



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



EDMUND G. BROWN JR.
GOVERNOR

March 8, 2013

**Off-site Tape Media Storage and Retrieval
INVITATION FOR BID (IFB) 12-26R**

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 12-26R, Off-site Tape Media Storage and Retrieval. 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:

Marsha Fins, Contracts Analyst
Contracts Bureau
Telephone: (916) 657-6516
Fax: (916) 657-2362
marsha.fins@dss.ca.gov

The date for bid submission is March 26, 2013, 10:00 a.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

Bidder to provide to CDSS Off-Site Tape Media Storage and Retrieval Services in accordance with the attached **Exhibit 1, Sample Contract, Scope of Work.**

The California Department of Social Services (CDSS) has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. CDSS will not tailor these needs to fit some solution a bidder may have available; rather, the Bidder shall meet CDSS's needs as defined in this IFB.

1. All services contained in this solicitation, shall be made available to CDSS locations including, but not limited to, those listed in Exhibit A, Attachment 1. Locations may be added, deleted, or changed at CDSS's discretion with 30 calendar days' written notice. The services required include, but are not limited to, the pickup and delivery of storage containers; the cycling of Disaster Recovery (DR) tape stock; and includes a provision to provide up to 200 square feet of storage space for storage containers.
2. CDSS is seeking one (1) bid from each prospective bidder for the combined services. CDSS will award the Agreement to the responsive and responsible bidder with the lowest net cost to CDSS.

It is CDSS's intent that the Bidder's standards of operation and maintenance be of the highest quality available in the industry at all times.

B. Bidder Minimum Qualifications

1. Bidder must have a minimum of two consecutive years experience providing Off-site Media Storage and Retrieval Services that is comparable, in terms of the scope of work, to the services required in this IFB.
2. CDSS requires that the Bidder shall have facilities that meet all of the below requirements, including the Flood Zone, at the time of contract award. The facility must not share a common wall with any other facility.
 - a. The Bidder's facility(s) must be located within a radius not more than a four (4) hour response time from CDSS's locations.
 - b. The facility must be adequate enough to accommodate all of CDSS's requirements, including a secure location within the vault to store storage containers. CDSS's estimate of required storage space for its own use is approximately 200 square feet.
 - c. To minimize damage including, but not limited to, such as that caused by theft, fire, or smoke, the Bidder must provide a secure facility. The facility and surrounding compound must be designed to deter intrusion including, but not limited to, an automatic intrusion alarm system which is connected to an automatic centralized notification system with on-site staff and camera surveillance 24 hours per day, 7 days a week.
 - d. The facility must meet or exceed the National Fire Protection Association (NFPA) 232, Standard for the Protection of Records, 2012 Edition.
 - e. The facility must contain an automatic, uninterrupted power supply (e.g. UPS) to support the security systems, gates, cameras, fire protection system, and environmental systems, e.g., lights, air conditioning, or water detection system.

- f. If any facility location that is to be in use at the time of contract award is determined as NOT being outside a 500-year floodplain, as defined by the FEMA FIRM for that location, the Bidder will be found to be nonresponsive to this requirement.
3. CDSS may perform a walk-through of Bidder's facility, prior to issuing the Intent to Award notification.
 4. Bidder must possess a valid California Department of Motor Vehicles-Issued Motor Carrier Permit, authorizing transportation of property for hire by motor vehicle, and operate within the scope of the permit. Permit must be in good standing at the time of bid submission and during the term of the agreement. Bidder must submit a copy of Motor Carrier Permit with bid.
 5. Bidder's vehicles must contain air-conditioned cab and cargo areas; state of the art alarm systems in the cab and cargo area; mobile radio communications or cellular phones; and portable current NFPA release standard for clean agent fire suppression extinguishers or equivalent. Cargo area must be designed to prevent shifting of containers during transport.
 6. 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 similar to those required herein within the last three (3) years, with payment of these services by the client. References will be contacted by CDSS to verify the information provided by the bidder. Please see **Attachment 3, Bidder References**.
 - a. Bidder is responsible for submitting references for works similar to those required herein.
 - b. Bidder is responsible for notifying their references that CDSS will contact the references to confirm satisfactory performance of the work described in Exhibit 1, Scope of Work. CDSS will contact references during normal business hours, Monday through Friday between the hours of 8 AM to 5 PM.
 - c. If references cannot be reached, or are not receptive to inquiries, the bid may be deemed nonresponsive and rejected.
 - d. The references must confirm that the services were satisfactorily provided, and for the dollar volume amount stated on Attachment 3.
 7. Subcontractors
 - a. Services shall be performed **solely by the bidder**. No subcontracting will be allowed **unless** it is to qualify for the Non-Small Business Subcontractor Preference (See Section C, Bid Requirements and Information, Item 9) Small Business Enterprise, page 9.)
 - b. Subcontractor must also meet all the requirements of this IFB, including the minimum qualifications. Subcontractor may not perform more than 49% of the required services. If bidder proposes the use of a SB/DVBE subcontractor, the bidder must also submit a list of references, **Attachment 3**, on behalf of the subcontractor.
 - c. Bidder may not substitute any proposed subcontractor without advance written consent of the CDSS.

