

**Employment Development Department
800 Capitol Mall, MIC 62-C
P.O. Box 826880
Sacramento, CA 94280-0001**

Invitation for Bid No. 53146

Bid Due Date: **June 20, 2011**
Time: **3:00 p.m.**

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* View @ <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>
under GTC-610 - Standard Language for use in Standard Agreements.

**STATE OF CALIFORNIA
EMPLOYMENT DEVELOPMENT DEPARTMENT
INSTRUCTIONS TO BIDDERS**

1. **Mandatory Walkthrough**

A **mandatory walkthrough** will be conducted on **Wednesday, May 25, 2011, at 10:00 a.m.** Bidders must arrive no later than 10:00 a.m. and remain throughout the mandatory walkthrough in order to be eligible to submit a quote for this service. For further information you may contact Steve Armstrong at (916) 654-9350.

2. **Submission of Bids**

- a. Failure to read these instructions, the Specifications and the Terms and Conditions included in this bid package will be at the bidder's risk. **Written instruction(s) regarding the submission of bids shall take precedence over any verbal instruction(s).**
- b. Bidders shall complete, sign and return all of the following documents listed below. The exterior of your envelope must clearly be noted: **“INVITATION FOR BID, DO NOT OPEN IN MAIL ROOM, IFB No. 53146.”**
 - Exhibit F Subcontractor's List, 1 copy
 - Exhibit G Noncollusion Affidavit, 1 original signature copy (This must be notarized by a Notary Public.)
 - Exhibit J Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, 1 original signature copy
 - Exhibit K Bidder Declaration, GSPD-05-105, 1 original copy
 - Exhibit L Disabled Veteran Business Enterprise Declaration, STD. 843, 1 original signature copy, if applicable
 - Exhibit M Cost Proposal, 1 original signature copy
 - Bidders who have been certified by the Office of Small Business and DVBE Services shall submit their Certification Reference Number on the attached Cost Proposal.
 - Exhibit N Darfur Contracting Act, 1 original copy of Page 2, if applicable
 - Exhibit O Disabled Veteran Business Enterprise Participation Program Requirement. Contractors are required to return all forms and supporting documents as instructed, if the bid is \$10,000 or more. (Original signature copies.)

Documents must be signed by an authorized representative of the bidder's firm. The forms must be completed in ink or typewritten. If errors are made, they must be crossed out and corrections printed in ink or typewritten adjacent to error. Corrections must be initialed in ink by person signing the bid forms.

- c. The EDD reserves the right to reject any or all bids and may waive any immaterial deviation or defect in the bid. The EDD's waiver of any immaterial deviation or defect shall in no way modify the solicitation documents, or excuse the bidder from full compliance with the solicitation specification if awarded the contract. The EDD is not required to award an agreement.
- d. Bid packages must be received and time stamped in Contract Services Group no later than 3 p.m. on the bid opening date. Signed copies of the sealed bid package are to be mailed or delivered to:

Regular mail:

Employment Development Department
Contract Services Group, MIC 62-C
P.O. Box 826880
Sacramento, CA 94280-0001

Overnight and/or **Express** delivery:

Employment Development Department
Mail Services
800 Capitol Mall, Room 2029
Sacramento, CA 95814
Attn: Contract Services Group, MIC 62-C

Hand delivery:

Employment Development Department
Contract Services Group
722 Capitol Mall
Sacramento, CA 95814
(Drop box located in Lobby – "Contract Services Group Bid Proposals")

Bids received and time stamped after 3 p.m. on the bid opening date will be considered "late" and will be returned to sender.

3. **Online Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Certification Process**

California's SB and DVBE firms can now file their applications and get certified online via the Department of General Services website at <http://www.pd.dgs.ca.gov/smbus/getcertified.htm>. Small Businesses and DVBEs can access the numerous benefits that come along with certification in a more timely and efficient manner.

4. **Replacement of Disabled Veteran Business Enterprise Subcontractors**

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 Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Agreement 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)).

Contractor understands and agrees that should award of this Agreement be based in part on their commitment to use the 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.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10 or PCC § 4110 (applies to public works only).

5. **Award of the Agreement**

- a. Award will be made to the lowest responsible bidder meeting specifications and offering to supply the services described. The firm submitting the lowest responsible bid may be required to submit evidence that they have available, as needed, sufficient resources to provide the necessary equipment and personnel to enable them to meet the requirements of the contract, and may also be required to furnish information as to their financial responsibility.
- b. It is understood and agreed that following the award of the contract, the successful bidder shall agree to comply with all Exhibits attached herein, and provide the required documents requested (i.e., bonds, insurance certificates, etc.) in order for the Employment Development Department (EDD) to complete the execution of a Standard Agreement (STD. 213).

c. **Unjust Enrichment**

Pursuant to Public Contract Code, Section 5110 for a competitively bid public works project where the award is challenged, the contract may be entered into pending final decision of the challenge. If the contract is later determined to be invalid, the Contractor may be paid under the provisions of PCC 5110.

d. **Small Business/Microbusiness (SB/MB) and Small Business/Nonprofit Veteran Service Agency (SB/NVSA) Certification Preferences**

A SB/MB and SB/NVSA Certification Preferences are applicable to the award of this contract.

