



WILL LIGHTBOURNE  
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY  
**DEPARTMENT OF SOCIAL SERVICES**

744 P Street • Sacramento, CA 95814 • [www.cdss.ca.gov](http://www.cdss.ca.gov)



EDMUND G. BROWN JR.  
GOVERNOR

October 19, 2011

**SECURITY SYSTEM MAINTENANCE AND REPAIR  
WITH  
SECURITY SYSTEM MODIFICATIONS AND INSTALLATION PROJECTS  
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES  
744 P STREET, SACRAMENTO, CA 95814  
INVITATION FOR BID (IFB) 11-15  
Notice to Prospective Bidders**

The California Department of Social Services (CDSS) invites you to review and respond to this Invitation for Bid (IFB), entitled IFB 11-15, Security System Maintenance and Repair with Security System Modification and Installation Projects. In submitting your bid, you must comply with the instructions found herein.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <http://www.ols.dgs.ca.gov/standard+language>. If you do not have Internet access, a copy can be provided by contacting the person listed below.

If you have questions or need any clarifying information, the contact person for this IFB is:

Christina Marin, Contracts Analyst  
Contracts Bureau  
Telephone: (916) 657-3301  
Fax: (916) 657-2362  
[christina.marin@dss.ca.gov](mailto:christina.marin@dss.ca.gov)

**The date for bid submission is November 10, 2011, 2:30 p.m.** Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Sincerely,

SHELLEY GALVIN, Unit Manager  
Contracts Bureau

Enclosure

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## **A. Purpose and Description of Services**

1. Contractor shall furnish all labor, materials, tools and equipment, necessary to provide onsite routine maintenance and repair services for the integrated security systems installed at CDSS Central Offices complex located at 744 P. St., Sacramento, Ca 95814, in accordance with the attached **Exhibit 2, Sample Contract, Scope of Work.**
2. Contractor shall furnish all labor, materials, tools and equipment, necessary to provide additional modifications and components for the integrated security systems installed at CDSS Central Offices complex located at 744 P. St., Sacramento, Ca 95814, in accordance with the attached **Exhibit 2, Sample Contract, Scope of Work.**

## **B. Bidder Minimum Qualifications**

1. Bidder must provide proof that Contractor is a current, authorized Software House trained dealer/integrator to provide CCURE 800 system maintenance, installation and repair.
2. Bidder, at Bidder's own expense, shall be responsible for obtaining the necessary permits, franchises, licenses, and other authorizations required for lawfully affecting the work described herein.
3. Bidder must be able to provide 24-hour emergency services.
4. Bidder must be able to respond onsite within 2 hours for emergency service calls and within 4 hours for normal business hours service calls.
5. Bidder must possess a C-10 Electrical Contractor License.
6. Bidder must possess a C-28 Lock and Security Equipment Contractor License.
7. Bidder must have held the current C-10 and C-28 licenses continuously for the last three years.
8. Bidder must have at a minimum three years of experience performing services described in the Scope of Work as a licensed C-10 and C-28 Contractor.
9. Bidder must submit with the bid a list of **at least three (3) references** that includes current and or former clients for whom bidder provided services within the last three (3) years requiring a C-10 and C-28 Contractor License, with payment of those services by the clients. References will be contacted by CDSS to verify the information provided by the bidder and to confirm that the clients were satisfied with the services provided. **See Attachment 4, Bidder References.**
  - a. Bidder is responsible for submitting references for work that required a C-10 and C-28 Contractor License.
  - b. Bidder is responsible for notifying their references that CDSS will contact the references to confirm satisfactory performance of the work described in **Attachment 4, Bidder References.** CDSS will contact references during normal business hours, Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m.

- c. If references cannot be reached or are not receptive to inquiries, the bid may be deemed non-responsive and rejected.
- d. The references must confirm that the services were satisfactorily provided.

10. Corporations must be in good standing and qualified to conduct business in California.

### C. Bid Requirements and Information

#### 1. Key Action Dates

<u>Event</u>	<u>Date</u>	<u>Time</u>
IFB Available to Prospective Bidders	10/19/11	
Mandatory Walkthrough	11/01/11	9:30 a.m.
Final Date for Bid Submission	11/10/11	2:30 p.m.
Bid Opening	11/10/11	2:35 p.m.
Notice of Intent to Award	11/16/11	
Proposed Start Date of Agreement	January 1, 2012	

#### 2. Mandatory Pre-Bid Walkthrough

- a. A mandatory pre-bid walkthrough is scheduled for bidders to acquaint themselves with the existing conditions of the property to determine the required labor, equipment, and supplies necessary to perform the services detailed in this IFB. The mandatory pre-bid walkthrough of the premises is scheduled as follows:

Date/Time: **November 1, 2011 at 9:30 a.m.**  
Location: California Department of Social Services  
744 P Street  
Sacramento, CA 95814  
Conductors: George Ross

In the event a potential prime contractor is unable to attend the mandatory pre-bid walkthrough, an authorized representative may attend on their behalf. The representative may only sign-in for one (1) company. However, subcontractors may not represent a potential prime contractor at the mandatory pre-bid walkthrough.

For the pre-bid walkthrough, CDSS will provide a bidder who needs assistance due to a physical impairment with reasonable accommodations upon request. The bidder must call George Ross at (916) 651-8882 no later than the second working day prior to the scheduled date and time of the pre-bid walkthrough to arrange for a reasonable accommodation.

#### 3. Contract Term

The anticipated term of the resulting Agreement is January 1, 2012 through December 31, 2013. The date of contract approval by the State, however, shall be the governing factor as to the date of commencement. Should performance commence before the contract is approved, such services may be considered voluntary.

#### 4. Cost Proposal

Bidder must indicate detailed costs in the spaces provided on **Attachment 3, Cost Proposal**.

#### 5. Non-Collusion Affidavit

The "Non-Collusion Affidavit To Be Executed By Bidder And Submitted With Bid For Public Works", **Exhibit E, Attachment 3** must be completed and submitted with the bid.

#### 6. Subcontracts

**(Subcontractors are not permitted on the Maintenance and Repair portion of this IFB).**

**Subcontractors will be permitted on the four (4) projects noted in Exhibit A, Scope of Work.**

Any subcontractor(s) chosen by a bidder(s) to meet or fulfill the requirements of the four projects in this IFB must also meet or fulfill all of the requirements contained in this IFB and of the bid, as applicable. **Attachment 5, List of Subcontractors** must be completed and submitted with the bid, even if a bidder(s) does not choose a subcontractor(s) to meet or fulfill the requirements contained in this IFB.

a. The bidder shall set forth in **Attachment 5, List of Subcontractors**:

- (1) The name and business address of each subcontractor who will perform work or labor or render services in an amount in excess of one-half of 1 percent of the general contractor's total bid.
- (2) The portion of work to be done by each subcontractor.
- (3) If there are no subcontractors, please indicate "NONE" on Attachment 5. Do not list suppliers.

b. The bidder shall be responsible for all work performed under the contract. If any subcontractor fails to perform a portion of the work in a manner satisfactory to CDSS, such subcontractor will be removed immediately from this project upon written request of CDSS and shall not be re-employed in the work for this project.

c. The bidder must also submit a list of references, **Attachment 4**, on behalf of the subcontractor (s).

d. No substitution of any subcontractor listed in the bid shall occur without the advance written consent of CDSS for any substitution.

#### 7. Prevailing Wage Requirement

The Contractor shall pay the rate of wages for regular, overtime, and holiday work plus employer payments for benefits generally prevailing in the locality in which the work is performed, as determined by the Department of Industrial Relations, for all crafts, classifications or types of workmen used on State premises at the point of delivery by

the Contractor for the assembly and installation of material purchased under this contract. No bid amount under the prevailing wage will be accepted. Please see **Exhibit E, Attachment 4, Prevailing Wage Rates.**

**8. Submission of Bid**

- a. All bids must be submitted under **sealed** cover and received by CDSS by the date and time shown on page 4, Section C, Bid Requirements and Information, Item 1, Key Action Dates. The **sealed** cover must be plainly marked with the IFB number and title, your firm's name and address, and must be marked with "DO NOT OPEN, DUE, November 10, 2011, 2:30 p.m.", as shown in the following example:

Christina Marin  
California Department of Social Services  
Contracts Bureau  
744 P Street, M.S. 8-14-747  
Sacramento, CA 95814

**IFB 11-15  
SECURITY SYSTEM MAINTENANCE AND REPAIR WITH  
SECURITY SYSTEM MODIFICATIONS AND INSTALLATION PROJECTS  
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES  
744 P STREET, SACRAMENTO, CA 95814  
DO NOT OPEN  
DUE 11/10/2011 BY 2:30 P.M.**

Bids not submitted under sealed cover may be rejected.

- b. A postmark will not be accepted as meeting the delivery time if the bid is received by the Contracts Bureau after the bid submission deadline. It is the bidder's responsibility to ensure timely delivery of the bid. Any bid not meeting this requirement will be rejected.

Bidders who choose hand delivery should allow sufficient time to locate parking and for visitor security procedures. You will need to provide the security personnel with the name and telephone number of the person to whom the package is to be delivered. Security personnel will not accept delivery. Security will only notify the appropriate staff to accept delivery.

- c. Bid Opening: All bid packages properly received according to the IFB instructions on or before the bid due date will be publicly opened and read at 2:35 p.m. on November 1, 2011, at the following address:

California Department of Social Services  
744 P Street, [please call for room number]  
Sacramento, CA 95814

- d. All bids shall include documents identified in **Attachment 1, Required Attachment Check List.** Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.

- e. All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
- f. Mail or deliver bids to the following address:

Christina Marin  
California Department of Social Services  
Contracts Bureau  
744 P Street, MS 8-14-747  
Sacramento, CA 95814

- g. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
- h. A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. CDSS may reject any or all bids and may waive an immaterial deviation in a bid. The CDSS' 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.
- i. Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the State of California.
- j. An individual who is authorized to bind the bidder contractually shall sign **Attachment 2, Bid/Bidder Certification Sheet**. The signature should indicate the title or position that the individual holds in the firm. **An unsigned bid may be rejected.**
- k. A bidder may modify a bid after its submission by withdrawing its 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.
- l. A bidder may withdraw its bid by submitting a written withdrawal request to CDSS, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- m. CDSS may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- n. CDSS reserves the right to reject all bids. CDSS is not required to award an agreement.
- o. Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.
- p. 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. The State's General Terms and Conditions (GTC) are not negotiable.
- q. No oral understanding or agreement shall be binding on either party.