- d. Notwithstanding Item 6(a) above, the use of an independent contractor by a bidder will be considered subcontracting and the bid shall be deemed non-responsive and rejected.
- 8. Bidder must have a current business license in the city/county of their office of operations
- 9. Corporations must be in good standing and qualified to conduct business in California.

C. Bid Requirements and Information

1. Key Action Dates

Event	Date	Time
IFB available to prospective bidders	<u>3/8/13</u>	
Final Date for Bid Submission	<u>3/26/13</u>	<u>10:00 AM</u>
Bid Opening	<u>3/26/13</u>	<u>10:05 AM</u>
Notice of Intent to Award	<u>4/3/13</u>	
Last Day to Protest the Award	<u>4/8/13</u>	<u>5:00 PM</u>
Proposed Start Date of Agreement	<u>4/15/13</u>	

2. Contract Term

The anticipated term of the resulting agreement shall be for one (1) year beginning April 1, 2013 through March 31, 2014, with the option to extend for an additional 12 months. The Agreement term may include a transition period prior to commencement of Off-Site Tape Media Storage and Retrieval Services and shall be completed no later than April 15, 2013.

3. Submission of Bid

- a. All bids must be submitted under **sealed** cover and received by CDSS by the date and time shown on page 5, 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, 3/26/13, 10:00 a.m.”, as shown in the following example:

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

IFB 12-26R – Off-site Tape Media Storage and Retrieval Services
DO NOT OPEN
DUE: March 26, 2013 BY 10:00 A.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 10:05 a.m. on March 26, 2013, at the following address:

California Department of Social Services
744 P Street
Sacramento, CA 95814

- d. All bids shall include documents identified in **Attachment 1, Required Attachment Checklist**. 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:

Marsha Fins
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.

4. 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.

5. 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, internet transmission, 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 (5) 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, 7th 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 (5) 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, 7th 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 under the heading FORMS MANAGEMENT CENTER. 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.ols.dgs.ca.gov/Standard+Language. This document is only required if the bidder has not submitted this form to the awarding agency within the last three (3) years.

6. 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.

7. Insurance Requirements

Prior to award of the agreement, Contractor shall furnish to the State of California, Department of Social Services, at his/her own expense, a certificate of insurance, see **Exhibit 1 – Sample Agreement**, Exhibit E – Additional Provisions, of the attached Sample Agreement for a complete list of insurance requirement, that includes the following:

- 1) General liability with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. The policy should include coverage for liabilities arising out of premises, operations, independent contractors, products completed operations, personal and advertising injury and liability assumed under an

- insured contract. This insurance shall apply separately for each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. If the policy contains an annual aggregate, this should be at least double the per occurrence limit
- 2) Motor vehicle liability with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. The Contractor shall ensure that any subcontracts for transportation services shall include the same provisions as stated herein.
 - 3) Workers' compensation and employer liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Contractor shall furnish a certificate for Workers' Compensation Insurance in the State of California, including the name of the carrier and the date of expiration of insurance, or a Certificate of Consent to Self-Insure issued by the Department of Industrial Relations.
 - 4) The certificate(s) of insurance must include the following provisions stating that:
 - 1) The insurer will not cancel the insured's coverage without 30 days prior written notice to the State; and
 - 2) The State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the State of California under this contract.

8. Agreement Execution and Performance

- a. Performance shall start not later than five (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 the 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.

9. 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). 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 5**. 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.

10. Disabled Veteran Business Enterprise Participation Program Requirements

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

- 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.
- b. For more information about the DVBE incentive, refer to **Attachment 5**, 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).

11. Declaration Forms

All bidders must complete the Bidder Declaration GSPD-05-105, Attachment 5, 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 5. 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. 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.

12. 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 4**. 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).

13. Loss Leader

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.

REQUIRED ATTACHMENT CHECK LIST

A complete bid or bid package will consist of the items identified below. Bids should be compiled in the most efficient and economical method, do not include bindings, coversheets, or portfolios, a clasp or staple in the upper left corner will be sufficient.

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.