- (1) Certified SB/MB and SB/NVSAs may claim preference when submitting a bid on this contract. The preference is equal to five (5) percent of the lowest responsible bid. When the lowest responsible bid is not submitted by a certified small business, the preference becomes applicable. Please note that the preference is used for computation purposes only (to a maximum amount of \$50,000) in determining the successful bidder. It does not alter the amount of the resulting contract.
- (2) To learn more about the SB/MB and SB/NVSA Preference Programs and how your business might qualify, contact the Office of Small Business and DVBE Services at (916) 375-4940.

e. California Certified Small Business Subcontractor Preference

A five percent (5%) bid preference is available to a non-small business claiming twenty-five percent (25%) California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the bid response must include a list of the small business(es) with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the net bid price with one or more California certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

The required list of California certified small business subcontractors must be attached to the bid response and must include the following: 1) subcontractor name; 2) address; 3) phone number; 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor (*See Page 3 of the Cost Proposal*).

Bidders claiming the five percent (5%) preference must commit to subcontract at least twenty-five percent (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 no later than 5:00 p.m. on the bid due date, and the Office of Small Business and DVBE Services must be able to approve the application as submitted. Questions regarding certification should be directed to the Office of Small Business and DVBE Services at (916) 375-4940.

6. Rejection of Bids

- a. If the bid is received after the **exact time and date** as stipulated in the IFB package, the proposal shall be rejected.
- b. If it is found that a bidder is not responsible (i.e., has not paid taxes; has no business license; has submitted a bid when the bidder's license is suspended on the date of the bid opening and/or award of the contract, or during the proposed term of the Agreement; submitted a bid without an authorized signature; falsified any information in the proposal package or has provided poor performance on a previous contract with EDD, etc.), the proposal shall be rejected.
- c. If it is found, upon license verification with the Contractor's State Licensing Board, that a bidder's license is suspended on the date of the bid opening and/or award of the contract, or during the proposed term of the Agreement, the proposal shall be considered nonresponsive and shall be rejected.
- d. The EDD, as defined in Public Contract Code Section 6108, shall not award a public works or purchase contract to a bidder or Contractor, nor shall a bidder or Contractor be eligible to bid for or receive a public works or purchase contract, who in whole or in part, used forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of forced labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor.
- e. The EDD reserves the right to reject any and all bids, and to waive minor irregularities in bids received.

7. **Subcontractors**

Unless described in the bid, the Contractor may not subcontract any work without the express written approval of EDD (including subcontracting with temporary service agencies). If it is anticipated that subcontractors will be used, the bid must include the name(s) of person(s) or firm(s), and must specify the portions and monetary percentages of the work to be done by them. The contractor shall be solely responsible for fulfilling the requirements of the bid.

8. **Subcontractors Substitution**

If EDD gives written approval to subcontract, the Public Contract Code, Section 4107 authorizes an awarding authority to consent to substituting a subcontractor when the subcontractor listed in the bid fails or refuses to execute a written contract for the Scope of Work specified in the subcontractor's bid, and at the price specified in the subcontractor's bid.

9. **Temporary and Leased Workers on Public Works Contracts**

Contractors and subcontractors performing public works services are required to comply with all applicable laws and regulations including, but not limited to, requirements contained in California Labor Code, Section 1780 related to temporary and leased workers. Any person acting on behalf of the State, or any political subdivision, or any Contractor or subcontractor or agent or representative thereof, doing any public work who places any order for the employment of a workman on public work where the filling of the order for employment involves the charging of a fee, or the receiving of a valuable consideration from any applicant for employment is guilty of a misdemeanor. Contractors and subcontractors shall also comply with California Unemployment Insurance Code provisions regarding the use of temporary or leased workers in the construction trades.

10. **Payment**

California Revenue and Taxation Code, Section 18646 requires state agencies to file information tax returns (IRS Form 1099) for certain types of payments made to vendors. The successful bidder will be required to complete and submit a form STD. 204, Payee Data Record, to EDD before processing payment for services.

Upon completion of the work in a manner satisfactory to EDD, EDD agrees to make payments in accordance with the contract provisions.

11. **Negotiating State Contracts**

This solicitation and any resulting contract shall be subject to all requirements set forth in California Public Contract Code, Section 6611. The Department of General Services may negotiate contracts for goods, services, information technology and telecommunications if it is determined to be in the state's best interest.

12. **California Taxpayer and Shareholder Protection Act of 2003**

This solicitation and any resulting contract are subject to all requirements as set forth in California Public Contract Code, Section 10286 which includes, but is not limited to, providing written submission of a declaration stating that the supplier is eligible to contract with the State of California pursuant to statutory requirements. Failure of the supplier to comply with and provide information, when requested by the awarding department within the time

indicated, will cause the supplier's bid response to be considered nonresponsive and their bid will be rejected.

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 California Business and Professions Code Section 17030.

14. **Special Accommodations**

For individuals who need assistance due to a physical impairment, EDD will provide a reasonable accommodation upon request for the mandatory walkthrough. An Individual who needs a reasonable accommodation must call Steve Armstrong at (916) 654-9350 to arrange for a reasonable accommodation no later than the fifth working day prior to the scheduled date and time of the mandatory walkthrough.

15. **Declaration Forms**

All bidders must complete the Bidder Declaration GSPD-05-105 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 Disabled Veteran Business Enterprise Declaration (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). All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). The completed form should be included with the bid response. At the State's 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.

