



October 15, 2007

Mr. Daniel Sanderson
Iron Mountain Information Management, Inc.
8150 Signal Court
Sacramento, CA 95824

Subject: Iron Mountain Information Management, Inc.'s California Multiple Award Schedule (CMAS)

CMAS #4-07-03-0252A - Contract Term: October 15, 2007 through December 31, 2011
GSA #GS-25F-0066M - Records Mgmt Srvc
(includes Mod #9) Records Shredding Srvc
Records Storage Srvc

The State of California is pleased to accept your firm's offer to establish a California Multiple Award Schedule (CMAS) contract, which we have assigned the above CMAS contract number for the term identified on page one of the contract. This contract number must be shown on each invoice rendered. Additionally, this letter shall not be construed as a commitment to purchase any or all of the State's requirements from your firm.

Agencies may procure their services from your firm during the term of this contract. This acceptance letter, the attached CMAS contract pages including ordering instructions and special provisions as well as CMAS Terms and Conditions shall be considered part of the CMAS contract.

It is your firm's responsibility to furnish, upon request, copies of the CMAS contract to state and local agencies. A complete CMAS contract includes the following: 1) CMAS cover pages (signature page, ordering instructions and special provisions as prepared by the CMAS Unit), Std. 204 Payee Data Record, and any attachments or exhibits as prepared by the CMAS Unit, and 2) CMAS Terms and Conditions. The CMAS Unit strongly recommends to all government agencies to place orders with suppliers who provide ALL of the contract elements described above.

Contractors are required to submit a detailed report quarterly (refer to CMAS Terms and Conditions, General Provisions) to the **DGS Procurement Division, CMAS Unit, MS-202, 707 Third Street, 2nd Floor, West Sacramento, CA 95605-2811, Attention: Quarterly Report Processing**. A separate report is required for each contract, as differentiated by alpha suffix and shall include the activity of the contractor's authorized CMAS resellers when applicable. This report is required within two weeks after the end of March, June, September, and December of each calendar year. A report is still required when there is no activity.

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

**THE FIRST QUARTERLY REPORT DUE FOR THIS CONTRACT IS Q4-2007 (OCTOBER-DECEMBER)
DUE BY JANUARY 15, 2008.**

If your firm has an electronic Bulletin Board System (BBS) available to state departments for on-line inquiry of current catalog or listing updates, or your catalog(s) or listing(s) are available on CD ROM, please inform our agencies of how they may avail themselves of these options.

Upon award of your CMAS Contract, a "Tool Kit" is available for your use in marketing your services to state and local government agencies, school districts, utilities and other entities authorized to expend public funds. The Tool Kit can be accessed through the CMAS website at www.dgs.ca.gov/pd by selecting CMAS; Suppliers/Contractors; CMAS Marketing Tool Kit. The CMAS logo icons, "Approved CMAS Contractor", are only available to approved CMAS contract holders for display at conferences or on other marketing material. A login and password is required in order to download the logo. At the prompt, enter the login: "cmassupplier" and the password: "cmas010194". If you need assistance during this process, please call me.

We remind you that prior approval is required from the State for all news releases regarding this contract. Also, it is not acceptable to include any products or services on CMAS that are not approved for the federal GSA schedule referenced in your CMAS contract.

Should you have any questions, please contact me at 916/375-4391. Thank you for your continued cooperation.


MARISA TRUAX, Program Analyst
California Multiple Award Schedules Unit

Attachments



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

State of California
MULTIPLE AWARD SCHEDULE
Iron Mountain Information
Management, Inc.

4-07-03-0252A - Records Mgmt Srvc
Records Shredding Srvc
Records Storage Srvc

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

CONTRACT NUMBER: 4-07-03-0252A

CMAS TERM DATES: 10/15/2007 through 12/31/2011

DISTRIBUTION: STATEWIDE

NOTICE: 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: www.pd.dgs.ca.gov/stratsourcing. This requirement is not applicable to local government entities.

The information technology services offered under this contract can only be provided where they are incidental to and in support of the business solutions developed under this contract.

ALL APPLICABLE FEDERAL TERMS AND CONDITIONS HAVE BEEN INCORPORATED INTO THIS DOCUMENT. ATTACHMENT C INCLUDES THE CONTRACT SERVICE OFFERING DESCRIPTIONS AND THE PRICE LIST.

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.

Effective Date: **10/15/2007**

MARISA TRUAX, Program Analyst, California Multiple Award Schedules Unit

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
IRON MOUNTAIN INFORMATION MANAGEMENT, INC.
CMAS NO. 4-07-03-0252A**

AVAILABLE SERVICES

This contract provides for the purchase and warranty of Records Management (Storage) Services, Records Destruction Services and Records Open Shelf and XOD Services.

Consulting services are only available in support of records management (storage), destruction and open shelf and XOD services within the scope of this contract.

EXCLUDED PRODUCTS AND/OR SERVICES

DIGITAL ARCHIVES SERVICES are not available under this contract.

CMAS BASE CONTRACT

This CMAS contract is based on some of the services and prices from GSA #GS-25F-0066M (IRON MOUNTAIN INFORMATION MANAGEMENT, INC.) with a GSA term of 10/01/2006 through 9/30/2011 including modification 9. 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 916/924-8979:

Iron Mountain Information Management, Inc.
8150 Signal Court
Sacramento, CA 95824
Attn: Dan Sanderson

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

Phone: 916/708-5441
E-mail: Daniel.sanderson@ironmountain.com

CONTRACTOR OWNERSHIP INFORMATION

Iron Mountain Information Management, Inc. is a large business enterprise.

WARRANTY

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

Contractor personnel shall have the experience, education and expertise as delineated in the CMAS contract.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

DELIVERY

1 day after receipt of order or as negotiated between agency and contractor and included in the purchase order.

APPROVAL OF ORDERS FOR NON-IT CONSULTING

For Non-Information Technology services that exceed \$50,000, the Statement of Work must be forwarded to DGS/PD with the purchase order for review and approval prior to issuing purchase order. Refer to the provision of this contract entitled "Consulting or Personal Services" for more information on this matter.

Agencies entering into more than one Non-IT consulting services contract with the same contractor within a 12-month period for an aggregate amount of \$12,500 or more must have each contract approved by the DGS, Office of Legal Services. Refer to Public Contract Code Section 10371 and State Contracting Manual, Volume 1, Section 3.02.4.

CONTRACT PRICES

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

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.

MINIMUM ORDER LIMITATION

The minimum dollar value of an order to be issued under this contract is \$75.

MAXIMUM ORDER LIMITS (Local Governments are Exempt)

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

Non-Information Technology Services: **\$250,000**
(DGS-PD prior approval required if over \$50,000. See further below.)

These transactions are subject to the following requirements:

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- State agencies must solicit a minimum of 3 contractors including 1 small business and/or DVBE (if available) and document responses. This is not a bid transaction so small business preference, protest language, intent 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).

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, Procurement Division, Data Management, 707 Third Street, 2nd Floor, MS 203, West Sacramento, CA 95605-2811 (IMS Z-1).

The agency is required to complete and distribute the order form. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. 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 the products and services being delivered.

3. 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.

4. Service and Delivery after Contract Expiration

The purchase order must be issued before the CMAS contract expires. However, completion of the services may be after the contract expires, but must be as specified in the purchase order.

Also, purchase order amendments cannot be issued to add services if the CMAS contract has expired.

5. Amendments to Department's Purchase Orders

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

Orders for Non-IT Services:

Original orders, which do not include options for changes (e.g., quantity or time), may be amended. This only applies to the first amendment, the time shall not exceed one year, or add not more than 30% of the original order value, not to exceed \$250,000. The original contract must have permitted amendments. Outside of these conditions, the NCB process must be followed.

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

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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:
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

1. 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.
2. 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.
 - b. 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.

3. 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.

CONSULTING OR PERSONAL SERVICES

To ensure sufficient expertise for all consulting or personal services contracts, prior to issuing an order, the agency is required to review the resumes of all personnel the contractor intends to use to fulfill the order. Each agency is responsible for verifying that contractor personnel meet any education or experience requirements listed in the CMAS contract.

Each order should contain, as a minimum, a description of the task, a statement of the contractor's responsibilities, completion criteria, a list of deliverable items (if any), the estimated starting date, the scheduled completion date, and a fixed cost for each task.

See the CMAS Services Guide at www.dgs.ca.gov/pd (click on CMAS) for guidelines pertaining to all orders for services).

The aggregate of the fixed costs for all tasks constitutes the fixed price ceiling for all tasks described.

1. Bond Requirements

For guidelines, see the CMAS contract, General Terms and Conditions, CMAS Progress Payments / Performance Bonds. Also, see the CMAS Services Guide, Section 2, Bond Requirements provision.

2. Outsourcing Services

Careful analysis must be given by state agencies to using contracted personnel rather than using civil service positions within state government. Outsourcing services is permissible under the following conditions.