Company Name: _____

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Checklist
_____ Attachment 2	Bid/Bidder Certification Sheet
_____ Attachment 3	Bidder References
_____ Attachment 4	Darfur Contracting Act
Attachment 5	Declaration Forms and Instructions: California DVBE Bid Incentive Instructions (9/3/09)
_____	GSPD-05-105, Bidder Declaration
_____	STD 843, Disabled Veteran Business Enterprise Declarations
_____ Attachment 6	Cost Sheet

Additional Required Documentation (*Photocopies are acceptable*)

Email address: _____

_____ Business License (City and/or County) depending on requirements for Bidder's business main office.

_____ Facility locations: **Attach a separate sheet if more space is needed.**

Address (full street address, no PO Boxes)	City	Zip

BID/BIDDER CERTIFICATION SHEET

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

Do not return Section C, Bid Requirements and Information (pages 4 through 12) nor the "Sample Agreement" at the end of this IFB.

- A. **Our all-inclusive bid is submitted as detailed in Attachment 3, Cost Sheet.**
- B. All required attachments are included with this certification sheet.
- C. 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.

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

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
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. 8. California Corporation No.		
9. Indicate applicable license and/or certification information:		
10. Bidder's Name (Print)	11. Title	
12. Signature	13. Date	
<p>14. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as:</p> <p>a. California Small Business b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below:</p> <p>If yes, enter certification number: _____</p>		
<p>NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes".</p> <p>Date application was submitted to OSDS, if an application is pending:</p>		

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.

BIDDER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid will cause your bid to be rejected and deemed nonresponsive.

List below three references for services performed within the last three (3) years, which are similar to the scope of work and dollar volume to be performed in this contract.

All fields must be completed and verifiable. Include separate references for all subcontractors.

Company Name: _____

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			

DARFUR CONTRACTING ACT

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):

Company Name: _____

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

OR

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

CERTIFICATION For # 3 (only).

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>	

YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL 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.

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

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

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

RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to:

<http://www.pd.dgs.ca.gov/smbus/advocate.htm>.

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

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

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

FOR:

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

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

FOR:

List of potential DVBE subcontractors

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

FOR:

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

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

FOR:

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

Commercially Useful Function Definition

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

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

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

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

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

BIDDER DECLARATION

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

a. Identify current California certification(s) (**MB, SB, NVSA, DVBE**): _____ or **None** ____ (If "None," go to Item #2)

b. Will subcontractors be used for this contract? **Yes** ____ **No** ____ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

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

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

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

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

BIDDER DECLARATION Instructions

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

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

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

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

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

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

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

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

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

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

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

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

2. (continued) Column Labels

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

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

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

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

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

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

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

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

Enter “N/A” if the:

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

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

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

Read the certification at the bottom of the page and complete the “Page 1 of 2” 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): _____

<input type="text"/> (Printed Name of DV Owner/Manager)	<input type="text"/> (Signature of DV Owner/ Manager)	<input type="text"/> (Date Signed)
<input type="text"/> (Printed Name of DV Owner/Manager)	<input type="text"/> (Signature of DV Owner/Manager)	<input type="text"/> (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):

<input type="text"/> (Printed Name)	<input type="text"/> (Signature)	<input type="text"/> (Date Signed)
<input type="text"/> (Address of Owner)	<input type="text"/> (Telephone)	<input type="text"/> (Tax Identification Number of Owner)

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

<input type="text"/> (Printed Name of DV Manager)	<input type="text"/> (Signature of DV Manager)	<input type="text"/> (Date Signed)
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COST SHEET

	County	CDSS/Disability Determination Service Division Site Addresses	Pickup/Delivery Day	Weekly Cost
1.	Alameda	DDSD Oakland Branch 1515 Clay Street, Suite 500 Oakland, CA 94612	Thursday	
2.	Los Angeles	DDSD LA West/North Branches 3435 Wilshire Boulevard, Suite 1500 Los Angeles, CA 90010	Tuesday	
3.	Los Angeles	DDSD Covina Branch 800 South Barranca Avenue, Suite 300 Covina, CA 91723	Thursday	
4.	San Joaquin	DDSD Stockton Branch 10100 Trinity Parkway, Suite 200 Stockton, CA 95219	Wednesday	
5.	Placer	DDSD Roseville Branch 1640 East Roseville Parkway, Suite 150/175 Roseville, CA 95661	Tuesday	
6.	Sacramento	DDSD Central Support Services/Sacramento Branches 2420 Del Paso Road, Suite 150/200 Sacramento, CA 95834	Wednesday	
7.	Fresno	DDSD Sierra/Central Valley Branches 1510 East Herndon Avenue Fresno, CA 93720 *will relocate to Clovis in Fall 2013	Wednesday	
8.	San Diego	DDSD San Diego/La Jolla Branches 7575 Metropolitan Drive, Suite 300/301 San Diego, CA 92108	Monday	
9.	San Diego	DDSD Rancho Bernardo Branch 15333 Avenue of Science, Suite 200 San Diego, CA 92128	Monday	
10.	Sacramento	Information Systems Division 744 P Street, MS 9-10-59 Sacramento, CA 95814	Tuesday	

