

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

Invitation for Bid No. 58546

Bid Due Date: November 30, 2012
Time: 3 p.m.

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*View @ www.ols.dgs.ca.gov/Standard+Language/default.htm

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

1. **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 in the self-addressed envelope included in this bid package. The exterior of your envelope must clearly be noted: **“INVITATION FOR BID, DO NOT OPEN IN MAIL ROOM, IFB No. 58546”**
- 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 L Darfur Contracting Act, 1 original copy of Page 2, if applicable
 - Secretary of State Certification of Status, is required if your company is a Corporation, Limited Liability Company (LLC), or Limited Partnership (LP). (*Refer to Item 16, Registered To Do Business in California of these Instructions For Bidders*).
 - Exhibit M Disabled Veteran Business Enterprise Requirements. If applicable.
 - Exhibit N Cost Proposal, 1 original signature copy
- Bidders must be certified by the Office of Small Business & DVBE Services, and submit their Certification Reference Number on the attached Cost Proposal.**
- Exhibit K Bidder Declaration, GSPD-05-105, 1 original copy
 - Valid C-61, D-03 or B License. 1 copy

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 Unit
722 Capitol Mall, Room 2071
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. **Payment Bond:**

Contractor shall furnish, concurrently with signing the contract, a payment bond to accompany the construction project, Standard Form 807, in an amount not less than 100% of the amount of the contract when the contract exceeds \$5,000. Such bond shall be executed by the contractor and a corporate surety approved by the State. Failure to obtain a payment bond within 10 days of notification of award may, at the State's sole discretion, cause the State to reject the bid.

d. **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.

e. **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 Sarah Bacla at (619) 266-4208 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.

16 **Registered To Do Business In California**

Corporations, Limited Liability Companies (LLCs), and Limited Partnerships (LPs) **must** be registered with the California Secretary of State to be awarded a contract. The Secretary of State Certificate of Status must be included with the bid. The Secretary of State may be contacted as follows:

California Secretary of State
Division of Corporate Filing and Services
1500 Eleventh Street, Third Floor
Sacramento, CA 95814-5701
Certification Unit: (916) 657-5251

Required document(s) may also be obtained at the following website:
<http://kepler.sos.ca.gov/>.

EXHIBIT A

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 the Contractor, for the purpose of installing an awning at the EDD facility located at 1045 Tierra Del Rey, Chula Vista, CA.
2. The project representatives during the term of this Agreement will be as shown below. Please direct all inquiries to:

State Agency: EDD	Contractor: Successful Bidder
Sarah Bacla	Attention:
15315 Texaco Avenue Paramount, CA 90723	Address:
Phone: (916) 657-4927	Phone:
Fax: (916) 654-7537	Fax:

3. The services shall be provided in accordance with Attachment A-1, Specifications, which is incorporated as a part of this Agreement.

ATTACHMENT A-1
SPECIFICATIONS
Installation of New Awning

EMPLOYMENT DEVELOPMENT DEPARTMENT
1045 Tierra Del Rey
Chula Vista, CA 91910

I. GENERAL

Contractor shall furnish all labor, tools, equipment and materials and pay all taxes, permits, and/or inspection fees necessary to perform the work at the Employment Development Department (EDD) Facilities located at **1045 Tierra De Rey, Chula Vista, CA 91910**, in accordance with these specifications. Contractor shall install all materials/products per manufacturer's specifications, and per accepted industry standards. Should there be any errors or omissions in any of the instructions, specifications or exhibits in regard to materials and or methods recommended it shall be the contractor's responsibility to notify the EDD Representative, and upon agreement, use the appropriate materials, method or process to obtain the INTENDED FINISHED PRODUCT.

NOTE: For purposes of this contract the EDD Representative shall be considered the EDD Business Operations, Planning and Support Division Facility Management Specialist, located at 15315 Texaco Ave., Paramount CA 90723. The EDD Representative is NOT the manager of the EDD Office or one of his/her designees.

II. SCOPE OF WORK

- A. The intent of this agreement is for the Contractor to provide all work and material to install a new custom fixed steel welded awning.
- B. The contractor, if requested, will be expected to provide any or all of the following during the term of this agreement:
- Consultation/planning on best method to achieve intended result.
 - Identify and report to EDD Representative any safety hazard, faulty equipment, or other condition encountered during the course of the work at the EDD office.
 - Contractor shall comply with all State, EDD, and local office policies and procedures while on the premises.
 - Appropriate disposal of all waste.
- C. All work shall be completed in compliance with product application specifications and shall comply with all applicable codes, regulations, and ordinances. For final acceptance, all aspects of new awning installation shall be complete, including all work and components.

