

June 2013

CMAS Contract Management & Information Guide

This guide supersedes all previous contract management guides

- **Contract Management Information for Existing CMAS Contractors**
- **General Information Regarding CMAS Contracts**
- **Call the CMAS Unit for Information at (916) 375-4363**
- **Email the CMAS Unit at cmas@dgs.ca.gov**
- **CMAS Website: www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx**



California Multiple Award Schedules
Procurement Division · Department of General Services
State of California

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SECTION 1 – CMAS CONTRACT MANAGEMENT

TOPIC 1 – QUARTERLY REPORTS

Quarterly Reports Required	CMAS contractors are required to submit business activity reports each quarter. A quarterly report is required for each CMAS contract, even if no new Purchase Orders were received for the quarter.
Delinquent Reports	If a contractor who was previously awarded a CMAS contract applies for, 1) a new contract or 2) an extension, renewal, or modification of an existing contract, CMAS staff will first verify that all required quarterly reports have been received for all current and past CMAS contracts prior to approving the new request. Delinquent reports can also result in termination of unexpired CMAS contracts.
Reseller's Sales Activity	Contractors must report the sales activity for all authorized resellers listed in their CMAS contract.
Local Government Agency Orders	All CMAS contractors who are not a California certified small business are required to pay the Department of General Services-Procurement Division a 1% incentive fee for all orders placed by local government agencies via a CMAS contract. Copies of local government agency CMAS orders are not required to accompany each CMAS quarterly report.
Mandatory Format	Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the contractor. Select the following link for a blank quarterly report form: www.documents.dgs.ca.gov/pd/cmas/form-reportsQ1-2010later.doc
Required Information	The report must include the following information: <ul style="list-style-type: none">• Quarter number and year• CMAS contract number• Contractor name• Name, phone number and email address of person who may be contacted for questions about the report• Agency name (separate State agencies and local government agencies)• Purchase order number and purchase order date• Agency billing code (State agencies only)• Total purchase order amount (less tax and freight)• Agency contact name• Agency address• Agency telephone number• Total dollars for quarter• 1% of total local government agency sales remitted to DGS

Continued on next page

SECTION 1 – CMAS CONTRACT MANAGEMENT

Topic 1 – Quarterly Reports, Continued

Purchase Order Amount	The total value of each purchase order (less tax and freight) must be reported only once for the quarter in which the purchase order is dated, regardless of when the services were performed, the products were delivered, the agency was invoiced, or when payment was received. For example, on a service purchase order with a one year term, the amount reported on the quarterly report is the total dollar amount on the order, not the incremental amount being invoiced after the service is rendered.
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Total All Purchase Orders	The total dollars for the quarter is the sum of all purchase orders listed on the report. It is NOT the sum of monies invoiced or payment received.
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Amended Purchase Orders and Reports	A CMAS order cannot be amended after the base CMAS contract expires. If an agency amends their purchase order to increase or decrease the dollar amount, the incremental dollar difference must be reported in the quarter the amendment was issued. Do not report the total purchase order amount. Under the purchase order number, include the word “amendment”.
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Tax and Freight Not Included	Tax and freight must NOT be included on the quarterly report, even if included on the purchase order.
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Report and Incentive Fee Due Date	<p>Quarterly reports and incentive fees (if applicable) are required within two weeks after the end of March, June, September, and December of each calendar year.</p> <table border="0" style="margin-left: 100px;"> <tr> <td>Calendar Quarter 1</td> <td>(Jan 1 to Mar 31)</td> <td>Due Apr 15</td> </tr> <tr> <td>Calendar Quarter 2</td> <td>(Apr 1 to Jun 30)</td> <td>Due Jul 15</td> </tr> <tr> <td>Calendar Quarter 3</td> <td>(Jul 1 to Sep 30)</td> <td>Due Oct 15</td> </tr> <tr> <td>Calendar Quarter 4</td> <td>(Oct 1 to Dec 31)</td> <td>Due Jan 15</td> </tr> </table>	Calendar Quarter 1	(Jan 1 to Mar 31)	Due Apr 15	Calendar Quarter 2	(Apr 1 to Jun 30)	Due Jul 15	Calendar Quarter 3	(Jul 1 to Sep 30)	Due Oct 15	Calendar Quarter 4	(Oct 1 to Dec 31)	Due Jan 15
Calendar Quarter 1	(Jan 1 to Mar 31)	Due Apr 15											
Calendar Quarter 2	(Apr 1 to Jun 30)	Due Jul 15											
Calendar Quarter 3	(Jul 1 to Sep 30)	Due Oct 15											
Calendar Quarter 4	(Oct 1 to Dec 31)	Due Jan 15											

Submitting Reports and Incentive Fees	<p>CMAS quarterly reports that include checks for incentive fees or that exceed a total of 5 pages must be mailed to:</p> <p style="margin-left: 40px;">Department of General Services Procurement Division – CMAS Unit Attention – Quarterly Report Processing PO Box 989052, MS #2-202 West Sacramento, CA 95798-9052</p> <p>All other CMAS quarterly reports may be faxed or emailed to the attention of Quarterly Report Processing as follows:</p> <p style="margin-left: 100px;">Facsimile: (916) 375-4663 Email: cmas@dgs.ca.gov</p>
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SECTION 1 – CMAS CONTRACT MANAGEMENT

TOPIC 2 – CMAS CONTRACT AMENDMENTS, EXTENSIONS, AND RENEWALS

CMAS Contract Amendments

A CMAS contract can only be amended if the base GSA contract is still active. For CMAS contracts based on Federal GSA schedules, the CMAS contract expiration date is set three months beyond its base contract's expiration date to allow time for the contract renewal process. During this three month "courtesy" period, if/when the base GSA contract has been extended or renewed, only requests to extend or renew your CMAS contract will be considered. One exception: A request to change the CMAS contractor name to facilitate payment by the State Controller of valid billings may be considered after the CMAS contract has expired.

To request an amendment to your CMAS contract, send a written request on your company's letterhead to the CMAS Unit containing the following information:

- Your company name
 - Your CMAS contract number
 - The reason for the requested change
 - Any applicable attachments to support the change
 - Sign the request
-

Amendments to CMAS Contracts Based on Federal GSA Schedules

A CMAS contract amendment is not required for updates and/or changes once the update and/or change becomes effective for the Federal GSA schedule, except as follows:

1. A CMAS contract amendment is required when the contract is based on products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
 2. A CMAS contract amendment is required for new Federal contract terms and conditions that constitute a material change from existing contract terms and conditions. A material change is defined as one having a potentially significant effect on the delivery, quantity or quality of the items provided to the State.
 3. A CMAS contract amendment is required to extend the end term of the CMAS contract.
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Amendments to CMAS Contracts Based on Non-GSA Multiple Award Contracts

A CMAS contract amendment is required to make any changes to a CMAS contract based on a non-GSA multiple award contract, including any updates and/or changes to the products, services and prices.

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SECTION 1 – CMAS CONTRACT MANAGEMENT

Topic 2 – CMAS Contract Amendments, Extensions, and Renewals, Continued

CMAS Contract Extensions

If the base Federal GSA schedule or non-GSA multiple award contract has been extended for one year or less, the CMAS contract may also be extended. For the purpose of CMAS contracts, base contract extensions of more than one year are considered renewals. See information on CMAS contract renewals below.

To request an extension of one year or less to your CMAS contract, send a written request on your company's letterhead to the CMAS Unit containing the following information:

- Your company name
- Your CMAS contract number
- The reason for the requested extension (which is due to the approved extension of the base contract)
- Attach documentation that the base contract has been extended for one year or less. This can be either the approved Federal Mod. 30 or a screen print from the GSA eLibrary showing the extended date of the contract, or an approved non-GSA modification. The GSA eLibrary can be accessed at www.gsaelibrary.gsa.gov.
- Sign the request

Note: A request to extend a CMAS contract must be received in the CMAS Unit prior to the expiration of that contract. CMAS contracts that have already expired cannot be extended. If a CMAS contract has expired, the only way to reactivate it is to request a contract renewal. See information on CMAS contract renewals below.