TOTAL WEEKLY COST: \$ _____

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

EXHIBIT 1 – SAMPLE AGREEMENT

AGREEMENT NUMBER IFB-12-26R
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: April 1, 2013 through March 31, 2014

3. The maximum amount of this Agreement is: \$0.00
TBD

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	10 pages
Exhibit A – Attachment 1	1 page
Exhibit A – Attachment 2	1 page
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	3 pages
Exhibit E – Attachment 1, CDSS Information Security Precautions/Requirements	2 pages

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

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



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

EXHIBIT A
(Sample Standard Agreement)

A. Purpose and Overview

1. This agreement is for Off-Site Tape Media Storage and Retrieval Services for CDSS. Included in the agreement are provisions for media transportation and storage, and Business Continuity services. Weekly service shall be provided to CDSS locations including, but not limited to, those listed in Exhibit A, Attachment 1.
2. The term of this Agreement shall be for one (1) year beginning April 1, 2013 through March 31, 2014, with the option to extend for an additional twelve (12) months. The Agreement term may include a transition period prior to commencement of Off-Site Tape Media Storage and Retrieval Services and shall be completed no later than April 15, 2013.
3. All services contained in this agreement, shall be made available to CDSS locations including, but not limited to, those listed in Exhibit A, Attachment 1. Locations may be added, deleted, or changed at CDSS's discretion with 30 calendar days' written notice. The services required include, but are not limited to, the pickup and delivery of storage containers; the cycling of Disaster Recovery (DR) tape stock; and includes a provision to provide up to 200 square feet of storage space for storage containers.
4. It is CDSS's intent that the Contractor's standards of operation and maintenance be of the highest quality available in the industry at all times.

B. General Requirements

CDSS requires that the Contractor must have facilities that meet all of the below requirements, including the Flood Zone, at the time of contract award.

1. Flood Zone Requirements

- a. The Contractor must provide storage facilities located outside a 500-year floodplain, at the time of contract award as defined by the most recently published flood maps available from the Federal Emergency Management Agency (FEMA) web site located at:
<http://msc.fema.gov/webapp/wcs/stores/servlet/FemaWelcomeView?storeId=10001&catalogId=10001&langId=-1>
- b. The Contractor must submit a list of all facility location(s) to be used in the performance of this agreement. The Contractor agrees that the site(s) identified will be located in an area that is designated on the latest FEMA Flood Insurance Rate Map (FIRM) as within "Zone X" (unshaded). "Zone X" (unshaded) is defined on the FEMA FIRMs as "Areas determined to be outside 500-year floodplain."
- c. Any facility location that is to be in use at the time of contract award is determined as NOT being outside a 500-year floodplain, as defined by the FEMA FIRM for that location, the Contractor will be found to be nonresponsive to this requirement.

EXHIBIT A
(Sample Standard Agreement)

2. Facility Requirements

- a. For purposes of this Agreement, "facility" is defined as the Contractor facility used for CDSS's specific needs.
- b. The Contractor's facility(s) must be located within a radius not more than a four (4) hour response time from CDSS's locations.
- c. The facility must be adequate enough to accommodate all of CDSS's requirements, including a secure location within the vault to store storage containers. CDSS's estimate of required storage space for its own use is approximately 200 square feet.
- d. To minimize damage including, but not limited to, such as that caused by theft, fire, or smoke, the Contractor must provide a secure facility. The facility and surrounding compound must be designed to deter intrusion including, but not limited to, an automatic intrusion alarm system which is connected to an automatic centralized notification system with on-site staff and camera surveillance 24 hours per day, 7 days a week.
- e. The facility must meet or exceed the National Fire Protection Association (NFPA) 232, Standard for the Protection of Records, 2012 Edition. Information regarding the NFPA 232 may be obtained at:
<http://www.nfpa.org/aboutthecodes/AboutTheCodes.asp?DocNum=232>
- f. The facility must not share a common wall with any other facility.
- g. The facility must contain an automatic, uninterrupted power supply (e.g. UPS) to support the security systems, gates, cameras, fire protection system, and environmental systems, e.g., lights, air conditioning, or water detection system.
- h. The facility must contain an automatic National Fire Protection Association (current NFPA release) standard for clean agent fire suppression system or equivalent fire suppression extinguishers with volume concentration of no less than 5% for a duration of 10 minutes. A liquid sprinkling system is unacceptable as the primary suppression system.
- i. Upon award of Agreement, the Contractor shall have ten (10) calendar days to provide recent (within 30 calendar days) documented on-site test results, maintenance and inspection service, which will substantiate compliance with requirements listed in items b, c, and d above, to the satisfaction of CDSS.
- j. The facility must contain an automatic, surface water detection system connected directly to an automatic alarm system for immediate notification of water intrusion. The sensor must be operational at all times.
- k. All storage racks must contain seismic bracing if facilities are located in earthquake prone areas.