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Government Code 19130(c) requires that all persons who provide services to the State under conditions that constitute an employment relationship shall, unless exempted by Article VII (Section 4) of the California Constitution, be retained under an appropriate civil service appointment.

Management Memo (MM) 95-18 provides the guidance necessary to make the required determination between employee status and independent contractor status and requires a certification about employee status and independent contractor status for each individual under contract.

Issuing a CMAS purchase order for services is permissible when any of the following conditions set forth in Government Code Section 19130(b) can be met:

- Exempt under Constitution
- New state function and legislative authority
- Service not available; highly specialized or Technical
- Incidental to the purchase or lease
- Conflict of interest; need unbiased findings
- Emergency appointment
- Private counsel, with Attorney General (AG) approval and Governor's Office, if applicable
- Contractor will provide deliverables that are not feasible for the State to provide
- Training when civil service is not available
- Urgent, temporary, or occasional services when civil service delay would frustrate the purpose (see Option 2 below)

When justified as outlined above, personal services must fall under one of the two following options:

Option 1. CMAS orders for personal services such as project management, independent verification and validation, systems analysis and design, and miscellaneous services are not limited to the number of hours or months per year that a consultant can work if the services contracted for are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system (Government Code 19130.b (3)).

Option 2. CMAS personal services orders for programmers, systems analysts, and technical specialists which are of an urgent, temporary, or occasional nature, such that hiring additional civil service positions is not feasible, are limited to nine months (1548 hours) per consultant within a twelve consecutive month period (Government Code 19130.b (10)/California State Constitution, Article VII, Section 5).

This provision is per agency and is inclusive of orders issued on your behalf by another agency. Contractors must wait three (3) months from CMAS order termination/expiration before submitting the candidate's resume for work at the same agency/department.

For both options above, the contractor may conduct training courses for which appropriately qualified civil service instructors are not available, provided that permanent instructor positions in academies or similar settings shall be filled through civil service appointment (Government Code 19130.b (9)).

For each order, the agency must prepare and retain in their file a written justification that includes specific and detailed factual information that demonstrates that the contract meets one or more of the conditions set forth in Government Code 19130(b).

3. State Personnel Board Requirements

State Personnel Board (SPB) approval is required for a purchase order based on cost savings to the State as justification for not using civil service personnel.

4. Statement of Work

A Statement of Work (SOW) must be prepared as applicable for each Purchase Order. Information regarding the preparation of a SOW is available at www.dgs.ca.gov/pd, then select the CMAS link, then select the State Agencies link, then select the Statement of Work link. Agencies are strongly encouraged to use this information when developing SOW requirements that will accompany the Request for Offer and the resulting Purchase Order.

5. Follow-on Contracts are 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 (Public Contract Code 10365.5).

Therefore, any consultant who develops a program study or provides formal recommendations is precluded from providing any work recommended in the program study or the formal recommendation.

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**6. Prior Approval Required for Non-IT Services
exceeding \$50,000**

State agencies (not local governments) must send all orders for non-Information Technology services that exceed \$50,000.00 to DGS/PD for review and approval prior to sending order to the Contractor. The following documents must be sent to DGS/PD:

- Signed purchase order document (Std. 65)
- All attachments to PO including the SOW
- Signed Summary Agreement (Std. 215)
- Complete copy of supplier's CMAS contract
- Assessment and Selection document
- Copy of Request for Offer (RFO)
- Listing of all CMAS contractors solicited
- Copies of all supplier responses to the RFO

Send the above documents to:

Department of General Services
Procurement Division, IMS Z-1
707 Third Street, 2nd Floor, MS 202
West Sacramento, CA 95605
Attn: CMAS Unit - PO Approval

Contractors must not accept purchase orders for non-IT services that exceed \$50,000.00 unless they include the required approval stamp from DGS.

SERVICES EXCLUDED ON THE CMAS PROGRAM

The following services are not available on the CMAS Program:

1. 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 (RESA) 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.

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 not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

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.

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
- Services may not be paid for in advance.

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- 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 Public Contract Code Section 10359 state agencies are to report all Consulting Services Contract activity for the preceding fiscal year to DGS and the six legislative committees and individuals that are listed on the annual memorandum from DGS.
- Annual small business and disabled veteran reports.
- Post evaluation reports. Public Contract Code 10369 requires state agencies to prepare post evaluations on form Std. 4 for all completed consulting services contracts of more than \$5,000. Copies of negative evaluations must be sent to the DGS Office of Legal Services. The Bureau of State Audits requires state agencies annually to certify compliance with these requirements.

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: 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. 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.

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6. Credit Card

Iron Mountain Information Management, 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.

CONTRACTOR QUARTERLY REPORTS

Contractors are required to submit a detailed report quarterly to the DGS Procurement Division, CMAS Unit, 707 Third Street, 2nd 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 still required 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.
- 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.

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.

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FEDERAL DEBARMENT

When federal funds are being expended, the agency 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).

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.

All 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, 2nd Floor, MS 202
West Sacramento, CA 95605-2811

Phone: 916/375-4363
Fax: 916/375-4663

Calnet: 8/480-4363

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
IRON MOUNTAIN INFORMATION MANAGEMENT, INC.
CMAS NO. 4-07-03-0252A**

ATTACHMENT A

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

- A report is still required when there is no activity for the quarter.
- Copies of local government agency purchase orders must accompany the CMAS quarterly report.
- Quarterly Reports are due two weeks after the end of the quarter.

1. Calendar Quarter Number: (Quarter # and Year)
2. CMAS Contract Number: XX-XX-XX-XXXXX (including alpha suffix if applicable)
3. Contractor: Company Name and Address
4. Contractor Contact: Name and Phone Number

5.	6.	7.	8.	9.	10.	11.	12.	
Agency Name	Purchase Order Number	Purchase Order Date	Agency Billing Code	Total Dollars per Purchase Order	Agency Contact	Agency Address	Phone Number	
			FORMAT					

13. Total dollars for quarter: \$ _____

The Quarterly Report must contain all of the above data elements, but may be in a landscape report format.

1. Identify the calendar quarter number and year for the report you are submitting.
2. Identify your company's CMAS contract number. A separate report is required for each contract, as differentiated by alpha suffix (if applicable). Multiple contracts on Std. 65 State Purchase Order form should be itemized by contract number. For each individual contract (as differentiated by alpha suffix), identify and group together the contract number with line-items and subtotal per contract number (do not include tax in the subtotal).
3. Identify your company name and mailing address.
4. Identify the company contact and phone number for the CMAS contract or the person preparing and submitting the report.
5. Identify the State Agency or local government that issued the CMAS order.
6. Identify the purchase order number (and supplement number if applicable) on the order form. This is not your invoice number. This is the number the agency or local government assigns to the order.
7. Identify the date the purchase order was issued. This is not the date you received, accepted, or invoiced the order.
8. Identify the State Agency billing code. This is a five-digit number identified on the upper right hand corner of the Std. 65 purchase order form. You must identify this number on all purchases made by State of California agencies. Local governments will not reference a billing code. You may leave this blank for local government orders.
9. Identify the total dollars of each purchase order before tax. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount regardless of when you invoice order, perform services, deliver product, or receive payment. For amended orders, enter the incremental increase/decrease only.
10. Identify the "Bill To" agency or local government CONTACT on the purchase order.
11. Identify the "Bill To" agency or local government ADDRESS on the purchase order.
12. Identify the agency or local government phone number on the purchase order.
13. Identify the total dollars pre-tax for all orders placed in that calendar quarter.

ATTACHMENT B

ADA NOTICE

Procurement Division (State Department of General Services)
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
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.

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 contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

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 PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 376-1891
Fullerton Office: (714) 773-2093

The California Relay Service Telephone Numbers are:

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
IRON MOUNTAIN INFORMATION MANAGEMENT, INC.
CMAS NO. 4-07-03-0252A**

ATTACHMENT C

RECORDS MANAGEMENT SERVICE DESCRIPTIONS AND PRICE LIST

Hard Copy Services

a. Services Overview: Iron Mountain offers customers full services for all facets of records storage, including retrieval, transportation and processing. The Company also designs and implements enterprisewide records management programs encompassing policy, roll-out and records management systems. Iron Mountain's solution is cost effective and provides customers with quick and easy access to records in storage. With a wide variety of cartons and supplies for all storage requirements, Iron Mountain offers assured quality, convenience and security to all customers.

b. The following identifies the specific Iron Mountain Records Management Hard Copy Services and related prices available under this Pricelist.