CMAS Contract Renewals

If the base Federal GSA schedule or non-GSA multiple award contract has been extended or renewed for more than one year, a contract renewal application must be submitted to the CMAS Unit. A CMAS contract renewal application contains all the same requirements as a new CMAS contract application, as defined in the "CMAS Contract Application", which is available at the CMAS website.

Current with Quarterly Reports

For contractors previously awarded a CMAS contract, new contracts, amendments, extensions, or renewals of existing contracts will only be approved if all quarterly reports due have been received.

GSA Terminations

CMAS contractors must immediately notify the CMAS Unit if the GSA schedule they are using as the base for their contract is terminated. The CMAS Unit will then issue a supplement terminating that CMAS contract.

SECTION 1 – CMAS CONTRACT MANAGEMENT

TOPIC 3 – CONTRACTOR ADDRESS OR CONTACT NAME CHANGE

Contractor Address Change If a CMAS Contractor's address changes, the change must be reported to the CMAS Unit. Use Exhibit E (in this guide), "Contractor Address or Contact Name Change", to report address changes. Include on Exhibit E all active CMAS contract numbers held by your company.

Return the completed, signed Exhibit E to the CMAS Unit following the directions on the form. A contract supplement will be issued for each active CMAS contract reflecting your new address, and your new address will be shown on the CMAS website.

Contact Name Change If a CMAS Contractor's contact person, phone number, fax number, or email address changes, the change(s) must be reported to the CMAS Unit. Use Exhibit E in this guide to report any changes to this information.

Return the completed, signed Exhibit E to the CMAS Unit following the directions on the form. A contract supplement will not be issued; however, your new contact information will be shown on the CMAS website.

SECTION 1 – CMAS CONTRACT MANAGEMENT

TOPIC 4 – COMPANY NAME/OWNERSHIP CHANGE

Company Name The company name on a CMAS contract must match the company name on all purchase orders and invoices issued against the contract, or the State Controller's Office will not approve payment of invoices.

Company Name/Ownership Change When a company changes its name, or has been purchased or merged with another company resulting in a company name change, they must request a legal name change on their CMAS contract using Exhibit F in this guide.

New Forms Required New certifications, authorization letters, licenses, and references are required, as applicable, in the company's new name when a company name change occurs. See Exhibit F of this guide.

Ownership Change without Name Change If one company is purchased by another but there is no name change and only the FEIN changes, then the company is only required to submit a new Payee Data Record (Std. 204) and a letter of explanation. All other requirements noted above do not apply.

The Payee Data Record is available in a fill and print format at:
www.documents.dgs.ca.gov/osp/pdf/std204.pdf.

SECTION 1 – CMAS CONTRACT MANAGEMENT

TOPIC 5 – MARKETING YOUR CMAS CONTRACT

Contractor Distributes Contract Contractors are required to furnish a complete copy of their CMAS contract(s) to State and Local Government Agencies upon request. See Exhibit G (in this guide) for the components of a CMAS contract.

GSA Pricing When offering a quote to an agency, the CMAS contractor must verify current GSA pricing, print GSA pricing page(s) from the GSA eLibrary, include it with the quote to the agency, and retain a copy of the pricing page(s) for possible CMAS compliance review. The GSA eLibrary can be accessed at www.gsaelibrary.gsa.gov.

Contractor Markets Contract CMAS contractors are competing with many other contractors, so to be successful they must proactively market their CMAS contract to State and Local Government agencies. Listed below are some useful websites and phone numbers for contacting State and Local Government Agencies. Also, Exhibit H, Useful Websites, in this guide provides various websites to help facilitate contacting State and Local government agencies.

- State Purchasing Authority: Find a list of State departments with Approved Purchasing Authority at: www.dgs.ca.gov/pd/programs/delegated.aspx, then click on Departments with Approved Purchasing Authority.
 - California On-Line Directory: Access the State Telephone Directory at www.cold.ca.gov, and select the Agency Information link.
 - Small Business/DVBE Advocates Directory: Find a listing of agency advocates who can assist Small Businesses and DVBEs at www.dgs.ca.gov/pd/resources.aspx, then select the SB/DVBE link.
 - California Department of Education: For a directory of California Schools go to www.cde.ca.gov, then select the “School Directory” link under Resources.
 - City & County Information: Contact the League of California Cities at www.cacities.org or via phone at (916) 658-8200.
 - CAPPO: Contact the California Association of Public Purchasing Officials (CAPPO) at www.cappo.org.
 - CASBO: Contact the California Association of School Business Officials (CASBO) at www.casbo.org
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State Seal and Golden Bear Contractors are prohibited from using the State of California Seal or Golden Bear on any documents or materials.

Hot Link to CMAS Contractor Website To assist with the marketing of your CMAS contract, you can request a hot link from the CMAS contract listing at our website to your company’s website. To request this hot link, complete Exhibit M in this guide and send it to the CMAS Unit.

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SECTION 1 – CMAS CONTRACT MANAGEMENT

Topic 5 – Marketing Your CMAS Contract, Continued

CMAS Logo

Upon award of a CMAS contract, the CMAS logo “CMAS Approved Contractor” is available for your use to display at conferences or on other marketing material. You may request a copy of the logo by contacting the CMAS Unit at (916) 375-4365 or email cmas@dgs.ca.gov.

The logo is available in black and white, and also in color. They are available in two formats: tiff and jpeg. The tiff format is for print and the jpeg is for web use.

You may not be able to “open” all of the logo formats. Save the logos in a folder on your hard drive, then open your document and “insert”, “import”, or “place” the required logo (picture) from the file.

For the Macintosh version or two color (black and yellow or blue and yellow) logo or for any other questions about the artwork, please email mary.purvis@dgs.ca.gov or call Mary Purvis at (916) 375-4573.

News Releases

Prior approval is required from the State for all news releases a contractor issues regarding their CMAS contract. The proposed language of the news release must be emailed to the CMAS Unit at cmas@dgs.ca.gov for review and approval prior to public release.

SECTION 1 – CMAS CONTRACT MANAGEMENT

TOPIC 6 – CONTRACTOR COMPLIANCE

Compliance Focus	<p>In accordance with the terms and conditions in each contract, the Purchasing Authority Management Section (PAMS) may request substantiating documentation from the Contractor to ascertain they are providing products and services at a price equal to or lower than shown in the base Federal GSA schedule or non-GSA multiple award contract.</p> <p>The PAMS will also ensure that all other CMAS program parameters are in compliance with the contract terms and conditions.</p>
Contractor Responsibility	<p>It is the responsibility of the Contractor to:</p> <ul style="list-style-type: none">• Maintain copies of the Federal GSA schedule or non-GSA multiple award contract and all applicable modifications.• Ensure the CMAS contract includes the most current and up-to-date products, services and prices as approved for the Federal GSA schedule or non-GSA multiple award contract. <p>For compliance purposes, the Contractor is required to maintain all contract (Federal GSA and non-GSA) records that pertain to CMAS transactions.</p>
Using Another Contractor's Multiple Award Contract	<p>Contractors who are offering products, services and prices from another Contractor's Federal GSA schedule or non-GSA multiple award contract to establish a CMAS contract are NOT relieved from the responsibility to provide current products, services, and prices throughout the term of the contract.</p> <p>Contractors should offer base contracts with which they can keep current.</p> <p>In this guide, see Exhibit J, How to Obtain Federal GSA Price Schedules.</p>
Product and Price Bundling	<p>Product bundling is not allowed. All components shall be delineated as separate line items with individual product numbers or identifiers, unless specified in the base contract as a "bundled item" having a single "bundled" product number.</p>
Copies of Purchase Orders & Invoices	<p>The Contractor will be required to provide the DGS, Procurement Division copies of purchase orders including all incorporated references and invoices during the compliance review process.</p>

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SECTION 1 – CMAS CONTRACT MANAGEMENT

Topic 6 – Contractor Compliance, Continued

Copies of Quarterly Reports

The Contractor will be required to provide the DGS, Procurement Division copies of CMAS Quarterly Reports covering the compliance review period.