EXHIBIT A
(Sample Standard Agreement)

- l. The Contractor shall report all incidents of dropped storage containers, regardless of any noticeable damage. CDSS reserves the right to attach Shock Indicators to all CDSS-owned containers.
 - m. The Contractor shall not relocate CDSS's property to another facility without prior notification and prior written authorization from CDSS.
 - n. The Contractor shall maintain the storage areas at 60 to 75 degrees Fahrenheit with relative humidity at 40% - 55%. The storage area shall be continuously monitored using stand-alone chart recording devices or electronic monitoring charts. The Contractor shall immediately report to CDSS continuous periods over 2 hours in length in which temperature and/or humidity readings outside these ranges occur. Upon ten (10) State business days' written notice, the Contractor will provide temperature and humidity charts or records as documented by appropriate industrial instruments, consistent with industry standards upon request.
 - o. The Contractor shall take all reasonable measures to ensure the storage facility environment is contaminant free. All incidents of possible contamination (e.g., smoke, dust, moisture) shall be reported to the Information Systems Division (ISD) point of contacts by calling (916) 651-5525 or (916) 651-5542 within 24 hours.
 - p. To minimize static and other possible contaminants as listed in item (o) above, carpeting or fibrous floor covering of any kind is unacceptable in the transport area or the vault itself.
3. Business Continuity Facility Locations
- a. If any of the Contractor's facilities become unavailable, the Contractor must be able to provide a separate back-up facility which meets all facility requirements as identified in Section B, Item 2, "Facility Requirements." Upon notification of such occurrence, CDSS shall instruct the Contractor to either transport the storage containers to another Contractor facility or to a CDSS location(s).
 - b. Contractor must report to CDSS, in advance and in writing, not less than 30 calendar days prior to any facility additions and/or deletions during the term of the Agreement.
4. Transportation Requirements
- a. Vehicles
 - 1) Company-insured drivers must use company-owned or company-leased vehicles to transport all storage containers.
 - 2) Vehicles must contain air-conditioned cab and cargo areas; state of the art alarm systems in the cab and cargo area; mobile radio communications or cellular phones; and portable current NFPA release standard for clean agent fire suppression extinguishers or equivalent. Cargo area must be designed to prevent shifting of containers during transport.

EXHIBIT A
(Sample Standard Agreement)

- 3) Vehicles must be loaded and unloaded in a fully enclosed area whenever possible.
- 4) Unattended vehicles and in-transit vehicles must be locked at all times.
- 5) The Contractor must provide hand-truck or flat bed carts to transport received and delivered containers to and from CDSS's facilities.

b. Pickup and Delivery Services

- 1) CDSS will lock containers prior to Contractor pickup. Containers must still be locked upon delivery back to CDSS.
- 2) The Contractor agrees to work with CDSS to modify the pickup and delivery schedule, as needed. Requests shall be submitted in writing by CDSS's contacts at each location. Requested changes are to be implemented within 30 calendar days, or sooner, if mutually agreeable.

c. Accounts

- 1) Pickup and delivery service to CDSS's locations.
- 2) Changes to the original CDSS Locations List (Attachment 1), including adds, deletes, or changes, shall be at CDSS's discretion with 30 calendar days written notice. Upon notification from CDSS's Primary Contact, the Contractor will make contact within five (5) business days to the CDSS location to determine their business needs, including pickup and delivery service.
- 3) The Contractor shall pick up and deliver storage containers to CDSS's locations statewide in accordance with the CDSS Locations List (Attachment 1). Any changes to the pickup/delivery schedule will be submitted to CDSS's Primary Contact within 30 calendar days of execution.
- 4) If a scheduled service date falls on a State holiday, (see Observed State Holidays, Exhibit A, Attachment 2) the Contractor shall reschedule the service date with the CDSS location(s).

d. Emergency Deliveries

The Contractor shall provide for emergency deliveries outside of the regularly scheduled runs Sunday through Saturday, 24 hours per day, 7 days per week. The maximum response time shall not exceed four (4) hours from any of the Contractor's facility(s).

e. Critical Deliveries

The Contractor shall provide for critical deliveries outside of the regularly scheduled runs Sunday through Saturday, 24 hours per day, 7 days per week. The maximum response time shall not exceed three (3) hours from any of the Contractor's facility(s).

