



CDSS

WILL LIGHTBOURNE
DIRECTOR

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

744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



EDMUND G. BROWN JR.
GOVERNOR

September 6, 2013

ON-SITE CONFIDENTIAL SHREDDING – OAKLAND BRANCH OFFICE
INVITATION FOR BID (IFB) 13-24
Notice to Prospective Bidders

The California Department of Social Services (CDSS) invites you to review and respond to this Invitation for Bid (IFB), entitled IFB 13-24, On-Site Confidential Shredding for the Oakland Disability Determination Service Division (DDSD) Branch Office. In submitting your bid, you must comply with the instructions found herein.

Note that all agreements entered into with the State of California will include by reference General Terms (GTC 610) and Conditions and Contractor Certification Clauses (CCC 307) that may be viewed and downloaded at Internet site <http://www.ols.dgs.ca.gov/standard+language>. If you do not have Internet access, a copy can be provided by contacting the person listed below.

Public Contract code Section 10115 et seq. establishes a contract participation goal of at least three percent (3%) for Disabled Veteran Enterprise (DVBE). This goal applies to a state agency's overall contracting program. State agencies have the discretion to apply the DVBE participation goal to individual contracts. **THE DEPARTMENT ELECTS TO WAIVE THE DVBE PROGRAM REQUIREMENT IN THIS SOLICITATION, BUT OPTS TO INCLUDE THE DVBE INCENTIVE.**

The date for bid submission is September 20, 2013, 2:30 p.m. Responses to this IFB and any required copies must be submitted by mail, or personal delivery, to the department contact noted below:

California Department of Social Services
Contracts Bureau
744 P Street, M.S. 8-14-747
Sacramento, CA 95814
Attention: Marsha Fins, Contracts Analyst
Telephone: (916) 657-3516
Fax: (916) 657-2362

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Sincerely,

Shelley Galvin, Contracts Manager
Contracts Bureau

Enclosure

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A. Purpose and Description of Services

Contractor to provide, to the California Department of Social Services (CDSS), on-site witnessed shredding service of confidential materials at the Disability Determination Service Division's (DDSD) Oakland and Oakland State Programs Branches at 1515 Clay Street, Oakland, CA 94612. Refer to **Exhibit 2**, Sample Contract, Exhibit A, Scope of Work and Exhibit A, Attachment 1, Specifications, for a complete description of services.

B. Bidder Minimum Qualifications

1. Bidder must have at least five years of experience performing services described in the **Exhibit 2**, Sample Agreement, Exhibit A, Scope of Work.
2. Bidder must submit, with the bid, a list of at least three business references that includes current and/or former paying clients for whom bidder has provided services similar to those required herein within the last three years. References will be contacted by the CDSS to validate the information provided by the bidder to determine the client's overall satisfaction with the services provided. Bidder is responsible for notifying their references that CDSS may contact them for reference and performance information. CDSS will contact references during normal business hours, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. If references cannot be reached, the bid may be deemed non-responsive and rejected. If references obtained are not favorable, the CDSS may reject the bid. Refer to **Attachment 3, Bidder References**.
3. Bidder must provide services with an enclosed, truck-mounted industrial shredder, which has its own power source and will be able to provide full service regardless of weather conditions. Bidder's truck-mounted industrial shredder must be able to shred a minimum of 3000 pounds of paper material per hour.

C. Bid Requirements and Information

1. Key Action Dates

<u>Event</u>	<u>Date</u>	<u>Time</u>
IFB Available to Prospective Bidders	9/6/13	
Written Questions Regarding IFB are Due by	9/16/13	5:00 p.m.
Written Responses to IFB are Due by	9/18/13	5:00 p.m.
Final Date for Bid Submission	9/20/13	2:30 p.m.
Bid Opening	9/20/13	2:35 p.m.
Notice of Intent to Award	9/30/13	
Proposed Start Date of Agreement	11/1/13	

2. Contract Term

The anticipated term of the resulting Agreement is November 1, 2013 through October 31, 2014. At the option of CDSS, the agreement may be renewed for an additional 12 months, with the ability to add funds at the same contracted rate, contingent upon satisfactory performance by the contractor and execution of the contract amendment.

The date of contract approval by the State, however, shall be the governing factor as to the date of commencement.

3. Subcontractors

- a. Any subcontractor that the vendor chooses to use in fulfilling the requirements of this solicitation must also meet all the requisites of this IFB including the minimum qualifications and insurance requirements. If bidder proposes the use of a subcontractor, the bidder must also submit a list of references, **Attachment 3**, on behalf of the subcontractor.
- b. Bidder may not substitute any proposed subcontractor without advance written consent of the CDSS.

