

Department of General Services Procurement Division 707 Third Street, 2<sup>nd</sup> Floor, MS 202 West Sacramento, CA 95605-2811

#### State of California

# MULTIPLE AWARD SCHEDULE Romtec Utilities, Inc.

4-09-56-0028A -

Construction Equip-Generator

Construction Equip-Pump

Generator-Mobile

(Above descriptions for marketing purposes only. Review contract for products/services available.)

**CONTRACT NUMBER:** 

4-09-56-0028A

CMAS TERM DATES:

6/15/2009 through 6/30/2011

**DISTRIBUTION:** 

**STATEWIDE** 

NOTICE: Products and/or services on this CMAS contract may be available on a mandatory Strategically Sourced (CSSI) Contract. If this is the case, the use of this CMAS contract is restricted unless the State agency has an approved exemption pursuant to MM 05-11, and as further explained in the CSSI Contract User Instructions. Information regarding CSSI contracts can be obtained at the website: <a href="https://www.pd.dgs.ca.gov/stratsourcing">www.pd.dgs.ca.gov/stratsourcing</a>. This requirement is not applicable to local government entities.

The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated July 2006.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.

Discount off commercial price list: 9%

Quantity Discount:

1-2=9%

3-5 = 11%

6-7 = 11.5%

Prompt Payment Terms: 1% 20 days.

MARISA TRUAX, Program Analyst, California Multiple Award Schedules Unit

#### **AVAILABLE PRODUCTS AND/OR SERVICES**

This contract provides for the purchase and warranty of lift station system equipment, meter and valve vaults, generators, and automatic transfer switches.

#### **EXCLUDED PRODUCTS AND/OR SERVICES**

SERVICES SUCH AS INSTALLATION, MAINTENANCE, REPAIR, TRAINING, PERSONAL SERVICES, and public works services with a requirement for state contractor licensing are <u>not</u> available under this contract.

#### **CMAS BASE CONTRACT**

This CMAS contract is based on some or all of the products and/or services and prices from GSA #GS-07F-9402S (ROMTEC UTILITIES, INC.) with a GSA term of 4/01/2006 through 3/31/2011. The term of this CMAS contract incorporates an extension of three months beyond the expiration of the base GSA contract, and is shown in the "CMAS Term Dates" on page 1.

#### **ISSUE PURCHASE ORDER TO**

Agency purchase orders must be mailed to the following address, or faxed to 541/496-0804:

Romtec Utilities, Inc. 18240 North Bank Rd Roseburg, OR 97470 Attn: Anise Bear

Agencies with questions regarding products may contact the contractor as follows:

Contact: Renee Helvie Phone: 541/496-9678

E-mail: romtec18@romtec.com

#### CALIFORNIA SELLER'S PERMIT

Romtec Utilities, Inc.'s California Seller's Permit No. is 101247631. Agencies can verify that this permit is still valid at the following website: <a href="www.boe.ca.gov">www.boe.ca.gov</a>.

#### DARFUR CONTRACTING ACT

This contractor has certified compliance to the Darfur Contracting Act per PCC section 10475, et seq. See the attached certification from this contractor regarding this act.

#### WARRANTY

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

#### **DELIVERY**

45-60 days after receipt of order, or as negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

#### PURCHASING AUTHORITY DOLLAR THRESHOLD

No CMAS order may be executed by a State agency that exceeds that agency's CMAS purchasing authority threshold or the CMAS maximum order limit, whichever is less.

### MAXIMUM ORDER LIMITS (Local Governments are Exempt)

The order limits for orders placed against CMAS contracts are as follows:

Non-Information Technology Goods:

\$100,000

These transactions are subject to the following requirements:

- State agencies must solicit a minimum of 3 CMAS contractors including 1 small business and/or DVBE (if available) who are authorized to sell the needed products and/or services listed on the CMAS contract and document responses. This is not a bid transaction so small business preference, protest language, intents to award, evaluation criteria, advertising, etc. are not applicable.
- If less than 3 offers received, state agencies must document their files with the reasons why the other suppliers solicited did not respond with an offer.
- If only one source is known (competing offers cannot be obtained), the non-competitive bid (NCB) contract process must be followed.