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(Sample Standard Agreement)

5. Service Requirements

a. Account Representative

- 1) The Contractor shall assign an Account Representative to CDSS in support of this Agreement.
- 2) The Account Representative, or their designee, must be available to CDSS as needed, seven (7) days a week.
- 3) The Account Representative shall have experience working with large critical accounts consistent with the requirements of CDSS, contained herein.
- 4) The Account Representative shall assist CDSS in assessing CDSS's needs to add, delete, or modify services.
- 5) The Account Representative shall assist CDSS in reconciling account information to include account numbers, account name, address, contact, and contact phone numbers.
- 6) The Account Representative will provide initial responses to all requests/inquiries by phone or email within 24 clock hours of notification.
- 7) CDSS shall have the right to request a change in the Account Representative.

b. Problem Escalation Procedure

The Contractor shall document all problems by contacting the ISD point of contacts at (916) 651-5542 or (916) 651-5525. The Contractor shall contact CDSS's Primary Contact by email/telephone if an initial response is not made within 30 minutes of the call to ISD. The Contractor shall work with CDSS to develop an Escalation Plan upon Agreement award.

c. Media Transport Containers/Locks

- 1) The Contractor must use existing CDSS-owned containers during the performance of this Agreement. Container sizes vary depending on CDSS location, but approximately range from 7"x 6"x 5" to 24"x 12"x 4". CDSS will furnish all locks for CDSS-owned containers.
- 2) Should the Contractor make containers available for lease or purchase for CDSS, the Contractor shall provide locks for leased or purchased containers. For billing purposes, the lease or purchase of the lock, the container, all associated shipping and handling costs, and any applicable sales tax, shall be considered as one cost.
- 3) The Contractor shall work with CDSS to provide, and/or obtain, containers and locks during a Declared Disaster (DD) or a Disaster Recovery (DR) exercise, should CDSS not have sufficient containers and locks at the Contractor's facility when DD/DR is declared.

EXHIBIT A
(Sample Standard Agreement)

- 4) Should CDSS require the use of loaner containers in order to service CDSS's account, the Contractor will not charge CDSS for the temporary use of such containers. For the purpose of this Agreement, loan is defined as "the temporary transfer of property from one location to another." The loan period would be effective for 15 calendar days from the date the containers are delivered.

d. Quality Control/Records Management

- 1) On request, the Contractor shall provide regular activity reports of all containers, delivery departures/arrivals, identify all persons responsible for actions at the off-site storage facility, and any loading areas or in-transit stopping points.
- 2) Upon two (2) hours' notice from CDSS, the Contractor agrees to provide access to CDSS representatives to any of the Contractor's facilities where CDSS's data is being stored, for audit purposes and to pick up containers. All personnel will be preauthorized by CDSS with the Contractor. CDSS reserves the right to conduct random audits of all media stored at the Contractor's facilities.

e. Transition to New Facility/Contractor

- 1) Should transition to a new facility be required as a result of the bid, the selected Contractor shall, upon award of the Agreement, provide a written transition plan and the necessary Contractor resources to assist CDSS in relocating CDSS's storage containers from the incumbent Contractor's facility(s). The transition period may overlap with the current Agreement, and shall be completed no later than February 28, 2013.
- 2) Prior to the termination or other expiration of this Agreement, each party shall, at no additional cost to CDSS, assist the other in the orderly termination of the Agreement and the transfer of all assets, tangible and intangible, to facilitate the non-disrupted business continuation of each party.
- 3) All CDSS assets, tangible and intangible, will be electronically inventoried by Contractor prior to, and at the conclusion of relocations.
- 4) The Contractor must ensure uninterrupted service during any move to a new location.

EXHIBIT A
(Sample Standard Agreement)

f. Business Continuity

Currently, in preparation of a Declared Disaster (DD), CDSS conducts multiple Disaster Recovery (DR) exercises of critical mainframe applications and several mid-range server exercises. Exercise requirements include the shipment of storage containers from the off-site storage facilities to each CDSS location, as described in the following paragraphs.

1) General Requirements

- a) The Contractor shall have the capability of shipping CDSS's storage container to a CDSS location via air and/or ground transportation. At the time of a DR exercise or DD, CDSS shall designate the mode of transportation the Contractor must use. The Contractor must be prepared to provide either or both modes of transportation for any DR exercise or DD.
- b) Each DR exercise and DD will consist of one (1) shipment out, with one (1) return shipment; for a total of two (2) shipments per DR exercise and/or DD.
- c) The Contractor must maintain current files on ground and air transport carriers (i.e., current schedules, operational hours, precise locations of air carrier drop points, air carrier/cargo contact person's name and phone numbers), and have an account in good standing with transportation carriers to allow a sufficient credit line to charge shipping expenses.
- d) The Contractor will provide ground transportation to and from the airports selected for shipping for all departures and arrivals.
- e) The Contractor shall have backup air and ground transportation plans for use with this Agreement. These plans must include a reasonable estimated timeframe to complete transportation requirements, and in no event shall exceed four (4) hours. The Contractor's backup transportation plans shall be made available to CDSS upon request and may be tested during the duration of this Agreement.
- f) The Contractor shall comply with CDSS's Business Continuity procedures, which includes scheduled exercises of the procedures, and pickup and delivery of containers to and from CDSS's locations.
- g) All requests for reimbursement of air/ground transportation for DR exercises or a DD must be accompanied by an original invoice from the carrier, and will require written validation by CDSS prior to payment.

