



STATE OF CALIFORNIA  
DEPARTMENT OF GENERAL SERVICES - PROCUREMENT DIVISION

# CONTRACT NOTIFICATION

\*\*\*\*\* MANDATORY \*\*\*\*\*

CONTRACT NUMBER: 1-06-58-21

DESCRIPTION: RADIO BASE CONTROL STATION

CONTRACTOR: FRED PARKER DBA COMTRONIX

EFFECTIVE DATES: 9/21/2006 THROUGH 9/20/2008

SUPERSEDES CONTRACT NO.: NONE

AREA: STATEWIDE

DISTRIBUTION:

\* TAX: Add appropriate sales and use tax.  
Exempt from Federal Excise Tax.

\*Food contracts are tax exempt.

  
RITA HAMILTON, Deputy Director

Use of this agreement by all agencies is mandatory with monetary exceptions stated herein or contained in State Administrative Manual.

To obtain assistance or report non-compliance by supplier, or for any suggestions or recommendations write:

Department of General Services, Procurement Division, P.O. Box 989054, W. Sacramento, CA 95798-9054,  
or call: Contract Administrator, NICOLE DELGADO 916-375-4476

## Contract (Mandatory): 1-06-58-21

SUPPLIER ID: 633989  
NAME: FRED PARKER DBA COMTRONIX  
ADDRESS: 3501 TANYA AVENUE, STE H  
HEMET, CA 92545

CONTACT: 951-925-7539 FRED PARKER  
FAX NUMBER: 951-925-8306  
TERMS OF PAYMENT: Net  
FOB: Destination  
MINIMUM ORDER:

### SCOPE:

This contract covers the estimated two (2) year requirements of the State of California and participating local agencies for VHF HIGH BAND BASE/CONTROL STATION. In addition, this contract contains an option for two (2), one (1) year extensions under the same terms and conditions of the original contract. The State and contractor must agree on the extension via a contract amendment. This contract is a MANDATORY contract.

A local agency is any city, county, and county district, or local governmental body or corporation empowered to expend public funds (California Public Contract Code Section 10298).

NOTE: A State issued billing code must be on purchase orders from local agencies to be accepted.

### SPECIFICATION COMPLIANCE:

All products must conform to the State of California Bid Specification Number BS-100 dated June 2006 of 14 pages. Products not meeting all specified requirements will be deemed non-compliant to specifications and will be subject to the terms set forth in the Public Safety Radio Goods Special Provisions TD-947, Section 3.

This contract shall comply with the attached Public Safety Radio Goods Special Provisions TD-947, Service Manual Requirements TD-927 and "Technical Training Requirements".

The contractor shall be a factory authorized distributor and provide factory authorized parts and service for all equipment offered.

### WARRANTY:

Please refer to Page 1, Section 4 of the Public Safety Radio Goods Special Provisions TD 947 for warranty information.

### PRICES:

All prices shall be maximum for the contract period subject to the State receiving full benefit of all manufacturer's price declines effective on the date of manufacturer's general public announcement.

Only F.O.B. Destination will be accepted on this contract.

Prices shall be all inclusive. Only the prices/charges submitted in the bid shall be accepted and included in this contract. NO OTHER FEES CAN BE CHARGED TO THE CUSTOMER.

### SALES TAX:

Sales tax should be added at time of invoicing. The sales tax rate applied should be based on the rate of the area the product is to be delivered to.

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### DELIVERY:

Delivery is to be completed in full within 90 calendar days after receipt of order by the contractor.

Note: In accordance with paragraph 15 of the General Provisions entitled "Delivery", the contractor shall strictly adhere to the delivery terms and completion schedules as specified in the bid. Failure to comply with the delivery requirements as stated, may be considered a breach of contract and subject the contractor to General Provisions 26, entitled "Rights and Remedies of the State for Default".