CLIN	Task/Description	Unit	Price/Unit
001	Add-Lots Use this service to add new cartons to storage	Each	\$1.04
002A	Pick-up within 50 mile radius Use this service to have the first cubic foot of material picked up from an address located within 50 miles of the Iron Mountain location where it is to be stored	1st box	\$10.61
002B	Additional Pick-up within 50 mile radius Use this service in conjunction with CLIN#002A when more than one cubic foot of material is to be picked up from an address located within 50 miles of the Iron Mountain location where it is to be stored	Additional boxes	\$1.27
003	Pick-up beyond 50 mile radius Use this service when material is to be picked up from an address located beyond 50 miles of an Iron Mountain location	Each	\$5.19
004A	Monthly Storage of Paper	cubic foot	\$0.137
004B	Monthly Storage of magnetic media (e.g. 16mm Roll Film, 35mm Roll Film, Microfiche) in climate controlled environment using storage containers	cubic foot	\$1.16
004C	Monthly Storage of Individual Magnetic Tapes or Cartridges:	reel	\$0.137
004D	Monthly Private Storage Space Dedicated, environmentally controlled storage space occupied by one client exclusively (minimum of 103 square feet). Not available in all locations.	Square Foot	\$5.74
005	Disposals	Each	\$3.23

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RECORDS MANAGEMENT SERVICE DESCRIPTIONS AND PRICE LIST

CLIN	Task/Description	Unit	Price/Unit
	Disposal (i.e. destruction) of material		
006A	Retrieval of Container Retrieval of container(s) scheduled for delivery on a next-day basis.	Each	\$2.77
006B	Retrieval of Folder Retrieval of file(s) scheduled for delivery on a next-day basis	Each	\$4.05
006C	Rush Retrieval of Container Rush Retrieval of container(s) scheduled for delivery on a same-day basis	Each	\$4.56
006D	Rush Retrieval of File Rush Retrieval of file(s) scheduled for delivery on a same-day basis	Each	\$6.43
007	Permanent Withdrawal Permanent Withdrawal of container	Each	\$4.57
008A	Delivery within 50 mile radius Use this service to have the first cubic foot of material delivered to an address located within 50 miles of the Iron Mountain location where it is stored	1st box	\$11.69
008B	Additional Delivery within 50 mile radius Use this service in conjunction with CLIN#008A when more than one cubic foot of material is to be delivered to an address located within 50 miles of the Iron Mountain location where it is stored	Additional boxes	\$1.32
008C	Rush Delivery within 50 mile radius Use this service in conjunction with CLIN#006D when one cubic foot of material is to be delivered on a same-day basis to an address located within 50 miles of the Iron Mountain location where it is stored	1st box	\$33.33
008D	Additional Rush Delivery within 50 mile radius Use this service in conjunction with CLIN#006D and CLIN #008C when more than one cubic foot of material is to be delivered on a same-day basis to an address located within 50 miles of the Iron Mountain location where it is stored	Additional boxes	\$2.61

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RECORDS MANAGEMENT SERVICE DESCRIPTIONS AND PRICE LIST

CLIN	Task/Description	Unit	Price/Unit
009	Shipping cost beyond 50 mile radius Use this service when material is to be delivered to an address located beyond 50 miles of the Iron Mountain location where it is stored.	Each	3rd party cost + \$2.34 each
010A	Refile of Container Refile of container to shelved location	Each	\$2.76
010B	Refile of File Refile of file folder/item into a container	Each	\$4.05
011A	Photocopy Service Photocopy of pages contained in customer's material	page	\$0.11
011B	Roll Film Duplication Duplication of roll film container in customer's material	roll	\$11.67
011C	Microfiche Duplication Duplication of microfiche contained in customer's material.	fiche	\$1.12
012	Facsimile Services Facsimile of information container in customer inventory. CLIN to be used in conjunction with CLIN #006A	page	\$1.18
013	Monthly Storage of Palletized Material Material that is shrink-wrapped and palletized	cubic foot	\$0.137
014	Warehouse Clerk Individual(s) responsible for performing functions outside the normal contract as outlined in a special project scope of work statement	hour	\$21.04
015	Data Entry Specialist Individual(s) responsible for keying data outside the normal contract as outlined in a special project scope of work statement	hour	\$21.04
016	Emergency Services Individual(s) responsible for performing normal duties after hours.	hour	\$21.04

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RECORDS MANAGEMENT SERVICE DESCRIPTIONS AND PRICE LIST

CLIN	Task/Description	Unit	Price/Unit
017	<p>Project Manager/Coordinator</p> <p>Supervisory level Individual(s) responsible for overseeing warehouse clerk(s) and data entry specialist(s) outside the normal contract as outlined in a special project scope of work statement</p>	hour	\$24.81
018	<p>Records Analyst</p> <p>Individual(s) responsible for providing analytical assistant outside the normal contract as outlined in a special project scope of work statement</p>	hour	\$36.41
019	<p>Data Conversion Specialist</p> <p>Individual(s) responsible for developing and implementing data conversions outside the normal contract as outlined in a special project scope of work statement</p>	hour	\$70.02
020	<p>Site Preparation Coordinator</p> <p>Individual(s) responsible for planning the orderly transfer of material from a third-party location to an Iron Mountain facility outside the normal contract as outlined in a special project scope of work statement</p>	hour	\$50.48
021	<p>Senior Consultant/Engagement Manager</p> <p>Individual(s) responsible for overall engagement management, including strategy and planning. Primary duties include: Project scope generation, quality assurance, budget management, and management of engagement team.</p> <p>This CLIN can only be used within an approved consulting scope of work statement.</p>	day	\$1,556.10
022	<p>Project Manager</p> <p>Individual(s) responsible for the timely completion of engagement deliverables (milestones). Primary duties include: Project management and planning, status communication, quality assurance and management of staff consultants.</p> <p>This CLIN can only be used within an approved consulting scope of work statement.</p>	day	\$985.54

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RECORDS MANAGEMENT SERVICE DESCRIPTIONS AND PRICE LIST

CLIN	Task/Description	Unit	Price/ Unit
023	<p>Staff Consultant</p> <p>Individual(s) responsible for the completion of project tasks. Receiving direction from project managers, the primary duties include the development of project deliverables, communication pieces, and client training.</p> <p>This CLIN can only be used within an approved consulting scope of work statement.</p>	day	\$829.92
024	<p>Systems Analyst/Programmer</p> <p>Individual(s) responsible for the generation of an engagement's technical specifications and methodologies. Primary duties include: System design, testing, and integration; data conversion and technical specification development; and programming support.</p> <p>This CLIN can only be used within an approved consulting scope of work statement.</p>	day	\$829.92
027	<p>Legal Research Staff</p> <p>Staff members merge legal and regulatory research with retention schedules. Primary duties include legal and regulatory database maintenance, report generation, and quality assurance.</p> <p>This CLIN can only be used within an approved consulting scope of work statement.</p>	day	\$829.92

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RECORDS MANAGEMENT SERVICE DESCRIPTIONS AND PRICE LIST

Off-Site Data Protection Services

Services Overview: Iron Mountain's off-site data protection services provide secure, protected transport and off-site vaulting of backup tapes, managed continuous online data backup, recovery and off premises vaulting for Windows NT and Windows 2000 servers, disaster recovery planning, testing, consultation and more. For organizations that place a high value on disaster recovery services, Iron Mountain's off-site data protection services solution ensures that data is safe and securely vaulted off premises. Customers have fast emergency data retrieval support when, and wherever, it is needed.

The following identifies the specific Iron Mountain Records Management Off-Site Data Protection Services and related prices available under this Pricelist.

CLIN	Task/Description	Unit	Price/Unit
028	Regular transportation Use this service for regularly scheduled pick-up and delivery to or from client data center within 50 miles of an IMOSDP facility	Per trip	\$22.83
028a	Long distance transportation Use this service in addition to CLIN #1, #12, #13 and #14 when the client data center is greater than 50 miles from an IMOSDP facility	Per mile	\$.53
029	Tape slotting Use this service for the vault storage, security and protection of all individual pieces of media	Per slot monthly	\$.24
030	Tape handling Use this service for the labor involved in pulling individually slotted media going back to client data center and for distributing individually slotted media coming from the client data center	Per tape handled	\$.10 \$29.93 per month minimum when this service is utilized
031	Containers (20 capacity or small) Use this service for the vault storage, security and protection of all types of media utilizing the containerized method in small size containers	Per container monthly	\$8.82
032	Containers (40 capacity or medium) Use this service for the vault storage, security and protection of all types of media utilizing the containerized method in medium size containers	Per container monthly	\$10.89

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RECORDS MANAGEMENT SERVICE DESCRIPTIONS AND PRICE LIST

CLIN	Task/Description	Unit	Price/Unit
033	Containers (60 capacity or large) Use this service for the vault storage, security and protection of all types of media utilizing the containerized method in large size containers	Per container monthly	\$21.79
034	Container handling Use this service for the labor involved in pulling containerized media going back to client data center and for distributing containerized media coming from the client data center	Per container handled	No charge
035	Transport containers Use this service for containers utilized when transporting individually slotted media to and from the client data center	Per container monthly	\$5.19
036	Transport carts (480 capacity) Use this service for carts utilized when transporting extremely large quantities of individually slotted media to and from the client data center	Per cart monthly	\$93.37
037	Administrative fee Use this service for all administrative functions involved in managing the client account including security authorization management	Per month	\$14.01
038	Technology fee Use this service for enhanced tape management via hardware/software at client site (i.e. -- Media Link, SecureSync, MMCS)	Per month	\$186.73 **SecureSync is provided at no additional cost
039	Unscheduled delivery Use this service to request an emergency media return within 24 hours	Per request	\$42.02
040	Emergency delivery Use this service to request an emergency media return within 4 hours	Per request	\$84.03
041	Critical delivery Use this service to request an emergency media return within 2 hours	Per request	\$116.71

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ATTACHMENT C

SECURE SHREDDING SERVICE DESCRIPTIONS AND PRICE LIST

042	Sub-account transportation	Per trip	\$9.34
	Use this service as a substitute for CLIN#1 when the client data center is located in the same building and serviced on the same day and time as an existing agency account		

Special Terms and Conditions Applicable To Records Management Services

Operational Procedures. Upon written notice, the Customer shall comply with Iron Mountain's reasonable operational requirements, as modified from time to time, regarding containers, delivery/pick-up volumes, security, access and similar matters. Customer acknowledges that volume requests that exceed one hundred twenty-five percent (125%) of normal volume may require Iron Mountain to incur additional costs, which Customer shall pay at Iron Mountain's overtime rates, provided that Iron Mountain shall have advised Customer thereof in advance.

Governmental Orders. Iron Mountain is authorized to comply with any subpoena or similar order related to the Deposits, provided that Iron Mountain notifies Customer promptly upon receipt thereof, unless such notice is prohibited by law. Customer shall pay Iron Mountain's reasonable charges for such compliance. Iron Mountain shall cooperate with Customer's efforts to quash or limit any subpoena.

Warranty. The liability of Iron Mountain to the Customer for any loss (es) or damage(s), whether caused by Iron Mountain's negligence or not, shall be limited to actual damages not to exceed \$1.00 per cubic feet of records stored, or with respect to round reel tape, audio tape, video tape, film, data cartridges or data cassettes, or other non-paper media stored, the value of such stored items is limited to the cost of replacing the physical media. If Customer intends to store material in excess of these limits, additional insurance must be provided by Customer. Without limiting the foregoing, Iron Mountain shall not be liable for any damages due to vermin, gradual deterioration, acts of God or the public enemy, labor disputes, riots, fire, or any cause beyond its control. Any claim against Iron Mountain must be made in writing and delivered to Iron Mountain by registered mail not later than thirty (30) days after return of Deposits to Customer.

Restrictions On Stored Material; Customer Premises.

Customer shall not store with Iron Mountain any material that is highly flammable, explosive, toxic or otherwise dangerous or unsafe to store or handle, or any material which is regulated under any federal or state law or regulation relating to the environment or hazardous materials. All Customer's premises where Iron Mountain's employees perform services or make deliveries shall be free of hazardous substances and any other hazardous or dangerous conditions.

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ATTACHMENT C

SECURE SHREDDING SERVICE DESCRIPTIONS AND PRICE LIST

Services Overview

Iron Mountain's Secure Shredding Services provide a cost-effective, comprehensive and managed program for the secure and confidential shredding of information, regardless of media or format. Both Regularly Scheduled and Special, On-call or Purge Services are offered on an offsite or onsite basis. Offsite shredding is performed at Iron Mountain's secure facilities after the material is picked up at and transported from the customer's location. Whether the material is stapled, clipped or bound, or is plastic (e.g., microfiche, tapes) Iron Mountain can shred virtually any material in any format. Onsite shredding is performed in Iron Mountain's state-of-the-art mobile shredding vehicles at the customer's site(s), thus accommodating the customer who wants to witness the destruction of their materials or does not want undestroyed materials to leave their premises. Iron Mountain also offers customized solutions for customers with unique requirements. Iron Mountain's extensive background in all areas of secure destruction enables us to tailor a solution to suit the customer's requirements, providing expertise in the areas of legal compliance, security procedures, liability exposure, destruction plans, site analysis, management reporting and more.

The following identifies the specific Secure Shredding Services and related prices available under this Pricelist:

Regularly Scheduled Service GSA Price**	Offsite:	1 container* \$45.34 per visit
2 – 4 containers \$22.67 per container per visit	5 – 9 containers \$20.15 per container per visit	10 – 19 containers \$17.63 per container per visit
20+ containers \$15.11 per container per visit	Onsite:	

* The quantity measure "container" includes either a security console or 65 gallon cart container.

** Prices are net cost to the Government customer and include the 0.75% Industrial Funding Fee. The net total monthly cost to the Government Customer will depend on the number of containers, number of visits per month, quantity of materials involved, and time (for Onsite Special Services only).

1 container \$54.41 per visit	2 – 4 containers \$27.20 per container per visit	5 – 9 containers \$24.18 per container per visit
10 – 19 containers \$21.16 per container per visit	20+ containers \$18.14 per container per visit	Special Services
Offsite:	Paper \$0.101 per pound	Approved Plastic Media \$0.403 per pound
Minimum Service Charge \$45.34 per visit***	Onsite (Per Pound):	Paper \$0.131 per pound
Minimum Service Charge \$50.38 per visit***	Onsite (Per Minute):	Per minute \$2.62
Minimum Service Charge \$50.38 per visit***		

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SECURE SHREDDING SERVICE DESCRIPTIONS
SPECIAL TERMS AND CONDITIONS

Secure Shredding Services Overview: Whether the material is stapled, clipped or bound, or is plastic (e.g., microfiche, tapes), Iron Mountain can shred virtually any material in any format excluding biohazardous materials. Offsite shredding is performed at Iron Mountain's facilities after the material is picked up at and transported from the customer's location. Onsite shredding is performed in Iron Mountain's vehicles at the customer's site(s), thus accommodating the customer who wants to witness the destruction of their materials or does not want undestroyed materials to leave their premises.

Operational Procedures: Upon written notice, the customer shall comply with Iron Mountain's reasonable operational requirements, as modified from time-to-time, regarding container, pick-up volumes, security, access and similar matters. Customer acknowledges that volume requests that exceed one-hundred twenty-five percent (125%) of normal volume may require Iron Mountain to incur additional costs, which customer will pay provided Iron Mountain shall have advised customer thereof in advance.

Authorization; Customer Instructions: Deposits may be disposed of pursuant to direction of customer's authorized officials. Authority granted to any persons on standard authorization forms shall constitute customer's representation that the identified persons have full authority to order disposal of customer's Deposits. Such orders may be given in person, by telephone or in writing (fax electronically, or hard-copy).

Ownership Warranty: Customer warrants that it is the owner or legal custodian of the Deposits and has full authority to direct their disposition in accordance with the terms of this contract.

Restrictions on Material; Customer Premises: Customer shall not deliver to Iron Mountain for secure shredding any material that is highly flammable, explosive, toxic or otherwise dangerous or unsafe to store or handle, or any material which is regulated under any federal or state law or regulation relating to the environment or hazardous materials. All customer's premises where Iron Mountain employees perform services hereunder shall be free of hazardous substances and any other hazardous or dangerous condition.

Government Orders: Iron Mountain is authorized to comply with any subpoena or similar order related to the Deposits, provided that Iron Mountain notifies customer promptly upon receipt thereof, unless such notice is prohibited by law. Customer shall pay Iron Mountain's reasonable charges for such compliance. Iron Mountain shall cooperate with customer's efforts to quash or limit any subpoena.

Liability With Respect to Non-Storage Services: With respect to Secure Shredding Services which do not involve the storage of Deposits, Iron Mountain's maximum liability for any loss or default shall be: (1) if such loss or default relates to a discreet project, the total fees paid by customer to Iron Mountain for such project; or (2) if such loss or default arises from services that are of an ongoing and continuing nature, the total amount of fees paid by customer to Iron Mountain for the performance of such services during the immediately preceding six month period. With respect to Secure Shredding Services, Iron Mountain shall not be responsible or liable in any manner whatsoever for the release or loss of any materials deposited in bins or otherwise delivered to it for secure shredding unless the release or loss is due to Iron Mountain's negligence or willful misconduct. In no event shall Iron Mountain be liable for any consequential, incidental, special or punitive damages in connection with the provision of Secure Shredding Services, regardless of whether an action is brought in tort, contract or any other theory.

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SECURE SHREDDING SERVICE DESCRIPTIONS PRICE LIST

Regularly Scheduled Service		Price**
Offsite:		
	1 Container*	\$45.34 per visit
	2 – 4 Containers	\$22.67 per container per visit
	5 – 9 Containers	\$20.15 per container per visit
	10 – 19 Containers	\$17.63 per container per visit
	20+ Containers	\$15.11 per container per visit
Onsite:		
	1 Container	\$54.41 per visit
	2 – 4 Containers	\$27.20 per container per visit
	5 – 9 Containers	\$24.18 per container per visit
	10 – 19 Containers	\$21.16 per container per visit
	20+ Containers	\$18.14 per container per visit
Special Services		
Offsite:		
	Paper	\$0.101 per pound
	Approved Plastic Media	\$0.403 per pound
	Minimum Service Charge	\$45.34 per visit***
Onsite (Per Pound):		
	Paper	\$0.131 per pound
	Minimum Service Charge	\$50.38 per visit
Onsite (Per Minute):		
	Per Minute	\$2.62
	Minimum Service Charge	\$50.38 per visit***

*The quantity measure "container" includes either a security console or 65 gallon container.

**Prices are net cost to the customer. The net total monthly cost to the customer will depend on the number of containers, number of visits per month, quantity of materials involved and time (for Onsite Special Services only).

***The \$45.34 and \$50.38 Minimum Service Charges for Special Services apply only when the customer provides five (5) or more business days notice of the required service. The Minimum Service Charge when less than 5 business days notice is provided must be negotiated case-by-case.

ATTACHMENT C

**OPEN SHELF AND X-RAY ON DEMAND (XOD) SERVICE DESCRIPTIONS
AND PRICE LIST**

Services Overview

Open Shelf Service

Iron Mountain's experienced staff and secure facilities make off-site storage and management of your records a cost-effective and easy choice. We provide a seamless extension to your existing file room operations, eliminating the challenge of managing thousands of patient files. Iron Mountain's solution provides the following:

- Unlimited open shelf capacity to store your purged patient files
- Regularly scheduled pick-ups and deliveries – as well as on-demand deliveries
- Indexing and storage in terminal digit sequence that mirrors your filing system
- 24/7 web-based access to your patient records
- Local, secure facilities

In addition, we can store and manage a broad range of media, including medical files, radiology films, cine films, pathology slides, paraffin blocks and fetal monitor strips, as well as human resources and other administrative records.

X-Ray On Demand Service

X-ray on Demand (XOD) service is a fast, efficient and highly cost-effective solution for customers who need periodic access to select radiology studies and films. With XOD, radiology films are scanned and images are sent electronically to your PACS or Quality Control Station.

The following identifies the specific OPEN SHELF and X-Ray On Demand Services and related prices available under this Pricelist:

Code	Code Desc - English	Generic Description	Unit of Issue	Price	Country of Origin
1121	OPEN SHELF RETRIEVAL	OPEN SHELF RETRIEVAL - The act of physically locating and pulling a file from an open shelf storage location in an Iron Mountain facility within our standard delivery options	File	\$1.25	USA
1141	OPEN SHELF RUSH RETRIEVAL	OPEN SHELF RUSH RETRIEVAL - The act of physically locating and pulling a file from an open shelf storage location in an Iron Mountain facility on a same day basis outside of our standard delivery options.	File	\$2.50	USA
1161	OPEN SHELF REFILE	OPEN SHELF REFILE - A file, previously retrieved by the Customer, which is returned to storage.	File	\$1.25	USA
1190	OPEN SHELF INTERFILE	OPEN SHELF INTERFILE - A file, not previously retrieved by the Customer, which is added to storage.	File	\$1.25	USA

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**OPEN SHELF AND X-RAY ON DEMAND (XOD) SERVICE DESCRIPTIONS
AND PRICE LIST**

Code	Code Desc - English	Generic Description	Unit of Issue	Price	Country of Origin
1191	OPEN SHELF DROP FILING	OPEN SHELF DROP FILING - Pages added to a previously existing file.	Page	\$1.25	USA
1329	OPEN SHELF DESTRUCTION-SHRED	OPEN SHELF DESTRUCTION-SHRED - The removal of identified items from storage via supervised shredding, Rendering those materials beyond reconstruction.	File	\$0.50	USA
1333	OPEN SHELF PERMANENT WITHDRAWAL	OPEN SHELF PERMANENT WITHDRAWAL - The removal of a file from storage that will not be returning to storage.	File	\$0.50	USA
1340	OPEN SHELF INDIVIDUAL LISTING IM	OPEN SHELF INDIVIDUAL LISTING - IM - The per file charge for data entry of file descriptions. (Limit 3 lines of information)	File	\$0.30	USA
1850	OPEN SHELF RECEIVING & ENTRY	OPEN SHELF RECEIVING & ENTRY - The charge applied when a new linear foot is sent to storage for the first time.	LF	\$3.00	USA
1861	STG LF PW'D, MEDICAL	STG LF PW'D, MEDICAL - Storage of Linear Feet Permanently Withdrawn	LF	\$0.26	USA
1862	STG LF PW'D, LEGAL	STG LF PW'D, LEGAL - Storage of Linear Feet Permanently Withdrawn	LF	\$0.26	USA
1863	STG LF PW'D, X-RAY	STG LF PW'D, X-RAY - Storage of Linear Feet Permanently Withdrawn	LF	\$0.39	USA
1864	STG LF PW'D	STG LF PW'D - Storage of Linear Feet Permanently Withdrawn	LF	\$0.26	USA
1871	STG LF DEST, MEDICAL	STG LF DEST, MEDICAL - Storage of Linear Feet Destroyed	LF	\$0.26	USA
1872	STG LF DEST, LEGAL	STG LF DEST, LEGAL - Storage of Linear Feet Destroyed	LF	\$0.26	USA
1873	STG LF DEST, X-RAY	STG LF DEST, X-RAY - Storage of Linear Feet Destroyed	LF	\$0.39	USA
1874	STG LF DEST	STG LF DEST - Storage of Linear Feet Destroyed	LF	\$0.26	USA
1881	STORAGE LF NEW, MED	STORAGE LF NEW, MED - Storage of New Linear Feet	LF	\$0.26	USA
1882	STG LF NEW, LEGAL	STG LF NEW, LEGAL - Storage of New Linear Feet	LF	\$0.26	USA
1883	STG LF NEW, X-RAY	STG LF NEW, X-RAY - Storage of New Linear Feet	LF	\$0.39	USA
1884	STORAGE LF NEW	STORAGE LF NEW - Storage of New Linear Feet	LF	\$0.26	USA
1891	STORAGE LF, MEDICAL	STORAGE LF, MEDICAL - Storage of Linear Feet	LF	\$0.26	USA
1892	STORAGE LF, LEGAL	STORAGE LF, LEGAL - Storage of Linear Feet	LF	\$0.26	USA
1893	STORAGE LF, X-RAY	STORAGE LF, X-RAY - Storage of Linear Feet	LF	\$0.39	USA
1894	STORAGE LF	STORAGE LF - Storage of Linear Feet	LF	\$0.26	USA

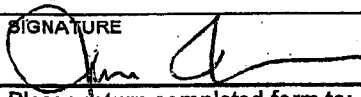
CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
IRON MOUNTAIN INFORMATION MANAGEMENT, INC.
CMAS NO. 4-07-03-0252A

ATTACHMENT C

**OPEN SHELF AND X-RAY ON DEMAND (XOD) SERVICE DESCRIPTIONS
AND PRICE LIST**

Code	Code Desc - English	Generic Description	Unit of Issue	Price	Country of Origin
Tier 1	XOD-S-T1	X-Ray On Demand - 0 to 100 Studies per day	Month	\$4,055.79	USA
Tier 2	XOD-S-T2	X-Ray On Demand - 101 to 200 Studies per day	Month	\$8,804.20	USA
Tier 3	XOD-S-T3	X-Ray On Demand - 201-300 Studies per day	Month	\$12,013.79	USA

PAYEE DATA RECORD(Required when receiving payment from the State of California in lieu of IRS W-9)
STD. 204 (Rev. 6-2003)

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.		
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) Iron Mountain Information Management Inc.		
	SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)		E-MAIL ADDRESS ironmountain.com
	MAILING ADDRESS 8150 Signal Court		BUSINESS ADDRESS 8150 Signal Court
	CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE Sacramento California 95824
3	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): 04 - 3038590		NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
<input type="checkbox"/> PARTNERSHIP		<input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)	
<input type="checkbox"/> ESTATE OR TRUST		<input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit)	
<input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER:		<input checked="" type="checkbox"/> ALL OTHERS	
(SSN required by authority of California Revenue and Tax Code Section 18646)			
4	<input checked="" type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California.		
<input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.			
<input type="checkbox"/> No services performed in California.			
<input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.			
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.		
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) Jim Incavo		TITLE Vice President
	SIGNATURE 	DATE 09/12/2007	TELEPHONE (602) 206-3754
6	Please return completed form to:		
Department/Office: Department of General Services, Procurement Division			
Unit/Section: CMAS Section			
Mailing Address: 707 3rd Street 2nd Floor			
City/State/Zip: West sacramento CA 95605			
Telephone: (916) 375-4365 Fax: (916) 375-4663			
E-mail Address: cmas@dgs.ca.gov			

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
GENERAL TERMS AND CONDITIONS
NON-INFORMATION TECHNOLOGY SERVICES**

1. **APPROVAL:** If this Contract results from a Letter of Offer, then Contractor's offer is deemed a firm offer and this Contract document is the State's acceptance of that offer. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
3. **ASSIGNMENT:** This Contract is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

Should the State desire financing of the assets provided hereunder through GS \$Mart, the State's financial marketplace, the Contractor agrees to assign to a State-designated lender its right to receive payment from the State for the assets in exchange for payment by the lender of the cash purchase price for the assets. Upon notice to do so from the State-designated lender at any time prior to payment by the State for the assets, the Contractor will execute and deliver to the State-designated lender an assignment agreement and any additional documents necessary for the State selected financing plan. The State-designated lender will pay the Contractor according to the terms of the Contractor's invoice upon acceptance of the assets by the State.

4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Contract, and from any and all

claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Contract.

6. DISPUTES:

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for Information Technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.
- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
GENERAL TERMS AND CONDITIONS
NON-INFORMATION TECHNOLOGY SERVICES**

7. **TERMINATION FOR CAUSE:** The State may terminate the agency purchase order and be relieved of any payments should the Contractor fail to perform the requirements of the agency purchase order at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under the agency purchase order and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.
11. **TIMELINESS:** Time is of the essence in this Contract.
12. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
13. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **CHILD SUPPORT COMPLIANCE ACT:** "For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:
- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."
15. **UNENFORCEABLE PROVISION:** In the event that any provision of this Contract is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Contract have force and effect and shall not be affected thereby.
- CONTRACTOR'S SIGNED LETTER OF OFFER IS CERTIFICATION THAT CONTRACTOR AGREES TO AND WILL COMPLY WITH THE PROVISIONS OF THE FOLLOWING TERMS AND CONDITIONS. (CCC-1005)
16. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
17. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

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- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
 - i) the dangers of drug abuse in the workplace;
 - ii) the person's or organization's policy of maintaining a drug-free workplace;
 - iii) any available counseling, rehabilitation and employee assistance programs; and,
 - iv) penalties that may be imposed upon employees for drug abuse violations.
- c) Every employee who works on the proposed Contract will:
 - i) receive a copy of the company's drug-free workplace policy statement; and,
 - ii) agree to abide by the terms of the company's statement as a condition of employment on the Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both and Contractor may be ineligible for award of any future State Contracts if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

- 18. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)
- 19. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
- 20. **SWEATFREE CODE OF CONDUCT:**
 - a) All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials,

or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- b) The Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).

- 21. **DOMESTIC PARTNERS:** For contracts executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits, which have otherwise been provided to all employees regardless of marital or domestic partner status.
- 22. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Contract, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b) No officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

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- a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Contract void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

- 23. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Contract. (Labor Code Section 3700)
- 24. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- 25. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Contract. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- 26. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
 - a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Contractor is currently qualified

to do business in California in order to ensure that all obligations due to the state are fulfilled.

- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Contractor performing within the State not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

- 27. **RESOLUTION:** A county, city, district, or other local public body must retain a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the Contract.
- 28. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
- 29. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Contractors that are not another state agency or other governmental entity.

ADDITIONAL CMAS TERMS AND CONDITIONS

- 30. **CMAS -- CONTRACT AMOUNT:** There is no guarantee of minimum purchase of Contractor's products or services by the State.
- 31. **CMAS -- TERMINATION OF CMAS CONTRACT:**
 - a) The State may terminate this CMAS Contract at any time upon 30 days prior written notice.
 - b) If the Contractor's GSA Multiple Award Schedule is terminated within the term of the California Multiple Award Schedule, the California schedule shall also be considered terminated on the same date.
 - c) Upon termination or other expiration of this Contract, each party will assist the other party in

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orderly termination of the Contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party.

- d) Prior to the expiration of this Contract, this Contract may be terminated for the convenience of both parties by mutual consent.
- e) This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

32. CMAS -- TERMINATION FOR NON-APPROPRIATION OF FUNDS:

- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
- b) STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, DELIVERABLES SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

33. CMAS -- STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the

incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:

- (i) Cancel the Stop Work Order; or
- (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.

- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
 - (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
 - (ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

34. CMAS -- TERMINATION FOR THE CONVENIENCE OF THE STATE

- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of

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Termination specifying the extent of termination and the effective date thereof.

- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
- (i) Stop work as specified in the Notice of Termination.
 - (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
 - (iii) Terminate all subcontracts to the extent they relate to the work terminated.
 - (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;
- c) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
- (i) The Contract price for Deliverables or services accepted by the State and not previously paid for, adjusted for any savings on freight and other charges; and
 - (ii) The total of:
 - A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
 - B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
 - C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
- d) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

35. **CMAS -- DEBARMENT CERTIFICATION (FEDERALLY FUNDED CONTRACTS):** When Federal funds are being expended, the prospective recipient of Federal assistance funds is required to certify to the buyer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
36. **CMAS -- PURCHASE ORDERS FUNDED IN WHOLE OR PART BY THE FEDERAL GOVERNMENT:** All contracts (including individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 days notice, and are subject to the following:
- a) It is mutually understood between the parties that this Contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract (order) were executed after that determination was made.
 - b) This Contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this Contract (order) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Contract (order) in any manner.
 - c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Contract (order) shall be amended to reflect any reduction in funds. The department has the option to void the Contract (order) under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.
37. **CMAS -- SUBCONTRACTING REQUIREMENTS:** Any subcontractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract/purchase order, and which is expected to receive more than ten (10) percent of value of the Contract/purchase order, must also meet all contractual, administrative, and technical requirements of the Contract/purchase order, as applicable.
38. **CMAS -- PROGRESS PAYMENTS:** Contracts may provide for progress payments to Contractors for work performed or costs incurred in the performance of the Contract. Not less than 10 percent of the Contract amount shall be withheld pending final completion of

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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.

No State agency shall make progress payments on a Contract unless it first has established procedures, approved by the department, which will ensure that the work or services contracted are being delivered in accordance with the Contract. (PCC 10346)

39. CMAS -- CONTRACT TYPE:

- a) Unless otherwise specified, the Statement of Work shall define and authorize work on a Fixed Price basis, with a guarantee of task completion.
- b) To the extent that additional work not foreseen at the time this Contract is executed must be accomplished, Work Authorizations, as described in the Statement of Work, will be the means for defining and authorizing such work on a Labor Hour basis.

40. CMAS -- CONTRACTOR PERSONNEL:

- a) Contractor personnel shall perform their duties on the premises of the State, during the State's regular work days and normal work hours, except as may be specifically agreed to otherwise by the State.
- b) The State reserves the right to disapprove the continuing assignment of Contractor personnel provided to the State under this Contract. If the State exercises this right, and the Contractor cannot immediately replace the disapproved personnel, the parties agree to proceed with any equitable adjustment in schedule or other terms that may be affected thereby.
- c) The Contractor will make every effort consistent with sound business practices to honor the specific requests of the State with regard to assignment of its employees; however the Contractor reserves the sole right to determine the assignment of its employees. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor will make every reasonable effort to provide suitable substitute personnel.
- d) In recognition of the fact that Contractor personnel providing services under this Contract may perform similar services from time to time for others, this Contract shall not prevent Contractor from performing such similar services or restrict Contractor from using the personnel provided to

the State under this Contract, providing that such use does not conflict with the performance of services under this Contract.

- 41. CMAS -- RESPONSIBILITIES OF THE STATE:** The State shall provide normal office working facilities and Equipment reasonably necessary for Contractor performance under this Contract. Any special requirements (e.g., reprographic services, computer time, key data entry, etc.) shall be identified in the Statement of Work.

The State is responsible for providing required information, data, Documentation, and test data to facilitate the Contractor's performance of the work, and will provide such additional assistance and services as is specifically set forth in the Statement of Work.

The Contractor will not be responsible for any delay, cost increase, or other consequence to the extent that it is caused by the State's failure to fulfill responsibilities set forth herein. In the event of any claim for equitable adjustment to price, schedule, or both, the parties will negotiate in good faith regarding execution of a Contract amendment. Should the Contractor determine that a delay exists or is probable due to a failure of the State, the Contractor will promptly notify the State in writing.

42. CMAS -- INVOICING, AND PAYMENT FOR SERVICES:

- a) During the execution of each Milestone (as set forth in the Statement of Work) which involves the delivery to the State of identified Deliverables, the Contractor may submit periodically to the State invoices reflecting a pro-rata cost of the Milestones, determined on the basis of the lesser of either:
 - i) The number of Deliverables provided to the State divided by the total number of Deliverables required to be delivered to the State, less a ten percent (10%) withhold, less any amounts previously invoiced; or
 - ii) The number of work-hours expended by the Contractor in the performance of the task divided by the number of work hours scheduled for the task, less a ten percent (10%) withhold, less any amounts previously invoiced; provided that the Statement of Work may specify a withhold of more than ten percent (10%).
- b) For those Milestones which do not involve delivery to the State of identified Deliverables, but which are of a continuing nature, the Contractor may submit invoices reflecting a pro-rata cost of the Milestone, less a ten percent (10%) withhold, less any amount previously invoiced. Actual progress payment amounts for such Milestones must be

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based on at least equivalent services rendered, and to the extent practicable, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices.

- c) Upon completion of a Milestone in accordance with the acceptance criteria set forth herein, the full charge for such Milestone, less amounts previously invoiced to the State, may be submitted for payment. Nothing herein will be construed to waive or contradict any requirement of California Public Contract Code Section 10346 or any similar or successor provision.
- d) In the event that work not specified in the Statement of Work is performed with the State's written consent, invoices for services as reflected on Work Authorizations will be submitted to the State for payment. In no event shall the total amount paid for such work exceed ten percent (10%) of the value of personal services anticipated by this Contract.
- e) Invoices prepared in accordance with this provision will not be submitted more frequently than monthly to the State.
- f) In the aggregate, invoices reflecting progress payments will not exceed ninety percent (90%) of the ceiling amount of the Contract, with the balance to be invoiced upon completion of the Contract, in accordance with the acceptance criteria set forth herein.

43. CMAS -- CONTRACTOR EVALUATION:

In accordance with PCC 10367 and 10369, performance of the Contractor under orders issued against this contract will be evaluated. The ordering agency shall complete a written evaluation, and if the Contractor did not satisfactorily perform the work specified, a copy of the evaluation will be sent to the DGS, Office of Legal Services.

- 44. **CMAS -- INSURANCE:** When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.
- 45. **CMAS -- WARRANTY:** The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.

Unless otherwise specified, the warranties contained in this contract begin after acceptance has occurred.

- a) Contractor warrants services furnished hereunder will conform to the requirements of this contract (including all descriptions, specifications and drawings made a part hereof).
- b) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies and users of the goods or services.

46. CMAS -- FORCE MAJEURE: Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

47. CMAS -- 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 Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

48. CMAS -- ORDER OF PRECEDENCE: In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

- a) these General Terms and Conditions -- Non-IT Services;
- b) contract form, i.e., Purchase Order STD 65, etc., and any amendments thereto;
- c) federal GSA (or other multiple award) terms and conditions;
- d) statement of work, including any specifications incorporated by reference herein;

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- e) special terms and conditions; and
- f) all other attachments incorporated in the Contract by reference.

49. **CMAS -- PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.
50. **CMAS -- QUARTERLY REPORTS:** Contractors are required to submit quarterly business activity reports, as specified in this Contract, even when there is no activity. A separate report is required for each Contract, as differentiated by alpha suffix.
51. **CMAS -- RIGHTS IN DELIVERABLES:** All deliverables as defined in the ordering agency's scope of work originated or prepared by the Contractor pursuant to this contract including papers, reports, charts, and other documentation shall be delivered to and shall become the exclusive property of the ordering agency.

The ideas, concepts, know-how, or techniques relating to the subject matter of each individual project developed during the course of this contract by the Contractor or jointly by the Contractor and the State or ordering agency can be used by either party in any way it may deem appropriate.

All inventions, discoveries or improvements of the deliverables developed pursuant to this contract shall be the property of the State and/or ordering agency.

This contract shall not preclude the Contractor from developing materials outside this contract, which are competitive, irrespective of their similarity to materials which might be delivered to the State and/or ordering agency pursuant to the contract.

Pursuant to this contract, all preexisting intellectual property, copyrights, trademarks and products of the Contractor shall be the sole property of the Contractor.

52. **CMAS - CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and

information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of this contract, or is rightfully obtained from third parties.

53. **CMAS - CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:** The contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance and use of the goods either at the contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the contractor.
54. **CMAS - INSURANCE:** When performing work on property in the care, custody or control of the State, contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the buyer, the contractor may be required to have the State shown as an "additional insured" on selected policies.

State of California
MULTIPLE AWARD SCHEDULE
Iron Mountain Information
Management

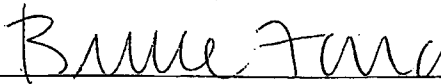
CONTRACT NUMBER:	4-07-03-0252A
SUPPLEMENT NO.:	3
CMAS CONTRACT TERM:	10/15/2007 through 6/30/2012
CONTRACT CATEGORY:	Non Information Technology Services
APPLICABLE TERMS & CONDITIONS:	August 2010
MAXIMUM ORDER LIMIT:	\$250,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-25F-0066M
BASE SCHEDULE HOLDER:	Iron Mountain Information Management

This contract provides for the purchase and warranty of records management services. (See page 2 for the labor categories and restrictions applicable to this contract.)

The purpose of this contract supplement is to incorporate the following changes:

- 1) Extend the term of this CMAS contract through 6/30/2012 as a result of GSA Modification PO-0043 which extended the GSA schedule to March 28, 2012. The term includes a 3 month CMAS extension.
- 2) Incorporate the attached CMAS Terms & Conditions for Non-Information Technology Services revised August 2010.

All other terms and conditions and provisions of the contract remain unchanged.



BRUCE FONG, Program Analyst, California Multiple Award Schedules Unit

Effective Date: **12/22/2011**

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GENERAL TERMS AND CONDITIONS
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1. **APPROVAL:** If this Contract results from a Letter of Offer, then Contractor's offer is deemed a firm offer and this Contract document is the State's acceptance of that offer. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
3. **ASSIGNMENT:** This Contract is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

Should the State desire financing of the assets provided hereunder through GS \$Mart, the State's financial marketplace, the Contractor agrees to assign to a State-designated lender its right to receive payment from the State for the assets in exchange for payment by the lender of the cash purchase price for the assets. Upon notice to do so from the State-designated lender at any time prior to payment by the State for the assets, the Contractor will execute and deliver to the State-designated lender an assignment agreement and any additional documents necessary for the State selected financing plan. The State-designated lender will pay the Contractor according to the terms of the Contractor's invoice upon acceptance of the assets by the State.

4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the

performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Contract.

6. DISPUTES:

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for Information Technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.
- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1)

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year following the accrual of the cause of action, whichever is later.

7. **TERMINATION FOR CAUSE:** The State may terminate the agency purchase order and be relieved of any payments should the Contractor fail to perform the requirements of the agency purchase order at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under the agency purchase order and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause

to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

11. **TIMELINESS:** Time is of the essence in this Contract.
12. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
13. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **CHILD SUPPORT COMPLIANCE ACT:** "For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:
 - a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."
15. **UNENFORCEABLE PROVISION:** In the event that any provision of this Contract is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Contract have force and effect and shall not be affected thereby.
16. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.
17. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

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- a) If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- a. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

18. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

CONTRACTOR'S SIGNED APPLICATION IS CERTIFICATION THAT CONTRACTOR AGREES TO AND WILL COMPLY WITH THE PROVISIONS OF THE FOLLOWING TERMS AND CONDITIONS. (CCC-307)

- 19. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
- 20. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is

prohibited and specifying actions to be taken against employees for violations.

- b) Establish a Drug-Free Awareness Program to inform employees about:
 - i) the dangers of drug abuse in the workplace;
 - ii) the person's or organization's policy of maintaining a drug-free workplace;
 - iii) any available counseling, rehabilitation and employee assistance programs; and,
 - iv) penalties that may be imposed upon employees for drug abuse violations.
- c) Every employee who works on the proposed Contract will:
 - i) receive a copy of the company's drug-free workplace policy statement; and,
 - ii) agree to abide by the terms of the company's statement as a condition of employment on the Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both and Contractor may be ineligible for award of any future State Contracts if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

21. NATIONAL LABOR RELATIONS BOARD

CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

22. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

23. SWEATFREE CODE OF CONDUCT:

- a) All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or

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corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- b) The Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).

24. **DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

25. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Contract, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b) No officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Contract void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

26. **LABOR CODE/WORKERS' COMPENSATION:**

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Contract. (Labor Code Section 3700)

27. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

28. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Contract. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

29. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

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- a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Contractor performing within the State not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
30. **RESOLUTION:** A county, city, district, or other local public body must retain a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the Contract.
31. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
32. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all Contractors that are not another state agency or other governmental entity.
- ADDITIONAL CMAS TERMS AND CONDITIONS**
33. **CMAS -- CONTRACT AMOUNT:** There is no guarantee of minimum purchase of Contractor's products or services by the State.
34. **CMAS -- TERMINATION OF CMAS CONTRACT:**
- a) The State may terminate this CMAS Contract at any time upon 30 days prior written notice.
- b) If the Contractor's GSA Multiple Award Schedule is terminated within the term of the California Multiple Award Schedule, the California schedule shall also be considered terminated on the same date.
- c) Upon termination or other expiration of this Contract, each party will assist the other party in orderly termination of the Contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party.
- d) Prior to the expiration of this Contract, this Contract may be terminated for the convenience of both parties by mutual consent.
- e) This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.
35. **CMAS -- TERMINATION FOR NON-APPROPRIATION OF FUNDS:**
- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
- b) STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, DELIVERABLES SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.
36. **CMAS -- STOP WORK:**
- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply

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with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:

- (i) Cancel the Stop Work Order; or
- (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.

b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:

- (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
- (ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.

c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

37. CMAS -- TERMINATION FOR THE CONVENIENCE OF THE STATE

a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director,

Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.

b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:

- (i) Stop work as specified in the Notice of Termination.
- (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
- (iii) Terminate all subcontracts to the extent they relate to the work terminated.
- (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;

c) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:

- (i) The Contract price for Deliverables or services accepted by the State and not previously paid for, adjusted for any savings on freight and other charges; and
- (ii) The total of:
 - A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto; but excluding any cost attributable to Deliverables or services paid or to be paid;
 - B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
 - C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
 - D) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed

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to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

38. **CMAS -- DEBARMENT CERTIFICATION (FEDERALLY FUNDED CONTRACTS):** When Federal funds are being expended, the prospective recipient of Federal assistance funds is required to certify to the buyer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
39. **CMAS -- PURCHASE ORDERS FUNDED IN WHOLE OR PART BY THE FEDERAL GOVERNMENT:** All contracts (including individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 days notice, and are subject to the following:
- a) It is mutually understood between the parties that this Contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract (order) were executed after that determination was made.
 - b) This Contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this Contract (order) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Contract (order) in any manner.
 - c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Contract (order) shall be amended to reflect any reduction in funds. The department has the option to void the Contract (order) under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.
40. **CMAS -- SUBCONTRACTING REQUIREMENTS:** Any subcontractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract/purchase order, and which is expected to receive more than ten (10) percent of value of the Contract/purchase order, must also meet all contractual, administrative, and technical requirements of the Contract/purchase order, as applicable.

41. **CMAS -- PROGRESS PAYMENTS:** Contracts may provide for progress payments to Contractors for work performed or 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.

No State agency shall make progress payments on a Contract unless it first has established procedures, approved by the department, which will ensure that the work or services contracted are being delivered in accordance with the Contract. (PCC 10346)

42. **CMAS -- CONTRACT TYPE:**
- a) Unless otherwise specified, the Statement of Work shall define and authorize work on a Fixed Price basis, with a guarantee of task completion.
 - b) To the extent that additional work not foreseen at the time this Contract is executed must be accomplished, Work Authorizations, as described in the Statement of Work, will be the means for defining and authorizing such work on a Labor Hour basis.
43. **CMAS -- CONTRACTOR PERSONNEL:**
- a) Contractor personnel shall perform their duties on the premises of the State, during the State's regular work days and normal work hours, except as may be specifically agreed to otherwise by the State.
 - b) The State reserves the right to disapprove the continuing assignment of Contractor personnel provided to the State under this Contract. If the State exercises this right, and the Contractor cannot immediately replace the disapproved personnel, the parties agree to proceed with any equitable adjustment in schedule or other terms that may be affected thereby.
 - c) The Contractor will make every effort consistent with sound business practices to honor the specific requests of the State with regard to assignment of its employees; however the Contractor reserves the sole right to determine the assignment of its employees. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor will make every reasonable effort to provide suitable substitute personnel.

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- d) In recognition of the fact that Contractor personnel providing services under this Contract may perform similar services from time to time for others, this Contract shall not prevent Contractor from performing such similar services or restrict Contractor from using the personnel provided to the State under this Contract, providing that such use does not conflict with the performance of services under this Contract.

44. CMAS -- RESPONSIBILITIES OF THE STATE: The State shall provide normal office working facilities and Equipment reasonably necessary for Contractor performance under this Contract. Any special requirements (e.g., reprographic services, computer time, key data entry, etc.) shall be identified in the Statement of Work.

The State is responsible for providing required information, data, Documentation, and test data to facilitate the Contractor's performance of the work, and will provide such additional assistance and services as is specifically set forth in the Statement of Work.

The Contractor will not be responsible for any delay, cost increase, or other consequence to the extent that it is caused by the State's failure to fulfill responsibilities set forth herein. In the event of any claim for equitable adjustment to price, schedule, or both, the parties will negotiate in good faith regarding execution of a Contract amendment. Should the Contractor determine that a delay exists or is probable due to a failure of the State, the Contractor will promptly notify the State in writing.

45. CMAS -- INVOICING, AND PAYMENT FOR SERVICES:

- a) During the execution of each Milestone (as set forth in the Statement of Work) which involves the delivery to the State of identified Deliverables, the Contractor may submit periodically to the State invoices reflecting a pro-rata cost of the Milestones, determined on the basis of the lesser of either:
- i) The number of Deliverables provided to the State divided by the total number of Deliverables required to be delivered to the State, less a ten percent (10%) withhold, less any amounts previously invoiced; or
 - ii) The number of work-hours expended by the Contractor in the performance of the task divided by the number of work hours scheduled for the task, less a ten percent (10%) withhold, less any amounts previously invoiced; provided that the Statement of Work may specify a withhold of more than ten percent (10%).

- b) For those Milestones which do not involve delivery to the State of identified Deliverables, but which are of a continuing nature, the Contractor may submit invoices reflecting a pro-rata cost of the Milestone, less a ten percent (10%) withhold, less any amount previously invoiced. Actual progress payment amounts, for such Milestones must be based on at least equivalent services rendered, and to the extent practicable, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices.
- c) Upon completion of a Milestone in accordance with the acceptance criteria set forth herein, the full charge for such Milestone, less amounts previously invoiced to the State, may be submitted for payment. Nothing herein will be construed to waive or contradict any requirement of California Public Contract Code Section 10346 or any similar or successor provision.
- d) In the event that work not specified in the Statement of Work is performed with the State's written consent, invoices for services as reflected on Work Authorizations will be submitted to the State for payment. In no event shall the total amount paid for such work exceed ten percent (10%) of the value of personal services anticipated by this Contract.
- e) Invoices prepared in accordance with this provision will not be submitted more frequently than monthly to the State.
- f) In the aggregate, invoices reflecting progress payments will not exceed ninety percent (90%) of the ceiling amount of the Contract, with the balance to be invoiced upon completion of the Contract, in accordance with the acceptance criteria set forth herein.

46. CMAS -- CONTRACTOR EVALUATION:

In accordance with PCC 10367 and 10369, performance of the Contractor under orders issued against this contract will be evaluated. The ordering agency shall complete a written evaluation, and if the Contractor did not satisfactorily perform the work specified, a copy of the evaluation will be sent to the DGS, Office of Legal Services.

- 47. CMAS -- INSURANCE:** When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer,

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the Contractor may be required to have the State shown as an "additional insured" on selected policies.

48. **CMAS -- WARRANTY:** The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.

Unless otherwise specified, the warranties contained in this contract begin after acceptance has occurred.

- a) Contractor warrants services furnished hereunder will conform to the requirements of this contract (including all descriptions, specifications and drawings made a part hereof).
- b) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies and users of the goods or services.

49. **CMAS -- FORCE MAJEURE:** Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

50. **CMAS -- 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 Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

51. **CMAS -- ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

- a) these General Terms and Conditions -- Non-IT Services;

- b) contract form, i.e., Purchase Order STD 65, etc., and any amendments thereto;
- c) federal GSA (or other multiple award) terms and conditions;
- d) statement of work, including any specifications incorporated by reference herein;
- e) special terms and conditions; and
- f) all other attachments incorporated in the Contract by reference.

52. **CMAS -- PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

53. **CMAS -- QUARTERLY REPORTS:** Contractors are required to submit quarterly business activity reports, as specified in this Contract, even when there is no activity. A separate report is required for each Contract, as differentiated by alpha suffix.

54. **CMAS -- RIGHTS IN DELIVERABLES:** All deliverables as defined in the ordering agency's scope of work originated or prepared by the Contractor pursuant to this contract including papers, reports, charts, and other documentation shall be delivered to and shall become the exclusive property of the ordering agency.

The ideas, concepts, know-how, or techniques relating to the subject matter of each individual project developed during the course of this contract by the Contractor or jointly by the Contractor and the State or ordering agency can be used by either party in any way it may deem appropriate.

All inventions, discoveries or improvements of the deliverables developed pursuant to this contract shall be the property of the State and/or ordering agency.

This contract shall not preclude the Contractor from developing materials outside this contract, which are competitive, irrespective of their similarity to materials which might be delivered to the State and/or ordering agency pursuant to the contract.

Pursuant to this contract, all preexisting intellectual property, copyrights, trademarks and products of the Contractor shall be the sole property of the Contractor.

55. **CMAS - CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made

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available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of this contract, or is rightfully obtained from third parties.

56. **CMAS - CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:** The contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance and use of the goods either at the contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the contractor.
57. **CMAS - INSURANCE:** When performing work on property in the care, custody or control of the State, contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the buyer, the contractor may be required to have the State shown as an "additional insured" on selected policies.