2) Disaster Recovery (DR) Exercises

- a) Currently, CDSS conducts critical mainframe applications exercises four (4) times per year, and mid-range server applications exercises two (2) times per year, for a total of two (2) exercises. However, the number and scheduling of exercises may vary based on the business needs of CDSS.

EXHIBIT A
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- b) Volumes will fluctuate for each type of exercise. Volumes are identified by open and closed storage for each type of exercise based on the most current information available.
 - c) Storage containers will be shipped via air or ground transportation, at the discretion of CDSS.
 - d) Containers are to be shipped from the Contractor's off-site facility(s) to CDSS's location within three (3) hours. At the conclusion of the exercise, the Contractor is required to pick up the containers from the CDSS location and return the containers to the Contractor's facility(s).
 - e) The Contractor agrees to conduct a functional DR exercise, without prior notification, in order to test compliance with CDSS's Business Continuity Procedures. CDSS reserves the right to observe the Contractor's exercise in process.
- 3) Declared Disaster (DD)
- a) Should a disaster be declared, the Contractor shall ship storage containers to the CDSS location within three (3) hours.
 - b) The Contractor, in conjunction with CDSS, will arrange for on-going off-site storage of containers throughout the duration of the disaster.
 - c) The Contractor agrees to loan CDSS shipping containers at no cost to CDSS for up to 15 calendar days.
 - d) For the purposes of this Agreement, all requirements shall apply for both DR exercises and DDs.
 - e) Containers are to be shipped from the Contractor's off-site facility(s) to the CDSS location. At the conclusion of the exercise, the Contractor is required to pick up the containers from the CDSS location and return the containers to the Contractor's facility(s).

C. Administrative Requirements

1. Standards of Conduct

- a. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for instituting disciplinary action necessary to maintain these standards.
- b. The Contractor will also be responsible for ensuring that its employees do not disturb papers on desks, open desk drawers or cabinets, or use CDSS's telephones and equipment, except as authorized.

EXHIBIT A
(Sample Standard Agreement)

2. Supervision

- a. The Contractor shall arrange for satisfactory supervision of the contract work, and shall bring to the attention of CDSS any problems that should be corrected.
- b. All work shall be performed in a professional manner within the standards of the industry, using proper equipment, methods, and materials. The Contractor will be liable for any damage to the property or its contents through negligence on the part of the Contractor or its staff.

3. Security Requirements

- a. The Contractor must provide express certification that employees who function as those company-insured drivers using company-owned vehicles transporting all storage containers pertaining to the handling of CDSS's account are bondable and submitted to a background and security screening by the hiring Contractor, prior to commencing work on this Contract.
- b. The Contractor must provide three (3) State business days' written notice for scheduled changes in courier drivers. Written notification may be provided via email or hardcopy on company letterhead. No new driver shall be used to service CDSS's account without prior written authorization from CDSS, and as added to the Authorized Courier List. All unauthorized drivers will be denied access and delivery will be refused. The Contractor shall be obligated to return with an authorized driver to CDSS's facility that same business day. Notification should be made to both Primary and Secondary Contacts as follows:

<u>Primary Contact</u>	<u>Secondary Contact</u>
CDSS/DDSD Ruby Chin Contract & Facilities Support Analyst 744 P Street, MS 19-32 Sacramento, CA 95814 Phone: (916) 285-7593 Fax: (916) 285-7652 Email: Ruby.Chin@ssa.gov	CDSS/DDSD Christina Marin Support Services Section Chief 744 P Street, MS 19-32 Sacramento, CA 95814 Phone: (916) 285-7590 Phone: (916) 208-6762 Fax: (916) 285-7652 Email: Christina.J.Marin@ssa.gov

- c. In the event of an unfavorable dismissal of a courier driver, the Contractor shall provide notification before the next scheduled delivery, which includes notice that it was an unfavorable dismissal. Notification under these circumstances must be made via email to the Primary and Secondary Contacts.

4. Confidentiality

All data and information relating to CDSS's operations while under CDSS's control is designated sensitive and/or confidential by CDSS.