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. This Agreement is entered into by and between the Employment Development Department, hereinafter referred to as EDD, and (*Successful Bidder*), hereinafter referred to as Contractor, for the purpose of providing security system maintenance and repair services.
2. The services shall be performed at the EDD Central Office complex located at 722/800 Capitol Mall and 750/751 N Street, Sacramento, CA 95814.
3. The services shall be provided in accordance with Attachment A-1 Specifications.
4. The project representatives during the term of this Agreement shall be:

<u>State Agency</u> Employment Development Department Attn: Steve Armstrong 800 Capitol Mall, MIC 62-4 Sacramento, CA 95814 Phone: (916) 654-9350	<u>Contractor:</u> Name: (<i>Successful Bidder</i>) Attn: Phone:
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5. Pursuant to 19130 (b), Standards for Use of Personal Service Contract, personal services contracting shall be permissible when specific conditions are met. In accordance with 19130(b), item 8. The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the State where the services are to be performed. There are no known State classifications that can provide this service. Therefore, EDD shall secure the service through contracting.

ATTACHMENT A-1

SPECIFICATIONS

SECURITY SYSTEM MAINTENANCE AND REPAIR

EMPLOYMENT DEVELOPMENT DEPARTMENT

Central Office Complex at 722/800 Capitol Mall

And 750/751 N Street, Sacramento, Ca 95814

I. GENERAL

Contractor shall furnish all labor, materials, tolls and equipment, hold appropriate licensing and permits, pay all taxes, permits, and/or inspection fees necessary to provide on site routine maintenance and repair services for the integrated security system installed at EDD Central Offices complex located at **722/800 Capitol Mall and 750/751 N Street, Sacramento, Ca 95814**, in accordance with these specifications. Contractor shall provide standard service software support for the EDD Software Hose CCURE 800 Security System Software. Software support shall include:

- Customer Software support Monday through Friday 8A.M. to 5P.M. PST.
- Software maintenance and/or enhancement release updates
- Firmware maintenance and/or enhancements release updates for the Advanced Processing Controller (ISTARS) panel(s) installed at EDD Central Office Complex.
- Provide updated documentation as appropriate.
- Contractor will provide trained personnel in Software House CCURE 800 to complete all work.
- Contractor will provide timely service & emergency service as outlined in the scope of work.

II. SCOPE OF WORK/SPECIFICATIONS

- A. The intent of this agreement is for the Contractor to provide security system maintenance and repair, service calls, scheduled at times mutually agreed upon between both parties. Maintenance shall include all hardware, in part or as a system, to include but not limited to the following:
- B. Contractor will be expected to provide any or all of the following during the term of this Agreement.
- Any door hardware associated with the Security System
 - Card Readers
 - Electrified Strikes
 - Electric Door Locks
 - Power Supply's
 - Transceivers
 - Transformers

- Power Transfer hinges
 - Request to Exit Devices
 - Personality Modules
 - Proximity Access Cards
 - ISTARs Panel (s)
 - Printers
 - All Printer Accessories (Ink, cleaning supplies ETC)
 - Card Stock ie: HID UltraCard CR79/CR80 PVC Cards
 - Maintenance/Repair of EDD'S monitoring station and Host PC
 - Maintenance/Repair of 5 DVR'S
 - Maintenance/Repair of EDD'S Camera's
 - Installation of future DVR'S either additional or replacement ones
 - Installation of future Camera's either additional or replacement ones
 - ISTARs backup batteries
- C. Contractor will be expected to test ISTARs panel(s) for proper operation including:
- Complete functional test of all components and modules
 - Emergency power switch over; and
 - Battery conditions
- D. Contractor must be authorized by Software house to provide system software maintenance in order to maintain the existing software. Under this agreement, the Contractor agrees to provide necessary software maintenance for the **EDD'S CCURE 800 Security Management System**.
- E. Contractor agrees maintenance and repairs are to be performed on site. In the event that this cannot be done; Contractor shall provide written justification, to EDD'S sole satisfaction, for the need to remove equipment. Written approval must be obtained from the Contract Manager prior to removal of any equipment.
- F. Contractor shall not assign or sublet any work covered by this Agreement.
- G. Normal service response times shall be 2 hours or better.
- H. Contractor shall have facilities located in the greater Sacramento/Northern California Area to facilitate prompt response for service/repair calls.
- I. Contractor shall attach stickers to all equipment after maintenance or repairs are performed. The sticker shall include the Contractors name, with the initials and/or signature of the technician who performed the maintenance, and the date that the service was performed.
- J. When service is performed-technician shall leave a signed work order with contact manager or designee, listing each component checked and its serviceability, any corrections made on-site. If repair cannot be made on date specified an estimated date of a return visit shall be noted. Reports are to show the exact location and address or device number of corrected or reported deficiencies.

- K. Contractor shall provide trained personnel in Software house CCURE800 to complete all work.
- L. Contractor shall agree all replacement parts are to be new, if available; reconditioned or rebuilt replacement parts are acceptable providing they meet or exceed the manufacturer's original specifications. All replacement parts shall be under warranty for a minimum of one year.
- M. Contractor shall be responsible for Costs for travel time to site.

III. **EDD RESPONSIBILITIES**

EDD shall permit and arrange for access to the equipment during EDD's normal business hours for Contractor's maintenance personnel to perform the services described herein.

EDD normal business hours shall be Monday through Friday between 8:00A.M. and 5:00P.M., PST, excluding State observed holidays.

IV. **MINIMUM QUALIFICATIONS**

- A. Failure to satisfy all of the minimum qualifications based on EDD's sole and exclusive judgement will result in the immediate rejection of the bid.
- B. Contractor must possess either at time of bid submittal and for the duration of the contract, a valid, current C-10, or applicable specialty license's issued by the California Contractor's State License Board, for the type of work to be performed.
- C. Contractor must be able to provide 24-hour emergency service.
- D. Contractor must have replacement door hardware parts and Software House Advance Processing Controller panes in stock, or be able to obtain them within 24 normal business hours from the time the request for service/repair is made.
- E. Contractor must meet all requirements and provide the supportive documents as requested.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

Invoicing and Payment

- A. Should the amount allotted for this Agreement be expended prior to the end of the terms stated, the contract shall be considered terminated. The total amount of this Agreement shall not exceed Seventy Five Thousand Dollars and No Cents (\$75,000.00). Labor shall be paid at XXXX Dollars and No Cents (\$XX.XX) per hour.
- B. Contractor shall be paid on an Hourly Basis. The hourly amount indicated will be full compensation for all labor, tools, equipment, overhead, vehicle usage, wear and tear of tools, etc. for each task. **No overtime charges will exceed time and a one half.** All travel costs (travel time, mileage, and per diem) associated with work accomplished in this Agreement are to be included in the hourly bid. **All travel time will be at Contractor's expense.** All employees shall be paid at prevailing wage.
- C. One copy of the DETAILED invoice shall be submitted to the EDD Representative/Contract Monitor after satisfactory completion or acceptance of individual tasks. Invoices shall include itemization of hourly labor and material costs. MATERIAL COSTS MAY REFLECT UP TO A 15% CONTRACTOR MARK UP. Invoices shall have receipts attached for any materials charged to EDD. Individual invoices shall be submitted, in arrears, bearing the contract number. Small business contractors must indicate Certified Small Business status and ID number on each invoice. Mail invoices to the following:

**Employment Development Department
800 Capitol Mall, MIC 62-4
Sacramento, Ca 95814
Attn: Steve Armstrong**

- D. Repair costs must first be approved by the EDD Representative. Repair costs identified as outside day to day maintenance and repair services are to be submitted to the EDD Representative in writing and should include specifications of work needing to be completed and detailed cost estimate.
- E. Contractor will be paid a minimum of "ONE HOUR" for office maintenance duties.
- F. Where a certain quantity of material is specified and materials are to be selected by EDD, it is understood if the quantity is over or under, an addition or deduction in agreement cost may be made.

**EXHIBIT B
(Standard Agreement)**

Budget Contingency Clause

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative 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.

This agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government or by the State of California for the Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Agreement in any manner.

EDD has the option to terminate the agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

California 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.

**EXHIBIT D
(Standard Agreement)**

TERMS AND CONDITIONS

1. Advance Work

Should the Contractor begin work before receiving a copy of the approved Agreement, any work performed before approval shall be considered as having been done at the Contractor's own risk and as a volunteer.

2. Licenses and Permits

Prime Contractor must have a valid C-10 license. Licenses and permits required shall be furnished by the Contractor in accordance with applicable local ordinances, and State and Federal laws regarding labor on public buildings and specifications contained in this Agreement. Should any specification in the Agreement fail to comply with such ordinances and laws, the Contractor shall be required to comply with such statutes at no extra cost to Employment Development Department (EDD).

3. Public Convenience and Interference with Office Operation

The Contractor shall make provisions to accomplish the work of this Agreement without undue interference to the occupants of the building and building operations. Corridors and entrances for use of occupants and reasonable access thereto shall be kept clear of building materials, equipment, refuse, etc. The Contractor shall be required to give the occupants reasonable notice when work is to be done.

Noisy motors, cutting, drilling, and fastening equipment must be operated with minimum disturbance to the occupants of the building or adjacent buildings; however, EDD will not require overtime for such work unless specifically stated in this Agreement.

4. Interpretation of Plans and Specifications

The Contractor shall give his personal supervision to the work or employ a competent authorized representative satisfactory to EDD who shall be present at all times at the site while work is in progress.

Should there arise any error, discrepancy or doubt as to the intent and purpose of these plans and specifications, the Contractor shall immediately refer the same to EDD for further instructions before proceeding with the work affected. Disputes in the interpretation of the plans and specifications shall be decided by EDD, whose decision shall be final.

The Contractor shall establish exact layouts, locations, lines and elevations of work in relation to existing work. The Contractor shall obtain and verify measurements for new work.

**EXHIBIT D
(Standard Agreement)**

5. Materials

All materials shall be new, unless otherwise specified, and of good quality, free from damage or defect. Where a particular brand is specified, the specified brand is to be regarded as standard. Should it be desired to use some other brand than that specified as a standard, application must first be made in writing to EDD, indicating the difference in cost in each case, and written approval obtained, otherwise what is specified must be furnished.

Where a certain quantity of material is specified and materials are to be selected by EDD, it is understood that if the quantity is over or under, an addition or deduction in Agreement cost will be made.

After completion and acceptance of the work by EDD, all materials furnished and workmanship under this Agreement shall be fully guaranteed by Contractor against defects for a period of one year unless otherwise specified herein.

Charges for extra work or materials will not be allowed unless the same has been approved in writing by an authorized employee of EDD, Business Operations Planning and Support Division, and if required, the approval of the Department of General Services.

Unless otherwise specified herein, all material to be furnished under this Agreement shall become the property of EDD upon completion.

6. Asbestos Materials

If the work performed hereunder disturbs materials which may contain asbestos, Contractor shall follow guidelines in Appendix G, Section 1926.58 of the OSHA Federal Construction Industry Code, and Asbestos Regulations Section 5208, General Industry Safety Order, Title 8, California Administration Code, which may be obtained by contacting CAL OSHA.

7. Preservation and Cleanup

Contractor shall keep site clean as work progresses. Upon completion of the work, all surfaces including glass involved in this project shall be cleaned of any foreign material due to work performed. Contractor shall be responsible for the daily removal from the worksite of all rubbish incidental to the work. Any cost involved for hauling or dumping shall be paid by the Contractor.

Waste materials, both new and old, shall be removed from the work area daily and disposed of by the Contractor. If waste storage space is available, the Contractor may utilize such facilities with prior approval of EDD and only under the conditions established by EDD.

The Contractor's employees, equipment, building materials, etc. shall be restricted to the immediate area of construction.

**EXHIBIT D
(Standard Agreement)**

8. Use of State Facilities

Water, electric light, power, and toilet facilities at the worksite are available free of charge. Toilet facilities shall be kept clean at all times and shall comply with requirements and restrictions at the worksite. Interruptions to any service for the purpose of making or breaking a connection shall be made only after consultation with the Project Manager, and shall be at such time and of such duration as may be directed. Contractor shall make necessary provisions as required to maintain existing services to occupied areas of the building.

Contractor shall provide adequate dust covers, temporary dust barriers, and pads to protect equipment, furnishings, and elevators during dusty operations or where damage could occur. Contractor shall provide chemically treated walk-off mats, to be changed whenever directed by the Project Manager.

9. Inspection of Services

All services shall be subject to inspection by the Project Manager at any and all times during the performance thereof and at the completion of the work. If the Project Manager determines that the services or materials furnished are not in accordance with the terms and conditions described herein, the Project Manager may at his/her option have the work performed by others charging the Contractor with any cost occasioned thereby.

10. Liability of Contractor

All work performed under this Agreement shall be at the risk of the Contractor until fully accepted by the Project Manager.

Until final acceptance of the work, the Contractor shall have the charge, care, and sole responsibility of the work, and shall bear the risk of injury or damage to any part thereof by the action of the elements or any cause whether arising from execution or nonexecution of the work. The Contractor shall bear all expense to restore damages occasioned by any of the above actions resulting from the injuries or damages sustained or arising from the construction of this work or the consequences thereof. EDD may retain so much of the money due the Contractor as shall be considered necessary until final disposition has been made of such suits or claims to protect persons and property from injury or damage. EDD assumes no liability for Contractor's equipment or material.

11. Loading - Unloading

The Contractor may utilize EDD's designated loading area only long enough to deliver materials and equipment. Vehicles that remain at the designated loading area are subject to being towed away.

**EXHIBIT D
(Standard Agreement)**

12. Labor Code Compliance

In accordance with the provisions of Section 1773 of the Labor Code, EDD has ascertained that the general prevailing rate of wages applicable to the work to be done is as follows:

GENERAL PREVAILING WAGE RATES - APPLICABLE TO WORKSITE LOCATION.

The general prevailing rate of wages tabulated hereinafter for the county in which the work is to be done has been obtained from the Department of Industrial Relations by EDD. Included therein are employer payments for health and welfare, vacation, pension, apprenticeship or other authorized training programs, and similar purposes. Holidays shall be as defined in the collective bargaining agreement applicable to the labor classification(s) employed on the project.

Prevailing Wage Rates are on file with:

Employment Development Department
Steve Armstrong
Facilities Representative
(916)654-9350
or at the Department of Industrial Relations
(www.dir.ca.gov)

Contractor hereby certifies the following (a through g):

- a. Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this contract.
- b. It is hereby mutually agreed that the Contractor shall forfeit to the State a penalty of Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each worker paid by him/her, or Subcontractor under him/her, less than the prevailing wage so stipulated. In addition, the Contractor further agrees to pay each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.
- c. It is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week, and the Contractor shall forfeit, as a penalty to the State, twenty-five Dollars (\$25.00) for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day, or more than forty hours in any calendar week in violation of Labor Code Sections 1810-1815, inclusive.

**EXHIBIT D
(Standard Agreement)**

- d. Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered.
- e. The contractor and each subcontractor must comply with the requirements of the Labor Code Section 1777.5 and any related regulations regarding the employment of registered apprentices.
- f. Each contractor and subcontractor shall comply with the Labor Code Section 1776 regarding record keeping.
- g. The contractor is aware of and shall comply with all applicable laws and regulations of Sections 1770 and 1773 of the Labor Code regarding prevailing wages.

13. Use of Subcontractors

The Contractor shall provide the following information using the Subcontractor's List (a) the kind of work to be performed, (b) the name and business address of each Subcontractor who will perform work or labor, render service or provide temporary employees or labor, in an amount in excess of one-half of one percent of the total Agreement, and (c) the percentage of work to be done by each Subcontractor.

14. Assignment of Antitrust

The Contractor offers and agrees and will require all of his Subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15), or under the Cartwright Act (Chapter 2, {commencing with Sec. 16700}, Part 2, Division 7, of the Business and Professions Code), arising from purchases of goods, services, or material pursuant to the Public Works Agreement or the subcontract. The assignment made by the Contractor and all additional assignments made by Subcontractors and suppliers shall be deemed to have been and will become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment or the necessity of tendering to the awarding body any written assignments.

If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code Sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of a recovery, including treble damages, attributable to over charges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code Sections 4550-4554, if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

EXHIBIT D
(Standard Agreement)

15. Standards

Construction shall be completed in compliance with the related plans and specifications, and shall comply with all applicable codes, regulations, and ordinances. For final acceptance, all construction shall be complete, ready for occupancy, all equipment installed, connected and in operating condition, and all utility connections completed and accepted by the authority having jurisdiction.

16. Changes

Changes or extra work or omissions may be ordered by EDD, without voiding the original Agreement. Contractor shall provide EDD with an estimated cost for changes to the Agreement. Change(s) shall be made only by a written change order prepared and approved by EDD. Change(s) must be approved before Contractor may begin the work involved.

17. Correction of Work

Before final payment, the Contractor at his own expense must promptly correct work that does not comply with the requirements of this Agreement. The Contractor shall also bear all expenses involved in making good all damages or destruction caused to the work of other Contractors in making such replacement.

18. Faulty Materials and Workmanship

The final payment shall not relieve the Contractor of responsibility for faulty materials or workmanship. Unless otherwise specified, Contractor shall remedy any defect due thereto, and pay for any damage to the other work resulting therefrom, which shall appear within a period of one year from the date of acceptance of the work.

19. Guarantees

Besides specific guarantees required elsewhere, the Contractor shall guarantee the work in general for one year from the date of acceptance of the work.

20. Salvaged Items

All salvageable items removed in the work may be reused in the work wherever they meet the requirements called for. All salvageable items of value as determined by EDD and not reused in the work shall remain the property of EDD, and shall be stored as directed by the Project Manager.

21. Acceptance of Work

No payment shall become due until final inspection and **acceptance is made by** EDD. If required, the Contractor shall furnish to EDD an affidavit showing full payment has been made by the Contractor for all labor and materials required by this Agreement.

**EXHIBIT D
(Standard Agreement)**

22. Payment Bond

Contractor shall provide a Payment Bond to accompany contracts, STD. 807, in a sum not less than **100%** of the total amount payable under the terms of this Agreement, if the Agreement exceeds \$5,000. A public works contract is defined as “an agreement for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.” (PCC, Subsection 1101, SCM 10.05)

23. Insurance Requirements

Contractor agrees the insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time during the term of this Agreement, Contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as outlined below for not less than the remainder of the term of this Agreement, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, EDD may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

Contractor shall display evidence of the following coverage on an ACORD certificate:

- A. **General Liability Insurance** - Contractor shall furnish to EDD a certificate of insurance prior to commencement of work stating there is general liability insurance in effect for the Contractor in an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined.

The certificate of insurance must include the following provisions stating:

The insurer shall not cancel the insured's coverage without 30 days prior written notice to EDD; and

The State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for EDD under this contract.

- B. **Automobile Liability Insurance** - The Contractor shall furnish to EDD a certificate of insurance evidencing automobile liability insurance presently in effect for the Contractor of not less than \$1,000,000 per accident while utilizing a motor vehicle in the performance of this contract. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non owned motor vehicles.
- C. **Workers' Compensation and Employer's Liability Insurance** - The Contractor shall furnish to EDD a certificate of insurance evidencing Workers' Compensation and Employers Liability Insurance presently in effect with limits not less than \$1,000,000 by an insurance carrier licensed to write Workers' Compensation insurance in

**EXHIBIT D
(Standard Agreement)**

California. Such certificate shall include the name of the carrier and the policy inception and expiration dates. If the Contractor is self-insured for Workers' Compensation, a certificate must be presented evidencing Contractor is a qualified self-insurer in the State of California.

25. Employment of Undocumented Aliens

In accordance with Section 6101 of the Public Contract Code, no state agency or department, as defined in Section 10335.7, that is subject to this code, shall award a public works or purchase contract to a bidder or contractor, nor shall a bidder or contract be eligible to bid for or receive a public works or purchase contract, who has, in the preceding five (5) years, been convicted of violating a state or federal law regarding the employment of undocumented aliens.

26. Termination

This Agreement may be terminated by EDD giving written notice 30 days prior to the effective date of such termination.

27. Workforce Investment Act

Contractor agrees to conform to nondiscrimination provisions of the Workforce Investment Act (WIA) and other federal nondiscrimination requirements as referenced in 29 CFR, Part 37.

EXHIBIT E

AGREEMENT NUMBER

M

REGISTRATION NUMBER

SAMPLE

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

STATE AGENCY'S NAME

Employment Development Department

CONTRACTOR'S NAME

Successful Bidder

2. The term of this Agreement is: June 15, 2011 through June 14, 2014

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

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	1 Page
Attachment A-1 - Specifications	3 Pages
Exhibit B - Budget Detail and Payment Provisions	1 Page
Exhibit C* - General Terms and Conditions	GTC 306
Exhibit D - Special Terms and Conditions	8 Pages
Exhibit E - Subcontractor's List	1 Page
Exhibit F – Standard California Nondiscrimination Construction Contract Specifications	2 Pages
Exhibit G – Noncollusion Affidavit	1 Page

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

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

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Successful Bidder

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Employment Development Department

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

California Department of General Services Use Only

Exempt per:

EXHIBIT F SUBCONTRACTOR'S LIST

Listed hereinafter are the names and addresses of all Subcontractors who will be employed on the project and the portion of the work each subcontractor will perform. Temporary employee and labor contractors are considered subcontractors and, therefore, are included. Material vendors, however, are excluded. *(If there are no subcontractors, enter none.)*

Kind of Work	Name and Address of Subcontractor	Percentage of Work	License Number

If additional space is needed, attach a separate sheet to the contract.

NOTE: Contractor must complete this page as necessary and return it with the Bid Proposal Form.

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

STATE OF CALIFORNIA)
)SS
COUNTY OF _____)

_____, being first duly sworn, deposes and
(name)
says that he or she is _____ of
(position title)
_____,
(bidder's firm name)

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

DATED _____ By _____
(principal who will sign the contract)

Subscribed and sworn to before me on

(Notary Public)

(Notarial Seal)

EXHIBIT H

STATE OF CALIFORNIA

STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION CONTRACT SPECIFICATIONS (GOVERNMENT CODE, SECTION 12990)

IFB No. 53146

Page 1 of 2

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

1. As used in the specifications:
 - a. **“Administrator”** means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing (DFEH), or any person to whom the Administrator delegates authority;
 - b. **“Minority”** includes:
 - (i) **Black** (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);
 - (ii) **Hispanic** (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish derived culture or origin regardless of race);
 - (iii) **Asian/Pacific Islander** (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and
 - (iv) **American Indian/Alaskan Native** (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).
2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of \$5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.
3. The contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through (e) of these specifications.
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Government Code, Section 12990, or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under Steps a. through e. below:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all leadpersons, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Provide written notification within seven days to the director of DFEH when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.

**STANDARD CALIFORNIA NONDISCRIMINATION
CONSTRUCTION CONTRACT SPECIFICATIONS
(GOVERNMENT CODE, SECTION 12990)**

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- d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general leadpersons, on-site leadpersons, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
 - e. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.
7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.
 8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (Gov. Code Section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
 9. Establishment and implementation of a bona fide affirmative action plan pursuant to Section 8104(b) of this Chapter shall create a rebuttable presumption that a contractor is in compliance with the requirements of Section 12990 of the Government Code and its implementing regulations.
 10. The Contractor shall not use the nondiscrimination standards to discriminate, harass or allow harassment against any person because of race, color, religious creed, sex, national origin, ancestry, disability (including HIV and AIDS), medical condition (cancer), age, marital status, or denial of family and medical care leave and denial of pregnancy disability leave.
 11. The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code Section 12990.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.
 13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g., mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

EXHIBIT I

PAYMENT BOND TO ACCOMPANY CONSTRUCTION CONTRACT

(CIVIL CODE SECTION 3247)

BOND NO. _____

The premium on this bond is _____ for the term _____

Know All Men By These Presents:

That The State of California, acting by and through the _____

has awarded to _____ whose address

(CONTRACTOR/PRINCIPLE)

is _____ as Principle, a contract for the work described as follows:

WHEREAS, The provisions of Civil Code Section 3247 require that the Principle file a bond in connection with said contract and this bond is executed and tendered in accordance therewith.

NOW THEREFORE, Principle and _____, a corporation organized under
(SURETY)

the laws of _____, and authorized to transact a general surety business in the State of California, as Surety, are held and firmly bound to the People of the State of California in the penal sum of _____ (_____), for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

1. That if said Principle or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principle and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the Surety herein will pay for the same, otherwise this obligation is to be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.

2. This bond shall insure to the benefit of any persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

3. The aggregate liability of the Surety hereunder, including costs and attorney fees, on all claims whatsoever shall not exceed the penal sum of the bond in accordance with the provisions of Section 996.470(a) of the Code of Civil Procedure.

4. This bond is executed by the Surety, to comply with the provisions of Chapter 7, Title 15, Part 4, Division 3 of the Civil Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.

5. This bond may be cancelled by the Surety in accordance with the provisions of Section 996.310 et seq. of the Code of Civil Procedure.

6. This bond to become effective _____

(NAME OF SURETY)

(ADDRESS)

I certify (or declare) under penalty of perjury that I have executed the foregoing bond under an unrevoked power of attorney.

Executed in _____ on _____
(CITY AND STATE) (DATE)

under the laws of the State of California.

(SIGNATURE OF ATTORNEY IN FACT)

(PRINTED OR TYPED NAME OF ATTORNEY IN FACT)

EXHIBIT J

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS WHICH
ARE AN INTEGRAL PART OF THE CERTIFICATION.)**

1. The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules and implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the List of Parties Excluded From Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

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?
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>

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

BIDDER DECLARATION Instructions

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

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

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

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

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

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

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

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

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

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

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

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

2. (continued) Column Labels

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

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

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

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

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

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

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

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

Enter “N/A” if the:

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

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

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

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

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

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

SECTION 1

Name of certified DVBE: DVBE Ref. Number:

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

Solicitation/Contract Number: SCPRS Ref. Number:
(FOR STATE USE ONLY)

SECTION 2

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

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

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

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

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

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

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

Firm/Principal Phone: Address:

SECTION 3

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

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

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

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

(Printed Name) (Signature) (Date Signed)

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

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

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



COST PROPOSAL

The undersigned Contractor hereby proposes to furnish all labor, materials, tools and equipment, and hold licenses necessary to provide on-site maintenance & repair services for the integrated security system installed at the EDD Central Office Complex located at 722/800 Capitol Mall and 750/751 N Street, Sacramento, CA 95814 for a period of three years, in accordance with the specifications and provisions received with the IFB, for the **total hourly rate** of _____ Dollars (\$ _____).

Yes No Budget Detail Attached

Overtime charges shall not exceed time and one half.

Bidder's Firm Name (DBA) _____

Business Address _____

City/State _____ ZIP _____

Telephone Number (_____) _____ FAX Number (_____) _____

E-Mail Address _____

Type of Business: Individual Partnership Corporation Association

Contractor's Federal ID Number (preferred) or SSAN _____

California Employer Account Number _____

Contractor's License Number _____ Expiration Date _____ Class _____

The Contractor certifies under penalty of perjury the accuracy of his/her license number, class, and expiration date. **(A bid which does not contain the above information, or if the information is later proven false, shall be considered nonresponsive and rejected by the State agency.)**

Small Business (SB)/Nonprofit Veteran Service Agency* Yes No

Small Business (SB)/Microbusiness Certification* Yes No

Certified Disabled Veteran Business Enterprise* Yes No

*If claiming any of the preferences above, provide your Office of Small Business and DVBE Services Certification Reference Number _____.

Principal who is authorized to bind the bidder:

_____	_____
Typed Name	Title
_____	_____
Signature	Date

Contractor's contact person shall be: _____
Name and Phone Number

All quotes are due no later than **3 p.m., June 20, 2011.**

ATTENTION ALL BIDDERS

A. Federal Employer ID Number or Social Security Account Number (SSAN)

Title 2, California Code of Regulations Section 8117.5 requires that all contracting State agencies provide the Department of Fair Employment and Housing the Federal Employer ID Numbers of all vendors awarded State contracts in excess of \$5,000. Additionally, the Federal Internal Revenue Code requires the State to report certain payments to individuals. Accordingly, you must provide your Federal Employer ID Number or Social Security Account Number (SSAN) in the space provided.

B. California Employer Account Number

The number California employers use to report their Unemployment Insurance, Disability Insurance, and Personal Income Tax payments to the State of California.

C. Original Signature Requirement on Bids

This is to remind bidders that bids must have an original signature, in ink, to be accepted by this office. If bids do not have an original signature in ink, they shall be considered nonresponsive and rejected. Signature stamps are NOT acceptable.

DARFUR CONTRACTING ACT

Effective January 1, 2009, procurements for Non-Information Technology (Non-IT) goods or services must address the requirements of this Act. The Act is intended to preclude State agencies generally from contracting with *SCRUTINIZED* companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

A *SCRUTINIZED* company is a company doing specified types of business in Sudan as defined in Public Contract Code section 10476. *SCRUTINIZED* companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for Non-IT goods or services (Public Contract Code section 10477(a)). Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a *SCRUTINIZED* company in order to submit a bid or proposal to a State agency. A *SCRUTINIZED* company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code section 10477(b).

If your company, within the previous three years, had any business activities or other operations outside of the United States, you need to complete the Darfur Contracting Act Certification. This applies regardless of the procurement approach, method, or solicitation format used including, but not limited to: Formal Bids, Informal Bids, Request for Proposals, Invitation for Bids, Non-Competitive Bids, the SB/DVBE Option, and under \$5,000 fair and reasonable pricing.

DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code, Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do not need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor 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>	

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code, Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code, Section 10476, but we have received written permission from the Department of General Services 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.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

EXHIBIT O

DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION (DVBE) PROGRAM REQUIREMENTS

PLEASE READ THESE INSTRUCTIONS CAREFULLY

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENTS

1. California DVBE Program Requirement

The State has established goals for DVBE participation in State contracts. For this procurement the participation goal is a minimum of 3% of the total contract dollars spent be awarded to a certified Disabled Veteran Business Enterprise (DVBE). . The Std. 840, the Documentation of Disabled Veteran Business Enterprise Program requirements, is available at the following website <http://www.documents.dgs.ca.gov/osp/pdf/std840.pdf>, the Std. 840A, is for the Additional Disabled Veteran Business Enterprise Contacts, the form is available at the following website <http://www.documents.dgs.ca.gov/osp/pdf/std840.pdf>, and the Std. 843, and the DVBE Declarations is available at the following website <http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf>. These forms are to be completed and returned with the company's bid.

2. The DVBE Incentive Program has been waived for this solicitation.

Please contact the EDD DVBE Advocate, Sheri Larson:

- If you need the instructions and forms mailed to you
- For assistance related to DVBE requirements for this bid package

Sheri Larson

Employment Development Department
Contract Services Group, MIC 62-C
P.O. Box 826880
Sacramento, CA 94280-0001
Phone Number: (916) 653-2337
E-mail: slarson@edd.ca.gov