  See the latest Management Memo (currently MM 03-10 including supplements), or whichever Management Memo is in effect at the time a purchase order is issued, for NCB guidelines. Exceptions to NCB process are also addressed in MM 03-10.
- Evaluation and award may be based on best value, as applicable, and not restricted to lowest cost.
- For CMAS transactions under \$5,000 only one offer is required if the state agency can establish and document that the price is fair and reasonable.
- Exemptions to the CMAS order limits are not allowed.
- Local governments set their own order limits, and are not bound by the above order limits and requirements.

#### SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders (SAM 3572).

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

#### MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this contract.

#### **ORDERING PROCEDURES**

#### 1. Order Form

State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

#### 2. Purchase Orders

The agency is required to forward a copy of each purchase order to the Department of General Services (DGS), Procurement Division, Data Management, 707 Third Street, 2<sup>nd</sup> Floor, MS 203, West Sacramento, CA 95605-2811 (IMS Z-1).

The agency is required to complete and distribute the order form. The cost for each line item should be included in the order, not just system totals. See the CMAS Services Guide at www.dgs.ca.gov/pd (click on CMAS) for guidelines pertaining to all orders for services.

The contractor must immediately reject orders that are not accurate. Discrepancies are to be negotiated and incorporated into the order prior to delivery of the products.

#### 3. Service and Delivery after Contract Expiration

The <u>purchase order</u> must be issued before the CMAS contract expires. However, delivery of the products may be after the contract expires (unless otherwise specifically stated in the contract), but must be as provided for in the contract and as specified in the purchase order.

#### 4. Multiple Contracts on STD. 65 Order Form

Agencies may include multiple CMAS contracts from the same contractor on a single Std. 65 Contract/Delegation Purchase Order. For guidelines, see the Purchasing Authority Manual, Chapter 6.B4.1.

#### 5. Amendments to Agency's Purchase Orders

Agency purchase orders cannot be amended if the base CMAS contract has expired.

Management Memo 03-10 provides the following direction regarding amendments to department purchase orders:

#### Orders for Non-IT Goods:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the Request for Offers process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then the NCB process must be followed for the amendment.

Also see the Purchasing Authority Manual, Chapter 8, Topic 7, for more information on amending purchase orders.

#### **CONTRACT PRICES**

Contract prices for products are maximums. The ordering agency is encouraged to negotiate lower prices.

#### CONTRACTOR OWNERSHIP INFORMATION

Romtec Utilities, Inc. is a large business enterprise.

#### SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, state agencies shall whenever practicable first consider offers from small businesses that have established CMAS contracts [GC Section 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS Small Business and Disabled Veteran Partners:

www.pd.dgs.ca.gov (click on CMAS click on State Agencies)

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.

See the current fees in the DGS Price Book at: http://www.ofs.dgs.ca.gov/Price + Book/P/Purchasing.htm

#### 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.
- The Contractor will provide an ordering agency with the following information at the time the order is quoted:
  - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
  - 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 Certification 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 as outlined above.

#### **NEW EQUIPMENT REQUIRED**

The State will procure new equipment. All equipment 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.

Where Federal Energy Management Program (FEMP) standards are available, all state agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

#### **ELECTRONIC WASTE RECYCLING**

The Electronic Waste Recycling Act of 2003 requires retailers to collect a recycling fee from consumers on covered electronic devices starting January 1, 2005. California Public Resources Code, Section 42463(f) defines a "covered electronic device" as a video display device containing a screen greater than four inches measured diagonally. See the code identified above for more information and exceptions to this definition.

The Integrated Waste Management Board is implementing this new legislation, and the Board of Equalization is responsible for collecting these recycling fees from retailers. See the following two websites for more information on this topic:

http://www.ciwmb.ca.gov/Electronics/Act2003/

http://www.boe.ca.gov/sptaxprog/ewaste.htm

The electronic waste recycling fee must be shown as a line item on the agency purchase order before the Contractor can include it on their invoice.

#### SERVICES EXCLUDED ON THE CMAS PROGRAM

The following services are not available on the CMAS Program:

 Architectural, Construction, Engineering and Environmental Services

Services are not allowed on CMAS that are required by law to be performed by a licensed architect, licensed registered engineer, licensed landscape architect, construction project manager, licensed land surveyor, or environmental services as defined in Government Code 4525. If you have questions about these types of transactions, the Department of General Services (DGS), Real Estate Services Division (RESD) can be contacted at 916/376-1752.

#### 2. Legal Services

Contracting for legal services by state agencies is controlled by statutes (GC 11040) that require Attorney General approval prior to entering into contracts with outside counsel. Additionally, Article VII of the California Constitution requires that state legal work be performed by state employees, absent limited exceptions (Government Code 19130). There are also policy-based approval requirements for all Executive Branch agencies that control the use of private counsel.

#### 3. Other Excluded Services

Also, services involving financial audits, facility planning, registered nursing, and security guards are not available on the CMAS Program.

#### OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS

This provision does not apply to this CMAS contract.

#### STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS contracts is optional. A local government is any city, county, city and county, district or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges that is empowered to expend public funds. While the state makes this contract available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

#### UPDATES AND/OR CHANGES

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

A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.

### SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the Federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

#### ORDER OF PRECEDENCE

The CMAS Terms and Conditions shall prevail if there is a conflict between the terms and conditions of the contractor's Federal GSA, packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

#### APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS contracts. Notwithstanding this, there is no guarantee that every possible requirement that pertains to all the different and unique state processes has been included.

#### STATEWIDE PROCUREMENT REQUIREMENTS

Agencies must carefully review and adhere to all statewide procurement requirements in the Purchasing Authority Manual, such as:

- Automated Accounting System requirements of State Administrative Manual (SAM) Section 7260-62
- Productive Use Requirements of SAM Section 5203
- Agencies are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order over \$5,000 within 10 days of award, including supplements that exceed \$5,000.
- Pursuant to Unemployment Insurance Code Section 1088.8, state and local government agencies must report to the Employment Development Department (EDD) all payments for services that equal \$600 or more to independent sole proprietor contractors. See the contractor's Std. Form 204, Payee Data Record, in the CMAS contract to determine sole proprietorship. All inquiries regarding this subject should be forwarded to EDD: Technical questions: 916/651-6945 or Information and forms: 916/657-0529.

Annual small business and disabled veteran reports.

### ETHNICITY/RACE/GENDER REPORTING REQUIREMENT

Effective July 1, 2002, in accordance with Public Contract Code 10116, state agencies are to capture information on ethnicity, race, and gender of business owners (not subcontractors) for all awarded contracts, including CAL-Card transactions. Each department is required to independently report this information to the Governor and the Legislature on an annual basis.

Agencies are responsible for developing their own guidelines and forms for collecting and reporting this information,

Contractor participation is voluntary.

#### PAYMENTS AND INVOICES

#### 1. Payment Terms

Payment terms for this contract are net 45 days.

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.

#### 2. Payee Data Record (Std. 204)

Each state accounting office must have a copy of the attached Payee Data Record (Std. 204) in order to process payment of invoices. Agencies should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed.

#### 3. DGS Administrative Fee

The Department of General Services (DGS) will bill each state and local 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.

See the current fees in the DGS Price Book at: http://www.ofs.dgs.ca.gov/Price+Book/P/Purchasing.htm

#### 4. Contractor Invoices

Unless otherwise stipulated, the contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- Contract number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

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

The company name on the CMAS contract, purchase order and invoice must match or the State Controller's Office will not approve payment.

#### 5. Credit Card

Romtec Utilities, Inc. accepts the State of California credit card (CAL-Card).

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 to suppliers not California certified as a small business.

#### 6. Leasing

Except for Federal Lease to Own Purchase (LTOP) and hardware rental provisions with no residual value owed at end term (\$1 residual value is acceptable), Federal GSA Lease provisions are NOT available through CMAS because the rates and contract terms and conditions are not acceptable or applicable to the State.

SEAT Management financing options are NOT available through this contract.

As an alternative, agencies may consider financing through the State's financial marketplace GS \$Mart™. All terms and conditions and lenders are pre-approved for easy financing. The GS \$Mart™ Internet address is <a href="www.dgs.ca.gov/pd">www.dgs.ca.gov/pd</a> then click on GS \$Mart™. Buyers without Internet access may contact the GS \$Mart™ Administrator, Pat Mullen by phone at 916/375-4617 or via e-mail at <a href="mailto:pat.mullen@dgs.ca.gov">pat.mullen@dgs.ca.gov</a> for further information.

#### 7. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 – 11263 and 11019).

It is NOT acceptable to pay 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.

#### 8. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (SAM 3700). Approval by the Department of General Services is not required.

#### **CONTRACTOR QUARTERLY REPORTS**

Contractors are required to submit a detailed report quarterly to the DGS Procurement Division, CMAS Unit, 707 Third Street, 2<sup>nd</sup> Floor, MS 202, West Sacramento, CA 95605-2811, Attention: Quarterly Report Processing. A separate report is required for each contract, as differentiated by alpha suffix (if applicable). Contractors with resellers are responsible for reporting reseller ordering activity. Any report that does not follow the required format or that excludes information will be deemed incomplete and returned to the contractor.

To facilitate collection of administrative fees, copies of local government agency purchase orders must accompany the CMAS quarterly report.

New contracts for contractors with existing contracts, and extensions or renewals of existing contracts, will be approved ONLY if the contractor has submitted to the CMAS Unit all quarterly reports due. Each quarterly report is required within two weeks of the end of March, June, September, and December of each calendar year. A report is required even when there is no activity.

The report must include the agency name, purchase order number, purchase order date, agency billing code, pre-tax total order cost, agency contact name, address and phone number, and total dollars for the quarter. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order.

A sample quarterly report indicating required format and information is attached for your reference (Attachment A).

### CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS

CMAS contractors are required to provide the entire contract that consists of the following:

- Cover pages with DGS logo and CMAS analyst's signature, and Ordering Instructions and Special Provisions.
- Payee Data Record (Std. 204).
- California CMAS Terms and Conditions.
- Federal GSA Terms and Conditions.
- Federal GSA products and price list.
- · Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the contract and are at or below contract rates. To streamline substantiation that the needed items are in the contract, the agencies should ask the contractor to identify the specific pages from the contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

### CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a commercially useful function. It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

#### AGENCY RESPONSIBILITY

Agencies must contact contractors to obtain copies of the contracts and compare them for a best value purchasing decision.

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

#### CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues.

For guidelines, see the CMAS Services Guide, Attachment B.

#### FEDERAL DEBARMENT

When federal funds are being expended, the <u>agency</u> is required to obtain (retain in file) a signed "Federal Debarment" certification from the contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

#### LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages must be included in the purchase order to be applicable, mutually agreed upon by agency and contractor, and cannot be a penalty.

#### **ACCEPTANCE TESTING CRITERIA**

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

#### SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Origin. Buying agency pays the freight charges.

State agencies (not local governments) must follow the instructions below for shipping charges exceeding \$50.00.

All shipments will be made by ground transportation unless otherwise ordered on the Std. 65.

Before placing order, contact the DGS Transportation Management 916/376-1888 to determine the routing of freight shipments. You will need to provide Transportation Management with the point of origin and destination. They will also want to know the commodity being shipped and the estimated shipping weight of the order. If shipping overnight, the account number must be included.

Routing information should be shown on the face of the Contract/Delegation Purchase Order (Std. 65) in the format shown below.

Shipping Instructions:	
Supplier route via	
Carrier's telephone numb	er
Annotate bill(s) of lading	as follows:
"Freight for account of	of State of California. Tender
Number	applies. State of
California Purchase O	rder Number
SHIP FREIGHT COLLE	CT."
Estimated Freight cha	rges:

If supplier is unable to use this carrier, call Transportation Management at 916/376-1888.

The following statement must be noted on the purchase order when the commodities are being shipped via UPS (United Parcel Service) and the State is paying directly to UPS (Collect).

#### **Shipping Instructions:**

Supplier route via United Parcel Service (surface).	
State of California, Department of	
UPS account number applies.	
State of California Purchase Order Number	
SHIP COLLECT.	
Estimated UPS charges: .	

If supplier is unable to use UPS, call Transportation Management at 916/376-1888.

Contractor note: Additional shipping costs incurred by deviation to above shipping instructions, without Transportation Management approval, shall be charged to the contractor.

#### AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and 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. See Attachment B for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

### DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

Department of General Services Procurement Division, CMAS Unit 707 Third Street, 2<sup>nd</sup> Floor, MS 202 West Sacramento, CA 95605-2811

Phone # 916/375-4363 Fax # 916/375-4663 Calnet # 8/480-4363