EXHIBIT A
(Sample Standard Agreement)

Any information, whether it is physical and/or electronic belonging to, stored at, or transported from CDSS which becomes available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the following minimum procedural requirements:

- a. During the time the Agreement is in effect the Contractor shall ensure that unauthorized persons do not have access to CDSS's data and information.
- b. The Contractor shall advise its employees that while on CDSS's premises any information acquired is to be regarded as sensitive and/or confidential.

CDSS LOCATIONS LIST

	County	CDSS/Disability Determination Service Division Site Addresses	Pickup/Delivery Day
1.	Alameda	DDSD Oakland Branch 1515 Clay Street, Suite 500 Oakland, CA 94612	Thursday
2.	Los Angeles	DDSD LA West/North Branches 3435 Wilshire Boulevard, Suite 1500 Los Angeles, CA 90010	Tuesday
3.	Los Angeles	DDSD Covina Branch 800 South Barranca Avenue, Suite 300 Covina, CA 91723	Thursday
4.	San Joaquin	DDSD Stockton Branch 10100 Trinity Parkway, Suite 200 Stockton, CA 95219	Wednesday
5.	Placer	DDSD Roseville Branch 1640 East Roseville Parkway, Suite 150/175 Roseville, CA 95661	Tuesday
6.	Sacramento	DDSD Central Support Services/Sacramento Branches 2420 Del Paso Road, Suite 150/200 Sacramento, CA 95834	Wednesday
7.	Fresno	DDSD Sierra/Central Valley Branches 1510 East Herndon Avenue Fresno, CA 93720 *will relocate to Clovis in Fall 2013	Wednesday
8.	San Diego	DDSD San Diego/La Jolla Branches 7575 Metropolitan Drive, Suite 300/301 San Diego, CA 92108	Monday
9.	San Diego	DDSD Rancho Bernardo Branch 15333 Avenue of Science, Suite 200 San Diego, CA 92128	Monday
10.	Sacramento	Information Systems Division 744 P Street, MS 9-10-59 Sacramento, CA 95814	Tuesday

OBSERVED STATE HOLIDAYS

#	HOLIDAY	DATE OBSERVED
1.	NEW YEAR'S DAY	JANUARY 1
2.	MARTIN LUTHER KING DAY	3RD MONDAY IN JANUARY
3.	PRESIDENT'S DAY	3RD MONDAY IN FEBRUARY
4.	CESAR CHAVEZ DAY	MARCH 31
5.	MEMORIAL DAY	LAST MONDAY IN MAY
6.	INDEPENDENCE DAY	JULY 4
7.	LABOR DAY	1 ST MONDAY IN SEPTEMBER
8.	VETERAN'S DAY	NOVEMBER 11
9.	THANKSGIVING DAY	4 TH THURSDAY IN NOVEMBER
10.	DAY AFTER THANKSGIVING	4 TH FRIDAY IN NOVEMBER
11.	CHRISTMAS DAY	DECEMBER 25

NOTE: When a State holiday falls on a Sunday, it is observed the following Monday.

EXHIBIT B
(Sample 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):

2012/13	\$TBD
2013/14	\$TBD

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), CDSS agrees to pay the Contractor for said services in accordance with the rates specified.
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
DDSD Central Support Services Branch
744 P Street, MS 19-32
Sacramento, CA 95814
Attn: Invoice Desk

Any invoices submitted without the above referenced information may be returned to the contractor 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

EXHIBIT B
(Sample Standard Agreement)

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.

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
(Sample 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.

EXHIBIT D
(Sample Standard Agreement)

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 subcontractors 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).

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.

EXHIBIT D
(Sample Standard Agreement)

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.

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
(Sample 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 California Department of Social Services, 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 insureds 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.

EXHIBIT E
(Sample Standard Agreement)

- 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.
 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
1. 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 with the original terms of the contract.
 2. 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.
 3. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
 4. 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.
 5. 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.
 6. 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.
 7. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

EXHIBIT E
(Sample Standard Agreement)

C. Confidentiality Requirements

Contractor and its employees agree to comply with CDSS Information Security Precautions/Requirements as described in Exhibit E – Attachment 1.

D. Licenses

Contractor and its employees must have a valid and appropriate California Class C driver's license, which must be maintained throughout the term of the Contract.

E. Disabled Veteran Business Enterprise Subcontractors

1. 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)).
2. 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.
3. 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).

F. Substitution of Subcontractor

Contractor may not substitute any subcontractor without advance written consent of the CDSS.

California Department of Social Services (CDSS) Information Security Precautions/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/ mailing 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	(916) 651-5558
Information Security Officer	(916) 654-0910
California Department of Social Services	iso@dss.ca.gov
744 P Street, M.S. 9-9-70	
Sacramento, CA 95814	
 - f. Cooperate in any investigations of information security incidents.

**California Department of Social Services (CDSS)
Information Security Precautions/Requirements**

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: