

**STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS
AND REHABILITATION
INVITATION FOR BID**

BID NO. 600000537

Date: April 12, 2011

The California Department of Corrections and Rehabilitation (CDCR), High Desert State Prison (HDSP), hereafter referred to as the State, is inviting responses to this Invitation For Bid (IFB) entitled **“Remove and Replace Three Hot Water Pumps”**.

In accordance with the California Government Code and Americans with Disabilities Act, this IFB is available in a text-only format on a compact disc as a disability-related reasonable accommodation.

To discuss how to receive a copy of this IFB in the specified format or to request a different format, please contact the person identified below.

This IFB package contains the following documents (except as otherwise indicated). Please note that you must comply with the requirements contained in **all** of these documents.

- Notice to Prospective Bidders
- Bid Submittal Checklist
- Sample Standard Agreement (STD 213)
- Scope of Work (Exhibit A)
- Budget Detail and Payment Provisions (Exhibit B)
- Bid Proposal (Exhibit B-1)
- Rate Sheet (Exhibit B-2)
Electronically downloaded bid package includes an Excel spreadsheet file in addition to the PDF version (for additional information, see Exhibit B-2, first paragraph).

- General Terms and Conditions (Exhibit C)
This document is incorporated in this bid package by reference only and is available on the Internet at <http://www.documents.dgs.ca.gov/ols/GTC-610.doc> . If you do not have Internet access, you may request a hard copy of Exhibit C by contacting the contract analyst listed below.
- Special Terms and Conditions for Public Works (Exhibit D)
- Public Works Additional Certification Clauses (Exhibit E)
- Non-Collusion Affidavit (Exhibit F)
- Standard Contractor Certification Clauses (CCC)
*This document is incorporated in this bid package by reference only and is available on the Internet at <http://www.documents.dgs.ca.gov/ols/CCC-307.doc>. You **MUST** submit an original signed copy with your bid package. If you do not have Internet access, you may request a hard copy of the CCC by contacting the contract analyst listed below.*
- Payee Data Record (STD 204)
- Subcontractor/Consultant List
- Non-Small Business Preference Request and Subcontractor Acknowledgement (OBS 555)
- Sample Certificate of Insurance
- California DVBE Program Requirements – Not for Goods and Information Technology
- Bidder Declaration (GSPD-05-105)
- DVBE Declarations (STD 843)
- DVBE Bid Incentive Request and Acknowledgement (OBS 554)

NOTE: If your bid exceeds \$15,000, failure to submit the completed DVBE worksheets with your bid proposal will result in automatic rejection of your bid.

It is the opinion of the State that this IFB is complete and without need of explanation. However, if any documents are missing, or if you have any questions regarding this IFB, immediately contact the person identified below.

Michele M. Hoffman
916-255-6151
Michele.Hoffman@cdcr.ca.gov
California Relay Service 1-800-735-2929

THE STATE OF CALIFORNIA
Department of Corrections and Rehabilitation

NOTICE TO PROSPECTIVE BIDDERS

REMOVE AND REPLACE THREE HOT WATER PUMPS

Bid No. 60000537

I. PROJECTED TIMETABLE

The following dates are set forth for informational and planning purposes only and are subject to change.

IFB Available to Prospective Bidders	April 12, 2011
Notification of Intent to Participate Mandatory Walk-Through	2:00 p.m. April 22, 2011
Mandatory Walk-Through (additional information provided below)	9:00 a.m., April 29, 2011
Submission/Public Bid Opening	9:00 a.m., May 6, 2011
Anticipated Date for Commencement of Services	Upon Approval
Termination of Agreement	December 31, 2011

II. BIDDER QUALIFICATIONS AND LICENSING REQUIREMENTS

Bidder qualifications and licensing requirements (if any) are specified below and/or in Exhibit A. Unless otherwise stated, the bidder shall meet all qualifications and licensing requirements at the time of the bid opening.

III. BIDDER RESPONSIBILITIES & THE BID PACKAGE

Bidders are solely responsible for understanding the scope of work and all requirements, terms, conditions, evaluation criteria, etc., before submitting a bid. If the language is unclear or ambiguous, it is the bidder's responsibility to request clarification or assistance before submitting a bid. Please note that no verbal information will be binding upon the State unless the State issues such information in writing as an official addendum. If the IFB is modified prior to the final bid submission date, the State will issue an addendum to all bidders that received a bid package.

All required documents listed in the Bid Submittal Checklist must be included within the sealed bid package. No bid will be considered unless it is made on the CDCR Bid Proposal (Exhibit B-1) and Rate Sheet (Exhibit B-2) and is in conformance with the

submission requirements of this IFB. Additionally, an original, signed copy of all pages of the Contractor Certification Clause (CCC) must be submitted to CDCR with the completed bid package. The State reserves the right to request clarification of any documents included with this bid.

The bid must be for the entire activity described herein. The State does not accept alternate contract language from a prospective Contractor. A bid with such language will be considered a counter proposal and will be rejected. Additionally, bids may be rejected if the bid proposal shows any alterations of form, additions not called for, a conditioned or incomplete bid, or erasures and/or irregularities of any kind. Any bid amounts changed after the amounts are originally inserted **MUST** be initialed in ink by the bidder.

Failure to submit required documentation may result in the rejection of your bid.

IV. BID SUBMITTAL

Sealed bids must be received no later than the time and date specified in the Projected Timetable (Section I of these instructions) at the designated address stated below.

MAIL DELIVERY,
HAND DELIVERY, or
OVERNIGHT MAIL: California Department of Corrections and Rehabilitation
Office of Business Services, Contracts Management Branch
Attention: **Michele M. Hoffman**
10000 Goethe Road, Suite C-1
Sacramento, CA 95827

Any bid received at the above address after the Submission of Bid date and time specified in the Projected Timetable, Section I, will **NOT** be considered. It is the State's policy to make every effort to ensure that all bids have been received and properly time stamped; however, bidders are ultimately responsible for ensuring timely receipt of their bid. Bidders may verify receipt of their bid by contacting the person identified in the cover letter of this IFB prior to the Public Bid Opening.

Bids that are not properly marked may be disregarded. All completed bids and required documents shall be packaged and submitted in a sealed envelope to the address specified in the section entitled "Bid Submission Requirements". The sealed envelope must be clearly marked "**BID FOR REMOVE AND REPLACE THREE HOT WATER PUMPS – BID NO. 600000537 Attention: MICHELE M. HOFFMAN - DO NOT OPEN.**" Failure to do so may result in the premature opening of, or failure to open, your bid.

In submitting a bid, the bidder accepts the terms and conditions expressed herein. Costs incurred for developing bids and in anticipation of award of the Agreement are the responsibility of the bidder and shall not be charged to the State.

A bidder may modify a bid after its submission by withdrawing the original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.

A bid may be withdrawn from consideration by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. Once opened by the State, the submitted bid is binding and may not be withdrawn without cause.

All documents submitted in response to this IFB will become the property of the State and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

V. BIDDERS' WALK-THROUGH

Notification of Intent to Participate in Bidders' Walk-Through

Bidders and/or their representative(s) planning to attend the **mandatory** walk-through held on institution grounds must provide their driver's license or DMV identification card number, date of birth, and complete name to secure a Gate Clearance for admittance. Please contact Tim Roche, Chief Engineer I at 530-251-5100 extension 6605 by 2:00 p.m. April 22, 2011 to arrange for your participation in the **mandatory** walk-through.

At the time of attendance at the **mandatory walk-through**, bidders and/or their representatives will be required to bring their driver's license or state DMV identification card to be admitted onto institution grounds.

NOTE: Bidders and/or their representatives will not be admitted onto institution grounds unless professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse clothing and/or yellow rainwear shall not be worn onto institution grounds. Contractors should contact the institution regarding clothing restrictions before any planned visit(s) to the institution to ensure the Contractor and/or their representatives are in compliance.

Additionally, electronic and communication devices such as pagers, cell phones, cameras/micro-cameras, and/or sound recording devices are not permitted on institution grounds and must be left in the bidder's and/or their representative's locked vehicle.

Mandatory Walk-Through

NOTE: PARTICIPATION IN THE WALK-THROUGH IS MANDATORY. ANY BIDDER INTENDING TO SUBMIT A BID MUST EITHER ATTEND OR SEND A REPRESENTATIVE TO THE WALK-THROUGH. FAILURE TO ATTEND OR PROVIDE REPRESENTATION WILL RESULT IN THE BIDDER'S ELIMINATION FROM THE BIDDING PROCESS.

The **mandatory** walk-through will be held at High Desert State Prison located at 475-750 Rice Canyon Road in Susanville, CA on **April 29th at 9:00 a.m.** The purpose of this walk-through is to provide bidders an opportunity to examine the work site before bidding in order to have full knowledge of the area(s) and/or specific equipment affecting the work that may not be specifically described herein.

Specific questions during the walk-through should be limited to the work site. Actual questions regarding the Scope of Work and/or Terms and Conditions of the IFB should be directed to the contact person identified in the cover letter of this IFB.

VI. PUBLIC BID OPENING

If you are planning to attend the public bid opening, you must notify the contact person listed in the cover letter of this IFB two (2) working days before the bid opening date specified in Section I – Projected Timetable. If you and/or your representative require reasonable accommodation to participate in the Public Bid Opening, you must contact the contract analyst identified in this package and identify what reasonable accommodation(s) is required for you to participate.

At the time of the public bid opening, the dollar amount of each bid shall be read. The contract award is subject to a complete review of the entire bid proposal for compliance and adherence to the IFB requirements, verification of all calculations and claimed preferences, and compliance with DVBE Mandatory participation requirements, if applicable.

VII. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM

NOTE: Bidders need to begin the required DVBE participation process as soon as possible to allow adequate response time for DVBE participants.

- a. DVBE participation of no less than 3 percent is **mandatory** for all bids exceeding \$15,000. These requirements apply whether conducting business as a for-profit or nonprofit individual, partnership or corporation. In order to be deemed responsive and eligible for award of the Agreement, the bidder **must** attain the prescribed goals.

For more information, bidders have been provided with a DVBE Program Requirements resource packet. Additionally, to document DVBE participation, bidders **must** complete and return the Bidder Declaration form (GSPD-05-105) and the DVBE Declarations form (STD 843) attached to this IFB. Failure to complete and submit **all** required forms with the bid, that fully document and meet the DVBE requirement, will cause the bid to be rejected.

- b. The DVBE participation goals must be based on the total amount of the bid proposal.
- c. Failure to submit the completed worksheets with the bid proposal will result in automatic rejection of your bid. Your bid will also be rejected if the DVBE requirement is not met.

- d. Proof of Department of General Services (DGS) DVBE certification for your firm and/or subcontractors must be submitted with your DVBE Participation Worksheets.
- e. CDCR's contact for this bid is:

Michele M. Hoffman
916-255-6151
Michele.Hoffman@cdcr.ca.gov
California Relay Service 1-800-735-2929

VIII. NONRESPONSIBLE BIDDER

If a previous Agreement with a prospective bidder was terminated for cause, the State reserves the right to hold a responsibility hearing before awarding the Agreement to determine if the bidder is responsible. The bid may be rejected if the State deems, at the conclusion of the responsibility hearing, that the bidder is not responsible.

Any Contractor who has been terminated from an Agreement by the State within the last two (2) fiscal years due to poor performance may be rejected on the basis of nonresponsibility.

IX. BASIS FOR AWARD

The award of an Agreement, if it is to be awarded, will be made to the lowest responsible bidder whose bid complies with all requirements prescribed herein. In the event a bidder submits more than one (1) bid for the same institution/service under this bid process, the State shall select the lowest bid and reject all other bids from this bidder.

In the event of tie bids, except as provided in Government Code §14838(f), CDCR reserves the right to determine the bidder entitled to the contract award based on the percent of discount specified in Exhibit B-2, if applicable. If not applicable or if there is a discount tie, a coin toss or lot drawing will be used to determine the bidder entitled to the contract award. The coin toss or lot drawing will be officially witnessed and all affected bidders will be advised of the tiebreaker method and invited to attend.

The State is not required to award an Agreement and reserves the right to reject any and all bids and to waive any immaterial deviations in the bid. The State's waiver of an immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the Agreement.

X. GENERAL PREVAILING RATE OF WAGES

In accordance with the provisions of Section 1774 of the California Labor Code, the Contractor and any subcontractors shall conform to the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations. Copies of the wage rate determinations or any amendments thereto issued by the Director of the Department of Industrial Relations are on file with CDCR.

XI. AGREEMENT EXECUTION

The Agreement will be executed only upon the State's acceptance of the Contractor's certificates of insurance, bonds, licenses, and permits, when such items are required. Should the Contractor fail to commence work at the agreed-upon date and time, the State, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement.

The successful bidder shall enter into an Agreement with the State, which will be prepared on a State of California Standard Agreement (STD 213 form, sample attached) and shall include from this IFB Exhibits A, B, B-1, B-2, D, E, and F.

This Agreement will not include a hard copy of the General Terms and Conditions for Private Contractors (Exhibit C), which is incorporated into the Agreement by reference only on the STD 213. Also not provided is a hard copy of the Contractor Certification Clauses (CCC). Exhibit C and the CCC may be downloaded from the Internet at www.ols.dgs.ca.gov/standard+language and printed for your files. An original, signed copy of all pages of the CCC must be submitted to CDCR. Failure to submit a signed CCC may result in rejection of your bid.

After award, two (2) original Standard Agreements will be forwarded to the Contractor for signature. Upon receipt, the Contractor must sign each Agreement with an original signature and return all Agreements with any required documentation in accordance with the time frame specified in the transmittal letter. In the event the State has not received the signed Agreements and the required documentation within the specified time frame, the award may be rescinded and awarded to the next lowest responsible bidder.

This Agreement is not valid unless and until approved by the Department of General Services, or, under its authority CDCR. The State has no legal obligation unless and until the Agreement is approved. Any work commenced by the Contractor prior to approval may be considered voluntary and the Contractor may have to pursue claim for payment by filing with the California Victim Compensation and Government Claims Board. When the Agreement is fully approved, a copy will be forwarded to you.

XII. EXTENSION OF TERM

This Agreement may be amended to extend the term, if it is determined to be in the best interest of the State. Upon signing the amendment, Contractor hereby agrees to provide services for the extended period at the rates specified in the original Agreement.

Enclosures

BID SUBMITTAL CHECKLIST
REMOVAL AND REPLACE THREE HOT WATER PUMPS
PUBLIC WORKS
IFB No. 60000537

Use this checklist to ensure that the documents identified below are included in your company's bid package. Place a check mark or "X" next to each document being submitted to the State. Failure to submit these documents may be cause for rejection of your bid. This checklist should also be returned with your bid.

A complete bid will consist of the documents identified below.

NOTE TO BIDDER: The company name identified on all documents submitted to the State (e.g., licenses, permits, certifications) must be identical to the company name written on the Bid Proposal (Exhibit B-1). Failure to comply may cause delays in the award or result in the rejection of your bid.

- _____ Bid Proposal (Exhibit B-1)
- _____ Rate Sheet (Exhibit B-2)
- _____ Payee Data Record (STD 204)
- _____ Subcontractor/Consultant List
- _____ Public Works Contractor Certification (Exhibit E)
- _____ Non-collusion Affidavit (Exhibit F)
- _____ Copy of valid California city or county business license (if applicable) or, if a corporation is located within the State of California, incorporation documents or a letter from the Secretary of State or, if not a California business, an affidavit that the business is in good standing with the state, province, or country in which the business is headquartered.
- _____ Copy of valid Contractors State License Board "B" license. Contractor and contractor's service technicians must possess and maintain said license(s) throughout the term of this agreement.
- _____ Copy of Contractor Certification Clauses (CCC). The CCC is located on the Internet at <http://www.ols.dgs.ca.gov/standard+language>. The first page must be signed and submitted prior to the award of the contract, but is not required if the bidder has submitted this form to the awarding agency within the last three (3) years.
- _____ GSPD-05-105 Bidder Declaration
- _____ STD 843 DVBE Declarations

AGREEMENT NUMBER
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Corrections and Rehabilitation

CONTRACTOR'S NAME

(1) ENTER BUSINESS NAME HERE

2. The term of this Agreement is: _____ through _____

3. The maximum amount of this Agreement is: **\$ LEAVE THIS FIELD BLANK**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	pages
Exhibit B – Budget Detail and Payment Provisions	pages
Exhibit B-1 – Bid Proposal	pages
Exhibit B-2 – Rate Sheet	pages
Exhibit C* – General Terms and Conditions	GTC - 610

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) _____ pages

Exhibit - D* Special Terms and Conditions _____ pages

Exhibit E* – Public Works Contractor Certification _____ pages

Exhibit F* – Non-collusion Affidavit _____ pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at www.dgs.ca.gov/contracts

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	<i>California Department of General Services Use Only</i>	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) (1) ENTER BUSINESS NAME HERE		
BY (Authorized Signature) 		DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING (2) ENTER NAME AND TITLE OF INDIVIDUAL SIGNING		
ADDRESS (3) ENTER STREET ADDRESS HERE AND TELEPHONE NUMBER		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Corrections and Rehabilitation		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING JACQUELYN NGO, Manager, Construction Contracts Unit		
ADDRESS 10000 Goethe Road, Suite C1, Sacramento, CA 95827		

Exempt per:

REMOVE AND REPLACE THREE HOT WATER PUMPS

1. Introduction

Contractor shall provide all labor, materials, supplies, plans/schematics, tools, equipment, permits/licenses, inspections, safety equipment and every other item of expense necessary to remove and replace the three hot water circulating pumps on site located at High Desert State Prison, 475-750 Rice Canyon Road, Susanville, CA. 96127.

2. Contractor Responsibilities

Contractor will mobilize the necessary equipment to the site for this service. The contractor will remove the old pump units starting with one and replacing this unit with the new pump assembly before proceeding to the next. This will ensure proper operation of the hot water heating loop for all building heat requirements. The contractor is responsible for the setting, plumbing, and electrical modifications necessary to connect the new pump assemblies to the existing foundation, piping, and electrical supply. The contractor will test operate and provide a capacity chart for each pump assembly after installation. The contractor will be responsible for daily clean up of the work area of all debris generated by his personnel and/ or sub-contractor personnel.

All work performed will be in accordance with applicable regulations and procedures per mechanical, building and plumbing code manuals and any other reference as it pertains to this system.

3. License/Permit/Certification Requirements

Contractor must possess a valid California Contractors State License "B" license or employ a subcontractor(s) who possesses the required license.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary. However, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to include a copy of your business license or incorporation papers from your respective State showing that your company is in good standing in that State.

4. CDCR Responsibility

CDCR will supply the pumps.

5. Work Hours

Normal working hours shall be Monday through Friday, excluding State holidays, between the hours of 7:00 a.m. to 4:00 p.m. Hours of work can be changed by mutual agreement between the Contract Liaison and the Contractor. The state, at its discretion, may allow access to the equipment during non-business hours when necessary.

6. Contract Liaison

The institution's liaison for this contract shall be Tim Roche, Chief Engineer I, at 530-251-5100 extension 6605. The contract liaison or designee shall be solely responsible for determining satisfactory completion of any services provided by the contractor.

7. CDCR Contact Information

Should questions or problems arise during the term of this Agreement, the Contractor should contact the following offices:

- Billing/Payment Issues:
Sacramento Regional Accounting Office
Phone Number: 916-255-2042
FAX Number: 916-255-2103

- Scope of Work/Performance Issues:
Tim Roche, Chief Engineer I
Phone Number: 530-251-5100 ext 6605
FAX Number: 530-251-5008

- General Contract Issues:
Office of Business Services
Michele Hoffman, Associate Contract Analyst
Phone Number: 916-255-6151
FAX Number: 916-255-6187

1. Invoicing and Payment

- a. For services satisfactorily rendered, and upon receipt and approval of contractor's invoices, the State agrees to compensate the Contractor in accordance with Exhibit B-1, Bid Proposal and the rates specified herein on Exhibit B-2, Rate Sheet, which are attached hereto and made a part of this Agreement.

Invoices shall include the Agreement Number, Purchase Order Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Department of Corrections and Rehabilitation (CDCR)
Sacramento Regional Accounting Office
High Desert State Prison
Attention: Accounts Payable
P. O. Box 187015
Sacramento, CA 55818-7015

2. Budget Contingency Clause

- a. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.
- b. If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

4. Subcontractors

Nothing contained in this Agreement, or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

REMOVE AND REPLACE THREE HOT WATER PUMPS

The bidder hereby agrees to provide all labor, materials, supplies, licenses, permits, equipment and transportation necessary to perform all services required for the foregoing titled work in accordance with the Scope of Work, all Terms and Conditions, Disabled Veteran Business Enterprise (DVBE) requirements, if applicable, and such addenda thereto as may be issued before the public bid opening date, at the rates set forth by the bidder in Exhibit B-2, Rate Sheet. Exhibit B-2 **must** be submitted with this bid proposal.

Exhibit B-2 shall remain in force for the stated term of this Agreement and shall include every item of expense, direct and indirect, including any taxes incidental to the specified rates.

By virtue of submitting this bid, the undersigned is accepting the terms and conditions expressed in this IFB. Any and all services performed outside the scope of this Agreement shall be at the sole risk and expense of the successful bidder.

COMPANY NAME:

STREET ADDRESS:	P.O. BOX:
CITY, STATE AND ZIP CODE:	CITY, STATE AND ZIP CODE:
TELEPHONE NUMBER: ()	FAX NUMBER: ()
FEDERAL ID or SOCIAL SECURITY NUMBER:	E-MAIL ADDRESS:

TAX STATUS Individual/Sole Proprietor Estate or Trust Partnership
 Corporation (State in which incorporated _____) Other: _____

PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____ DATE: _____

SMALL BUSINESS PREFERENCE

Current law encourages state departments to first consider a Small Business Enterprise (Small)/ Microbusiness Enterprise (Micro) for contracting opportunities. CDCR is committed to supporting Small/Micro business participation in state contracting and seeks to use certified Small/Micro businesses whenever possible.

A Small/Micro business enterprise is defined as a business certified by the Department of General Services (DGS), Office of Small Business and Disabled Veteran Business Enterprise Certification Services (OSDS) in which:

1. The principal office is located in California
2. The officers are domiciled in California
3. The business is independently owned and operated
4. The business, with any affiliates, is not dominant in its field of operation; and
5. a. For Small Business, either:
 - (1) The business, together with any affiliates, has 100 or fewer employees and averaged annual gross receipts of \$14,000,000 or less over the previous three years, or
 - (2) The business is a manufacturer with 100 or fewer employees
- b. For Micro Business, either:
 - (1) The business, together with any affiliates, has 25 or fewer employees and averaged annual gross receipts of \$3,500,000 or less over the previous three years, or
 - (2) The business is a manufacturer with 25 or fewer employees.

Section 14835, et seq., of the California Government Code requires that a five percent (5%) preference be given to bidders who qualify as a Small/Micro business enterprise. The rules and regulations of this law are contained in Title 2, California Code of Regulations, Section 1896, et seq. A copy of the regulation is available upon request.

To claim the Small/Micro business preference, which may not exceed \$50,000 for any bid, your firm must have a completed application (including proof of annual receipts) on file with the DGS, OSDS, by 5:00 p.m. on the date bids are due, and receipt verified by such office. Therefore, if you are a Small/Micro business, but are not certified, it is to your advantage to become certified. For certification and preference approval process information, contact the OSDS by telephone at (916) 375-4940 or access the OSDS Internet website at www.pd.dgs.ca.gov/smbus/getcertified.htm.

DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

CDCR is committed to meeting and exceeding the 3 percent goal for Disabled Veteran Business Enterprise (DVBE) participation in State contracting activities, set forth in Military and Veterans Code 999. The DVBE Incentive Program applies to all contracting activities for

services including public works, construction, services, leasing, materials testing, and other related contracts. The DVBE incentive is applied during the evaluation process and is only applied to responsive bids from responsible bidders proposing DVBE participation. This incentive is for bid computation only.

Award Based on Low Price

The incentive shall be equal to a bidder's DVBE participation level (rounded to the nearest two decimal places).

DVBE PARTICIPATION LEVEL	INCENTIVE APPLIED
3.0 UP TO 3.99%	3%
4.0 UP TO 4.99%	4%
5.0 UP TO 5.99%	5%

1. The incentive is subject to a minimum of 1 percent and a maximum of 5 percent and will not exceed \$500,000. Bids with DVBE participation of more than 5 percent will be calculated with a 5 percent incentive.
2. Bidders with DVBE participation of less than the required percentage listed in the solicitation will be deemed non-responsive and eliminated from any further participation.
3. The Small Business Preference (5 percent up to \$50,000) may be combined with the DVBE incentive but will not exceed a combined total of \$500,000.
4. The DVBE incentive is computed from the lowest responsive and responsible bid price.

NON-SMALL BUSINESS PREFERENCE REQUEST

Pursuant to Title 2, CCR Section § 1896, et seq., and GC Section § 14838, et seq., a bid preference of five percent (5%) is available to a responsive non-small business claiming no less than twenty-five percent (25%), SB/MB subcontractor participation with one or more SB/MB enterprises. This preference is considered only if the tentative low bidder is not a certified SB/MB.

In granting the Non-Small Business Preference Request, no bid price will be reduced by more than \$50,000. This preference cost adjustment is for bid evaluation purposes only and does not alter the actual cost offered by the bidder.

A non-small business is defined as a responsive/responsible bidder that is not certified by the DGS OSDS as a SB/MB enterprise.

To be eligible for the non-small business preference, the business prime vendor must complete and submit an OBS 555 (Non-Small Business Preference Request and Subcontractor Acknowledgement) with their bid proposal.

NONPROFIT VETERAN SERVICE AGENCY (NVSA) SMALL BUSINESS PREFERENCE

Pursuant to Military and Veteran Code Section 999.50 et seq., Nonprofit Veteran Service Agencies (NVSAs) claiming Small/Micro business preference and verified as such in the relevant category or business type, will be granted a preference of five percent (5%) of the lowest responsive bid, if the lowest responsive bid is submitted by a bidder not certified as a Small/Micro business.

In granting Small/Micro business preference to NVSAs, no bid will be reduced by more than \$50,000. The preference cost adjustment is for computation purposes only and does not alter the actual cost offered by the bidder.

To be eligible for the NVSA Small/Micro business preference, the business concern must:

1. Request preference at the time of bid submission, and
2. Have a completed application on file with DGS, OSDS by 5:00 p.m. on the date bids are due.

An SB/NVSA is not subject to the same standards as other certified Small/Micro businesses. SB/NVSA standards are identified in Military and Veterans Code Section 999.51(a) (3).

**IDENTIFICATION OF CONTRACTORS, SUBCONTRACTORS, CONSULTANTS;
SMALL/MICRO BUSINESSES AND DVBEs**

CDCR must identify all contractors, subcontractors, and consultants who will provide labor or render services in the performance of this Agreement and further identify whether any of the listed subcontractors and consultants are a certified Small/Micro business, or a certified DVBE. Therefore, the bidder must complete a Subcontractor/Consultant List. If any changes occur in the submitted original Subcontractor/Consultant List, the Contractor shall notify the Office of Business Services (OBS), in writing within ten (10) working days of those changes, including any changes to Small/Micro business or DVBE status.

CDCR asks that you encourage any subcontractor(s) and/or consultant(s) not currently certified as a Small/Micro business or DVBE that may meet the certification requirements specified herein to become certified through the DGS, OSDS. Please provide those subcontractor(s)/consultant(s) the OSDS contact and certification information provided above.

If you are a certified Small/Micro business enterprise and fail to complete the Prime Contractor information section below, your business shall be classified as a large business, which will preclude your bid from receiving the five percent (5%) Small/Micro business preference and can cause incorrect reporting of Small/Micro business and large business participation by CDCR.

If you are a certified DVBE and fail to complete the Prime Contractor information section below, your business shall be classified as a large business, which will preclude your bid from receiving any range of the DVBE incentive and cause incorrect reporting of DVBE participation by CDCR.

PRIME CONTRACTOR NAME: _____

- I am a Small Business Enterprise. My DGS reference number is: _____
- I am a Microbusiness Enterprise. My DGS reference number is: _____
- I am a Disabled Veteran Business Enterprise. My DGS reference number is: _____
- I am a large business seeking the Non-Small Business Subcontractor preference.
- I am a large business.

Company Name

STATE OF CALIFORNIA
Department of Corrections and Rehabilitation
REMOVE AND REPLACE THREE HOT WATER PUMPS
PUBLIC WORKS RATE SHEET
Bid No. 6000000537

Lump Sum Rate must be provided below. Failure to provide the required rate shall be cause for rejection of your bid.

Complete work for a Lump Sum of \$ _____
BASIS FOR AWARD

If awarded the contract, the undersigned agrees to sign the contract and to furnish the applicable bonds and certificates of insurance as required and to start the work when notified.

Pursuant to Public Contract Code Section 6107, in awarding contracts for construction, a State agency shall grant a California company a reciprocal preference against a nonresident contractor with the lowest responsive bid, except where the resident contractor is eligible for a California small business preference, in which case the preference applied shall be the greater of the two, but not both.

NOTE: THIS RECIPROCAL PREFERENCE IS AVAILABLE ONLY TO BIDDERS WHO CERTIFY, UNDER PENALTY OF PERJURY, THAT THEY QUALIFY AS CALIFORNIA COMPANIES.

In order to qualify as a "California company" under California Public Contract Code Section 6107, a business entity must be a licensed California contractor at the time of the bid opening and must meet one of the following requirements:

1. Has its principal place of business in California.
2. Has its principal place of business in a state in which there is no local contractor preference on construction contracts.
3. Has its principal place of business in a state in which there is no local contractor preference on construction contracts, but the bidder has paid not less than Five Thousand Dollars (\$5,000) in sales or use taxes to California for construction related activity for each of the five years immediately preceding the submission of the bid.

Does bidder certify, under penalty of perjury, that the bidder qualifies as a California company?
Yes _____ No _____

Nonresident bidder must disclose any and all bid preferences provided to the nonresident bidder by the state or country in which the nonresident bidder has its principal place of business at the time of bid submission. Therefore, if the bidder has answered "No" above, use this space to disclose any such preference. (If none, indicate):

Preference given: _____

By signing the Bid Proposal, Exhibit B-1, the bidder certifies under penalty of perjury the correctness of this statement.

Bidders are cautioned that making false certification may result in rejection of the bid or legal action or both.

The bidder shall set forth in the bid:

1. The name and business address of each subcontractor who will perform work or labor or render service in an amount in excess of one-half of one percent of the general contractor's total bid; and
2. The portion of work to be performed by each subcontractor. (See California Public Contract Code Sections 4100 through 4108, inclusive.)
3. In addition, effective January 1, 1994, pursuant to the California Public Contract Code Section 10115 et seq., prime contractors **MUST** list on their Bid Proposal all certified DVBE subcontractors who will perform work or labor or render service to the prime contractor in connection with the performance of the contract and who will be used by the prime contractor to fulfill DVBE participation goals. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his/her bid.

LIST OF PROPOSED SUBCONTRACTORS

Listed hereinafter is the name and address of each subcontractor who will be employed and the kind of work which each will perform in carrying out the aforementioned project. I understand that under California Public Contract Code Sections 4100 through 4108, I **MUST** clearly set forth the name and address of each subcontractor who will perform work or labor or render service to me in or about the site of the work and that as to any work in which I fail to do, I agree to perform that portion myself or be subjected to penalty under the Subletting and Subcontracting Fair Practices Act.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, in the format outlined below, shall be attached hereto and made a part of the Bid Proposal.

<u>Kind of Work</u>	<u>Portion of Work to be Performed</u>	<u>Type of License and No</u>	<u>Subcontractor Name and Address</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Contractor may offer a discount on invoices in order for the invoices to be paid within thirty (30) days of receipt. Discount offered must be at least one-half of one percent and a minimum of \$5.00.

Discount offered on invoices to be paid within 30 days of receipt = _____%

* The percent of discount (highest discount prevails) may be used in the event of tie bids. Refer to the Notice to Prospective Bidders, Bid Submission Requirements.

1. Applicable Laws and Regulations

a. General

The Contractor shall be informed of and comply with all Federal and State statutes, rules and regulations applicable to the contract and to those engaged or employed through the contract. The Contractor shall hold the State, its officers, agents, and employees harmless and indemnify and defend the State for any claims for damages arising out of occurrences, accidents, or misuse by the contractor or subcontractors.

If a conflict arises between the provisions of the Plans and Specifications and any such statute, rule or regulation, the Contractor shall notify the State at once in writing. If, before receiving clarification, the Contractor performs any portion of the work affected by the conflict, any performance shall be at the Contractor's own risk and he/she shall not be entitled to any additional compensation.

The Contractor shall be liable for damage to any person or property resulting from defects in the work or, obstructions throughout the term of the contract or at any time before acceptance of the completed work.

Neither the State nor the Contractor is subject to municipal, county or district statutes, rules or regulations pertaining to building permits or regulating the design or construction of buildings on State property.

b. Permits and Licenses

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at Contractor's expense all license(s) and permit(s) required by law for accomplishing all work required in connection with this Agreement.

In the event any license(s) and/or permit(s) expire during the term of this Agreement, Contractor agrees to provide CDCR with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the contractor fails to maintain all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

Pursuant to the Business and Professions Code, Division 3, Chapter 9, it is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a Contractor within this State without having the required license except in any of the following cases:

1. The person is exempted from the provisions of this chapter; or
2. The bid is submitted on a State project governed by California Public Contract Code section 10164.

This chapter shall not apply to a joint license as required by Business and Professions Code section 7029.1. However, if the Contractor makes the bid as a joint venture, each person submitting the bid shall be subject to this chapter with respect to his/her individual license.

This chapter shall not affect the right or ability of a licensed architect or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

A licensed Contractor shall not submit a bid to a public agency unless his/her contractor's license number and class appear clearly on the bid, the license expiration date is stated, and he/she has signed a certification statement that the representations made in the bid with regard to the license number, class and expiration date are made under penalty of perjury. Any bid not containing this information or a bid containing information that is subsequently proven false shall be considered non responsive and shall be rejected.

c. Permits and Certifications from State Board of Equalization

This solicitation and any resulting contract shall be subject to all requirements as set forth in Sections 6487, 7101 and sections 6452.1, 6487.3, 18510 of the Revenue and Taxation Code, and section 10295.1 of the Public Contract Code requiring suppliers to provide a copy of their reseller's permit or certification of registration and, if applicable, the permit or certification of all participating affiliates, issued by California's State Board of Equalization. Failure of the supplier to comply by supplying the required permit or certification will cause the supplier's bid response to be considered non-responsive and their bid rejected. Unless otherwise specified in this solicitation, a copy of the reseller's permit or certification of registration must be supplied within five (5) state business days of the request made by the State.

d. Bonds

If the contract price exceeds \$25,000, the successful bidder shall furnish an original payment bond and a duplicate copy to accompany the contract in an amount not less than one hundred percent (100%) of the total amount payable under the contract. The bond **MUST** be prepared on CDCR's STD 807 form, Payment Bond to Accompany Construction Contract, provided to the Contractor by CDCR before execution of the contract.

If progress payments are provided for in the bid or if the contract amount exceeds \$10,000 with a contract term which exceeds three (3) months, the successful bidder shall furnish an original faithful performance bond and a duplicate copy in a sum not less than one hundred percent (100%) of the total amount payable under the contract.

These bonds must be executed by an admitted surety insurer that is licensed to transact surety business in the State of California and appears in the California Department of Insurance's listing as a surety bond provider.

NOTE: California Public Contract Code section 4108 mandates that a prime Contractor only require bonds from subcontractors if the prime Contractor had clearly specified the amount and requirements of the bond or bond(s) in the prime Contractor's written or published request for sub-bids. Failure to adhere to this requirement shall preclude the prime Contractor from imposing bond requirements under this section.

e. Prevailing Wage Rates

The Director of the Department of Industrial Relations has ascertained general prevailing wage rates in the county in which the work is to be performed. Upon

request, the State shall furnish to the Contractor a copy of such prevailing wage rates that the Contractor shall post at the job site.

The prevailing wage rates set forth are the minimum that shall be paid by the Contractor. Nothing contained herein shall be construed as preventing the Contractor from paying more than the minimum prevailing wage rates. No extra compensation will be allowed by the State due to the Contractor's inability to hire labor at minimum rates

If it becomes necessary to employ work classifications other than those listed in the bid, the Contractor shall notify the State immediately and the State will ascertain the additional prevailing wage rates from the date of initial payment.

The Contractor shall comply with all prevailing wage rate requirements and shall be subject to all restrictions and penalties in accordance with California Labor Code sections 1770 - 1780.

f. Payment Records

The Contractor and all subcontractors shall keep accurate payroll records showing the name, address, social security number, work week, the actual per diem and the wages paid to each employee in connection with this project. Such records shall be certified and be available for inspection during business hours at the principal place of business of the Contractor in accordance with California Labor Code section 1776.

g. Air Pollution

The Contractor shall comply with all air pollution control statutes, rules, regulations, and ordinances that apply to any work performed in connection with this project in accordance with California Public Contract Code section 10231 and California Government Code section 11017.

2. Contract Disputes (Supersedes provision number 6, Disputes, of Exhibit C)

As a condition precedent to contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, contractor agrees that all disputes and/or claims of contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

a. Final Payment

The acceptance by the Contractor of final payment shall release the California Department of Corrections and Rehabilitation (CDCR) from all claims, demands and liability to contractor for everything done or furnished in connection with this work and from every act and neglect of CDCR and others relating to or arising out of this work except for any claim previously accepted and/or in process of resolution.

b. Informal Appeal

Contractor and the program or institution contract liaison, or other designated CDCR employee of the unit for which the goods are being delivered or the service is being performed, shall first attempt in good faith to resolve the dispute or claim by informal discussion(s). Contractor shall identify the issues and the relief sought. Informal discussion(s) between contractor and contract liaison, or the designated CDCR employee, shall be written, dated, and signed by the authors.

The program or institution contract liaison shall issue an informal written statement to contractor regarding the dispute within fifteen (15) calendar days following settlement or an impasse in the informal discussion(s) process. The written statement shall either: (1) document the dispute settlement and what, if any, conditions were reached; or, (2) document the reason(s) the dispute could not be resolved informally and provide notification to contractor of its option to file a formal appeal within thirty (30) days of the informal statement. One (1) copy of the informal statement and the discussion(s) on which it is based shall be forwarded immediately to the Office of Business Services (OBS) for inclusion in the Agreement file.

c. Formal Appeal

If the dispute or claim is not resolved to contractor's satisfaction by the informal appeal process, contractor may file with the Associate Director of OBS a formal written appeal within thirty (30) calendar days of the date of CDCR's informal written decision. The formal written appeal shall be addressed as follows:

Subject
Associate Director
Office of Business Services
California Department of Corrections and Rehabilitation
10000 Goethe Road, Suite C-1
Sacramento, CA 95827

Contractor shall specify in the formal written appeal the issue(s) in dispute, the particular relief or remedy sought, the factual basis for contractor's claim or dispute, and contractor's legal, technical and/or other authority upon which contractor bases its claim or dispute.

The formal written appeal shall include a written certification signed by a knowledgeable company official under the penalty of perjury according to the laws of the State of California pursuant to California Code of Civil Procedure section 2015.5 that the dispute, claim, or demand is made in good faith, and that the supporting data are accurate and complete. If an Agreement adjustment is requested, the written certification shall further state under penalty of perjury that the relief requested accurately reflects the Agreement adjustment for which the CDCR is responsible.

If contractor is a corporation, the written certification shall be signed by an officer thereof. If contractor is a sole proprietorship or partnership, it shall be signed by an owner or full partner. If contractor is other than a corporation, sole proprietorship or partnership, it shall be signed by a principal of the company with authority to bind the company.

The Associate Director of OBS shall issue a formal written decision on behalf of CDCR within thirty (30) calendar days of receipt of the properly addressed formal written appeal. If mutually agreed by the parties, the date for the issuance of CDCR's final written decision may be extended.

d. Further Resolution

If the dispute is not resolved by the formal appeal process to contractor's satisfaction, or contractor has not received a written decision from the Associate Director of OBS after thirty (30) calendar days, or other mutually agreed extension, contractor may thereafter pursue its right to institute other dispute resolution process, if any, available under the laws of the State of California.

e. Contract Disputes with Public Entities

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

3. Right to Terminate (Supersedes provision number 7, Termination for Cause, of Exhibit C)

The State reserves the right to terminate this Agreement subject to thirty (30) calendar day's written notice to the contractor. Contractor may submit a written request to terminate this Agreement only if the State should substantially fail to perform its responsibilities as provided herein.

Additionally, the State reserves the right to terminate this Agreement subject to thirty (30) calendar days written notice to the contractor should it be later identified as a service which can be consolidated into a statewide/regionalized Agreement. The State may exercise its option to cancel the remaining years of this Agreement, should it be decided that with additional institutions and/or sites, the State will receive a better rate for the same service.

However, the Agreement can be immediately terminated for cause. The term "for cause" shall mean that the contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the contractor.

This Agreement may be suspended or cancelled without notice, at the option of the contractor, if the contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the contractor is unable to render service as a result of any action by any governmental authority.

4. Contract Suspension

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, mandating the suspension of state contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. During the period of contract suspension, Contractor is not entitled to any payment for the suspended work. Once the order suspending state contracts has been lifted, a formal letter from the Department will be issued to the Contractor to resume work.

5. Responsibility Hearing

If this Agreement is terminated for cause, CDCR reserves the right to conduct a responsibility hearing to determine if the contractor is a responsible bidder before an award of future Agreements can be made.

6. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the contractor in order to carry out this Agreement, shall be protected by the contractor from unauthorized use and disclosure.

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. The contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the contractor's possession that is independently developed by the contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) in violation of any State or federal law.

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

7. Nondiscrimination Clause

Contractor agrees that no person, on the basis of ethnic group identification, religion, age, sex, color or physical or mental disability, will be lawfully denied the benefits of (or be discriminated under) any program funded by the State in accordance with California Government Code sections 11135-11139.5.

Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code section 12900 et seq.) and the applicable regulations transmitted hereunder (Cal Code of Regs., tit. 2, § 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code section 12990 are set forth in the California Code of Regulations, title 2, § 8107, and are incorporated into this contract by reference and made a part hereof. 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.

The "Nondiscrimination Clause" set forth and referenced herein is applicable to all nonexempt State construction contracts and subcontracts and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth below, which is applicable to all nonexempt State construction contracts and subcontracts of \$5,000 or more.

a. As used in the Specifications:

1. "Administrator" means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing or any person to whom the Administrator delegates authority.
2. "Minority" includes:
 - (a) Black (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);
 - (b) Hispanic (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish derived culture or origin regardless of race);
 - (c) Asian/Pacific Islander (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands);
 - (d) American Indian/Alaskan Native (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).

b. Whenever the Contractor or any subcontractor subcontracts a portion of the work, including work involving a construction trade, it shall include in each subcontract of \$5,000 or more the nondiscrimination clause directly or through incorporation by reference.

c. The Contractor shall implement all of the specific nondiscrimination standards provided in Paragraph e of these Specifications.

- d. The nondiscrimination clause shall contain a provision requiring contractors and subcontractors to give written notice of their obligations under that clause to labor organizations with which they have a collective bargaining or other agreement pursuant to California Government Code section 12990.
- e. The Contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the Contractor's compliance with these Specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor must be able to fully demonstrate its efforts under all of the following:
 - 1. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites and at all facilities where the Contractor's employees are assigned. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment with specific attention to minority or female individuals working at such sites or in such facilities;
 - 2. Provide written notification within seven days to the Director of the California Department of Fair Employment and Housing when the union(s) with which the Contractor has a collective bargaining agreement with have not referred a minority person or woman to the Contractor or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations;
 - 3. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions through training, recruitment and outreach programs by posting the company policy on bulletin boards which are accessible to all employees at each location where construction work is performed and requesting the union's cooperation in assisting the Contractor to meet its obligations;
 - 4. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the Contractor's equal employment opportunity policy and obligations in order to discharge their responsibilities accordingly; and
 - 5. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the Contractor's obligations under these Specifications are being carried out.
- f. Contractors are encouraged to participate in voluntary associations that assist in fulfilling the equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive

impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation and can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.

- g. The Contractor is required to provide equal employment opportunity for all protected classes pursuant to the California Fair Employment and Housing Act located in Government Code section 12990 et seq.
- h. Establishment and implementation of a bona fide affirmative action plan pursuant to California Code of Regulations, title 2, section 8104(b), shall create a presumption that a Contractor is in compliance with the requirements of California Government Code section 12990 and its implementing regulations.
- i. The Contractor shall not use nondiscrimination specifications to discriminate against any person 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.
- j. The Contractor shall not enter into any subcontract with any person or firm decertified from State contracts pursuant to California Government Code section 12990.
- k. The Contractor shall carry out such sanctions and penalties for violation of these Specifications and the nondiscrimination clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to California Government Code section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these Specifications and California Government Code section 12990.
- l. The Contractor shall designate an employee responsible for monitoring all employment related activity to ensure that the company's equal employment opportunity policy is being carried out, submit reports relating to the provisions required by the Office of Compliance Programs and keep records. For each employee, records shall include the name, address, telephone numbers, construction trade, union affiliation (if any), employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper or laborer), dates of change in status, hours worked per week in the indicated trade, rate of pay and locations where the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

8. Contractor's Waiver and Indemnification

Neither the State nor any of its officers or employees shall be liable for: loss or damage to the Contractor's work or any part thereof or to any of the materials used in performing the work; injury to any person(s), either workers or the public and for damage to property due to the Contractor's intentional or negligent acts that might have been prevented by the

Contractor or anyone employed by him/her. The Contractor shall indemnify and save harmless the State and all officers and employees of the State from all suits, actions or claims brought forth or on account of injuries or damages received or sustained by any person(s) due to the Contractor, his/her employees or agents in the construction of the work, or as a consequence of his/her failure to properly guard against injuries, or on account of any act or omission of the Contractor, his/her employees or agents. In addition to any remedy authorized by law, any money due the Contractor under the contract may be retained by the State until final disposition of the lawsuit, legal action(s) or claims. This provision shall not be construed as precluding the State from enforcing any right to offset any current contract the Contractor may have with the State as to any money owed to the State.

9. Liability for Loss and Damages

Any damages by the contractor to the State's facility including equipment, furniture, materials or other State property, will be repaired or replaced by the contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due contractor under this Agreement.

10. No Personal Liability

CDCR, the Director, nor any other officer or authorized employee of CDCR shall be personally liable for any actions arising under this contract.

11. Conflict of Interest

The contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

a. Contractors and Their Employees

Consultant contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service contractors and/or certain of their employees may be required to file a Form 700 if so requested by CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service contractors (other than consultant contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

1. The Agreement service has been identified by CDCR as one where there is a greater likelihood that a conflict of interest may occur;
2. The contractor and/or contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or

3. The contractor and/or contractor's employee(s) serves in a staff capacity with CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for CDCR that would otherwise be performed by an individual holding a position specified in CDCR's Conflict of Interest Code.

b. Current State Employees

1. 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.
2. 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.
3. In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
 - a. Using an official position for private gain;
 - b. Giving preferential treatment to any particular person;
 - c. Losing independence or impartiality;
 - d. Making a decision outside of official channels; and
 - e. Affecting adversely the confidence of the public or local officials in the integrity of the program.
4. Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

c. Former State Employees

1. For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement 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 Agreement while employed in any capacity by any state agency.
2. For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement 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 Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The contractor shall not itself employ or offer to employ inmates or parolees, directly or indirectly, through an affiliated company, person or business unless specifically authorized in writing by CDCR. In addition, the contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by CDCR. For the purposes of this paragraph,

“affiliated company, person or business” means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the contractor or by the contractor’s owners, officers, principals, directors and/or shareholders, either directly or indirectly. “Affiliated companies, persons or businesses” include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the contractor or by the contractor’s owners, officers, principals, directors and/or shareholders.

The contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the contractor’s business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the contractor’s business status or structure that could affect the performance of the contractor’s duties under the Agreement.

If the contractor violates any provision of the above paragraphs, such action by the contractor shall render this Agreement void.

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

12. Disclosure

Neither the State nor any State employee will be liable to the contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the contractor any statement(s) known to State staff, made by any inmate or parolee, which indicate violence may result in any specific situation, and the same responsibility will be shared by the contractor in disclosing such statement(s) to the State.

13. Computer Software Management Memo

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

14. Patents

The Contractor shall assume all costs and agrees to indemnify and save harmless the State, its officers and employees from all suits, actions or claims arising from use of patented materials, equipment, devices or processes used or incorporated in the work contracted for by CDCR.

15. Contractor's Responsibility for Work

Until the State formally accepts the work, the Contractor shall be liable for any injury or damage to any part of the work from the elements, except for an act of God as defined by California Public Contract Code section 10122(c) or a natural disaster as proclaimed by the State or Federal government), and damages that are directly and proximately occasioned by acts of the State or Federal government and the public enemy.

Contractor is responsible for the supervision of workers and at his/her cost, shall rebuild, repair, and restore all damages to any portion of the work caused by the employees before the State's acceptance of the completed product.

No advertising of any description will be permitted in or about the work site except by order of the State.

16. Liability for Nonconforming Work

The contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the contractor's deadline, the contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CDCR, in its sole discretion, may use any reasonable means to cure the nonconformity. The contractor shall be responsible for reimbursing CDCR for any additional expenses incurred to cure such defects.

17. Contract Violations

The contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

18. Conduct of Work and Personnel

The State reserves the right to do other work in connection with the project or adjacent thereto by contract or otherwise. The Contractor shall at all times conduct his/her work so as to impose no hardship on the State, others engaged in the work or to cause any unreasonable delay or hindrance. Where two or more contractors are employed on related or adjacent work, each shall conduct his/her operations in such manner as not to cause delay or additional expense to the other.

All construction equipment required for execution of the work and all labor, power and signals required for the installation, operation and maintenance of such equipment shall be provided by the Contractor. The Contractor shall obtain all necessary measurements for the work and shall check dimensions, levels and any existing construction and layout and supervise his/her construction accordingly. Measurements and quantities on the Plans are to be verified by the Contractor.

The Contractor shall make provisions to accomplish the work of the contract without undue interruption of services. Interruption of any services for the purpose of making or breaking a connection shall be made only after consultation with the State and shall be at such time and of such duration as may be directed.

The Contractor shall perform the work of the contract only on normal working days, Monday through Friday, and during normal working hours. Work after hours on weekdays and work on Saturdays, Sundays and State holidays will not be permitted unless the Contractor obtains prior written approval from the State.

The Contractor's activities on State property shall be confined to spaces, areas, roads and locations as directed by the State.

Prior to coming on institution grounds, a list of all vehicles the Contractor proposes to use shall be provided to the institution. The list must include the license number of each vehicle and the name of the vehicles' operator.

Parking arrangements for Contractor's personnel shall be made through the State.

The Contractor shall be responsible for providing sanitary facilities for his/her personnel either through rental or making arrangements with the State agency.

Tools and equipment owned by the Contractor and his/her employees shall be safely stored overnight under lock and key. Hand-cutting tools shall be checked out each morning and checked in at the end of each workday. Loss of any tools or equipment shall be reported immediately to the State. Neither the Contractor nor workers shall attempt to borrow tools or other materials from State personnel. The Contractor shall remove all temporary equipment upon completion of the work.

All vehicles, equipment and ladders shall be secured when not in use. Keys shall not be left in any vehicles or equipment when not in use. The State will not be responsible for loss of tools, equipment or materials.

No firearms, narcotics, drugs, intoxicants or other restricted materials shall be allowed on the premises.

19. Security Clearance/Fingerprinting

The State reserves the right to conduct fingerprinting and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor and/or Contractor's employee access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

20. Notification of Personnel Changes

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, contractor must recover and return any State-issued identification card provided to contractor's employee(s) upon their departure or termination.

21. Temporary Nonperformance

If, because of mechanical failure or for any other reason, the contractor shall be temporarily unable to perform the work as required, the State, during the period of the contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the contractor for any additional costs above the Agreement price.

22. Subcontractor/Consultant Information

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the contractor shall notify the Department of Corrections and Rehabilitation, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

23. Contract Approvals and Commencement of Work

Contracts are not valid unless and until approved by California Department of General Services, if such approval is required by law. The Contractor is not to commence or proceed with any work in advance of receiving notice that the contract has been approved. Any work performed by the Contractor in advance of the date of approval by the Department of General Services shall be deemed volunteer work and will not be reimbursed by the State.

The Contractor is obligated to complete the work on or before the date or within the number of working days set forth in the Specifications.

The time for the completion of the work shall be extended by the State for a reasonable period of time when there is a delay in the Contractor's or subcontractor's performance caused by acts of God, the public enemy, fire, flood, epidemics, quarantine restrictions,

strikes, freight embargoes, unusual action of the elements. The Contractor must notify the State in writing of the causes of delay within five days from the beginning of any such delay, and within five days after the end of any such delay, notify the State of the duration thereof.

The State will sustain damages if the work contracted for is not completed by the Contractor within the agreed time. If the damages are too uncertain and it is impracticable to determine the full amount due to the delay then the State has the right to recover liquidated damages. The Contractor will pay the State the sum of money set at the rate established in Exhibit A for each day the Contractor is delinquent in completing the work beyond the contracted time.

If the Contractor fails to pay liquidated damages, the State may deduct this amount from any money due or that may become due under the contract.

24. Extension of Term

This Agreement may be amended to extend the term if it is determined to be in the best interest of the State. Upon signing the amendment, contractor hereby agrees to provide services for the extended period at the rates specified in the original Agreement.

25. Accounting Principles

The contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

26. Retention of Funds

For purposes of this subdivision, completion means any of the following:

1. Occupation, beneficial use, and enjoyment of a work of improvement (excluding any operation only for testing, startup or commissioning) accompanied by cessation of labor;
2. Acceptance by the State in writing;
3. Cessation of labor for a continuous period of 100 days or more due to factors beyond the control of the prime Contractor; or
4. Cessation of labor for a continuous period of 30 days or more if the State files a notice of cessation or a notice of completion.

In accordance with California Public Contract Code section 7107, within 60 days after the date of completion of the work, any funds retained by the State shall be released to the contractor. In the event of a dispute between the State and the Contractor, the State may withhold from the final payment an amount not to exceed 150 percent of the disputed amount.

Within 10 days from the time that all or any portion of the funds retained by the state are released to the Contractor, the Contractor shall pay each of its subcontractors their portion of any funds withheld. However, if a retention payment received by the Contractor is specifically designated for a particular subcontractor, payment of the funds shall be made to the designated subcontractor, if the payment is consistent with the terms of the subcontract.

The Contractor may withhold from a subcontractor its portion of the retention funds if a bona fide dispute exists between the Contractor and subcontractor. The amount withheld from the retention funds shall not exceed 150 percent of the estimated value of the disputed amount.

In the event that retention payments are not made within the time periods required, the State or Contractor withholding the unpaid amounts shall be subject to a charge of two percent per month on the improperly withheld amount, in lieu of any interest otherwise due. Additionally, in any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to attorney's fees and costs.

If the State retains an amount greater than 125 percent of the estimated value of the work yet to be completed pursuant to the California Public Contract Code section 10261, the State shall distribute the undisputed retention proceeds within 60 days after the date of completion of the work. However, if the State retains an amount equal to or less than 125 percent of the estimated value of the work yet to be completed, the State shall have 90 days in which to release undisputed retentions.

27. Tax

The State of California and Contractor will each bear their own respective federal, state and local tax liabilities arising from this Agreement. It is expressly understood that neither the State nor the Contractor will assign, shift, pass on or otherwise assume the tax liabilities of the other party.

28. Accident Prevention

The Contractor shall exercise precaution at all times for the protection of persons (including employees) and property. Precautionary measures shall include, but not limited to, installation of adequate safety guards and protective devices for all equipment and machinery, whether used in the performance of the work or permanently installed as part of the work. The Contractor shall comply with all applicable laws relating to safety precautions, including safety regulations of the California Department of Industrial Relations, State Division of Industrial Safety.

29. Inspection

The Contractor shall at all time permit the State and its authorized agents and representatives to visit and inspect the work site while work is in progress. This obligation shall include maintaining proper facilities and safe access for such inspection. Where the contract requires the work to be tested, it shall not be covered up until inspected and approved by the State. The Contractor shall be solely responsible for notifying the State

where and when such work is ready for inspection and testing. Should any such work be covered without such testing and approval, it shall be uncovered at the Contractor's expense. The Contractor shall give the State 24 hours notice prior to performing work on a Saturday, Sunday or a State holiday, so that the State may make the necessary arrangements.

30. Rejection

Should any portion of the completed work or any delivered materials, articles or equipment fail to comply with the requirements of the contract, such work, materials, articles or equipment shall be rejected. The Contractor, at no additional expense to the State, shall immediately make adjustments to the satisfaction of the State. Materials, articles or equipment that is rejected shall immediately be removed from the premises at the Contractor's expense.

31. Materials and Workmanship

All materials used and all work performed under the contract shall conform in all respects to the latest amended rules, regulations and requirements which are set forth in the Uniform Building Code, Uniform Plumbing Code; National Electric Code; California Electric Safety Orders; California Department of Industrial Relations, Division of Industrial Safety regulations; and any other regulatory requirement having jurisdiction over this type of work.

Materials, articles or equipment furnished by the Contractor for incorporation into the work shall be new. When the contract documents indicate or require that such materials, articles or equipment are to be furnished, but the quality or kind thereof is not particularly specified, shown or indicated, the Contractor shall furnish materials, articles or equipment at least equal to the class or quality of the materials, articles or equipment that are specified, shown or indicated. Substantiating data of the equal item shall be presented to the State within 35 calendar days after the award of the contract. All work shall be performed in a first class and workman-like manner in accordance with the true intent and meaning of the Plans and Specifications. Every part of the work shall be accomplished by the workers, laborers or mechanics especially skilled in the class of work required and workmanship shall be the best.

Completed work shall be to the entire satisfaction of the State of California. The State shall be the sole judge as to whether the materials or workmanship is acceptable. Should any portion of the completed work or any materials, articles or equipment delivered fail to comply with the requirements of the contract, such work, materials, articles or equipment shall be rejected. The Contractor shall immediately replace, at his/her own expense, all unacceptable materials and all unacceptable work shall immediately be made satisfactory to the State by the Contractor at no additional expense to the State. Any rejected materials, articles or equipment shall immediately be removed from the premises at the expense of the Contractor.

32. Brand or Trade Names

Pursuant to California Public Contract Code section 3400, the contract does not require the Contractor to supply specific brand or trade name material, product, or services, except for services by the Contractor or by subcontractors listed pursuant to California Public Contract Code sections 4100 et seq. Whenever an item is specified by brand, trade name, or specific entity, the item shall be deemed to be followed by the term "or equal" unless the specifications provide that use of the item listed is necessary, in the public interest or to match other similar items already used or to be used.

33. Inconsistent Terms

If the Contractor discovers any inconsistent terms, omissions or errors in the contract documents, has any questions concerning interpretation or clarification of the contract documents, or if it the Contractor believes the performance of the work or any matters related to the work is not sufficiently detailed or explained in the contract, then, before commencing work,, the Contractor shall immediately notify the State in writing and request interpretation, clarification or additional detailed instructions concerning the work.

34. Occupancy by the State Prior to Acceptance

The State reserves the right to occupy all or any part of the project prior to completion of the work upon written order by the State. In such event, Contractor will be relieved of the responsibility to the State for injury or damage resulting from occupancy and use by the State. Such occupancy does not constitute acceptance by the State of the work completed by the Contractor or any portion thereof, nor will it relieve the Contractor of responsibility for correcting defective work or materials found at any time before acceptance of the work.

35. Stop Notices and Claims

The State will retain from funds owed or that become owed to Contractor an amount sufficient to cover claims filed pursuant to Civil Code sections 3179 et seq.; tax demands filed in accordance with Government Code section 12419.4; claims of State agencies offset under Government Code section 12419.5; and other claims, penalties, and forfeitures for which the State is authorized to retain money.

36. Guarantee

The Contractor guarantees that the work will be performed in accordance with the requirements of the contract and remain free of defects in workmanship and materials for a period of one year from the date of acceptance of the contract, unless an alternative guarantee period is specified. Contractor agrees to repair or replace all work which is not in accordance with the requirements of the contract or that may be defective in its workmanship or materials within the specified guarantee period without any expense to the State, except ordinary wear and tear and unusual abuse or neglect.

37. Hazardous Materials

Contractor shall handle only those hazardous material(s), if any, specified in the Scope of Services. If Contractor encounters any unspecified hazardous material while fulfilling the conditions of the contract, the work shall stop immediately. The removal of any unspecified hazardous material(s) may be added to this contract by amendment or may be performed by the State through other means, at the discretion of the State. Any contractor providing hazardous material services shall comply with all hazardous material regulations and the Contractor shall have all applicable certifications either through itself or a subcontractor and be insured against environmental liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.

38. Electronic Waste Recycling

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

39. Workers' Compensation

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Contractor's expenses, or that it is self-insured through a policy acceptable to the CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this agreement.

Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.

40. Employment of Undocumented Aliens

No State agency or department that is defined in Public Contract Code section 10335.7, and thereby subject to this code, shall award a public works or purchase contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works or purchase contract, who has previously been convicted of violating a state or federal law respecting the employment of undocumented aliens.

41. Employment of Ex-Offenders

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;
- b. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (unauthorized Communications with Prisons and Prisoners Offenses).
- c. Ex-Offenders required to register as a sex offender pursuant to Penal Code Section 290 or if such ex-offender has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
- d. Any ex-offender in a position which provides direct supervision of parolees, except in the following instance:
 1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.

42. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failures of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible and/or any other cause beyond the reasonable control of the party whose performance is affected

43. Work Area

Contractor will ensure that the work area is kept clean and free of debris, as necessary, to maintain a safe working environment for staff and inmates. While working on equipment, contractor agrees to perform services with as little disruption to the State's operations as possible. All tools, equipment and other work materials belonging to the contractor will be removed from the institution at the end of each working day. The state shall not be responsible for storage of any contractor property.

44. Equipment

Restrictions may be placed on the quantity and type of equipment and materials left within existing facilities during breaks, meals or at the end of each work day.

45. Utilities

The Contractor shall not interrupt utilities except with two days' prior written notice and approval from the State. Interruptions shall be scheduled so as to minimize the duration and disruption to the existing operation.

46. Temporary Identification Cards

Upon clearance by a background check and at the discretion of the State, a photo may be taken of each worker for the purposes of issuing a temporary identification card that must be worn at all times on institution grounds.

47. Disabled Veteran Business Enterprise (DVBE)

If this Agreement is in excess of \$15,000, contractor shall fulfill, to the best of contractor's ability, their obligations in dispensing that portion of the Agreement amount to the DVBEs as identified in the reply to the DVBE Mandatory Participation Requirement. Said reply by reference is a part of this Agreement and is on file and available for review Monday through Friday between the hours of 9:00 a.m. and 4:00 p.m. at the contracting location.

In the event the Agreement is amended to increase the amount, contractor will be required to comply with the Department's DVBE participation requirement for the amended amount.

Contractor agrees that the State or its delegate will have the right to review, obtain, and copy all records pertaining to performance of the Agreement. Contractor agrees to provide the State or its delegate with any relevant information requested and shall permit the State or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees, inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Section 10115 et seq., and Title 2, California Code of Regulations (CCR), Section 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the Agreement (Title 2, CCR Section 1896.75).

48. Small Business and DVBE Participation – Commercially Useful Functions

This solicitation and any resulting Agreement shall be subject to all requirements as set forth in the following code:

Government Code Sections 14837, 14839, 14842, 14842.5

Military and Veterans Code (MVC) Sections 999, 999.6, 999.9

In part, these codes involve requirements for businesses to qualify as a California certified Small Business, Micro-business and/or DVBE. The aforementioned companies must perform a **commercially useful function** to be eligible for award and must be "domiciled" in

California. A suppliers bid will be considered non-responsive and rejected for failure to comply with the definition and requirements set forth in the statutes Contractors found to be in violation of certain provisions within these code sections may be subject to loss of certification, penalties and Agreement cancellation.

49. DVBE Replacement Request

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per (M&VC)§ 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). The contractor shall submit requests for DVBE substitutions electronically on the DVBE Substitution form with justification for the substitution to the Office of Business Services; icshelpdesk@cdcr.ca.gov (for institution-related contracts) or to scshelpdesk@cdcr.ca.gov (for all other requests). For assistance with access to the “DVBE Substitution” form and instructions, contact the Department of Corrections and Rehabilitation Office of Business Services SB/DVBE Advocate at sbdvbeadvocate@cdcr.ca.gov. Requests to replace a DVBE subcontractor must be amply documented to show that the replacement meets the criteria as specified in the California Code of Regulations (CCR), Title II, Section 1896.64(c) or the Public Contracting Code (PCC) 4107 (for public works). Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; (PCC) § 10115.10, or PCC § 4110 (for public works contracts).

50. Insurance Requirements

Insurance as required herein shall be a condition of the State’s obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a “true and certified” copy of the policy, or any other proof of coverage issued by Contractor’s insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or otherwise or under the control of the State. It does, however, serve to provide the State with proof that the Contractor and any subcontractors are insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor’s insurance provider must agree to give at least thirty (30) days prior notice to the State before said expiration date or notice of cancellation. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor’s evidence of coverage; evidence of coverage is subject to the approval of DGS. In the event the Contractor fails to maintain insurance coverage at all times as required, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

For all companies and/or businesses and individual providers, the Contractor hereby represents and warrants that the Contractor is currently and shall be, for the duration of this Agreement, at Contractor's expense insured against:

Commercial General Liability - Provider agrees to carry a minimum of \$1,000,000 per occurrence for bodily injury and property damage liability combined (not required if medical services are provided at the institution).

The certificate of insurance must include the following provisions:

- The insurer will not cancel the insured's coverage without 30 days prior written notice to the State. The California Department of Corrections and Rehabilitation must be named as the "Certificate Holder" and list the following:

State of California
California Department of Corrections and Rehabilitation
Office of Business Services
10000 Goethe Road, Suite C-1
Sacramento, CA 95827

- The State of California, its officers, agents, employees, and servants are hereby named as additional insured but only with respect to work performed for the State of California.

Auto Liability – Contractor agrees to carry a minimum of \$1,000,000 per claim for bodily injury and property damage liability combined.

The following provisions apply to services provided on departmental and/or institution grounds:

51. Blood-borne Pathogens

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood-borne pathogens.

52. Tuberculosis (TB) Testing

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community based program, prior to the performance of contracted duties, contractors and their employees who are assigned to work with inmates/parolees on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CDCR. Regular basis is defined as having contact with inmates/parolees in confined quarters more than once a week.

Contractors and their employees shall be required to furnish to CDCR, at no cost to CDCR, a form CDCR 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to assuming their contracted duties and annually thereafter, showing that the contractor and their employees have been examined and found free of TB in an infectious stage. The form CDCR 7336 will be provided by CDCR upon contractor's request.

53. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates and Division of Juvenile Justice Wards

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated, or wards who are housed within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates or wards. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates or wards.

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates or wards:

- a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates or wards. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415, and California Welfare and Institutions Code (WIC) Section 1712.

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, wards, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and 4603; WIC Section 1712.

- c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288, 4696, and 4697; WIC 1712.

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a) and 4696; WIC Section 1712.

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR adult institutions/facilities or camps, or youth institutions/facilities or camps in the nighttime, without the prior approval of the Warden or officer in charge. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7.

- f. Encouraging and/or assisting prison inmates to escape, is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; WIC Section 1152, CRR, Title 15, sections 4681 and 4710; WIC Section 1001.5.

- g. It is illegal to give or take letters from inmates or wards without the authorization of the Warden or officer in charge. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates or wards.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and 4045; WIC Section 1712.

- h. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383, 4002.5 and 4696.

- i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate or ward clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3174 (b) (1) and 4696.

- j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (a) (3) (X), and 3177 and 4700(a)(1).

54. Clothing Restrictions

While on institution grounds, contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. The contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the contractor and their employees are in compliance.

55. Tobacco-Free Environment

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

56. Prison Rape Elimination Policy

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim. CDCR shall maintain a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

As a contractor with CDCR, you and your staff are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

57. Security Regulations

- a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the contractor, contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
- b. Any State- and contractor-owned equipment used by the contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
- c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for contractor's loss due to fire.

- d. Due to security procedures, the contractor, contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the contractor.
- e. Contractor, contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/micro cameras are not permitted on institution grounds.
- g. Contractor, contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

58. Gate Clearance

Contractor and contractor's employee(s) and/or subcontractor(s) must be cleared prior to providing services. The contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.

California Department of Corrections and Rehabilitations (CDCR)
PUBLIC WORKS ADDITIONAL CERTIFICATION CLAUSES

By my signature hereunder, as Contractor, I certify to the following:

1. It is hereby mutually agreed that the Contractor shall forfeit to the State a penalty of \$50 for each calendar day, or portion thereof, for each worker paid by him/her or subcontractor under him/her, less than the prevailing wage rate so stipulated and, in addition, the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.
2. Note that California Labor Code Section 1771.5 allows exemptions from the general prevailing wage rate under specific conditions for departments with Labor Compliance Programs.
3. It is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the Contractor shall forfeit, as a penalty to the State, \$25 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor for more than eight hours in any calendar day or more than 40 hours in any calendar week, in violation of California Labor Code Sections 1810 through 1815, inclusive.
4. Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice shall be paid the standard wage rate paid to apprentices under the regulations of the craft or trade at which he/she is employed and shall be employed only at the work of the craft or trade to which he/she is registered. The Contractor and each subcontractor must comply with the requirements of California Labor Code Section 1777.5 and any related regulations regarding the employment of registered apprentices.
5. The prospective Contractor and subcontractors shall comply with California Labor Code Section 1776 regarding recordkeeping.
6. The undersigned Contractor hereby further certifies under penalty of perjury that representations made in the bid with regard to the Contractor's license number, class, and license expiration date are true. Any bid not containing this information or a bid containing information which is subsequently proven false shall be considered non responsive and shall be rejected. A requirement of the award of this contract shall be the presentation of a legible facsimile of the Contractor's pocket license which shall be valid for the type of work to be performed under this contract and shall be in force at the time of award and through the term of the contract.

Contractor's Name: _____
Contractor's Address: _____
Contractor's License Number and Class: _____
Contractor's License Expiration Date: _____
Signature: _____ Date: _____

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID FOR PUBLIC WORKS

STATE OF CALIFORNIA

COUNTY OF _____) ss

_____, being first duly sworn, deposes and
(NAME)

says that he or she is _____
(POSITION TITLE)

of _____,
(THE BIDDER)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

DATE: _____ BY: _____
(PERSON SIGNING FOR BIDDER)

Subscribed and sworn to before me on

(NOTARY PUBLIC)

(NOTARIAL SEAL)

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **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:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements 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. (Gov. Code §8350 et seq.)

3. 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. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. 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.

6. 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).

7. 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.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. 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 Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). 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.
- 2). 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 (Pub. Contract Code §10411):

- 1). 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.
- 2). 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 Agreement void. (Pub. Contract Code §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. (Pub. Contract Code §10430 (e))

2. 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 Agreement. (Labor Code Section 3700)

3. 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.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. 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.

5. 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.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with 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 agreement.

7. 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.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

SUBCONTRACTOR/CONSULTANT LIST

THIS FORM MUST BE COMPLETED AND RETURNED TO THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION, OFFICE OF BUSINESS SERVICES, P.O. BOX 942883, SACRAMENTO, CA 94283-0001.

	<input type="checkbox"/> I will NOT use any subcontractors or consultants in the performance of this Agreement.	Federal Employer ID # :
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The following information **MUST** be provided for **ALL** subcontractors or consultants used by the contractor to perform any labor or render any services under this Agreement. In addition, if known, please indicate whether the subcontractor/consultant is a Small or Micro business or Disabled Veteran Business Enterprise (DVBE) by placing an "X" in the appropriate column and include their Department of General Services (DGS) Reference Number. If a subcontractor(s)/consultant(s) will be used, but no selection has been made, identify the service and estimate the dollar amount of services. If additional space is needed, supplementary sheets in the format below may be attached to this list.

SUBCONTRACTOR OR CONSULTANT NAME, ADDRESS AND PHONE NUMBER	SERVICES TO BE PERFORMED	DOLLAR AMOUNT OF SERVICES	CHECK IF A				DGS REFERENCE NUMBER
			SMALL BUSINESS	MICRO BUSINESS	DVBE	N/A	
NAME: ----- STREET ADDRESS: ----- CITY, STATE, ZIP: ----- PHONE NUMBER: -----							
NAME: ----- STREET ADDRESS: ----- CITY, STATE, ZIP: ----- PHONE NUMBER: -----							
NAME: ----- STREET ADDRESS: ----- CITY, STATE, ZIP: ----- PHONE NUMBER: -----							
NAME: ----- STREET ADDRESS: ----- CITY, STATE, ZIP: ----- PHONE NUMBER: -----							
NAME: ----- STREET ADDRESS: ----- CITY, STATE, ZIP: ----- PHONE NUMBER: -----							

Non-Small Business Preference Request and Subcontractor Acknowledgement

Name of Bidding Firm / Prime Contractor	CDCR IFB or RFP Number:
Total Dollar Value of Subcontractor Use	CDCR Bid Number:

This document confirms and acknowledges that the firm named below agreed to be identified by a bidding firm as a proposed small business or microbusiness (SB/MB) subcontractor or supplier for a CDCR agreement.

Subcontractor acknowledgements:

- A. The subcontracting firm named herein has committed to perform or provide services/labor or supplies equal to a percentage of the total bid/cost proposal price submitted by the bidding firm named above.
- B. The subcontracting firm named herein acknowledges the total dollar value of claimed participation identified above.
- C. The subcontracting firm named herein agrees to provide the following subcontracted services/labor or supplies under the resulting contract if the bidding firm named above receives the contract award:

Provide a brief description in the box below of the commercially useful function(s) that the subcontractor/supplier identified herein will provide or supply. Attach additional page(s) if necessary.

The subcontracting firm named herein understands it is its sole responsibility to contact the bidding firm named above to learn if the Proposer was awarded the contract pursuant to the referenced bid number and to confirm its subcontract agreement. If the bidding firm named above receives an award based in part on non-small business subcontractor preference, the bidding firm/contractor is obligated to use each SB/MB subcontractor or supplier identified in its proposal unless a subcontractor substitution is requested after contract execution pursuant to Public Contract Code Section 4107 and Title 2 California Code of Regulations Section 1896.10.

The person signing below certifies the information supplied on this form is true and accurate to the best of their knowledge and agrees to allow the State to confirm this information, if deemed necessary.

Net Dollar Value of SB/MB Subcontractor Agreement:	Total SB/MB Percentage:	SB/MB Certification #:	SB/MB Certification Expiration Date:
Name of Proposed Subcontractor/Supplier:		Date Signed:	
Street Address:	City:	State:	Zip Code:
Telephone Number: ()	SB/MB E-mail Address (if applicable):	SB/MB Federal Employer ID (FEIN) #:	
Printed/Typed Name:	Title:	Signature of Subcontractor/Supplier Representative:	
For State Use Only Information Verified by:		Date:	

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER:

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

INSURED:

COMPANY LETTER **A**
 COMPANY LETTER **B**
 COMPANY LETTER **C**
 COMPANY LETTER **D**
 COMPANY LETTER **E**

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> _____				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV. INJURIES \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any One person) \$ MED. EXPENSE (Any One person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per Person) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/SPECIAL ITEMS Re: All operations

The State of California, its officers, agents, employees and servants are hereby named as additional insured but only with respect to work performed for the State of California.

CERTIFICATE HOLDER

ATTENTION: MICHELE HOFFMAN AGREEMENT NUMBER
 STATE OF CALIFORNIA
 DEPARTMENT OF CORRECTIONS AND REHABILITATION
 CONTRACTS MANAGEMENT BRANCH
 10000 GOETHE ROAD, SUITE C-1
 SACRAMENTO, CA 95827
 FAX (916) 255-6187

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
PROGRAM REQUIREMENTS – NOT FOR GOODS AND INFORMATION TECHNOLOGY**
(Revision Date 09/03/09)

Please read the requirements and instructions carefully before you begin.

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a “good faith effort” (GFE).**

The minimum DVBE participation percentage (goal) is 3% for this solicitation unless another percentage is specified in the solicitation. A DVBE incentive will be given to bidders who provide DVBE participation, unless stated elsewhere in the solicitation that the DVBE incentive has been waived.

INTRODUCTION. The bidder must complete the identified form to comply with this solicitation’s DVBE program requirements. Bids or proposals (hereafter called “bids”) that **fail to submit the required form and fully document and meet the DVBE program requirement shall be considered non-responsive.**

Information submitted by the intended awardee to comply with this solicitation’s DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called “DVBE”) who perform a commercially useful function relevant to this solicitation, may be used to satisfy the DVBE program requirements. The criteria and definition for performing a commercially useful function are contained herein on the page entitled **Resources & Information**. Bidders are to verify each DVBE subcontractor’s certification with OSDS to ensure DVBE eligibility.

PLEASE READ ALL INSTRUCTIONS CAREFULLY. These instructions contain information about the DVBE program requirements, bidder responsibilities, and the DVBE Bid Incentive. Bidders are responsible for thorough review and compliance with these instructions.

To meet the DVBE program requirements, bidders must complete and fully document compliance with the following:

Commitment to full DVBE participation - For a bidder who is a DVBE or who is able to meet the commitment to use identified certified DVBE(s) to fulfill the full DVBE participation goal.

COMMITMENT -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 (bidder is a California certified DVBE) or A2 (bidder is not a California certified DVBE). Bidders must document DVBE participation commitment by completing and submitting the Bidder Declaration (GSPD-05-105) located elsewhere within the solicitation document. Failure to complete and submit the required form as instructed shall render the bid non-responsive.

At the State's option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation may request information that includes but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

Method A1. Certified DVBE bidder:

- a. Commit to performing at least 3% of the contract bid amount (unless otherwise specified) with the prime bidder's firm or in combination with another DVBE(s).
- b. Document DVBE participation on the Bidder Declaration GSPD-05-105.
- c. At the State's option a DVBE bidder working in combination with other DVBEs shall submit proof of its commitment by submitting a written confirmation from the DVBE(s) identified as a subcontractor on the Bidder Declaration. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

Method A2. Non-DVBE bidder:

- a. Commit to using certified DVBE(s) for at least 3% (unless otherwise specified) of the bid amount.
- b. Document DVBE participation on the Bidder Declaration GSPD-05-105.
- c. At the State's option prior to contract award, a bidder shall submit proof of its commitment by submitting a written confirmation from each DVBE identified as a subcontractor on the Bidder Declaration GSPD-05-105. The awarding department contracting official named in the solicitation may contact each listed DVBE, by mail, fax or telephone, for verification of the bidder's submitted DVBE information. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:

Awarding Department

Contact the department's contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. You may also contact the department's SB/DVBE Advocate for assistance.

Other State and Federal Agencies, and Local Organizations

STATE: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at www.eprocure.dgs.ca.gov. To begin your search, click on "SB/DVBE Search." Search by "Keywords" or "United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: www.eprocure.dgs.ca.gov. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDCHelp@dgs.ca.gov.

FEDERAL: Search the U.S. Small Business Administration's (SBA) Central Contractor Registration (CCR) on-line database at www.ccr.gov/ to identify potential DVBEs and click on the "Dynamic Small Business Search" button. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the "help" button for detailed instructions. Remember to verify each firm's status as a California certified DVBE.

LOCAL: Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to www.pd.dgs.ca.gov/smbus and select: [DVBE Local Contacts](#) (New 02/09) (pdf).

DVBE BID INCENTIVE. Unless stated elsewhere in the solicitation that the DVBE incentive has been waived, in accordance with Section 999.5(a) of the Military and Veterans Code an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State. The incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price.

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%

As applicable: (1) Awards based on low price - the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

(2) Awards based on highest score - the solicitation shall include an individual requirement that identifies incentive points for DVBE participation.

A DVBE Business Utilization Plan (BUP) does not qualify a firm for a DVBE incentive. Bidders with a BUP, must submit a Bidders Declaration (GSPD-05-105) to confirm the DVBE participation for an element of work on this solicitation in order to claim a DVBE incentive(s).

RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to: <http://www.pd.dgs.ca.gov/smbus/advocate.htm>.

The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to www.pd.dgs.ca.gov/smbus and select:

- [DVBE Trade Paper Listing](#) (New 02/09) (pdf)
- [DVBE Focus Paper Listing](#) (New 02/09) (pdf)

U.S. Small Business Administration (SBA):
Use the Central Contractor Registration (CCR) on-line database.
Internet contact only –Database: www.ccr.gov/.

FOR:
Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification.)

Local Organizations: Go to www.pd.dgs.ca.gov/smbus and select: [DVBE Local Contacts](#) (New 02/09) (pdf)

FOR:
List of potential DVBE subcontractors

DGS-PD EProcurement
Website: www.eprocure.dgs.ca.gov
Phone: (916)375-2000
Email: eprocure@dgs.ca.gov

FOR:

- SB/DVBE Search
- CSCR Ads
- Click on Training tab to Access eProcurement Training Modules including: Small Business (SB)/DVBE Search

DGS-PD Office of Small Business and DVBE Services (OSDS)
707 Third Street, Room 1-400, West Sacramento, CA 95605
Website: www.pd.dgs.ca.gov/smbus
OSDS Receptionist, 8 am-5 pm: (916) 375-4940
PD Receptionist, 8 am-5 pm: (800) 559-5529
Fax: (916) 375-4950
Email: osdchelp@dgs.ca.gov

FOR:

- Directory of California-Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns
- General DVBE Program Info.
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE):** _____ **or None** ____ (If "None," go to Item #2)
- b. Will subcontractors be used for this contract? Yes** ____ **No** ____ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c. If you are a California certified DVBE:** (1) Are you a broker or agent? **Yes** ____ **No** ____
 (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ____ **No** ____ **N/A** ____

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled “None” and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either “Yes” or “No” to identify whether subcontractors will be used for the contract. If the response is “No”, proceed to Item #1.c. If “Yes”, enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime’s contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either “Yes” or “No”. The Military and Veterans Code Section 999.2 (b) defines “broker” or “agent” as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either “Yes” or “No” to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark “N/A” for “not applicable.”

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete “Page ____ of ____” on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the “Page ____ of ____” accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either “Yes” or “No” to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either “N/A” (not applicable), “Yes” or “No” for each subcontractor listed.

Enter “N/A” if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter “Yes” if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter “No” if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the “Page ____ of ____” accordingly.

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: DVBE Ref. Number:

Description (materials/supplies/services/equipment proposed):

Solicitation/Contract Number: SCPRS Ref. Number:

(FOR STATE USE ONLY)

SECTION 2

APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.

I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.

Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). (Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Owner/Manager) (Signature of DV Owner/ Manager) (Date Signed)

(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: (Print or Type Name)
(If more than one firm, list on extra sheets.)

Firm/Principal Phone: Address:

SECTION 3

APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.

The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2*, subsections (c) and (g). *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

(Printed Name) (Signature) (Date Signed)

(Address of Owner) (Telephone) (Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Manager) (Signature of DV Manager) (Date Signed)



DVBE Bid Incentive Request and Acknowledgement

Name of Prime Contractor:	CDCR IFB or RFP Number:
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Completion of this document confirms DVBE BID Incentive request and acknowledges that the firm named below agreed to be identified by a bidding firm as a proposed DVBE subcontractor or supplier for a CDCR agreement. Unless otherwise stated, the DVBE incentive shall be equal to a bidder's DVBE participation level. Unless otherwise stated, the DVBE Bid Incentive is subject to a minimum of 3 percent and a maximum of 5 percent during the bid evaluation process. Each named DVBE must have an application on file with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Certification Services (OSDS) by 5:00 p.m. on the day bids are due. If the DVBE is a subcontractor, then they must acknowledge their participation as claimed herein via the DVBE Subcontractor/Supplier Acknowledgement below:

Subcontractor/Supplier Acknowledgement

Subcontractor acknowledgements:

- A. The subcontracting firm named herein has committed to perform or provide services/labor or supplies equal to a percentage of the total bid/cost proposal price submitted by the bidding firm named above.
- B. The subcontracting firm named herein acknowledges the total dollar value of claimed participation identified above.
- C. The subcontracting firm named herein agrees to provide the following subcontracted services/labor or supplies under the resulting contract if the bidding firm named above receives the contract award:

Provide a brief description in the box below of the commercially useful function(s) that the subcontractor/supplier identified herein will provide or supply. Attach additional page(s) if necessary.

The subcontracting firm named herein understands it is its sole responsibility to contact the bidding firm named above to learn if the Proposer was awarded the contract pursuant to the referenced bid number and to confirm its subcontract agreement. If the bidding firm named above receives an award based in part on the DVBE incentive, the bidding firm/contractor is obligated to use each DVBE subcontractor or supplier identified in its proposal unless a subcontractor substitution is requested after contract execution pursuant to Public Contract Code Section 4107 and Title 2 California Code of Regulations Section 1896.10.

The person signing below certifies the information supplied on this form is true and accurate to the best of their knowledge and agrees to allow the State to confirm this information, if deemed necessary.

Total Dollar Value of DVBE Subcontractor Use:	Total DVBE Percentage:	DVBE Certification #:	DVBE Certification Expiration Date:
Name of Proposed DVBE Subcontractor/Supplier:		Date Signed:	
Street Address:	City:	State:	Zip Code:
Telephone Number: ()	DVBE E-mail Address (if applicable):	DVBE Federal Employer ID (FEIN) #:	
Printed/Typed Name:	Title:	Signature of Subcontractor/Supplier Representative:	
For State Use Only Information Verified by:		Date:	