- r. Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.

## 9. Insurance Requirements

- a. Within 5 days of award of the contract or before work under the contract begins Contractor shall provide evidence of insurance as follows:
  - (1) Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

**The policy must include The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract.**

This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management. In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

- (2) Automobile Liability – Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

**The policy must be endorsed to include The State of California, its officers, agents, employees and servants as additional insured, but only with respect to work performed under the contract. The additional insured endorsement is to be provided with the certificate of insurance.**

- (3) Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required.

**When work is performed on State owned or controlled property the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State. The waiver of subrogation endorsement is to be provided with the certificate of insurance.**



- (4) Professional Liability – Contractor shall maintain professional liability covering any damages caused by a negligent error, act or omission with limits of not less than \$1,000,000 per occurrence and \$3,000,000 policy aggregate. The policy's retroactive date must be shown on the certificate of insurance and must be before the date this contract was executed or before the beginning of contract work.
- (5) Fidelity Bond/Crime Insurance – Contractor shall maintain Crime coverage including but not limited to Employee Dishonesty, Inside/Outside Money & Securities, Forgery and Alteration coverage's in the amount no less than the loss sustained for state-owned property and property in transit from "Holders" in the care, custody, and/or control of the contractor.
- b. Contractor shall submit the Certificate(s) of Insurance to the State at the address below:

California Department of Social Services  
Christina Marin  
Contract Bureau  
744 P Street, MS 8-14-747  
Sacramento, CA 95814

To expedite, fax certificate to the individual indicated above at (916) 657-2362, or email to [Christina.Marin@dss.ca.gov](mailto:Christina.Marin@dss.ca.gov).

#### **10. General Provisions Applying to All Insurance Policies:**

- a. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply to the original terms of the contract.
- b. Policy Cancellation / Termination & Notice of Non-Renewal – Contractor shall provide to the State within five business days a copy of any notice of Cancellation/Termination or Non-renewal received by contractor for any of the required insurance policies. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- c. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- d. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- e. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

- f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

## 11. Evaluation and Selection

- a. One contract may be awarded as a result of this IFB.
- b. At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- c. The CDSS will evaluate each bid to determine its responsiveness to the published requirements.
- d. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.
- e. Award if made, will be to the lowest responsive responsible bidder.

## 12. Award and Protest

- a. Whenever an agreement is awarded under a procedure which provides for competitive bidding, but the agreement is not to be awarded to the low bidder, the low bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five working days prior to the award of the agreement.
- b. Upon written request by any bidder, notice of the proposed award shall be posted in the lobby of the California Department of Social Services, 744 P Street, Sacramento, California, at least five working days prior to awarding the agreement.
- c. If any bidder, prior to the award of agreement, files a written protest with the Department of General Services, Office of Legal Services, 707 Third Street, 7<sup>th</sup> Floor, Suite 7-330, West Sacramento, CA 95605 and the CDSS on the grounds that the (protesting) bidder is the lowest responsive responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- d. Within five calendar days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the CDSS a detailed written statement specifying the grounds for the protest. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7<sup>th</sup> Floor, Suite 7-330, West Sacramento, California 95605. A copy of the detailed written statement should be mailed to the attention of the Chief, Contracts Bureau, at CDSS, 744 P Street, MS 8-14-747, Sacramento, CA 95814. It is suggested that you submit any protest by certified or registered mail.
- e. Upon resolution of the protest and award of the agreement, contractor must complete and submit to CDSS the Payee Data Record (STD 204), to determine if the contractor is subject to state income tax withholding pursuant to California Revenue

and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at [www.osp.dgs.ca.gov](http://www.osp.dgs.ca.gov) under the heading STANDARD FORMS. No payment shall be made unless a completed STD 204 has been returned to CDSS.

- f. Upon resolution of the protest and award of the agreement, contractor must sign and submit to CDSS, *page one* of the Contractor Certification Clauses (CCC) which can be found on the Internet at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts).
- g. Within 10 days of receipt of the contract for signature, successful bidder **MUST** provide:
  - (1) A payment bond equal to 100% of the total amount payable under the contract.
  - (2) Certificates of insurance. See **Exhibit E, Additional Provisions.**

### 13. Disposition of Bids

- a. Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California, 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.
- b. Bid packages may be returned only at the bidder's expense, unless such expense is waived by CDSS.

### 14. Agreement Execution and Performance

- a. Performance shall start not later than 5 days, or on the express date set by the CDSS and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the contractor fail to commence work at the agreed upon time, the CDSS, upon five days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.
- b. All performance under the agreement shall be completed on or before the termination date of the agreement.

### 15. Small Business Enterprise (SBE)

- a. Small Business Regulations: The Small Business regulations, located in the California Code of Regulations (Title 2, Division 2, Chapter 3, Subchapter 8, Section 1896 et seq.), concerning the application and calculation of the small business preference, small business certification, responsibilities of small business, department certification, and appeals are revised, effective 9/09/04. The new regulations can be viewed at ([www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus)). For those without Internet access, a copy of the regulations can be obtained by calling the Office of Small Business and DVBE Services at (916) 375-4940.
- b. Non-Small Business Subcontractor Preference: A 5% bid preference is now available to a non-small business claiming 25% California certified small business subcontractor participation.

- c. Small Business Nonprofit Veteran Service Agencies (SB/NVSA): SB/NVSA prime bidders meeting requirements specified in the Military and Veterans Code Section 999.50 et seq. and obtaining a California certification as a small business are eligible for the 5% small business preference.
- d. Attachment with Bid Required if Claiming the Small Business Preference: All bidders must complete and include the Bidder Declaration form GSPD-05-105, **Attachment 6**. If claiming the non-small business subcontractor preference, the form must list all of the California certified small businesses with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the net bid price. All certified small businesses must perform a “commercially useful function” in the performance of the contract as defined in Government Code Section 14837(d)(4).
- e. Small Business Certification: Bidders claiming the small business preference must be certified by California as a small business or must commit to subcontract at least 25% of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the bid due date, and the OSDS must be able to approve the application as submitted. Small business nonprofit veteran service agencies (SB/NVSA) claiming the small business preference must possess certification by California prior to the day and time bids are due. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

#### **16. Disabled Veteran Business Enterprise Participation Program Requirements**

- a. Subject to exceptions in the Government Code and pursuant to regulations, State law requires awarding agencies to have an annual participation goal of three percent for disabled veteran-owned business enterprises.

**CDSS elects to waive the DVBE Program Requirements in this solicitation, but opts to include the DVBE incentive.**

- b. For more information about the DVBE incentive, refer to **Exhibit 1**, California DVBE Bid Incentive Instructions (9/3/09).
- c. If for this agreement contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then contractor must within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) certify in a report to the awarding department: (1) the total amount the prime contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code (M&VC) §999.5(d)).
- d. 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 Military and Veterans

Code 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). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

- e. 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 the rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

## 17. Declaration Forms

All bidders must complete the Bidder Declaration GSPD-05-105, Attachment 6, and include it with the bid response. When completing the declaration, bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract.

Bidders who have been certified by California as a DVBE (or who are bidding rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) must also submit a completed form(s) STD. 843 (Disabled Veteran Business Enterprise Declaration), Attachment 6. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). Should the form not be included with the solicitation, contact the State contracting official or obtain a copy at the following website at: [www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPringFields.pdf](http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPringFields.pdf). The completed form should be included with the bid response.

At the CDSS' option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.

## 18. Darfur Contracting Act

All bidders must address the requirements of the Darfur Contracting Act of 2008 for the reason described in Public Contract Code section 10475. Refer to Attachment 7. Any scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for contract with a State agency for goods or services. A scrutinized company is defined in Public Contract Code section 10476. However, bids may be submitted by scrutinized companies if permission is obtained first from the Department of General Services according to the criteria set forth in Public Contract Code section 10477(b).

## 19. Loss Leader Provision

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

**COMPANY NAME:** \_\_\_\_\_

**REQUIRED ATTACHMENT CHECK LIST**

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to CDSS. For your bid to be responsive, all required attachments must be submitted. This checklist should be returned with your bid package also.

<b><u>Attachment/Exhibit</u></b>	<b><u>Attachment/Exhibit Name/Description</u></b>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Bid/Bidder Certification and Bid Sheet
_____ Attachment 3	Cost Proposal
_____ Attachment 4	Bidder References
_____ Attachment 5	List of Subcontractors <i>(If subcontracting for the four (4) projects; a list of references must be submitted on behalf of each subcontractor).</i>
_____ Attachment 6	Declaration Forms  _____ Std. 843, Disabled Veteran Business Enterprise (DVBE) Declarations  _____ GSPD-05-105, Bidder Declaration
_____ Attachment 7	Darfur Contracting Act
_____ Exhibit E, Attachment 3	Non-Collusion Affidavit

**Additional documentation that must be submitted:**

- \_\_\_\_\_ Copy of Class C-10 license
- \_\_\_\_\_ Copy of Class C-28 license
- \_\_\_\_\_ Copy of Certification or letter from Software House noting bidder is an authorized Software House Trained Dealer/Integrator to provide CCURE 800 system maintenance, installation and repair.

**BID/BIDDER CERTIFICATION SHEET**

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions.

- A. **Our all inclusive bid is submitted as detailed in Attachment 3, Cost Proposal.**
- B. **The supervisor or lead installer for this project will be \_\_\_\_\_.**
- C. All required attachments are included with this Bid/Bidder Certification Sheet.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.
- E. **Nondiscrimination Compliance Statement:** The prospective contractor's signature affixed hereon and dated shall constitute a certification, under penalty of perjury under the laws of the State of California, that the bidder has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 (a-f); and Title 2, CCR Section 8103.

**An Unsigned Bid/Bidder Certification Sheet May Be Cause for Rejection**

1. Company Name	2. Area Code + Phone Number	2a. Area Code + Fax Number
3. Address, City, State and Zip Code		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required Licenses/Certifications
12. Bidder's Name (Print)	13. Title	
14. <b>Signature</b>	15. Date	
16. Are you certified with the Department of General Services, Office of Small Business and DVBE Certification (OSDC) as:		
a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter reference number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter reference number: _____	
NOTE: Include a copy of your Certification if either of the above items is checked "Yes".		
Date application was submitted to OSDC, if an application is pending:		
17. Are you claiming preference as a California Certified Small Business? Yes___ No___	18. Are you a non-small business claiming at least 25% Small Business Subcontractor preference? Yes___ No___	

**Completion Instructions for Bid/Bidder Certification Sheet**

Complete the numbered items on the Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "Yes" box, and enter your reference number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your reference number on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSDC.
17	If certified as a Small Business Enterprise and are claiming preference, place a check in the "Yes" line. If you are not claiming preference, place a check in the "No" line.
18	If not certified as a Small Business Enterprise, but have subcontracted at least 25% of the net bid price with one or more California certified small businesses, and are claiming preference, place a check in the "Yes" line. If you are not claiming preference, place a check in the "No" line.



**COST PROPOSAL**

**I. MAINTENANCE & REPAIR SERVICES**

A. The undersigned Contractor hereby proposes to furnish all labor, materials, tools and equipment, and hold licenses necessary to provide on-site maintenance & repair services for the integrated security system installed at the California Department of Social Services Headquarters located at 744 P Street, Sacramento, CA 95814 for the term of the contract, in accordance with the specifications and provisions as specified in **Exhibit 1, Sample Contract, Scope of Work.**

Total Hourly Rate of: \_\_\_\_\_ Dollars. (\$\_\_\_\_\_)

(\$\_\_\_\_\_ Hourly Rate) X Estimated 400 hours a year = \$\_\_\_\_\_ **Estimated Yearly Cost.**

**II. MODIFICATION AND INSTALLATION FOR PROJECTS A-D**

The undersigned Contractor hereby proposes to furnish all labor, materials, tools and equipment, and hold licenses necessary to modify and install projects A through D as specified in **Exhibit 1, Sample Contract, Scope of Work.**

A. OB8-16 ELEVATOR LOBBY ACCESS CONTROLS

Provide the materials and labor required to install two (2) door packages (card readers, mag locks, door contact switches, RM-4E modules, Infrared Request-to-Exit devices) to secure the 16<sup>th</sup> floor elevator lobby in building OB8. (Access controls will be similar to existing secure floors already in service).

Total cost for **Project A:** \_\_\_\_\_ Dollars. (\$\_\_\_\_\_)

B. OB9 DOCK SECURITY DESK CARDREADERS

Provide all parts and labor required to install two (2) Software House card readers with RM-4E modules to control one existing loading Dock door in Building OB9, and add these reader's usage to existing CDSS Roll Call reporting.

Total cost for **Project B:** \_\_\_\_\_ Dollars. (\$\_\_\_\_\_)

C. LOBBY SOUTH ENTRANCE ACCESS CONTROLS

Provide all materials and labor required to add to the existing CCURE System access controls (card reader, electric panic hardware, RM-4E module, infrared Request-to-Exit device) for the South Lobby Exit door.

Total cost for **Project C:** \_\_\_\_\_ Dollars. (\$\_\_\_\_\_)

D. OB9 COURTYARD GATE CAMERA RELOCATION and UPGRADE

Provide all materials and labor required to replace and relocate existing OB9 West side exterior CAMERA (C23105) to the adjacent OB9 West building post.

Total cost for **Project D:** \_\_\_\_\_ Dollars. (\$\_\_\_\_\_)



**Bidder References**

***\* Bidder must provide at least three (3) references that includes current and or former clients for whom bidder provided services within the last three (3) year requiring a C-10 and C-28 Contractor License, with payment of those services by the clients.***

**All fields must be completed**

**REFERENCE 1**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

**REFERENCE 2**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

**REFERENCE 3**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			



**LIST OF SUBCONTRACTOR(S)**  
**(DO NOT LIST SUPPLIERS)**

Name of Company	Contractor's State License No.
Address	
Name of Contact Person and Title	Telephone Number
Type of Work to be Performed	Percent of Work

Name of Company	Contractor's State License No.
Address	
Name of Contact Person and Title	Telephone Number
Type of Work to be Performed	Percent of Work

Name of Company	Contractor's State License No.
Address	
Name of Contact Person and Title	Telephone Number
Type of Work to be Performed	Percent of Work

Name of Company	Contractor's State License No.
Address	
Name of Contact Person and Title	Telephone Number
Type of Work to be Performed	Percent of Work

***\*If bidder proposes the use of a subcontractor, the bidder must also, submit a list of references, Attachment 4, on behalf of the subcontractor (s).***

State of California—Department of General Services, Procurement Division  
 GSPD-05-105 (REV 08/09)

Solicitation Number \_\_\_\_\_

**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.**

State of California—Department of General Services, Procurement Division  
GSPD-05-105 (REV 08/09) Instructions

## 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](http://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.**

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

### 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: \_\_\_\_\_  
(If more than one firm, list on extra sheets.) (Print or Type Name)

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)

## DARFUR CONTRACTING ACT Certification Form

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

Therefore, to be eligible to submit a bid or proposal, please complete **only one of the following three paragraphs** (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

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

**OR**

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

**OR**

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

**CERTIFICATION For # 3.**

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

<i>Proposer/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 and State of</i>	

**NOTE:** SPS Applications will be disqualified unless your application includes this form with either paragraph # 1 or # 2 initialed or paragraph # 3 initialed and certified.



**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)  
BID INCENTIVE INSTRUCTIONS**

(09/03/09)

**Please read the 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).**

This solicitation does not include a minimum DVBE participation percentage or goal.

**DVBE BID INCENTIVE.** A DVBE incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply a DVBE Bid incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document) and confirmed by the State. The DVBE 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.

<b>Confirmed DVBE Participation of:</b>	<b>DVBE Incentive:</b>
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

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.

**INTRODUCTION.** Bidders must document DVBE participation commitment by completing and submitting a Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document). Bids or proposals (hereafter called “bids”) that **fail to submit the required form to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive.**

Information submitted by the intended awardee to claim the DVBE incentive(s) 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 qualify for a DVBE incentive(s). 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.

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.

**THE DVBE BUSINESS UTILIZATION PLAN (BUP):** DVBE BUPs are a company’s commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts held in California, not just those with the State. A DVBE 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).

**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](http://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](http://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](mailto: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/](http://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](http://www.pd.dgs.ca.gov/smbus) and select: DVBE Local Contacts (New 02/09) (pdf).

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## 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](http://www.pd.dgs.ca.gov/smbus) and select:

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

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

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

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

**FOR:**  
List of potential DVBE subcontractors

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**DGS-PD EProcurement**  
Website: [www.eprocure.dgs.ca.gov](http://www.eprocure.dgs.ca.gov)  
Phone: (916)375-2000  
Email: [eprocure@dgs.ca.gov](mailto: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

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**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](http://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](mailto: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

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### 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.

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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 Social Services

CONTRACTOR'S NAME  
**TBD**

2. The term of this Agreement is: January 1, 2012 or date of final approval by the Department of General Services, whichever is later, through December 31, 2013

3. The maximum amount of this Agreement is: \$TBA

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	14 page
Attachment 1- Scope of Work	1 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit C* – General Terms and Conditions	GTC - 610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	3 pages
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	5 pages
Attachment 1 – Standard California Nondiscrimination Construction Contract Specifications	2 pages
Attachment 2 – CDSS Information Security Pre-Cautions/Requirements	2 pages
Attachment 3 – Non-Collusion Affidavit	1 pages
Attachment 4 – Prevailing Wage Rates	4 page

*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.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)*

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

<b>CONTRACTOR</b>		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		
California Department of Social Services		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Deborah Pearce, Chief, Contracts Bureau		<input type="checkbox"/> Exempt per:
ADDRESS		
744 P Street, M.S. 8-14-747, Sacramento, CA 95814		

**EXHIBIT A**  
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**SCOPE OF WORK**

**A. BACKGROUND**

The California Department of Social Services (CDSS) uses five different types of security systems:

1. *Software House* CCURE 800 Security Management System - Access Control and Alarm Monitoring System, version 9.3.0.
2. *Pelco* Closed circuit television (CCTV).
3. *Integral Technologies* Digital Video Recording (DVR) Systems.
4. *Stopware Corporation* PassagePoint Visitor Management system.
5. *Gunnebo* Entrance Control SpeedStile EF turnstiles.

These security systems are mission critical to the CDSS organization because they provide physical security for CDSS Headquarters' employees, public records and information, and state property. These security systems are in operation twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.

**B. DESCRIPTION OF SERVICES**

1. Contractor agrees to provide the CDSS with all labor, materials, and equipment necessary to perform maintenance, repair and any other services as deemed necessary to keep CDSS's CCURE 800 Security Management System, Pelco CCTV System, Integral Technologies Digital Video Recording Systems, PassagePoint Visitor Management System, and Gunnebo Entrance Control SpeedStile EF turnstiles, all operating at their optimum performance.
2. The services shall be performed at: California Department of Social Services Headquarters, 744 P Street, Sacramento, California 95814.
3. Normal service calls shall be performed during normal working hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding State holidays, except as otherwise noted herein. Calls for service after 2400 hours (midnight) will be responded to during the standard time (0800 – 1700) of that same day unless the CDSS authorizes emergency service.
4. The Contractor shall respond by telephone to the CDSS representative within two (2) hours after receiving a verbal request for service or warranty repair from the CDSS. Contractor shall report to the CDSS site within four (4) hours after receiving a verbal request for service or warranty repair from CDSS unless otherwise directed by the CDSS.

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5. The Contractor shall perform requested services based on an hourly rate. Service call time will begin to accrue when the Contractor technician arrives on-site and has received specific repair instructions from the CDSS representative. Service call time will terminate upon completion of the requested work.
6. Contractor will be expected to provide any or all (not limited to) of the following products noted below and in **Exhibit A, Attachment 1, CDSS Security System Product Listing** during the term of this Agreement:
  - a. Any door hardware associated with the Security System.
  - b. Card Readers.
  - c. Electrified Strikes.
  - d. Electric Door Locks.
  - e. Maglocks.
  - f. Power Supply's.
  - g. Transceivers.
  - h. Transformers.
  - i. Power Transfer hinges.
  - j. Request to Exit Devices.
  - k. Proximity Access Cards.
  - l. ISTAR Panel (s).
  - m. RM-4E panels.
  - n. Maintenance/Repair of 3 DVR'S.
  - o. Maintenance/Repair of CCTV Video Camera's.
  - p. Maintenance/Repair of 6 Gunnebo Entrance Control SpeedStile EF Turnstiles.
  - q. Installation of future DVR'S either additional or replacement ones.
  - r. Installation of future CCTV Camera's either additional or replacement ones.
  - s. iSTAR backup batteries.
  - t. RM-4E backup batteries.
7. Upon completion of the service call, the Contractor technician will provide the CDSS with a written receipt, which shall include but is not limited to, the company name, name of the technician, date and time of arrival, time of departure, total number of hours worked, a list of replacement parts and/or equipment, and a summary of the work that was performed during the service call.
8. The Contractor shall respond to the requested location within two (2) hours when an emergency repair service call is placed. Emergency repair service is defined as services when the problem occurring has created a situation that renders the security system(s) out of service, or creates a security breach for the facility that cannot be mitigated without immediate Contractor assistance.
9. Contractor must provide a certified technician(s) for all service calls, installations and repairs for the CDSS security systems. Contractor shall ensure all

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technicians servicing the CCURE 800 Security Management System are certified trained technicians authorized by Software House.

10. Contractor must be authorized by *Software House* to provide system software maintenance in order to maintain existing software. Under this agreement, the Contractor agrees to provide and apply necessary software maintenance updates for the CDSS' CCURE 800 Security Management System, including but not limited to:
  - a. CCURE 800 software updates and patches.
  - b. Firmware updates for iStars and controllers
  - c. *Software House* annual "Software Support Agreement".
11. Contractor shall, on a periodic basis, but not less than twice a year:
  - a. Evaluate the condition of the CCURE 800 software and all panel firmware.
  - b. Apply any available updates and upgrades that are applicable to the software and firmware not previously applied.
12. Contractor shall provide CDSS with contact telephone and/or pager number(s) that may be used by the CDSS to request repair services during normal work hours, weekends, and after-hours emergencies.
13. All parts replaced by contractor must be returned to CDSS.
14. Equipment, materials, and workmanship provided under this contract shall be guaranteed for a period of twelve (12) months from the date of final acceptance of services. Any defects caused by faulty materials, methods of installation, or poor workmanship within this period shall be repaired or replaced by the Contractor within 24 hours of notification by the CDSS, including weekends and holidays, at no expense to the CDSS.
15. It shall be understood that replacement parts or equipment, which require shipping/mailling to the Contractor, shall be shipped/mailed in the most expedient manner possible (i.e., overnight express mail) for next-day delivery and replacement at the Contractor's expense.
16. No material substitutions shall be made which deviate from the original installation without prior written approval by the CDSS.
17. Elements of the work under this contract include, but are not limited to, materials, labor, supervision, supplies, equipment, transportation, storage, utilities, testing, and all required permits, licenses and certifications.
18. All work performed and materials used shall conform to all applicable federal, state, and local; codes, standards, and publications.

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19. All installation workmanship shall be accomplished in a neat and professional manner, meeting or exceeding industry standards. This shall include, but not be limited to: furnishing proper grounding of data lines and devices, providing plumb and level installation of all devices and equipment, providing neat wire and cable routing, identification of cables and/or conductors by point numbers, providing secure wire terminations, splices, and ease of access for maintenance and testing.

**C. ADDITIONAL SERVICES**

For services not covered under this contract, Contractor will be asked to make an on-site inspection and provide a written estimate of costs to the CDSS. Upon review of such cost estimate (labor and materials), the CDSS may, at its discretion, authorize the work or product(s). Services will be performed during regular business hours (8:00am until 5:00pm, Monday through Friday, excluding holidays).

**D. MODIFICATION AND INSTALLATION PROJECTS**

CDSS is requesting the additional services to be added to the existing Security System for both Office Building 8 (OB8) and Office Building 9 (OB9) located at 744 P Street, Sacramento, CA 95814.

1. These additional modifications and services must be completed within one month of contract approval date or upon the discretion of CDSS Project Coordinator.
2. Existing security measures for occupied spaces shall remain operational at all times. Should any such security measure or system be taken out of service or system downtime be required that is not specifically identified on the construction schedule, Contractor shall notify the CDSS seven (7) days in advance of the disruption in security for CDSS approval.

**E. PROJECT DESCRIPTIONS**

1. Project A: OB8-16<sup>th</sup> Floor, Elevator Lobby Access Controls. Contractor will provide the materials and labor required to install two (2) door packages (card readers, mag locks, door contact switches, RM-4E modules, Infrared Request-to-Exit devices) to secure the 16<sup>th</sup> floor elevator lobby in building OB8, according to the following specifications ( Access controls will be similar to existing secure floors already in service):
  - a. Install, connect and activate Mullion card reader assemblies (Sensormatic Part # RME-SWH-4000) on the East and West Elevator Lobby Entry Doors in building OB8, 16<sup>th</sup> floor. RM-4E Card Reader assemblies will be with enhanced RM-4 boards with integral relays and tamper switches, and will be installed in secure 11" X 11" metal cabinets (or better) in the plenum space above the drop ceiling tiles in the secure area near each door location. RM-4E cabinets will be equipped with key locks and tamper



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switches.

- b. Install, connect and activate MAGLOCKS (*Locknetics 350+ 12/24V/1200LB 628* or equivalent) on the East and West Elevator Lobby Doors in building OB8, 16<sup>th</sup> floor.
  - c. Install, connect and activate PIR Request-to-Exit devices (*Bosch Security Systems* part number DS-DS150i) above the the East and West Elevator Lobby Doors (secure side) in building OB8, 16<sup>th</sup> floor.
  - d. Install, connect and activate 1" recessed steel door contact switches (*GE Sentrol #1078BR*) on the East and West Elevator Lobby doors and door frames in building OB8, 16<sup>th</sup> floor.
  - e. RM-4E's will be connected to iSTAR #4 located in the electrical closet on the 17<sup>th</sup> floor of OB8
  - f. RM-4E's will include battery backup features and contractor will provide new service batteries to activate. All D.C.power sources shall be provided with a battery backup of at least (4) hours of uninterrupted operation.
  - g. All home run cabling from RM-4E's to iSTARS will be enclosed in ¾ conduit. All other device wiring will also be enclosed in conduit.
  - h. All data cabling will be 22 AWG stranded copper wire, shielded and plenum rated or better.
  - i. All power cabling will be 18 AWG copper wire, plenum rated (or better).
  - j. All penetrations through walls will be sealed with fire rated caulking.
  - k. Provide CCURE programming as necessary to activate door controls and card readers, tamper switches, and monitoring for communication and power failures.
2. Project B: OB9 Dock Security Desk Cardreaders. Contrator will provide all parts and labor required to install two (2) Software House card readers with RM-4E modules to control one existing loading Dock door in building OB9, and add these reader's usage to existing CDSS Roll Call reporting, according to the following specifications:
- a. Install ENTRY and EXIT mullion card readers (*Sensormatic Part # RME-SWH-4000*) on the OB9 DOCK Security Desk at customer provided locations.
  - b. RM-4E Card Reader Assemblies will be enhanced RM-4 boards with integral relays and tamper switches, and will be installed in secure 11" X 11"

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metal cabinets (or better) in the plenum space above the drop ceiling tiles in the OB9 Dock area. RM-4E cabinets will be equipped with key locks and tamper switches.

- c. RM-4E's will be connected to iSTAR #7 located in the electrical closet on the 15<sup>th</sup> floor of OB9
  - d. RM-4E's will include battery backup features and contractor will provide new service batteries to activate. All D.C.power sources shall be provided with a battery backup of at least (4) hours of uninterrupted operation.
  - e. All home run cabling from RM4-E's to iSTARS will be enclosed in  $\frac{3}{4}$  conduit. All other device wiring will be enclosed in conduit.
  - f. All data cabling will be 22 AWG stranded copper wire, shielded and plenum rated or better.
  - g. All power cabling will be 18 AWG copper wire, plenum rated (or better).
  - h. All penetrations through walls will be sealed with fire rated caulking.
  - i. Provide CCURE programming as necessary to activate readers, tamper switches, and monitoring for communication and power failures.
  - j. Deactivate existing REX devices that automatically open the OB9 Dock door on exit. The new exit card readers will be programmed to open the door for exiting.
  - k. Provide programming necessary to cluster iSTAR # 1, 5, 6 and 7. Add the new OB9 Dock entry and exit readers to existing AREA programming to allow for the additional card reads to affect existing ROLL CALL reporting. Also add existing exterior OB9 Entry Card reader to Area programming.
3. Project C: Lobby South Entrance Access Controls. Contractor will provide all materials and labor required to add to the existing CCURE System access controls (card reader, electric panic hardware, RM-4E module, infrared Request-to-Exit device) for the South Lobby Exit door, according to the following specifications:
- a. Install, connect and activate an exterior mullion entry card reader (Sensormatic Part # RME-SWH-4000) on the South Lobby Door in Main Lobby building . RM-4E Card Reader Assembly will be with enhanced RM-4 boards with integral relays and tamper switch, and will be installed in a secure 11" X 11" metal cabinet (or better) in the plenum space in the adjacent First Aid Room (0102) or other approved and agreed upon location. RM-4E cabinet will be equipped with a key lock and tamper switch.

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- b. Retrofit existing door panic hardware to electric panic hardware lockset. (Von Duprin conversion kit 50070, Power Supply PS873-2)
  - c. Install, connect and activate PIR Request-to-Exit device (*Bosch Security Systems DS-DS150i*) above the South Lobby Doors (interior).
  - d. RM-4E will be connected to iSTAR #2 located in the electrical closet in the OB8 Dock Lobby.
  - e. RM-4E will include battery backup feature and contractor will provide new service battery to activate. All D.C. power sources shall be provided with a battery backup of at least (4) hours of uninterrupted operation.
  - f. All home run cabling from RM-4E to iSTAR will be enclosed in  $\frac{3}{4}$  conduit. All other device wiring will also be enclosed in conduit.
  - g. All data cabling will be 22 AWG stranded copper wire, shielded and plenum rated or better.
  - h. All power cabling will be 18 AWG copper wire, plenum rated (or better).
  - i. All penetrations in walls will be sealed with fire rated caulking.
  - j. Provide CCURE programming as necessary to activate door controls and card reader, tamper switch, and monitoring for communication and power failure.
4. Project D: OB9 Courtyard Gate Camera Relocation and Upgrade. Contractor will provide all materials and labor required to replace and relocate existing OB9 West side exterior CAMERA (C23105) to the adjacent OB9 West building post according to the following specifications:
- a. From the existing camera mounting point, add  $\frac{3}{4}$  conduit to extend the video cabling to the adjacent building post. The new camera location will be placed on the Southwest edge of the building post, 10 feet up from the ground level.
  - b. Contractor will provide, mount and connect to existing CCTV system a replacement camera at the new location. The new camera will be a *Pelco Spectra IV Outdoor PTZ Dome Camera, Lt. Gray, 18x, day/night, Pendant corner mounted, clear dome (Pelco part# SD418-PG-E1)*.
  - c. Supply required electrical connection to new camera from an available nearby power source.
  - d. Supply required COAX cabling extension to the new location.

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- e. All cableing will be enclosed in  $\frac{3}{4}$  conduit.
- f. Utilize existing COAX cable from original camera location to existing *Pelco* CM6800 Matrix Switcher/Controller and to DVR #3 in Lobby Security Office.
- g. Program CCTV camera callup for existing DOOR FORCED events for 3 doors in CCURE 800 system.

- (1) OB9-01 W.EMERGENCY EXIT DOOR (90100A).
- (2) OB9-01 N.STAIR#1 W.EMERGENCY EXIT DOOR (90114A).
- (3) OB9-01 COURTYARD GATE (90135).

**F. WARRANTY**

Projects A through D, Warranty Requirements are as follows:

1. Contractor shall warrant that they are the purchaser and provider of the equipment and that the equipment will be free and clear of any lien or encumbrance on the final acceptance date. Contractor shall further warrant for a period of one (1) year from completion of the Work that the security system will, under normal use and service, be free from defects and faulty workmanship except as set forth below:
  - a. Contractor's obligation under this warranty is to repair or replace defective equipment, parts, and associated labor thereto at its expense. Contractor shall warrant that replacement or repaired equipment furnished hereunder and labor shall be in accordance with current industry standards and manufactures specifications. Should a specific product model become obsolete; the Contractor will provide the newest replacement model at no additional cost to the CDSS.
  - b. The foregoing warranty does not extend to the equipment or any part thereof which has been subjected by the CDSS to unauthorized modification, movement, misuse, neglect, or accident; faulty installation, maintenance, or repairs performed by the CDSS or third party; or used in violation of instructions furnished by Contractor; removal, defacement, or alteration of the date of manufacture or manufacturer's serial number; increased or addition warranty service requirements for the equipment resulting from CDSS' connection of devices, which are incompatible with the equipment; or to any other external cause not attributable to defects in material or workmanship on the part of Contractor. The CDSS is granted a nontransferable fully paid license to use all software furnished by the Contractor as part of furnishing the security system equipment provisions under terms established by the software manufacturer. The CDSS will be provided with original software licenses. Contractor shall warrant that it has the right to grant such licenses.

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- c. A copy of Contractor's standard warranty agreement must be provided.

**G. MAINTENANCE REQUIREMENTS DURING WARRANTY PERIOD**

The following requirements shall apply to the Contractor responsible for performing security system related maintenance services of all items covered under warranty.

Major System Failures

1. Contractor's maintenance personnel shall respond to all system failures within sixty (60) minutes by telephone and four (4) hours on site from the time the CDSS first attempts to notify the designated Contractor representative that remedial maintenance for the failures is required. All failures shall be corrected within eight (8) hours of the arrival on site of Contractor's maintenance personnel.
2. For the purpose of this contract, major failures are defined include but are not limited to the following:
  - a. Failure of any security hardware.
  - b. Complete or partial failure of a SCP, resulting in the loss of monitoring or reporting capability.
  - c. Failure to change or update cardholder clearances.
  - d. Loss of workstation.

Minor System Failures

1. All other failures shall be considered minor failures. Contractor's maintenance personnel shall respond on-site to all minor system failures within eight (8) hours from the time the CDSS notifies or attempts to notify the designated Contractor representative that remedial maintenance for minor failures is required. Minor failures shall be corrected within twenty-four (24) hours of the arrival on site, of the Contractor's maintenance personnel.
2. The CDSS agrees to call a Contractor-provided telephone number to effect Contractor notification of maintenance problems. The CDSS shall make reasonable repeat attempts to make notification. However, the CDSS to notify Contractor shall measure response time requirements from the time of the first attempt.
3. Contractor shall prepare written reports for all service and maintenance related repairs or actions for CDSS approval.

**H. EXAMINATION**

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1. Contractor shall inspect the project site and survey the conditions to be encountered during performance of the work. This shall be accomplished prior to starting the work. Failure of Contractor to become familiar with the site conditions shall not relieve the Contractor of responsibility for full completion of the work in accordance with the contract provisions.
2. Contractor shall verify that all conduit, wires, cables, security system hardware and software provisions are installed and ready for connection and integration with the rest of the system.
3. Contractor shall examine area to be protected and verify that environmental characteristics will not affect effective communication and interfacing. Report observed problems in writing.
4. Contractor shall determine that power supplies, conduit, wires, cables, connections, and equipment are ready for installation and interfacing before attempting installation.
5. Contractor shall check all power and communications cabling for continuity before making connections.
6. Visually inspect each piece of equipment, determine defects, and correct.
7. Make arrangements through CDSS and inspect locations where installation work will be performed. Verify that conditions found are in accordance with drawings and are acceptable for Contractor's installation work. Report any discrepancies in writing to CDSS stating suggested means of correction. As may be required, inspect existing inside and outside cable plant to determine system runs and interface conditions. Coordinate with CDSS to establish interfaces.

**I. INSTALLATION**

1. Compliance:
  - a. Install the equipment in accordance with the contract documents, all applicable codes and standards and the Manufacturer's written instructions. The installed system shall meet all applicable equipment and performance requirements.
2. Standardization:
  - a. Standardize the installation practices and material to provide uniform materials and procedures to the maximum extent possible.
3. Locations:

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- a. Locate pull boxes, wire-ways or other items requiring inspection, removal, or replacement conveniently and accessibly with reference to the finished facilities.
4. Electrical Service:
    - a. Installation of electrical service to equipment shall conform to current specific codes and standards, and other applicable requirements.
5. Electrical Equipment Inspection:
    - a. Provide electrical equipment inspection in accordance with standards of the National Electrical Manufacturers Association (NEMA).
6. Installation Requirements:
    - a. Contractor shall install all system components, including furnished equipment, and appurtenances in accordance with the manufacturer's instructions, and as shown, and shall furnish all necessary interconnections, services, and adjustments required for a complete and operable system as specified and shown. Control signal, communications, and data transmission line grounding shall be installed as necessary to preclude ground loops, noise, and surges from adversely affecting system operation.
    - b. Contractor shall install the Security System in accordance with the standards for safety and the appropriate installation manual for each equipment type. Components within the system shall be configured with appropriate service points to pinpoint system trouble in less than 20 minutes.
    - c. Unless otherwise shown, all wiring, including low voltage wiring outside the control console, cabinets, boxes, and similar enclosures, shall be installed in electric metallic tubing (EMT) minimum size shall be 3/4 inch. Grounding shall be installed as necessary to preclude ground loops, noise, and surges from adversely affecting system operation.
    - d. Wire splices will not be permitted.
    - e. All equipment connected to alternating current circuits shall be protected from power line surges. Equipment protection shall meet the requirements of ANSI C62.41. Fuses shall not be used for surge protection.
    - f. All inputs shall be protected against surges induced on device wiring. Outputs shall be protected against surges induced on control and device wiring installed outdoors and as shown. All communications equipment shall be protected against surges induced on any communications circuit. All cables and conductors that serve as communications circuits from

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security console to field equipment, and between field equipment, shall have surge protection circuits installed at each end. Protection shall be furnished at equipment, and additional triple electrode gas surge protectors rated for the application on each wire-line circuit shall be installed within 3 feet of the building cable entrance. Fuses shall not be used for surge protection. The inputs and outputs shall be tested in both normal mode and common mode using the following two wave-forms:

- (1) A 10-microsecond rise time by 1000 microsecond pulse width waveform with a peak voltage of 1500 volts and a peak current of 60 amperes.
- (2) An 8-microsecond rise time by 20-microsecond pulse width waveform with a peak voltage of 1000 volts and a peak current of 500 amperes.

- g. Calibrate all equipment.
- h. Inspect each component, determine obvious defects, and correct.
- i. Perform tests as recommended by manufacturer or as required to ensure the Security System provisions are operating properly and meet specified requirements.
- j. Correct all deficiencies detected and retest affected components.
- k. Record test data, tabulate, and write narrative describing tests, results, deficiencies found, corrective measures, and results of re-testing. Certify that the security system provisions have been tested and are ready for performance verification testing.

**7. Marking**

**a. Wire and Cable**

- (1) The terminations of each wire and cable shall be clearly identified with a pre-marked, self adhesive, wraparound vinyl cloth type tag manufactured by Brady, E-Z Code, or Panduit.

**b. Equipment Name Plates. The following requirements shall apply:**

- (1) General: Attach a permanent, corrosion-resistant reverse engraved nameplate to each equipment component showing the manufacturer's name, address, serial number and equipment rating. Each nameplate shall be clearly visible on the exterior of equipment. Components located within equipment enclosures shall also be provided with nameplates.



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(2) Location and Fastening: Provide nameplates to identify all equipment components. Provide each panel assembly with a nameplate on the interior of equipment enclosures, indicating number of equipment and unit of assembly. Fasten nameplates securely with slotted stainless steel screws. The use of adhesives for fastening nameplates will not be permitted.

c. Control and Display Labels:

(1) Use: Each control, display and any other item of equipment, which must be located, identified, read or manipulated, shall be appropriately and clearly labeled to permit rapid and accurate identification of its operating state of position.

(2) Orientation: Orient labels and information thereon horizontally so that they may be read quickly and easily. Vertical orientation shall be used only where space is limited.

(3) Locations: Locate labels so that there is no confusion as to which item they identify. Labels shall not obscure any other information required by the operator. Controls shall not obscure labels. The location of labels shall be consistent.

**J. FIELD QUALITY CONTROL**

Contractor shall be required to conduct an Installation Test and total Acceptance Test upon completion of equipment installation.

1. Installation and Acceptance Test Procedures And Reports

a. Installation and acceptance tests shall be conducted in the normal operational environment to the maximum extent possible. The tests shall represent operation in the normal mode in which each system will operate. If interfaces are incomplete, provide simulation of those interfaces so that the system may be tested as a complete and stand-alone entity. Perform all equipment repair and/or adjustment, which may be required during acceptance testing.

b. Final Acceptance Test. The following shall apply:

(1) The final acceptance test shall consist of the equipment being operated as a complete stand-alone entity. The equipment shall be operated in the mode that would normally prevail.

(2) The final acceptance test shall verify to the CDSS that all security equipment operates as a functionally integrated system. This

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applies to access control, alarms, communications, trouble conditions, and CCTV subsystems.

- (3) The final acceptance test shall include a commissioning statement from the systems manufacturer certifying the installation. All systems shall be furnished and installed by security contractors certified by the manufacturer to furnish and install their systems.

**K. OPERATIONS AND MAINTENANCE DOCUMENTATION**

Contractor shall provide the CDSS with applicable Operations and Maintenance (O&M) manual(s), which describe the equipment installed under this contract. The O&M manual(s) shall, as a minimum, consist of an operations section, a maintenance section, and a drawings section when necessary.

**L. TRAVEL**

Contractor's costs related to items such as travel and per diem are costs of the Contractor and will not be paid as part of this contract.

**M. PROJECT REPRESENTATIVES**

The project representatives during the term of this agreement will be:

California Department of Social Services

Contractor

NAME  
ADDRESS  
CITY, STATE, ZIP  
TELEPHONE NUMBER  
CELL/PAGER NUMBER  
EMAIL

NAME  
ADDRESS  
CITY, STATE, ZIP  
TELEPHONE NUMBER  
CELL/PAGER NUMBER  
EMAIL

Either party may change their designated project representatives by providing written notice of the change within ten (10) days of the requested date of change to the other party.

**CDSS SECURITY SYSTEM PRODUCT LISTING**

<b>MANUFACTURER</b>	<b>MODEL #</b>	<b>DESCRIPTION of PRODUCT</b>	<b>QTY. (approximate)</b>
Software House	CC800-20S	CCURE 800 Model 20 Software	1
Software House		CCURE 800 Model 20 Enhanced Reporting	1
Software House		CCURE 800 Netview interface to Intrgal	1
Software House		CCURE 800 Threat Level Licensing	1
Software House		CCURE 800 Badging Licenses	2
Software House	STAR0016W-64A	64MB General Controller iSTAR Module II with two Access Control Module II for up to 16 readers	8
Software House	AS0074-000	Eight Output Reader Bus Module	14
Software House	AS0073-000	Eight Input Reader Bus Module	48
Software House	RME-SWH-4100	SWH Multi-Technology Flex Reader w/ RM-4E Board	56
Software House	RME-SWH-4000	SWH Mullion Multi-Tech Flex Reader w/ RM-4Eboard	34
Gunnebo	SPEEDSTILE EF	Entrance Control SpeedStile EF Turnstiles	6
Altronix	AL600ULXPD16	Power Supply / Charger - 12VDC or 24VDC fuse protected outputs	16
Altronix	AL600ULACM	12/24 VDC Power Supply for Microcontroller & Locks (6amp)	16
BASE Electronics	RH1B-U-24VDC	Output Relay	128
BASE Electronics	RH2B-U-24VDC	Fire Relay	16
BASE Electronics	LV-8RS-N	Power Distribution Module	32
Sentrol	2507A-L	Aluminum Housing Armored Cable Contact, SPDT, Wide Gap	8
Sentrol	1078BR	1" Steel Door Contact - Brown	156
System Sensor	PA400W	Mini-Alert Sounder	9
SDC	PB2E	Standard Wall Mount Exit Device	10
SDC	XMS	Passive Infrared Sensor Device	82
SDC	1571	Electromagnetic Door Lock	32
Bosch	DS-DS150i	Request-to-exit Detector RTE PIR - Gray	6
Locknetics	350+ 1200LB 628	Electromagnetic Door Lock (new)	2
FARGO	DTC550	Single Sided Badge Printer	2
Integral	3965-01280	DVXi TBX - 16 Channel, 1.28 TB	3
Pelco	CM6800E-48X8	Matrix Switcher 48 in X 8 Out NTSC	1
Pelco	KBD300A	Control Keypad for PTZ	4
Pelco	PMC21A	Color Monitor 21 inch	1
Pelco	MX4009CD	Multiplexer Color Duplex 9 CH	1
Pelco	ICS110-CRV39ZA	Camclosure Surf Mt. Smk Hi Res Col NTSC 3-9mm	10
Pelco	ICS310-CRV39ZA	Camclosure Wall/CeilingHi Res Col NTSC 3-9mm	22
Pelco	SD418-PG-E1	Spectra IV Outdoor PTZ Dome Camera (new)	1
Bosch	VDC-485V04-20S	Camera, Flexidome-XF, Fixed Mount, Color (new)	2
Pelco	PMCL419	CCTV 19" Video Monitor	3
Tatung	TAT-THR 19X	CCTV 19" LCD Video Monitor	7
Altronix	R248ULCBI	CCTV AC Rack Mount Power Supply - Eight PTC Outputs	4
Viking	E-40-SS	Viking Door Station Entry Unit - Stainless	2
Viking	K-1900-5	Hot Line Phone Dialer	2

**EXHIBIT B**  
**(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**A. Invoicing and Payment**

1. The maximum amount payable under this agreement shall not exceed **\$TBD**. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

2011/12	<b>\$TBD</b>
2012/13	<b>\$TBD</b>
2013/14	<b>\$TBD</b>

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), CDSS agrees to pay the Contractor for said services at the rate of **\$TBD** PER HOUR.
3. Invoices shall include the Agreement Number **TBD** and Index Code **TBD** and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Department of Social Services  
Business Services Bureau  
744 P Street, MS 8-4-179  
Sacramento, CA 95814  
Attn: **TBD**

Any invoices submitted without the above referenced information may be returned to the vendor for further re-processing.

**B. State Budget Contingency Clause**

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent 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, CDSS 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.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS 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.

**C. For Contract with Federal Funds**

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
4. CDSS has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

**EXHIBIT B**  
**(Standard Agreement)**

**D. 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.

**E. Review**

CDSS reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

**F. Final Billing**

Invoices for services must be received by CDSS within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing."

**G. Nonresident Tax Withholdings**

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have seven percent of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.

**EXHIBIT D  
(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

**A. Dispute Provisions**

1. If the Contractor disputes a decision of the State's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, Contractor shall provide written dispute notice to the State's representative within 15 calendar days after the date of the action. The written dispute notice shall contain the following information:
  - a. the decision under dispute;
  - b. the reason(s) Contractor believes the decision of the State representative to have been in error (if applicable, reference pertinent contract provisions);
  - c. identification of all documents and substance of all oral communication which support Contractor's position; and
  - d. the dollar amount in dispute, if applicable.
2. Upon receipt of the written dispute notice, the State program management will examine the matter and issue a written decision to the Contractor within 15 calendar days. The decision of the representative shall contain the following information:
  - a. a description of the dispute;
  - b. a reference to pertinent contract provisions, if applicable;
  - c. a statement of the factual areas of agreement or disagreement; and
  - d. a statement of the representative's decision with supporting rationale.
3. The decision of the representative shall be final unless, within 30 days from the date of receipt of the representative's decision, Contractor files with the California Department of Social Services a notice of appeal addressed to:

California Department of Social Services  
744 P Street, M.S. 8-14-747  
Sacramento, CA 95814  
Attention: Chief, Contracts Bureau

Pending resolution of any dispute, Contractor shall diligently continue all contract work and comply with all of the representative's orders and directions.

**B. Termination Without Cause**

This Agreement may be terminated without cause by the State upon 30 days written notice to the contractor.

**C. Debarment and Suspension**

For federally funded agreements, **Contractor certifies** that to the best of his/her knowledge and belief that he/she and their principals or affiliates or any sub-contractor utilized under this agreement, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. The Contractor also certifies that it or any of its sub-contractors are not listed on the Excluded Parties Listing System (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).

**EXHIBIT D  
(Standard Agreement)**

**D. Certification Regarding Lobbying**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

1. For Agreements with Contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from CDSS to perform services. By signing this Agreement the Contractor certifies that to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Grant or agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - c. The Contractor shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.
2. This certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U. S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$10,000 and not more than \$100,000 for each such failure.

**E. Computer Software Copyrights**

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 contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**F. A-133 Audit**

Pursuant to Office of Management and Budget (OMB) Circular A-133 §\_\_\_.200 "Audit Requirements", non-federal entities that expend \$500,000 or more in a year in Federal awards from all sources combined shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133. All OMB Circular A-133 audit reports shall meet the reporting requirements established in OMB §\_\_\_.320 "Report Submission" and a copy shall be forwarded to CDSS.

**EXHIBIT D  
(Standard Agreement)**

**G. Subcontractors**

(Applicable to agreements in which the Contractor subcontracts out a portion of the work) Nothing contained in this Agreement or otherwise shall create any contractual relationship between CDSS and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to CDSS 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 obligation of CDSS to make payments to the Contractor. As a result, CDSS shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**H. Indirect Costs/Administrative Overhead**

For agreements with other governmental entities and public universities, indirect costs are expenses incurred for administrative services such as, but not limited to, accounting; personnel and payroll administration; accounts payable services; general and specialized insurance coverage; compliance and regulatory monitoring; independent audit services; and legal services. Indirect costs are applied to personnel, operating expenses, supplies, equipment, and travel expenses. Per State Contracting Manual, Section 3.06.B, agencies shall assure that all administrative fees are reasonable considering the services being provided. Agencies may only pay overhead charges on the first \$25,000 of each subcontract. Any subcontractor receiving \$25,000 or more must be clearly identified in the budget display and excluded when the total indirect costs are calculated.



**EXHIBIT E  
(Standard Agreement)**

**ADDITIONAL PROVISIONS**

**A. Insurance Requirements**

1. Contractor, at his/her own expense, shall maintain the following insurance coverage:
  - a. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

**The policy must include The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract.**

This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management. In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

- b. Automobile Liability – Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

**The policy must be endorsed to include The State of California, its officers, agents, employees and servants as additional insured, but only with respect to work performed under the contract. The additional insured endorsement is to be provided with the certificate of insurance.**

- c. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required.

**When work is performed on State owned or controlled property the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State. The waiver of subrogation endorsement is to be provided with the certificate of insurance.**

- d. Professional Liability – Contractor shall maintain professional liability covering any damages caused by a negligent error, act or omission with limits of not less than \$1,000,000 per occurrence and \$3,000,000 policy aggregate. The policy's retroactive date must be shown on the certificate of insurance and must be before the date this contract was executed or before the beginning of contract work.
  - e. Fidelity Bond/Crime Insurance – Contractor shall maintain Crime coverage including but not limited to Employee Dishonesty, Inside/Outside Money & Securities, Forgery and Alteration coverage's in the amount no less than the loss sustained for state-owned property and property in transit from "Holders" in the care, custody, and/or control of the contractor.

**EXHIBIT E**  
**(Standard Agreement)**

2. Certificates evidencing Contractor's insurance coverage shall be filed with CDSS prior to execution of this Agreement.

**B. General Provisions Applying to All Insurance Policies:**

- a. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply to the original terms of the contract.
- b. Policy Cancellation / Termination & Notice of Non-Renewal – Contractor shall provide to the State within five business days a copy of any notice of Cancellation/Termination or Non-renewal received by contractor for any of the required insurance policies. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- c. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- d. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- e. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

**C. Labor**

1. Contractor agrees to employ personnel who are citizens of the United States and/or aliens who have been lawfully admitted for permanent residence, or who present other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.
2. Employment of Undocumented Aliens: No state agency or department, as defined in Public Contract Code §10357, that is subject to this code, shall award a public works contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works contract, who has, in the preceding five years, been convicted of violating a state or federal law regarding the employment of undocumented aliens. See Public Contract Code § 6101.
3. Contractor agrees to pay each worker paid by him/her the prevailing rate of wages applicable to the work to be done. A copy of the prevailing wage rate is on file at the California Department of Social Services, Contracts Bureau, and will be made available upon request.
4. Contractor is expected to provide enough workers to meet the estimated completion date(s).
5. Every part of the work shall be performed by workers, laborers especially skilled in the class of work required. All employees shall be under the direct control of the contractor, and the quality of

**EXHIBIT E  
(Standard Agreement)**

work must be professionally thorough in all respects.

6. The Contractor agrees to provide the CDSS with copies of the Contractor's certified payroll records at the CDSS' request.
7. Labor Code Certifications
  - a. I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.
  - b. "It is hereby mutually agreed that the Contractor shall forfeit to the State fifty dollars for each calendar day, or portion thereof, for each worker paid by him/her, or subcontractor under him/her, less than the prevailing wage 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."
  - c. 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 twenty-five dollars for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week, in violation of Labor Code Sections 1810-1815; inclusive.
  - d. Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice shall be paid the standard wage 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 requirement of Labor Code Section 1777.5 and any related regulations regarding the employment of registered apprentices.
  - e. Each Contractor and subcontractor shall comply with the Labor Code Section 1776 regarding record keeping.

**D. Inspection**

All services shall be subject to inspection by the State at any and all times during the performance thereof. If the inspection officer determines that the services and/or materials furnished are not in accordance with the terms described herein, the State may, at its option, have the work done elsewhere, charging the Contractor with any cost occasioned thereby.

**E. Permits and Licenses**

1. Contractor, at Contractor's own expense, shall be responsible for obtaining the necessary permits, franchises, licenses, and other authorities required for lawfully affecting the work described herein.
2. Contractor shall observe and abide by all applicable federal, state, county, and city ordinances, laws, regulations, codes, and rules affecting the work to be done. Should any work fail to comply, Contractor shall be required to correct or to re-do work to obtain compliance, at no additional cost to the State; or the State may have the work performed elsewhere, charging the Contractor with any cost occasioned thereby.

**EXHIBIT E**  
**(Standard Agreement)**

**F. Damage Or Injury**

1. Any damage by the Contractor to portions of the buildings or premises will be required to be repaired to the satisfaction of the building owners or lessors at the expense of the Contractor.
2. If State-owned or controlled property is lost or damaged while in the care and custody of the Contractor during the performance of the move, Contractor shall be responsible to the State for such loss or damage. The State, at its option, in lieu of requiring payment for the value of the property lost or damaged, may allow the Contractor to replace or to repair the property when acceptable to the State. Contractor shall at all times exercise due care to protect the property from loss or damage.
3. Loss and damage claims will be acknowledged by the Contractor within fifteen (15) calendar days from date of receipt.
4. Contractor will assume responsibility for damage or injury to persons or property occasioned through the use and operations of its vehicles by its employees and agents. Contractor, at own expense, shall maintain adequate public liability and property damage insurance during the time of the move, insuring itself against claims for injury or damage; also, Worker's Compensation or other legally required insurance with respect to its own employees and agents. The State shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use of operation of any vehicle by, or the action of, the Contractor, its employees or agents, in performing the services described herein.

- G.** Contractor shall comply with **Exhibit E, Attachment 1** – Standard California Nondiscrimination Construction Contract Specifications.

**H. Execution and Performance**

1. Performance shall start not later than 5 days, or on the express date set by the CDSS and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the contractor fail to commence work at the agreed upon time, the CDSS, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.
2. All performance under the agreement shall be completed on or before the termination date of the agreement.

**I. Confidentiality of Data**

Contractor, and its employees, agrees to comply with CDSS' Information Security Pre-Cautions/Requirements, as described in **Exhibit E – Attachment 2**.

**J. License**

The Prime Contractor must possess a State of California C-10 and C-28 contractor's license. The Prime Contractor's license number must be in good standing at the time of the bid opening as well as throughout the duration of the contract.

**K. Antitrust Claims**

The contractor offers and agrees and will require all of his other subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action they

**EXHIBIT E**  
**(Standard Agreement)**

may have under Section 4 of the Clayton Act (15 USC § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. The assignment made by the contractor and all additional assignments made by the subcontractors and suppliers shall be deemed to have been made and will become effective at the time the awarding body tenders final payment to the contractor without further acknowledgment or the necessity of tendering to the awarding body any written assignments. If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code sections 4550 - 4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, on demand, recover from the public body any portion of the recovery, including treble damages, and attributable overcharges that were paid by the assignor but were not paid by the public body as a part of the bid price, less the expenses incurred in obtaining that portion of the recovery. On demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code sections 4550 - 4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

**L. Prevailing Wage**

In accordance with the provisions of Labor Code Section 1770 - 1776, the Contractor and any subcontractor shall adhere to the payment of the general prevailing wages as determined by the Department of Industrial Relations (DIR). Copies of the wage rate determinations or any amendments issued by the DIR may be reviewed at CDSS. Contractors are encouraged to refer questions regarding current prevailing wage rates to the Division of Labor Statistics and Research, Prevailing Wage Unit, P. O. Box 603, San Francisco, CA 94101. The DIR is responsible for determining the general prevailing rate of wages for each classification of worker employed on a public works project of \$1,000 or more. The Contractor and subcontractor who intend to use a craft or classification not shown on the general prevailing wage determinations may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations effective at the time of the call for bids. Please see **Exhibit E-Attachment 4, Prevailing Wage.**

**M. Payment Bond**

The Contractor shall furnish a Payment Bond on State Form 807, in an amount equal to one hundred percent (100%) of the amount of the Agreement, when the Contractor's bid exceeds \$25,000.00 per Public Contract Code 7103. The bond must be furnished concurrently with signing the Agreement. The bond shall be executed by the Contractor and a corporate surety authorized to transact a general surety business in the State of California.

**N. Non-Collusion Affidavit**

The "Non-Collusion Affidavit" submitted by the Contractor at the time of bid to be incorporated as part of the final agreement. Please see **Exhibit E-Attachment 3, Non-Collusion Affidavit.**

**O. Certification**

Contractor certifies that all technicians employed by the Contractor who will be performing any service to the Software House CCURE 800 Security Management System are certified trained technicians authorized by Software House.

**These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.**

1. As used in the specifications:
  - a. **"Administrator"** means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing (DFEH), or any person to whom the Administrator delegates authority;
  - b. **"Minority"** includes:
    - (i) **Black** (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);
    - (ii) **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);
    - (iii) **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); and
    - (iv) **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).
2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of \$5,000 or more the non-discrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications either directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.
3. The contractor shall implement the specific non-discrimination standards provided in paragraphs 6(a) through (e) of these specifications.
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Government Code, Section 12990, or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. 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 demonstrate fully its efforts under Steps a. through e. below:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all leadpersons, 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.
  - b. Provide written notification within seven days to the director of DFEH when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.

(Continue on reverse)

STATE OF CALIFORNIA  
**STANDARD CALIFORNIA NONDISCRIMINATION  
CONSTRUCTION CONTRACT SPECIFICATIONS**  
*(GOVERNMENT CODE, SECTION 12990)*  
STD. 18 (REV. 1/95) (REVERSE)

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- d. 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 leadpersons, on-site leadpersons, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
  - e. 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 equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.
7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group 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 which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.
  8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (Gov. Code Section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
  9. Establishment and implementation of a bona fide affirmative action plan pursuant to Section 8104(b) of this Chapter shall create a rebuttable presumption that a contractor is in compliance with the requirements of Section 12990 of the Government Code and its implementing regulations.
  10. The Contractor shall not use the nondiscrimination standards to discriminate, harass or allow harassment against any person because of race, color, religious creed, sex, national origin, ancestry, disability (including HIV and AIDS), medical condition (cancer), age, marital status, or denial of family and medical care leave and denial of pregnancy disability leave.
  11. The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code Section 12990.
  12. 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 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 Government Code Section 12990.
  13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee 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 changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which 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.