III. SPECIFICATIONS

- A. All work shall be performed in accordance with the awning product manufacturer's installation specifications.
- B. Contractor must have a valid C-61 or a D-03 or a B license.
- C. UTILITY INTERRUPTIONS: Interruptions to any services for the purpose of making or breaking a connection shall be made only after consultation and agreement with the EDD representative and shall be at such time and such duration as may be directed. Contractor shall make necessary provisions as required to maintain existing services to occupied areas with the building.
- D. **CONTRACTOR'S RESPONSIBILITIES:**

1. It will be the contractor's responsibilities to field verify all existing conditions and measurements prior to submitting bid proposal.

2. All work shall be completed in compliance with any related drawings and specifications and shall comply with all applicable codes, regulations, and ordinances. For final acceptance, all work shall be complete and areas ready for occupancy; all equipment shall be installed, connected, and in operating condition and all utility connections shall be complete and accepted by the authority having jurisdiction.
 3. Contractor shall furnish all labor and equipment necessary to perform all of the services presented in the specifications in a professional, orderly, timely, and efficient manner. Contractor's employees, equipment, building materials, etc., shall be restricted to the immediate area of work being performed.
- E. ASBESTOS: Contractor shall not disturb any areas/materials containing asbestos. The contractor shall coordinate with the EDD Representative prior to working in any area containing asbestos.
- F. DISCREPANCIES: Should any error, discrepancy or doubt arise, as to the intent and purpose of these specifications, the contractor shall immediately refer the same to the EDD Representative for further instructions before proceeding with the work affected.
- G. WORKMANSHIP: All labor shall be journeyman skilled for the particular work involved. All workmanship must be of high quality level and meet all industry standards.
- H. CLEANUP: Contractor shall keep site clean daily. Upon completion of work, all surfaces (including glass, carpets, walls, furniture and equipment) shall be clean of any foreign material due to work performed under this Agreement. Contractor shall be responsible for removing debris from EDD premises daily unless other provisions are approved on a "task by task" basis to use EDD dumpster.
- I. SITE INSPECTION: It is contractor's responsibility to inspect the work site prior to providing time and individual Task Order cost estimates. Contractor shall make necessary arrangements through EDD Representative.
- J. ADJACENT SURFACES OR FEATURES: Neatly replace, patch, and finish in kind all adjacent surfaces or features displaced or disturbed in the performance of work; such as, but not limited to, acoustical tile, rubber base, paint, floor covering, etc. Make joining of new and existing work as inconspicuous as possible. Upon completion of task there shall be no noticeable difference between the new and existing surfaces.
- K. COORDINATION OF WORK: Contractor may not be the sole provider of services on certain tasks/work orders. Contractor and/or contractor's employees will be expected, at times, to work alongside or in conjunction with other trades contractors, as well as EDD Maintenance Mechanics.
- L. SUPERVISION: The Contractor shall be onsite at all times to personally supervise all work completed, or employ an authorized supervisor to oversee all work at the EDD office.

IV. TECHNICAL SPECIFICATIONS

- A. Install (1) custom steel welded fixed canopy.
- B. Size: 31'w x 12' projection.
- C. Frame: 1" square tubing welded frame, powder coated. Color to be determined by office.
- D. Fabric: canvas, fire retardent. Color to be determined by office.
- E. Install 6" loose valance-straight with binding.
- F. Install (3) 2" round posts to support awning.

V. SCHEDULE

- A. All work shall be done during the operational hours of the EDD. All work will be done between the hours of 8:00 am to 5:00 pm, Monday through Friday. The worksite shall be in order and ready for normal business operations for the next day. Any deviation from this schedule can be negotiated between the contractor and EDD. Final approval of any schedule change shall be made by the EDD representative/ Project Manager.

VI. MATERIALS

- A. All materials shall be new, unless otherwise specified, and of good quality, free from damage or defect. After completion and acceptance of work by the State, all materials furnished and work performed under this Agreement shall be fully guaranteed by Contractor against defects for a period of one year unless otherwise specified herein. All material furnished shall become the property of the State upon completion. Also, unless otherwise specified, Contractor shall remedy any defect due thereto and pay for any damages resulting therefrom, which shall appear within a period of one year from the date of acceptance of work.
- B. Salvaged devices may be reused as allowed by Code. All others must be new. All removed devices not reused under this Agreement shall remain the property of EDD unless EDD Representative approves otherwise.
- C. The contractor shall not store any materials and or equipment in the EDD facility unless agreement is previously reached with the EDD Representative. Contractor will remove and dispose of any debris associated with or caused in the completion of the project.
- D. The contractor shall provide adequate dust covers, temporary dust barriers and pads to protect equipment and furnishings during dusty operations or where damage could occur to existing facilities.

VII. HEALTH, SAFETY, AND SECURITY

- A. Contractor shall be responsible for securing building in areas of construction before, during and after each workday to prevent unauthorized entry both during and outside of normal working hours.
- B. It shall be the responsibility of the Contractor to make arrangements in advance with the EDD Contract Monitor to have any needed parking areas, driveways, and /or sidewalks cleared so the work can be performed.
- C. Contractor shall use appropriate barriers, warning signs, or cones to notify public and staff of any hazardous condition in the work area.
- D. As needed Contractor shall provide local Office Manager or designee, and EDD Representative with copies of MSDS sheets.
- E. EDD office area may be occupied during work to be performed under this Agreement. Contractor shall make provisions to accomplish the work assigned without undue interference to the occupants of the building and building operations. Corridors and entrances used by occupants and reasonable access to shall be kept clear of building materials, equipment, refuse or other debris, unless previously agreed upon. Interference with or inconvenience to occupants shall be kept to a minimum.

VIII. LICENSE REQUIREMENTS

- A. Contractor's not having a valid State of California Contractor's Licensing Board "C-61/D-03 or B License" will be eliminated from the bidding process.

IX. GUARANTEES

- A. After installation, EDD will receive issuance of manufacturer's 1 year and/or according to manufacturer's specifications, no dollar limit, full replacement material and labor warranty.
- B. After Final Payment: Neither final payment, nor any provision in the contract documents, will relieve the contractor of responsibility for faulty material or workmanship. Unless otherwise specified, he shall remedy

any defect due thereto and pay for any damage to other work resulting therefrom, which appears within a period of one (1) year from the date of acceptance of the work.

X. CHANGES, AMENDMENTS

- A. Changes, extra work, or omissions may be ordered by the State without voiding the original contract. Changes shall be made only by a duly issued written change order prepared and approved by the EDD Representative. Claims by the contractor for the extra cost of a change must be made in writing before beginning the work involved.

XI. CORRECTION OF WORK

- A. Prior To Final Payment: Work that does not comply with the requirements of the contract, either specified, in writing, or by oral agreement, must be promptly replaced by the contractor at his/her own expense with work that does comply. In making such replacement, the contractor shall also bear all expenses involved in making good all damages or destruction caused to the work of other contractors.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

The total amount of this Agreement shall not exceed _____.

An invoice, in triplicate, in arrears, may be submitted upon completion of work. The invoice must reference the EDD Contract Number MXXXXX and shall be forwarded to:

Employment Development Department
15315 Texaco Avenue
Paramount, CA 90723
Attn: Sarah Bacla

2. **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.

3. **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

SPECIAL 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-61, D-3 or B 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 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 personally supervise 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.

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.

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. The 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. The 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.

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 Sarah Bacla Facilities Representative (619) 266-4208 or at the Department of Industrial Relations (www.dir.ca.gov)
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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.

- 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

Unless described in the RFQ, the Contractor **may not** subcontract any work without the express written approval of EDD. If EDD allows for subcontracting, it must be from a California Department of General Services certified small business subcontractor, and the subcontractor must perform a “commercially useful function” in the performance of the contract as defined in Government Code Section 14837(d)(4). If it is anticipated that California certified small business subcontractors will be used, the quote must include the name(s) of person(s) or firm(s), the subcontractor’s Small Business Certification Reference Number, 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.

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.

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.

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 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 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.

24. 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.

25. Termination

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

26. 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.

STANDARD AGREEMENT

STD. 213 (NEW 02/98)

EXHIBIT E

IFB No. 58546

Page 1 of 1

AGREEMENT NUMBER

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: December 20, 2012 through February 1, 2013

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, Specification	3	Pag2
Exhibit B – Budget and Payment Provisions	1	Page
*Exhibit C – General Terms and Conditions		GTC-610
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

*View at www.ols.dgs.ca.gov/Standard+Language/default.htm

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

CONTRACTOR	CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)	
Successful Bidder	
BY (Authorized Signature)	DATE SIGNED)
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	
STATE OF CALIFORNIA	
AGENCY NAME	
Employment Development Department	
BY (Authorized Signature)	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
Amy Rodriquez, Manager, Contract Services Group	
ADDRESS	
800 Capitol Mall, MIC 62-C, Sacramento CA 95814	
<input type="checkbox"/> 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. The prime contractor may not substitute a subcontractor unless the provisions of PCC 4107 or 4107.5 apply and a hearing is held, if required.
(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.

EXHIBIT G

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)

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

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)**

-
- 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)

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.

EXHIBIT L

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 M

Disabled Veteran's Business Enterprise Requirements

COMMITMENT -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 (bidder is a California certified DVBE) or A2 (bidder is not a California certified DVBE). **Bidders must document DVBE participation commitment by completing and submitting the Bidder Declaration (GSPD-05-105)** located within this solicitation document. Failure to complete and submit the required form as instructed shall render the bid non-responsive. At the State's option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation may request information that includes but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

Method A1. Certified DVBE bidder:

- a. Commit to performing at least 3% of the contract bid amount (unless otherwise specified) with the prime bidder's firm or in combination with another DVBE(s).
- b. Document DVBE participation on the Bidder Declaration GSPD-05-105.
- c. At the State's option a DVBE bidder working in combination with other DVBEs shall submit proof of its commitment by submitting a written confirmation from the DVBE(s) identified as a subcontractor on the Bidder Declaration. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.
- d. Complete and submit a Std. 843, Disabled Veteran's Business Enterprise Declarations. **You may access the form at:** <http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf>

Method A2. Non-DVBE bidder:

- a. Commit to using certified DVBE(s) for at least 3% (unless otherwise specified) of the bid amount.
- b. Document DVBE participation on the Bidder Declaration GSPD-05-105.
- c. At the State's option prior to contract award, a bidder shall submit proof of its commitment by submitting a written confirmation from each DVBE identified as a subcontractor on the Bidder Declaration GSPD-05-105. The awarding department contracting official named in the solicitation may contact each listed DVBE, by mail, fax or telephone, for verification of the bidder's submitted DVBE information. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.
- d. Complete and submit a Std. 843, Disabled Veteran's Business Enterprise Declarations. **You may access the form at:** <http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf>

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.

THE DVBE INCENTIVE PROGRAM HAS BEEN WAIVED FOR THIS SOLICITATION. HOWEVER THE DVBE REQUIREMENT LISTED ABOVE EITHER METHOD A1 OR A2 IS MANDATORY.

If you need assistance related to DVBE requirements, please contact the EDD DVBE Advocate listed below:

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

EXHIBIT N
COST PROPOSAL

The undersigned Contractor hereby proposes to furnish all labor, materials, tools and equipment, and hold licenses necessary to provide **installation of an awning at the EDD facility located at 1045 Tierra Del Rey, Chula Vista, CA**, in accordance with the specifications and provisions received with the IFB, for the sum of: _____ Dollars (\$ _____).

Yes No Budget Detail Attached

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

A Non-Small Business Claiming a Minimum of 25% California Certified Yes No

Small Business Subcontractor Preference*
(Complete and submit Page 3 of 4 with your bid)

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

Bids that are returned by mail are to be sent to the Employment Development Department, P.O. Box 826880, MIC 62-C, Sacramento, CA 94280-0001. If bids are delivered in person, deliver to 722 or 800 Capitol Mall (Drop box located in the Lobby – "Contract Services Group Bid Proposals"). All bids must be **received** and **time stamped** in Contract Services Group, no later than **3 p.m., November 30, 2012.**

CALIFORNIA CERTIFIED SMALL BUSINESS SUBCONTRACTOR

Subcontractor Name	Address	Phone Number	Description of the work to be performed and/or products supplied	Percentage of the net bid price

(Refer to Instructions to Bidders, California Certified Small Business Subcontractor Preference for additional information.)

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.