Line Item Substantiation

Contractors must substantiate that specific line item products and services shown on the purchase order were included on the base contract at the time the order was generated, and that pricing was at the base contract price or lower.

Contractors must ensure the purchase order includes specific part numbers for products and services, and descriptions “exactly” as referenced in the base contract.

Position title, skill level, and hourly rate for all consulting services must be properly identified on the purchase order in the same manner as the base Federal GSA schedule or non-GSA multiple award contract.

Copies of Amendments

The Contractor will be required to submit to the Purchasing Authority Management Section, upon request, copies of all amendments to the base contract, including the Federal Standard Form 30 for GSA schedules with amendments and all attachments.

The Contractor is required to provide current price sheets for all products and services offered in the base Federal GSA schedule or non-GSA multiple award contract.

To substantiate pricing, Contractors must maintain a file of all past and current applicable Federal GSA schedules and/or non-GSA multiple award contracts and amendments for all products and services they offer.

Approval Required for Non-IT Services Exceeding \$50,000

State agency purchase orders (not applicable to local government agencies) for non-information technology services that exceed \$50,000 must be reviewed and approved by the Department of General Services, Procurement Division (DGS/PD) before issuance to the Contractor.

Once the purchase order is approved by the DGS/PD, it will be stamped approved and signed by the DGS/PD and returned to the agency for issuance to the Contractor. Contractors are prohibited from accepting purchase orders for non-IT Services exceeding \$50,000 without the DGS/PD approval signature. Violation of this requirement may result in contract termination.

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SECTION 1 – CMAS CONTRACT MANAGEMENT

Topic 6 – Contractor Compliance, Continued

Agency Compliance Reviews

State agencies must respond to the following during a review:

- Does the Contractor have a CMAS contract?
 - Does the file contain a copy of the contract and the individual price pages for the items purchased?
 - Was “best value” documented?
 - Was pricing bundled?
 - Were products and/or services identified by the identification number shown in the base contract?
 - Are the prices, position titles, skill levels and hourly rates delineated and do they correlate with those specified in the CMAS contract?
 - Does the dollar amount fall within order limits?
 - Does the purchase order reflect the correct contract number?
 - Is a STD. 204 included or referenced in the file documentation?
 - Were small businesses considered?
 - Was a Statement of Work included?
 - Was conflict of interest considered, if applicable?
-

Agency Documentation

State agencies must have a complete copy of CMAS contracts in use, including all terms and conditions, products, services, and pricing located in their purchasing unit. All CMAS transaction documents must have attached the cover page of the CMAS contract showing the effective date, and the price pages identifying the base contract pricing for all items ordered.

SECTION 2 – GENERAL CMAS INFORMATION

Topic 1 – Administrative Requirements

Maximum Number of CMAS Contracts

Contractors are limited to a maximum of 15 CMAS contracts.

New Equipment Required

When the State procures new equipment, all equipment provided must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable. State agencies must obtain approval from the Department of Finance (DOF) to procure used information technology equipment before issuing a CMAS purchase order for used equipment.

Replacement Products

With written approval from the CMAS Unit, the Contractor may offer replacement products before they are approved for the base Federal GSA schedule or non-GSA multiple award contract if: 1) the replacement product functionally meets or exceeds the original product, and 2) the replacement product is offered at the same or lower price than the original product.

Submit a written request for replacement with technical product specification sheets for the original and replacement product with details of the differences, or the manufacturer's "published" product replacement announcement.

Information technology replacement products must meet the State Productive Use Requirements as outlined in the Exhibit K of this guide.

To enable the State to substantiate compliance, the Contractor must provide the name and address of a customer installation contact name and telephone number.

Open Market/ Incidental, Non-Contract Items

The only time open market/incidental, non-contract items may be included in a CMAS purchase order is when they fall under the parameters of the Not Specifically Priced (NSP) provision.

If the NSP provision is not included in the CMAS contract, or the products and/or services required do not qualify under the parameters of the NSP provision, then the products and/or services must be procured separate from CMAS. See Section 2, Topic 6 of this guide for information on the NSP requirement.

Contractor Travel

If the contract provides for travel, state agencies may pay travel and per diem expenses according to state travel time and per diem rules (represented employee rates) with verified receipts.

Notwithstanding the contract provisions, the State will not be responsible for the cost of travel to bring contractor personnel to the agency site to commence work. However, if requested by the ordering agency, the State will be responsible for the cost of travel from one California agency site to another.

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SECTION 2 – GENERAL CMAS INFORMATION

Topic 1 – Administrative Requirements, Continued

Contractor Travel
(continued)

Local government agencies will pay travel time and per diem according to their statutory requirements. All travel and per diem expenses must be within CMAS contract parameters, and incorporated into the agency purchase order. It is important that the agency and contractor discuss necessary travel requirements prior to issuing the purchase order, because the detail and cost (only as allowed for in the CMAS contract) must be included in the agency purchase order to be payable.

Bond Requirements

Public Works: Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Std. Form 807, when the purchase order involves a public works expenditure (labor/installation costs) in excess of \$5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the purchase order price. Forms shall be provided to the Contractor. See the General Provisions in the CMAS Terms and Conditions, CMAS Public Works Requirements.

Progress Payments: (also see Section 2, Topic 3, Payments & Invoices) Any contract for goods (Public Contract Code 10314), to be manufactured or performed by the Contractor especially for the State and not suitable for sale to others in the ordinary course of the Contractor's business may provide, on such terms and conditions as the department deems necessary to protect the State's interests, for progress payments for work performed and costs incurred at the Contractor's shop or plant, provided that not less than 10 percent of the contract price is required to be withheld until final delivery and acceptance of the goods or services, and provided further, that the Contractor is required to submit a faithful performance bond, acceptable to the department, in a sum not less than one-half of the total amount payable under the contract securing the faithful performance of the contract by the Contractor.

Any contract for information technology products and/or services (Public Contract Code 12112) or non-IT services (Public Contract Code 10346) may include progress payments; however, no bond is required.

Network Design Services

All network design services must result in a hardware or software solution. Also, all network design services performed by the Contractor that include infrastructure components must be performed by a BICSI certified Registered Communications Distribution Designer (RCDD) employed either by the Contractor or subcontractor. Evidence of RCDD certification may be required by the ordering agency.

Follow-on Contracts Prohibited

No person, firm, or subsidiary thereof who has been awarded a purchase order for consulting services, or a purchase order that includes a consulting component, may be awarded a purchase order for the provision of services, delivery of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the purchase order (State Administrative Manual, Section 5202 and PCC 10365.5).

Continued on next page

SECTION 2 – GENERAL CMAS INFORMATION

Topic 1 – Administrative Requirements, Continued

Follow-on Contracts Prohibited (continued)	Therefore, any consultant that contracts with a state agency to develop a feasibility study or provide formal recommendations for the acquisition of products or services is precluded from contracting for any work recommended in the feasibility study or the formal recommendation.
Telecommunication Requirements	<p>The California Technology Agency, Office of Technology Services, Statewide Telecommunications and Network Division (STND) manages the CALNET 2 contract, which contains voice and data telecommunication services. Exhibit L of this guide lists voice and data services available in the CALNET 2 contract, which is a mandatory use contract for all State agencies. Management Memo 04-08 requires State agencies to utilize contracts issued by the STND to obtain voice and data services and to use consolidated services wherever available. In addition, pursuant to the State Telecommunications Management Manual (STMM) Chapter 0401, agencies are required to request approval and/or project delegation from the STND for the following:</p> <ul style="list-style-type: none">• Teleconferencing/video conferencing• PBX telephone systems• Hybrid telephone systems with trunk connections• Hybrid telephone systems to be installed behind a consolidated system• Stand alone ACD or Voice Mail systems connected to consolidated systems• Data Transport outside of the consolidated Frame Relay Services• Request for Proposal (RFP) or Invitation for Bid (IFB) for telecommunications equipment and services• Telecommunications consulting services
Federal Lease to Own Purchase (LTOP)	<p>Once approval has been obtained from the STND, the equipment may be procured through CMAS or any other authorized procurement method.</p> <hr/> <p>Federal Lease to Own Purchase (LTOP) and hardware rental provisions with no residual value owed at end term are acceptable (\$1 residual value at the end of the term). This alternative financing arrangement may be faster, but a more expensive alternative to GS \$Mart™ or Lease \$Mart™.</p> <p>Cancellation of any Lease to Own Purchase (LTOP) Plan for lack of funds should only be done when the organization is no longer funded. Court decisions have held that Terminations for Convenience should only be employed when the agency no longer has a requirement for the equipment. Example: An employee has retired and the position will not be filled so now there is a piece of equipment that is not needed. In other words, a desire for something different, newer, or better is not a justification for the premature cancellation of a lease.</p>
Federal GSA Lease Provision	Except for LTOPs, Federal GSA Lease provisions are NOT acceptable and cannot be sold through CMAS.

SECTION 2 – GENERAL CMAS INFORMATION

TOPIC 2 – PURCHASE ORDER PROCEDURES AND GUIDELINES

Purchase Order Form	<p>State agencies use a Purchasing Authority Purchase Order, STD. 65 form, for both products and services.</p> <p>Local government agencies use their own standard purchase order forms.</p>						
Not Competitive Bid	<p>CMAS transactions are not competitive bid transactions so small business preference, protest language, intents to award, evaluation criteria, advertising, etc. are not applicable.</p>						
Awards Based on Best Value	<p>Agency awards are based on best value criteria, as applicable, and are not restricted to lowest cost (see Public Contract Code 12100.7 (g)).</p>						
Order Limits	<p>The order limits for orders placed against CMAS contracts are as follows:</p> <table><tr><td>Information Technology Goods and Services</td><td>\$500,000</td></tr><tr><td>Non-Information Technology Services: (DGS-PD prior approval required if over \$50,000.)</td><td>\$250,000</td></tr><tr><td>Non-Information Technology Goods:</td><td>\$100,000</td></tr></table>	Information Technology Goods and Services	\$500,000	Non-Information Technology Services: (DGS-PD prior approval required if over \$50,000.)	\$250,000	Non-Information Technology Goods:	\$100,000
Information Technology Goods and Services	\$500,000						
Non-Information Technology Services: (DGS-PD prior approval required if over \$50,000.)	\$250,000						
Non-Information Technology Goods:	\$100,000						
Order Splitting	<p>Splitting orders to avoid monetary limitations is prohibited.</p>						
Purchase Order Amendments	<p>Agency purchase orders may be amended with the same contractor as the original purchase order following the requirements in the State Contracting Manuals (SCM). For non-IT products and services see the SCM Volume 2, Sections 6.A5.0 and 6.B2.9. For IT products and services see SCM Volume 3, Section 6.A5.0. Agency purchase orders may not be amended if the CMAS contract has expired or been terminated.</p>						
CAL-Card Transactions	<p>CAL-Card is a payment mechanism some State and local government agencies use for the purchase of goods and services. The CMAS contract will stipulate whether or not the Contractor accepts the CAL-Card.</p> <p>A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card. Also, the DGS administrative fee is applicable for all CMAS orders. This fee is waived for purchase orders to California certified small businesses, providing they have requested small business status on their CMAS contract.</p>						

Continued on next page

SECTION 2 – GENERAL CMAS INFORMATION

Topic 2 – Purchase Order Procedures and Guidelines, Continued

Delivery of Products and Services

Purchase orders must be issued before the expiration of the CMAS contract. However, delivery of the products or completion of the services can take place after the expiration of the CMAS contract (unless specifically stipulated otherwise in the contract), but must be as provided for in the contract and as specified in the order.

Reject Inaccurate Purchase Orders

The Contractor must immediately reject purchase orders that are not accurate. Discrepancies between the purchase order and the contract must be corrected and the purchase order amended prior to any products and services being delivered.

Multiple Contracts-One Purchase Order Form

Agencies wishing to include multiple CMAS contracts on a single Std. 65 Purchasing Authority Purchase Order must adhere to the following guidelines:

- All contracts must be for the same CMAS contractor.
 - The purchase order must go to one contractor location.
 - Write the word “CMAS” in the space usually reserved for the contract number. On Std. 65’s, this is at the top of the form. The word “CMAS” signifies that the purchase order contains items from multiple CMAS contracts. The purchasing agency may only use one bill code.
 - For each individual contract (as differentiated by alpha suffix), the agency must identify and group together the contract number with the line items and subtotal per contract number (do not include tax in the subtotal), and sequentially identify each individual contract as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
 - The total of all items on the purchase order must not exceed the purchase order limit identified in the CMAS contract.
 - Do not combine items from both non-IT and Information Technology contracts. Non-IT contracts begin with the number “4” and Information Technology contracts begin with the number “3.” The purchase order limits are different for these two types of contracts.
-

SECTION 2 – GENERAL CMAS INFORMATION

TOPIC 3 – PAYMENTS AND INVOICES

Base Contract Price is Maximum	Contract prices shown in the base Federal GSA schedule or non-GSA multiple award contract are maximums. Ordering agencies are encouraged to request lower prices when possible.
DGS Administrative Fee	<p>The Department of General Services (DGS) will directly bill each State agency an administrative fee for use of CMAS contracts. The administrative fee should not be included in the order total, nor remitted before an invoice is received from the DGS. This fee is waived for purchase orders to California certified small businesses, providing they have requested small business status on their CMAS contract.</p> <p>When the total of the agency purchase order is higher than the invoiced amount, the agency must issue an amendment to the purchase order to lower the total amount or DGS/PD will bill the administrative fee against the original higher total.</p> <p>See DGS Price Book at: www.dgs.ca.gov/ofs/resources/pricebook.aspx, then select Procurement Division - Purchasing.</p>
Incentive Fee	<p>CMAS contractors who are not California certified small businesses must remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local agencies paying the DGS administrative fee.</p> <p>CMAS contractors cannot charge local government agencies an additional 1 % charge on a separate line item to cover the incentive fee. The contractor must include the 1% incentive fee in the price of the products and/or services offered, and the line item prices must not exceed the applicable GSA prices.</p>
Maintenance Sales Tax	<p>The Board of Equalization has ruled that in accordance with Regulation 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.</p> <p>Generally, the State has two options:</p> <ol style="list-style-type: none">1. For contracts that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.2. For contracts that provide for both maintenance services and consumable supply items (i.e., toner, developer, and staples, for example), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract. <p>The Contractor will be required to itemize the consumables being taxed for State accounting purposes.</p>

Continued on next page

SECTION 2 – GENERAL CMAS INFORMATION

Topic 3 – Payments and Invoices, Continued

Progress Payments

A progress payment is a partial payment for a portion or segment of the work needed to complete a task. (Also see Section 2, Topic 1, Bond Requirements.)

To determine whether a particular task is separate and distinct, you must decide if later tasks build on it.

a. Special Goods and Information Technology Products and/or Services

Any contract for goods (Public Contract Code 10314) or information technology products and/or services (Public Contract Code 12112), to be manufactured or performed by the Contractor especially for the State and not suitable for sale to others in the ordinary course of the Contractor's business may provide for progress payments to protect the State's interests. Such progress payments are for work performed and costs incurred at the Contractor's shop or plant, provided not less than 10 percent of the contract price is required to be withheld until final delivery and acceptance of the goods or services.

Furthermore, on contracts for non-IT goods only, the Contractor is required to submit a faithful performance bond, acceptable to the department, in a sum not less than one-half of the total amount payable under the contract securing the faithful performance of the contract by the Contractor.

b. Non-Information Technology Services

Any contract for non-information technology services (Public Contract Code 10346) may provide for progress payments to contractors for work performed and costs incurred in the performance of the contract. Not less than 10 percent of the contract amount shall be withheld pending final completion of the contract. However, if the contract consists of the performance of separate and distinct tasks, then any funds so withheld with regard to a particular task may be paid upon completion of that task.

Advance Payments

It is not acceptable to pay for services in advance, except software maintenance and license fees, which are considered a subscription, may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Warranty upgrades and extensions may also be paid for in advance, one time.

Advance payment for services is allowed by Government Code 11019 only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency.

Continued on next page

SECTION 2 – GENERAL CMAS INFORMATION

Topic 3 – Payments and Invoices, Continued

Contractor Invoices Unless otherwise stipulated, contractor invoices shall be sent to the address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include, as applicable, the following:

- CMAS contract number
- Agency purchase order number
- Line item number
- Unit Price
- Quantity
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

Required Payment Date Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

Company Name Change Many companies are changing their name and ownership status. The company name on the CMAS contract, purchase order and invoice must match or the State Controller's Office will not approve payment. Contractors must request a legal name change for their CMAS contract. See Section 1, Topic 4 and Exhibit F in this guide for more information on company name changes.

Payee Data Record (Std. 204) State agency accounting offices must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payment of invoices.

The Contractor should ensure that their agency customers have a copy of their current, signed, Payee Data Record.

SECTION 2 – GENERAL CMAS INFORMATION

TOPIC 4 – SMALL AND DISABLED VETERAN BUSINESSES

Small Business Certification

To qualify for California small business considerations, the Office of Small Business and DVBE Services (OSDS) must certify your company. You may contact OSDS at 916/375-4940 or visit their website at: www.dgs.ca.gov/pd/programs/OSDS.aspx.

Administrative Fee and Incentive Fee Waived for Small Businesses

The Department of General Services, Procurement Division, is waiving the administrative fee (a fee charged to customer State agencies to support the CMAS program), and the incentive fee (a fee charged to CMAS contractors for sales to local government agencies) for purchase orders issued to California certified small business enterprises.

Contractors who get certified as a Small Business or Disabled Veteran Business Enterprise subsequent to getting their CMAS contract award must notify the CMAS Unit in writing requesting an amendment to their contract to include their certification number.

Small Business Consideration

Prior to placing purchase orders under the California Multiple Award Schedules (CMAS) program, State agencies shall, whenever “practicable”, first consider offers from small businesses that have established CMAS contracts (Government Code Section 14846(b)).

NOTE: The Department of General Services will request substantiation of compliance to this requirement during a compliance review of a State agency.

Website

A list of CMAS Contractors who are certified as Small or Disabled Veteran Business Enterprises is available at www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx, then select “Find a CMAS Contract”.

Disabled Veteran Certification

Participants who claim status as a Disabled Veteran Business Enterprise (DVBE) must provide their OSDS certification number with their CMAS application.

Small Business/DVBE Subcontracting Participation

Small Business/DVBE - Tracking

State agencies are able to claim subcontracting dollars towards their Small Business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified Small Business or DVBE. The Contractor will provide the ordering agency with the name of the Small Business or DVBE used and the dollar amount the ordering agency can apply towards its Small Business or DVBE goal.

Small Business/DVBE - Subcontracting

The amount an ordering agency can claim towards achieving its Small Business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each Small Business or DVBE.

Continued on next page

SECTION 2 – GENERAL CMAS INFORMATION

Topic 4 – Small and Disabled Veteran Businesses, Continued

**Small
Business/DVBE
Subcontracting
Participation**
(continued)

The Contractor will provide an ordering agency with the following information at the time the order is quoted:

1. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
2. The Contractor will indicate to the ordering agency how the order meets the Small Business or DVBE goal, as follows:
 - List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
 - Include the Small Business or DVBE certification number of each company listed, and attach a copy of each certification; and
 - Indicate the dollar amount of each subcontract with a Small Business or DVBE that may be claimed by the ordering agency towards the Small Business or DVBE goal; and
 - Indicate what commercially useful function the Small Business or DVBE subcontractor will be providing towards fulfillment of the order.

The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor from the quotation as outlined above.

SECTION 2 – GENERAL CMAS INFORMATION

TOPIC 5 – AMERICANS WITH DISABILITIES ACT (ADA)

Americans with Disabilities Act (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other Federal and state laws and Executive Orders prohibit discrimination.

All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. Individual government agencies are responsible for self-compliance with ADA regulations. Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

ADA Policy

The following outlines the Department of General Services, Procurement Division, Americans with Disabilities Act (ADA) policy of nondiscrimination on the basis of disability:

To meet and carry out compliance with the nondiscrimination requirements of the Americans with Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

Phone Numbers for Help

For persons with a disability needing a reasonable accommodation to participate in the procurement process, or for persons having questions regarding reasonable accommodations for the procurement process, please call the following numbers:

1. Procurement Division's Main Office at (916) 375-4400
2. Procurement Division TTY/TDD (telephone device for the deaf) Sacramento Office at (916) 376-1981
3. California Relay Service at
 - Voice: 1-800-735-2922 or 1-888-877-5379
 - TTY: 1-800-735-2929 or 1-888-877-5378
 - Speech to Speech: 1-800-854-7784

You may also directly contact the Procurement Division contact person responsible for the procurement document.

Advance Notice

IMPORTANT: To ensure that we can meet your need, it is best that we receive your request at least 10 working days before the scheduled event (i.e., meeting, conference, workshop, etc.) or deadline due date for the procurement document.

SECTION 2 – GENERAL CMAS INFORMATION

TOPIC 6 – NOT SPECIFICALLY PRICED (NSP) ITEMS

What is NSP?	<p>The Not Specifically Priced (NSP) provision enables the agency to include in the purchase order non-contract products and services that are subordinate and peripheral to the other purchase order items, within the following parameters.</p>
Contractor Option and Responsibilities	<p>The NSP provision will be included in the contract at the option of the Contractor and the CMAS Unit except as stated below. If the NSP provision is included in the CMAS contract, the Contractor agrees to monitor all purchase orders received to ensure adherence to all NSP provisions.</p>
NSP Not Available	<p>Not all contracts include the NSP provision. The NSP provision is included at the option of the Contractor and the CMAS Unit.</p> <p>The NSP provision will not be included in contracts for services only or for software only.</p> <p>Agency purchase orders for only NSP items are prohibited.</p>
Manufacturer Authorization Required	<p>Contractors must be authorized providers of the products and services they offer under the NSP provision.</p> <p>Contractors may be terminated from the CMAS program for selling NSP products and services that they are not authorized or certified to provide.</p>
NSP Dollar Limits	<p>Maximum Dollar Limitation:</p> <p>Purchase orders \$250,000 or less: Total dollar value of all NSP items shall not exceed \$5,000.</p> <p>Purchase orders exceeding \$250,000: Total dollar value of all NSP items shall not exceed 5% of the total cost of the purchase order, or \$25,000, whichever is less.</p>
Clearly Identify NSP	<p>NSP items must be clearly identified on the purchase order.</p>
Items Specifically Excluded	<p>The following NSP items are specifically excluded from any purchase order issued under this contract:</p> <ol style="list-style-type: none">1. Items that are not intended for use in direct support of the CMAS priced items identified in the same purchase order. A NSP item must be subordinate to the specifically priced item that the NSP item is supporting.

Continued on next page

SECTION 2 – GENERAL CMAS INFORMATION

Topic 6 – Not Specifically Priced (NSP) Items, Continued

Items Specifically Excluded
(continued)

2. Supply type items, except for the minimum amount necessary to provide initial support to the priced CMAS items included in the same purchase order.
3. Items that do not meet the Productive Use Requirement (see Exhibit K of this guide).
4. Any other items or class of items that are specifically excluded from the scope of the CMAS contract.
5. Public Works components that are not incidental to the total purchase order amount. Refer to Section 2, Topic 8 of this guide, and the CMAS Terms and Conditions.
6. Products or services the contractor is not factory authorized or otherwise certified or trained to provide.
7. Follow-on consultant services that were previously recommended or suggested by the same contractor.

Other NSP Parameters

Other NSP parameters are:

1. A purchase order containing NSP items may be issued only if it results in the best value alternative to meet agency needs.
2. Any product or service already specifically priced and identified in the contract may not be identified as a NSP item on a purchase order.
3. All NSP items included in a purchase order issued against a CMAS contract are subject to all the terms and conditions set forth in the contract.

NSP Example

A non-contract cable is subordinate to a contract printer or facsimile machine and is eligible to be a NSP item subject to that cable meeting the remaining NSP requirements. However, non-contract printers or facsimile machines are not subordinate to a contract cable and not eligible to be a NSP item.

SECTION 2 – GENERAL CMAS INFORMATION

TOPIC 7 – LOCAL GOVERNMENT USAGE

Legislation	Public Contract Code Sections 10290 et seq. and 12101.5 include approval for local government agencies to use CMAS contracts for both products and services.
Who Qualifies?	Any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges, empowered to expend public funds.
Contractor Option	It is the Contractor's option to offer (or not) the CMAS contract to local government agencies.
Use Own Guidelines	While the CMAS program is available to local government agencies, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.
Use Own Order Limits	Local government agencies are NOT subject to the CMAS maximum order limits, but should make a determination of order limits that are consistent with their own policies and procedures. Local government agencies "are" subject to the Not Specifically Priced (NSP) dollar limits.
Use Own Order Forms	Local government agencies may use their own purchase order forms (in lieu of the State's Std. 65 Purchasing Authority Purchase Order Form), and shall issue it directly to the CMAS contractor via mail or facsimile.
Quarterly Reports	Contractors must report all CMAS activity by local government agencies in their quarterly reports.
Payment	Local government agencies shall accept sole responsibility for payment to the Contractor.
Administrative Fee and Billing (Waived for Certified Small Businesses)	The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This fee is waived for purchase orders to California certified small businesses, providing the contractor has identified themselves as a certified small business to the CMAS Unit. However, a copy of the agency purchase order must still be sent to DGS for tracking of small business sales. (See next page for DGS address.) Local Government agencies are not charged a DGS administrative fee.

Continued on next page

SECTION 2 – GENERAL CMAS INFORMATION

Topic 7 – Local Government Usage, Continued

Incentive Fees

All CMAS Contractors who are not a California Certified Small Business are required to pay DGS-PD a 1% incentive fee for all orders placed by local government agencies via a CMAS contract.

This incentive fee cannot be charged separately to the local government agency by the Contractor, but must be included in the price of the product and/or service being sold. Also, the total price of the product and/or service being sold cannot exceed the price on the base GSA or non-GSA contact.

**Where to Send
Copies of CMAS
Orders**

Local government agencies are required to send a copy of each CMAS purchase order to:

Department of General Services
Procurement Division, Data Management Unit
PO Box 989052, MS #2-203
West Sacramento, CA 97598-9052

SECTION 2 – GENERAL CMAS INFORMATION

TOPIC 8 – PUBLIC WORKS PROJECTS

Definition of a Public Works Project A public works contract is defined as a contract for “the erection, construction, alteration, repair or improvement of any public structure, building, road or other public improvement of any kind” in accordance with the Public Contract Code (PCC) Section 1101. Installation of physical layer cable and carpet is considered public works

Order Limitations Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount. The total dollar value of all public works services included in the purchase order must not exceed the dollar value of the products.

Agency Responsible for Laws and Codes Agencies are to ensure that the applicable laws and codes pertaining to contractor and sub-contractor licensing, prevailing wage rates, bonding, labor code requirements, etc., are adhered to by the prime contractor as well as any sub-contractor(s) during the performance of services under the agency’s CMAS purchase order.

Agency Determines Appropriate Classification In accordance with Labor Code Section 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works.

Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the purchase order that the prevailing wage rates are on file at the agency’s office, and will be made available upon request.

The prevailing wage rates are available from the DIR at (415) 703-4774 or www.dir.ca.gov (select Statistics and Research).

Contractor’s License The CMAS Unit substantiates that the Contractor holds the appropriate license when the contract is established. However, the agency must verify that the Contractor’s license is still active and in good standing prior to placing an order by contacting the State Contractor’s License Board at 1-800-321-2752 or on their website at: www.cslb.ca.gov

Carpet Contractors who install carpet must possess a valid C15 Contractor’s License.

Continued on next page

SECTION 2 – GENERAL CMAS INFORMATION

Topic 8 – Public Works Projects, Continued

Storage Devices & Shelving Systems, Pallets, Bookstacks, Racks, etc.	Contractors who install storage devices, storage systems, shelving systems, bookstacks, pallet racks, etc., must possess a valid C61, D24 or D34, Contractor's License.
Data Wiring and Cabling	Contractors who install voice or data wiring and cabling must possess a valid C-7 or C-10 Contractor's License.
Grounds for Termination	Failure to be licensed or to keep the Contractor's License current and in good standing shall be grounds for contract termination.
State Contracting Manual	State agencies planning these types of projects should review the State Contracting Manual, Volume 1, Section 10 for applicable guidelines and regulations.
Prime and Subcontractor Must be Licensed	When Contractor's Licenses are required, the prime <u>and</u> subcontractor (when applicable) must both hold a valid license for the work being performed.
Bond Requirements	Public Works: Prior to the commencement of performance, the contractor must obtain and provide to the ordering agency, a payment bond, on Std. Form 807, when the purchase order involves a public works expenditure (labor/installation costs) in excess of \$5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the purchase order price. Forms shall be provided to the Contractor by the ordering agency.

SECTION 3 – EXHIBITS

Exhibit E – Contractor Address or Contact Name Change

Address or Contact Person Change Complete this form and submit it to the CMAS Unit if your company address or CMAS contact person has changed from your original submission.

Contractor Distributes Change For changes to a Contractor’s contact person, phone number, email, etc., the CMAS Unit will update the CMAS database. This information will be published at the CMAS website and used for distribution of all CMAS correspondence. The Contractor is responsible for distributing the new contact name, phone number, etc. when their CMAS contract is requested by agencies.

For changes to a Contractor’s address, a contract supplement will be issued by the CMAS Unit.

Where to Send Form Department of General Services
Procurement Division – CMAS Unit
Attention: Application Processing
PO Box 989052, MS #2-202
West Sacramento, CA 95798-9052

Fax: (916) 375-4663
Email: cmas@dgs.ca.gov

CHANGE CMAS CONTACT INFORMATION AS SHOWN BELOW

Contractor (Company) Name: _____

CMAS Contract Number(s): _____

CMAS Contact Person: _____

Address: _____

City, State, Zip Code: _____

Phone: _____ Ext. _____ Fax: _____

Email: _____

Person Requesting Change (print): _____

Signature: _____ Date: _____

SECTION 3 – EXHIBITS

EXHIBIT F – COMPANY NAME CHANGE

Use this Exhibit F as your document to request a company name change on your CMAS contract. Provide the information requested, check the applicable boxes, and sign the document where requested.

Explain Nature of Name Change

This company's name has changed for the following reason:

Present Company Name

This company's CMAS contracts are currently in the following company name:

CMAS Contract Number(s)

This company has the following, active, CMAS contract(s):

New Company Name & Address

This company's new name and address where orders must be sent are:

Company Name: _____

Street Address: _____

City, State, Zip Code: _____

Fax Number: _____

Attention: _____

CMAS Contact Person

This company's CMAS contact person and contact information is shown below:

Contact Name: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Continued on next page

SECTION 3 – EXHIBITS

Exhibit F – Company Name Change, Continued

Contractor Liabilities

- By checking this box, and by signing Exhibit F below, the new company named above accepts the current CMAS Terms and Conditions dated: August 2010, the base Federal GSA schedule or non-GSA multiple award contract terms and conditions, and all liability and responsibility under the CMAS contract(s) listed above from the date the contract(s) was issued to the initial contractor through the contract expiration.

Payee Data Record

- This company has enclosed a signed Payee Data Record (Std. 204) in the new company name. The Payee Data Record is available in a fill and print format at: www.documents.dgs.ca.gov/osp/pdf/std204.pdf.

Secretary of State Registration

Check one of the following boxes:

- This company is a Corporation, Limited Liability Company (LLC), Limited Liability Partnership (LLP), or Limited Partnership (LP), and a screen print is enclosed from the California Secretary of State's website showing we are registered and currently active under our new company name.
- This company is a sole proprietor or a simple partnership, and registration with the California Secretary of State is not required.

Fictitious Business Name Statement

Check one of the following boxes:

- This company requests to be shown as a different name (dba) on our CMAS contract than as registered with the California Secretary of State. *(Attach a copy of your valid Fictitious Business Name Statement filed with a California County Clerk).*
- This issue is not applicable to our offer.

Seller's Permit

Check one of the following boxes:

- This company is offering personal tangible property to the State of California, and our California Seller's Permit Number is: _____
- This company is offering consulting, technical, or personal services only to the State of California; therefore, a California Seller's Permit is not required.

California Contractor's License

Check one of the following boxes:

- This company's offer includes some ancillary Public Works installation, and our valid California Contractor's License Number is: _____
- This company is not offering any installation services considered Public Works.

Continued on next page

SECTION 3 – EXHIBITS

Exhibit F – Company Name Change, Continued

Business Status

This company is a *(check applicable boxes)*:

- California certified Small Business – Certification No. _____
 - California certified Disabled Veteran Business Enterprise (DVBE) – Certification No. _____
 - Uncertified Small Business *(will be shown as a large business)*
 - Large Business
-

Authorizing Resellers to Use Your CMAS Contract

Check one of the following boxes:

- This company is a manufacturer or publisher, and is requesting the dealer(s) shown on the attached list to be included in this contract as authorized resellers. *(See Section 3, Item #15 of the “CMAS Contract Application” for the information you are required to provide if you are requesting the inclusion of approved resellers on this CMAS contract.)*
 - This company is not requesting authorized resellers on this contract.
-

Authorization for Products and Technical Services

Check one of the following boxes:

- This company has enclosed a signed letter from the manufacturer, base GSA holder, or a major distributor authorizing us to resell each brand of product offered.
 - This company has enclosed a signed letter from the manufacturer(s) authorizing our company to resell their products, and to resell or provide repair, maintenance, and/or training services on their products.
 - This company is offering their own products, or is the holder of their own Federal GSA schedule, so a letter of authorization is not required.
 - This company is offering consulting/personal services only, so a letter of authorization is not required.
-

Specific Manufacturer Authorization

Check one of the following boxes:

- This company has enclosed the specific manufacturer authorization letter(s) required for the products/services offered. For a listing of these specific manufacturers and their contact information go to: www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx, and then select the link “For Suppliers/Contractors”.
 - Specific manufacturer authorization letters do not apply to this CMAS contract offer.
-

Continued on next page

SECTION 3 – EXHIBITS

Exhibit F – Company Name Change, Continued

Customer References

Check one of the following boxes:

- This company has enclosed a minimum of three customer reference forms to support the consulting/personal services offered. These forms and instructions can be found in Attachment C of the “CMAS Contract Application”.
 - This company is offering consulting/personal services from their own Federal GSA schedule, so customer references are not required.
 - This company is offering products only, so references are not required.
-

Local Government Agency Orders

Check one of the following boxes:

- This company will accept orders against the CMAS contract resulting from this offer from local government agencies, and agrees to pay the DGS-PD a 1% incentive fee for all CMAS orders from local government agencies. *This incentive fee is waived for California Certified Small Businesses.*
 - This company will not accept orders against the CMAS contract resulting from this offer from local government agencies.
-

Minimum Order Amount

Check the box that applies to the smallest order your company will accept under your CMAS contract.

- The minimum order amount is: \$ _____
 - There is no minimum order amount.
-

CAL-Card

Check one of the following boxes:

- CAL-Card is accepted by this company.
 - CAL-Card is not accepted by this company.
-

Darfur Contracting Act

Check one of the following boxes:

- This company is offering non-IT goods or services and has enclosed the completed Darfur Contracting Act Certification, which is Exhibit N in this guide.
 - This company is offering IT goods or services so the Darfur Contracting Act Certification does not apply.
-

Continued on next page

SECTION 3 – EXHIBITS

Exhibit F – Company Name Change, Continued

Signature Binding Offer

The representative from the new company identified below is authorized to bind this company to this CMAS contract offer. California Code requires that you provide your offer with an original signature.

Printed Name of Former Company Representative

Printed Title of Former Company Representative

Signature of Former Company Representative

Date Signed

Printed Name of New Company Representative

Printed Title of New Company Representative

Signature of New Company Representative

Date Signed

SECTION 3 – EXHIBITS

EXHIBIT G – COMPONENTS OF A CMAS CONTRACT

**CMAS Contract
Components**

A complete copy of a CMAS contract includes:

- Cover page with Department of General Services (DGS) signature and logo.
 - California Ordering Instructions and Special Provisions.
 - CMAS Terms and Conditions.
 - Federal General Services Administration (GSA) schedule or non-GSA multiple award contract terms and conditions.
 - Federal GSA schedule or non-GSA multiple award contract products, services, and prices.
-

**Who Distributes
Contract?**

Each contractor is responsible for the distribution of their CMAS contract upon request by any State or local government agency.

SECTION 3 – EXHIBITS

EXHIBIT H – USEFUL WEBSITES

CMAS Home Page	www.dgs.ca.gov/pd/programs/leveraged/emas.aspx
Contractor License Status	www.cslb.ca.gov
Secretary of State	http://kepler.ss.ca.gov
State of California	www.ca.gov , select “State Agencies”
State Government Contacts	California Directory: www.cold.ca.gov Procurement Division Directory: www.dgs.ca.gov/pd , select “About Us” State Departments: www.dgs.ca.gov/pd/programs/delegated.aspx , select “Departments with Approved Purchasing Authority”
Office of Small Business and DVBE	State S/B and DVBE Advocates: www.dgs.ca.gov/pd/Programs/OSDS/advocate.aspx
California Codes and Laws	www.leginfo.ca.gov
City and County Government Contacts	League of California Cities: www.cacities.org California Association of Public Purchasing Officers (CAPPO): www.cappo.org California Association of School Business Officers (CASBO): www.casbo.org
Electronic State Standard Forms	www.dgs.ca.gov/osp , select “Forms” on right
Federal Supply Schedule	www.gsaelibrary.gsa.gov To request a copy of a Federal GSA Schedule, send an email to: schedules.infocenter@gsa.gov

SECTION 3 – EXHIBITS

EXHIBIT J – HOW TO OBTAIN FEDERAL GSA SCHEDULES

Current Federal GSA Schedules

There are three (3) options for obtaining a copy of a current Federal GSA schedule, including price pages for product/services, contract terms and conditions, and all applicable modifications. They are:

Option 1-Internet: www.gsaelibrary.gsa.gov

Option 2-Phone: GSA National Customer Service Center at 800-488-3111, option 3

Option 3-E-mail: schedules.infocenter@gsa.gov

Information Required by the Federal GSA

Requests made via email must include the following information: Name of Company (owner of contract), GSA Contract Number, and Effective Dates of Contract

Note: Always request all schedule modifications (Std. Form 30) issued during the life of the schedule.

EXAMPLE:

XYZ CORPORATION

GS-35F-1234D

October 1, 2010 – September 30, 2015

Include all modifications issued during life of schedule.

The following information is required by GSA in order to fill the request:

- Name of Requester
- Company Name
- Address
- Phone Number
- Fax Number

The charges for “current” schedules are:

- No charge for schedules containing 249 pages or less.
- Ten (10) cents per page for schedules containing 250 pages or more, starting with page 1.

After the Federal Schedules Information Center has received the request, staff will research the subject schedule. The requester will be contacted after a page count and a price has been determined, if applicable. When payment is received, the requester will receive the information via U.S. Mail. Please allow a minimum of 2 weeks to receive copies of the schedule(s) requested.

Expired Federal GSA Contracts

There are four (4) options for obtaining a copy of an expired Federal GSA schedule, including price pages for product/services, contract terms and conditions, and all applicable modifications.

Continued on next page

SECTION 3 – EXHIBITS

Exhibit J – How to Obtain Federal GSA Schedules, Continued

**Expired Federal
GSA Contracts**
(continued)

- Option 1-Internet: www.gsa.gov
(then select link to Freedom of Information Act)
- Option 2-Phone: Federal Freedom of Information Act (FOIA)
(202) 501-2262, ask for Sharon Lighton
- Option 3-E-mail: sharon.lighton@gsa.gov
- Option 4-FAX: Federal Freedom of Information Act
(202) 501-2727; Attention Sharon Lighton

The GSA internet site contains useful information on how to request a document, fees, and office address information. FOIA has begun to put GSA FSS Price Schedules on their website; however, not all schedules are available at this time. If a schedule is found online, it may be able to be downloaded. Otherwise, provide FOIA with the price schedule and requestor information as detailed above.

FOIA charges are:

- No charge for schedules with a cost of \$25.00 or less.
1. \$29.00 per hour charge for researching a request, plus ten (10) cents per page for any requested copy.

**How Long Does it
Take?**

Please note that under the Freedom of Information Act, FOIA is required to respond to all requests within 20 working days from receipt of request.

SECTION 3 – EXHIBITS

EXHIBIT K – PRODUCTIVE USE REQUIREMENTS FOR IT PRODUCTS

The following requirements apply to all information technology products being offered for a CMAS contract.

Productive Use Requirements for Information Technology Products

The elapsed time that hardware or software must have been in operation is based upon the importance of the hardware or software for system operation and its cost.

Each hardware or software component must be in current operation for a paying customer. The paying customer must be external to the contractor's organization (not owned by the contractor and not owning the contractor).

Categories 1 and 2 below designate product categories and the required period of time for equipment or software operation before replacement products and NSP items are acceptable.

Category 1 – Critical Software

Critical software is software that is required to control the overall operation of computer system or peripheral equipment. Included in this category are operating systems, database management systems, language interpreters, assemblers and compilers, communications software and other essential system software.

Cost

Prior Operation

- | | |
|------------------------------|----------|
| (1) More than \$100,000 | 8 months |
| (2) \$10,000 up to \$100,000 | 4 months |
| (3) Less than \$10,000 | 1 month |

Category 2 – All Information Technology Equipment and Non-Critical Software

Information technology equipment is defined in SAM Section 4819.2.

Cost

Prior Operation

- | | |
|------------------------------|----------|
| (1) More than \$100,000 | 6 months |
| (2) \$10,000 up to \$100,000 | 4 months |
| (3) Less than \$10,000 | 1 month |

Compliance Substantiation

To enable substantiation of compliance with the Productive Use Requirements, the contractor must provide the name and address of the applicable customer installation and the name and telephone number of a contact person.

SECTION 3 – EXHIBITS

EXHIBIT L – TELECOMMUNICATION SERVICES

CALNET 2 Contract The services listed below are available in the California Technology Agency, Office of Technology Services, Statewide Telecommunications and Network Division CALNET 2 contract. These services are mandatory for all State agencies pursuant to the Department of General Services Management Memo 04-08.

Voice Network Services

- Local Usage
- Long Distance
- Long Distance Access
- Advanced Intelligent Network (AIN)
- Toll Free
- Enhanced Toll Free
- 800 Enhanced Call Routing (ECR)
- International Toll Free
- 900 Service
- Operator Services
- Calling Card
- Prepaid Calling Card
- Centrex Audio Conferencing
- Audio Conferencing

Line Side Services

- Business Access Line (1MB)
- Centrex
- Integrated Services Digital Network (ISDN)
- Account Codes
- Private Branch Exchange (PBX) Trunks
- Super Trunk Service
- Voice Mail
- Announcements/Music in queue
- Custom Local Signaling Services (CLASS)
- Interactive Voice Response (IVR) and Call Router
- Automated Attendant/Call Routing
- Automated Call Director (ACD)
- ACD/Management Information System (MIS)
- Computer Interface (CompuCall) Service
- Intelligent Call Routing

Data Services

- Dedicated Services
- Extended Dedicated Services
- SONET (Synchronous Optical Network) Ring and Access Services
- ISDN
- Switched 56
- Switched T1/T3
- Extended ATM
- Frame Relay Service and Asynchronous Transfer Mode (ATM) Data Services
- InterLATA Frame Relay & ATM
- Extended Frame Relay
- Managed Frame Relay
- Managed Extended Frame Relay
- Gigabit Metropolitan Area Network (GigaMAN)

Additional Services Billing/Invoicing Services

SECTION 3 – EXHIBITS

Exhibit M - Internet Hot Link

Introduction

To assist with the marketing of your CMAS contract, we can establish a hot link from the CMAS contract listing at our website to your company's website. This marketing tool can only be provided to companies with an awarded CMAS contract. To request this hot link, complete and return this form to the CMAS Unit.

Required Information at Your Website

In order to qualify, the Contractor's website should contain CMAS specific content such as:

- CMAS Contract Number(s)
 - Term of Contract
 - Contact Person & Phone Number
 - Description Identifying Contract Products and/or Services
 - Full On-Line Contract
-

Where to Send Form

California Department of General Services
Procurement Division – CMAS Unit
Attention: Application Processing
P.O. Box 989052, MS #2-202
West Sacramento, CA 95798-9052

Fax: (916) 375-4663
Email: cmas@dgs.ca.gov

HOT LINK INFORMATION

Contractor (Company) Name: _____

CMAS Contract Number(s): _____

CMAS Contact Person: _____

Phone: _____ Ext: _____

Contractor Website Address: _____

SECTION 3 – EXHIBITS

Exhibit N - Darfur Contracting Act Certification Form

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476. (See back for instructions.)

Therefore, to be eligible to submit a bid, proposal, or CMAS application, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph #1 or Paragraph #2, or via initials and certification for Paragraph #3):

Company/Vendor Name (Printed)

Federal ID Number

Printed Name and Title of Person Initialing (for Options 1 or 2)

1. _____ We do not currently have, or we have not had within the previous three years, business
Initials activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code section 10476, but we
Initials have received written permission from the Department of General Services (DGS) to
submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of
the written permission from DGS is included with our bid or proposal.

OR

3. _____ We currently have, or we have had within the previous three years, business activities or
Initials & other operations outside of the United States, but we certify below that we are not a
Certification scrutinized company as defined in Public Contract Code section 10476.
Below

CERTIFICATION FOR #3

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder/applicant to the clause listed above in #3. This certification is made under the laws of the State of California.

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed

Executed in the County and State of

Note Regarding Change of Status – If your company has a change of status, with regard to this certification, during the term of your contract(s) then it is incumbent on your company to submit an updated Certification. For questions regarding a change of status, please contact the contract’s designated State Contract Administrator.

SECTION 3 – EXHIBITS

Exhibit N - Darfur Contracting Act Certification Instructions

This Certification pertains to the Darfur Contracting Act (Act). All companies offering Non-Information Technology goods and/or services must complete this Certification.

Background

Effective January 1, 2009, procurements for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act) (Public Contract Code sections 10475, *et seq.*; Stats. 2008, Ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with **SCRUTINIZED** companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

A **SCRUTINIZED** company is a company doing specified types of business in Sudan as defined in Public Contract Code section 10476. **SCRUTINIZED** companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for Non-IT goods and/or services. (Public Contract Code section 10477(a)). Therefore, Public Contract Code section 10478(a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a **SCRUTINIZED** company in order to submit a bid or proposal to a State agency. (See #1 and #3 on the Certification).

A **SCRUTINIZED** company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code section 10477(b). (See #2 on the Certification).

Instructions for Certification

- Provide the Certification to an appropriate official within your company.
- The approving official shall fill in the company name and federal ID number and initial either item #1, #2, or #3. If item #3 is initialed, then the Certification for #3 must also be completed by an individual authorized to legally bind your company.
- Include the original, completed Certification with your CMAS application.
- If you are unable to certify as to #1, #2, or #3, or if you have any questions regarding the Certification, please contact CMAS at (916) 375-4363 or via e-mail at cmas@dgs.ca.gov.

Change of Status

If your company has a change of status with regard to this certification during the term of your contract, then it is incumbent on your company to submit an updated Certification. For questions regarding a change of status, please contact the contract's designated State Contract Administrator.

False Certification Penalties

Pursuant to Public Contract Code section 10479, a company that submits a false certification shall be subject to a monetary civil penalty of \$250,000 or twice the amount of the contract, whichever is greater; possible contract termination; ineligibility to bid on state contracts for a minimum of three years; and possible additional civil action, costs and fees.