**California Department of Social Services (CDSS)**  
**Information Security Pre-Cautions/Requirements**

**A. Confidentiality of Data**

Please note the following definitions relating to confidential and sensitive information.

- Confidential information is information which identifies an individual (i.e., name, social security number, home/mailling address, telephone number, etc.) and/or entity (i.e., employing unit, etc.) and/or information in the possession of the Department in which the disclosure is limited by contractual agreement (i.e., proprietary information, etc.).
  - Sensitive information is information maintained by the Department, which is not confidential by definition, but requires special precautions to protect it from unauthorized access (i.e., financial or operational information). Sensitive information is information in which the disclosure would jeopardize the integrity of CDSS (i.e., CDSS' fiscal resources and operations).
1. All financial, statistical, personal, technical, and other information relating to CDSS operations which are designated confidential or sensitive by CDSS and which may become available to the Contractor as a result of the implementation of this Agreement, shall be protected by the Contractor from unauthorized access, use, and disclosure.
  2. Contractor is notified that there are civil and criminal actions that may be invoked for unauthorized disclosure of information from confidential records. (California Penal Code Section 11140-11144, 13301-13303, Civil Code Section 1798, Chapter 709, Statute of 1997 define civil and criminal actions for unauthorized disclosure of information from confidential records.)
  3. The Contractor shall:
    - a. Instruct all employees with access to the CDSS confidential and sensitive information regarding: (1) the confidential nature of the information, and (2) the sanctions against unauthorized access, use, or disclosure found in the California Civil Code Section 1798.55, and the Penal Code Section 502.
    - b. Ensure that their employees will not intentionally seek out, read, use, or disclose CDSS confidential or sensitive information.
    - c. Not disclose any individually identifiable CDSS information to any person.
    - d. Require that all Contractor's staff or subcontractor and its employees with access to CDSS confidential information sign the CDSS Confidentiality Agreement (See Section B).
    - e. Immediately notify CDSS within 24 hours of initial detection of any unauthorized access, use, and disclosure of CDSS information. Notification shall be reported by telephone or email to:  
  
Rayfield Scott  
Information Security Officer  
California Department of Social Services  
744 P Street, M.S. 9-9-70  
Sacramento, CA 95814  
  
(916) 651-5558  
(916) 654-0910  
iso@dss.ca.gov
  - f. Cooperate in any investigations of information security incidents.



**B. Confidentiality Agreement**

The California Department of Social Services (CDSS) public assistance records and documents are subject to strict confidentiality requirements imposed by State and federal law including California Welfare and Institutions Code sections 10850, California Penal Code section 11167.5, and 45 Code of Federal Regulations.

I acknowledge that unauthorized access, use, or disclosure of CDSS confidential information is a crime.

I agree that unauthorized access, use, or disclosure of CDSS confidential information is grounds for immediate termination of this Contract/Memorandum of Understanding/Agreements with the CDSS and the Contractor may be subject to penalties both civil and criminal.

Contractor:	
Employee:	
Employee's Signature:	
Title:	Date:
Phone:	E-Mail Address:

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

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and  
says that he or she is \_\_\_\_\_ of  
(position or title)

\_\_\_\_\_  
(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 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)

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: SACRAMENTO COUNTY  
DETERMINATION: SAC-2011-2

CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	EMPLOYER PAYMENTS							STRAIGHT-TIME		OVERTIME HOURLY RATE				
			BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY			
#	<b>BRICKLAYER, BLOCKLAYER:</b>															
	BRICKLAYER, BLOCKLAYER, STONEMASON	8/22/2011	04/30/2012**	A 32.610	9.690	8.500	B 2.500	0.800	C 0.900	D 8.0	55.000	E 72.560	E 72.560	90.110		
	POINTER, CLEANER, CAULKER, WATERPROOFER	8/22/2011	06/30/2012*	A 33.680	9.690	6.930	F -	1.100	0.400	D 8.0	51.800	68.640	G 68.640	85.480		
#	<b>BRICK TENDER</b>	8/22/2010	06/30/2011*	H 30.420	6.040	7.160	F -	0.340	-	D 8.0	43.960	E 59.170	E 59.170	74.380		
#	<b>CARPET, LINOLEUM,</b>															
	RESILIENT TILE LAYER	8/22/2011	09/30/2011*	A 28.200	9.330	6.640	I -	0.500	0.110	8.0	44.780	J 58.880	J 58.880	72.980		
#	<b>ELECTRICIAN:</b>															
	COMM & SYSTEM INSTALLER	2/22/2011	11/20/2011*	24.130	7.850	K 1.700	L 2.010	1.100	M 0.120	8.0	37.740	50.230	50.230	62.720		
	COMM & SYSTEM TECH.	2/22/2011	11/20/2011*	27.750	7.850	K 1.700	N 2.310	1.100	M 0.140	8.0	41.790	56.150	56.150	70.510		
	INSIDE WIREMAN	8/22/2011	11/30/2011**	38.930	10.130	K 3.900	F -	1.370	O 0.720	8.0	56.840	77.200	77.200	97.560		
	CABLE SPLICER	8/22/2011	11/30/2011**	42.820	10.130	K 3.900	F -	1.370	O 0.720	8.0	60.910	83.300	83.300	105.700		
#	<b>FIELD SURVEYOR:</b>															
P	CHIEF OF PARTY	8/22/2011	03/01/2012*	37.190	10.910	Q 8.280	R 3.470	0.720	0.160	8.0	60.730	S 79.320	S 79.320	97.920		
P	INSTRUMENTMAN	8/22/2011	03/01/2012*	34.100	10.910	Q 8.280	R 3.470	0.720	0.160	8.0	57.640	S 74.690	S 74.690	91.740		
P	CHAINMAN/RODMAN	8/22/2011	03/01/2012*	31.220	10.910	Q 8.280	R 3.470	0.720	0.160	8.0	54.760	S 70.370	S 70.370	85.980		
#	<b>GLAZIER</b>	2/22/2011	06/30/2011*	A 32.240	9.200	T 8.800	-	0.540	U 0.380	8.0	51.160	V 67.280	83.400	83.400		
# W	<b>MARBLE FINISHER</b>	8/22/2008	07/31/2009*	X 28.020	8.720	2.950	I -	0.450	0.200	8.0	40.340	Y 54.350	68.360	68.360		
# W	<b>MARBLE MASON</b>	8/22/2008	07/31/2009*	X 39.220	8.720	9.310	I -	0.550	0.210	8.0	58.010	Y 77.620	97.230	97.230		
#	<b>PAINTER:</b>															
	BRUSH, SPRAY, PAPERHANGER	2/22/2011	08/31/2011*	Z 27.730	9.580	5.420	I -	0.310	0.360	D 8.0	43.400	57.260	AA 57.260	71.130		
	SANDBLASTER, STEAM CLEANER, WATERBLASTER	2/22/2011	08/31/2011*	Z 28.230	9.580	5.420	I -	0.310	0.360	D 8.0	43.900	58.010	AA 58.010	72.130		
	EXOTIC MATERIALS	2/22/2011	08/31/2011*	Z 28.730	9.580	5.420	I -	0.310	0.360	D 8.0	44.400	58.760	AA 58.760	73.130		
	TAPER	8/22/2011	09/30/2011*	AB 36.190	9.580	8.180	AC -	0.360	0.210	8.0	54.520	69.470	D 69.470	AA 84.420		
AD	TAPER CLEAN-UP	2/22/2011	06/30/2011*	AE 14.080	9.580	-	-	-	-	8.0	23.660	30.390	D 30.390	AA 37.120		
#	<b>PLASTERER</b>	8/22/2011	06/30/2012**	AF 29.040	10.230	7.290	3.000	0.950	0.500	8.0	51.010	64.760	AG 64.760	78.520		
#	<b>PLASTER TENDER</b>	8/22/2009	06/30/2010*	28.370	5.540	6.320	2.280	0.340	AH 1.020	8.0	43.870	J 58.060	J 58.060	72.240		
#	<b>PLUMBER:</b>															
	UNDERGROUND UTILITY PIPEFITTER	8/22/2011	06/30/2012**	26.200	4.600	2.600	2.000	0.450	0.600	D 8.0	36.450	49.550	49.550	62.650		
	LANDSCAPE PIPEFITTER	8/22/2011	06/30/2012**	26.200	4.600	2.600	2.000	0.450	0.550	D 8.0	36.400	49.500	49.500	62.600		
AI	UNDERGROUND UTILITY ASSISTANT JOURNEYMAN	8/22/2011	06/30/2012**	15.000	4.600	2.600	2.000	0.450	0.600	D 8.0	25.250	32.750	32.750	40.250		
AI	LANDSCAPE ASSISTANT JOURNEYMAN	8/22/2011	06/30/2012**	15.000	4.600	2.600	2.000	0.450	0.550	D 8.0	25.200	32.700	32.700	40.200		
AJ	UNDERGROUND UTILITY TRADESMAN	8/22/2011	06/30/2012**	10.400	4.600	2.600	2.000	0.450	0.600	D 8.0	20.650	25.850	25.850	31.050		
AK	LANDSCAPE TRADESMAN I	8/22/2011	06/30/2012**	10.200	4.600	-	2.000	0.450	0.550	D 8.0	17.800	22.900	22.900	28.000		
AK	LANDSCAPE TRADESMAN II	8/22/2011	06/30/2012**	10.400	4.600	2.600	2.000	0.450	0.550	D 8.0	20.600	25.800	25.800	31.000		
	PLUMBER, STEAMFITTER	8/22/2011	12/31/2011**	A 39.820	11.200	8.150	F -	0.950	0.350	8.0	60.470	E 80.380	AL 80.380	100.290		