### SHIPPING/PACKAGING:

A packing slip will be included with each shipment, which will include at least the following information in no particular order:

- A. Line Item Description
- B. Quantity Ordered
- C. Quantity Included in Shipment
- D. Unit Price
- E. Number of Parcels
- F. Purchase Order Number
- G. Agency Name and Department
- H. Destination
- I. All Information Contained in the Packing Label

A packing label will also be included with each order shipped and include the following items, visible on the outside of the box:

- A. Authorized Purchaser
- B. Address
- C. Department and Floor
- D. Authorized Purchaser Telephone Number

### ORDERING PROCEDURES:

State agencies will submit orders on a Standard Form 65 (STD 65) directly to the contractor. Local agencies may submit a local agency purchase order directly to the contractor. However, local agencies must obtain a State issued billing code prior to submitting the order.

Contractor shall not accept purchase orders from local agencies without a State issued billing code.

Orders will be submitted by U.S. Mail or facsimile.

### ORDER ACKNOWLEDGEMENT/CONFIRMATION:

Within 48 hours, the contractor must confirm receipt of the STD 65 either via e-mail or facsimile, providing the user a receipt acknowledging the order. The acknowledgement must include total cost and delivery date information.

Contractor shall issue unique order numbers to the users of this contract.

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### MONTHLY DETAILED USAGE REPORTS:

Contractor shall submit a monthly Detailed Usage Report by line item along with a copy of ALL purchase orders pertaining to this contract, to the contract manager. Reports shall be submitted by the fifteenth calendar day of the previous month's activity. Reports shall include the following elements:

- A. Contract Number with Month/Year of report
- B. Line Item Number
- C. Invoice Number
- D. Invoice Date
- E. Purchase Order Number
- F. Order Date
- G. Delivery Date
- H. Agency Bill Code
- I. State/Local Governmental Agency
- J. Agency Department Name
- K. Manufacturer Part Number
- L. Item Description
- M. Quantity
- N. Contract Price
- O. CA Certified SB/DVBE item (Yes/No)
- P. Payment Receipt Date
- Q. Prompt Payment Applied (Yes/No)
- R. Zip Code

### NOTE:

Contractor shall comply with each of the reporting requirements as specified. If the contractor fails to meet delivery times as specified for any one of the required reports, a discount will be added to the contract price. A discount of 1% will be added to all future orders for 30 days or until the delinquent report(s) are delivered, whichever is greater. At the end of the 30 days or at the time of delivery of the reports, the pricing will revert to the original contract price.

Reporting compliance penalty will commence 3 months after contract award.

### INVOICING REQUIREMENTS:

Ordering agencies may require separate invoicing, as specified by each ordering organization. The invoices must use the contractor's invoice that includes at a minimum their name, address and telephone number. The contractor will also issue invoices identifying, at a minimum, the components listed below:

1. State's contract number
2. Agency purchase order number
3. Agency billing code
4. Purchasing agency - delivery address of the order
5. Product(s) description
6. Manufacturer's product(s) number(s)
7. Price(s) per unit(s) and extended price
8. Quantities of merchandise issued
9. Date ordered
10. Date delivered
11. Prompt payment discounts/cash discounts, if applicable, shall be clearly indicated on each invoice as a written statement.
12. Totals for each order. Each invoice shall have a total for all orders, a total for all credits, and amount due from each agency.
13. Any other mutually agreed upon requirements the State may later deem necessary.

Deviations/substitutions will not be permitted.

The State's obligation to make payment pursuant to the contract is subject to availability of appropriated funds. Receipt of a contract/delegation purchase order under this contract is proof of funds for that order.

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### CONTRACTOR RESPONSIBILITIES:

1. Contractor shall perform all deliveries to facilities in a safe and professional manner. Contractor's equipment shall be in good working order and all personnel shall be trained in safety measures to preclude accidents endangering personnel or property.
2. Contractor must commit to delivery as requested, at time stated on accepted orders, through the term of the contract.
3. Contractor shall provide office and personnel resources for responding to requests, including telephone coverage weekdays during the hours of 8:00 AM through 5:00 PM.

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ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
1	5820-300-0101-2	633989	EA	<p>TRANSMITTER RECEIVER RADIO BASE CONTROL STATION VHF HIGH BAND                      TRANSMITTER RECEIVER BASE/CONTROL STATION VHF HIGH BAND, CONVENTIONAL OPERATION, ANALOG AND DIGITAL, PROJECT 25 IN ACCORDANCE WITH STATE SPECIFICATION BS-100 DATED JUNE 2006.</p> <p>Brand: MIDLAND                      Model: 91-0110 B (V)</p>	7,486.0000
2	5895-080-0001-3	633989	EA	<p>COMMUNICATION COMPONENT (AS DESCRIBED) SERVICE AID KIT IN ACCORDANCE WITH STATE SPECIFICATION BS-100 SECTION 9.1</p> <p>Brand: MIDLAND                      Model: 71-CAHP-SP</p>	35.0000
3	5820-000-0034-7	633989	EA	<p>PROGRAMMING SOFTWARE (FOR USE WITH COMMUNICATION GROUP)                      PROGRAMMING AND ALIGNMENT SOFTWARE IN ACCORDANCE WITH STATE SPECIFICATION BS-100 SECTION 9.2</p> <p>Brand: MIDLAND                      Model: 91-1480 CD</p>	97.5000
4	5820-000-0033-5	633989	EA	<p>PROGRAMMING INTERFACE (FOR USE WITH COMMUNICATION GROUP)                      PROGRAMMING INTERFACE IN ACCORDANCE WITH STATE SPECIFICATION NUMBER BS-100 SECTION 9.3</p> <p>Brand: MIDLAND                      Model: 91-1303</p>	117.0000

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ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
5	5820-000-0032-3	633989	EA	MANUAL SERVICE (FOR USE WITH COMMUNICATION GROUP) SERVICE MANUAL IN ACCORDANCE WITH STATE SPECIFICATION NUMBER BS-100 SECTION 9.4 AND TD-927  Brand: MIDLAND Model: 91-MR057MAN	48.0000
6	5820-000-0042-6	633989	EA	TRAINING TECHNICAL (FOR USE WITH COMMUNICATION GROUP) TECHNICAL MAINTENANCE TRAINING IN ACCORDANCE WITH ATTACHED TECHNICAL TRAINING REQUIREMENTS	1,600.0000
7	5895-080-0001-3	633989	EA	COMMUNICATION COMPONENT (AS DESCRIBED) <u>ACCESSORY SUPPLEMENTAL PRICING</u>  THE STATE MAY REQUIRE ACCESSORIES/COMPONENTS TO INTERMEMBER WITH THE CONTROL STATIONS NOTED ABOVE. THE DISCOUNT FROM MANUFACTURER'S LIST PRICE, WHICH MAY BE DEDUCTED FROM SUCH ITEMS IS SHOWN BELOW. ALL PURCHASES FROM THE CATALOG INDICATED BELOW ARE SUBJECT TO THE SAME TERMS AND CONDITIONS AS CONTRACT ITEMS LISTED ABOVE. ACCESSORY/COMPONENT CATALOG ITEMS BELOW WILL BE A PART OF THE CONTRACT. ACCESSORY/COMPONENT ITEMS ADDED TO THE CATALOG BY THE MANUFACTURER DURING THE CONTRACT TERM MAY BE ADDED TO THE CONTRACT.	VARIABLE

DISCOUNT: 35%  
CATALOG NUMBER: 55646 V  
CATALOG DATE: 8/06

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ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
8	5820-000-0062-1	633989	VA	FOR DATA ENTRY USE ONLY COMMUNICATION EQUIPMENT - DGS / PROCUREMENT USE ONLY	VARIABLE