4. Submission of Bid

- a. All bids must be submitted under sealed cover and received by CDSS by the date and time shown on page 3, Section C, Bid Requirements and Information, paragraph 1, Key Action Dates. The sealed cover must be plainly marked with the IFB number and title, your firm's name and address, and must be marked with **"DO NOT OPEN, DUE September 20, 2013, 2:30 p.m."**, as shown in the following example:

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

**IFB 13-24 – ON-SITE CONFIDENTIAL SHREDDING – OAKLAND BRANCH OFFICE
DO NOT OPEN
DUE September 20, 2013, 2:30 p.m.**

Bids not submitted under sealed cover may be rejected.

- b. Bidders may contact ONLY the individual identified above and shall not contact other CDSS personnel for meetings, conferences or technical discussion related to this IFB. No questions may be answered by other CDSS staff. If bidders are discovered to have contacted other CDSS personnel, CDSS may reject their proposal.
- c. A postmark will not be accepted as meeting the delivery time if the bid is received by the Contracts Bureau after the bid submission deadline. It is the bidder's responsibility to ensure timely delivery of the bid. Any bid not meeting this requirement will be rejected.

Proposer Warning for Deliveries: CDSS' internal processing of U.S. mail may add up to 48 hours to the delivery time. If you choose hand delivery, allow sufficient time to locate parking and for visitor security procedures. You will need to provide the security personnel with the name and telephone number of the person to whom the package is to be delivered. Security personnel will not accept delivery. Security will only notify the appropriate staff to accept delivery.

- d. Bid Opening: All bid packages properly received according to the IFB instructions on or before the bid due date will be publicly opened and read at 2:35 p.m. on **September 20, 2013**, at the following address:

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

(Call by 3:00 p.m. on September 19, 2013 to confirm personal delivery)
(916) 657-3516

- e. All bids shall include documents identified in the **Attachment 1, Required Attachment Checklist**. Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- f. All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
- g. Mail or deliver bids to the following address:

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

- h. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
- i. A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. CDSS may reject any or all bids and may waive an immaterial deviation in a bid. The CDSS' waiver of an immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- j. Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the State of California.
- k. An individual who is authorized to bind the bidder contractually shall sign **Attachment 2, Bid/Bidder Certification Sheet**. The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- l. A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- m. A bidder may withdraw its bid by submitting a written withdrawal request to CDSS, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.

- n. CDSS may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- o. CDSS reserves the right to reject all bids. CDSS is not required to award an agreement.
- p. Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.
- q. The State does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- r. No oral understanding or agreement shall be binding on either party.

5. Bidder Questions

Bidders are encouraged to submit written questions about this IFB to CDSS no later than **September 16, 2013 by 5:00 p.m.** All questions should be posted on the eProcurement website: <http://www.eprocure.dgs.ca.gov/default.htm>. Additionally, all questions and responses will be posted on the eProcurement website and open to all for viewing no later than **September 18, 2013 by 5:00 p.m.**

6. Insurance Requirements

Within five days of the tentative award of the agreement or before work under the contract begins, Contractor shall furnish to the State of California, Department of Social Services, at his/her own expense, a certificate of insurance, see **Exhibit 2**, Sample Agreement, Exhibit E – Additional Provisions for a complete list of insurance requirements. Contractor shall maintain the following insurance coverage:

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

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

This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

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

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

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

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

- d. Professional Liability – Contractor shall maintain professional liability covering any damages caused by a negligent error, act or omission with limits of not less than \$1,000,000 per occurrence and \$3,000,000 policy aggregate. The policy's retroactive date must be shown on the certificate of insurance and must be before the date this contract was executed or before the beginning of contract work.
- e. Certificates evidencing Contractor's insurance coverage shall be filed with CDSS prior to execution of this Agreement.
- f. Certificates evidencing Contractor's insurance coverage shall be filed with CDSS prior to execution of this Agreement. Contractor shall submit the Certificate(s) of Insurance to the State at the address below:

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

To expedite, fax certificate to the individual indicated above at (916) 657-2362, or e-mail to marsha.fins@dss.ca.gov.

- g. General Provisions Applying to All Insurance Policies
 - 1. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
 - 2. Policy Cancellation/Termination & Notice of Non-Renewal – Contractor shall provide to the State within five business days a copy of any notice of Cancellation/Termination or Non-renewal received by contractor for any of the required insurance policies. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

3. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
4. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
5. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
6. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
7. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

7. Evaluation and Selection

- a. At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b. The CDSS will evaluate each bid to determine its responsiveness to the State needs.
- c. Bids that contain false or misleading statements, or (if applicable) which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.
- d. The final selection will be made on the basis of the lowest responsive responsible bidder as indicated in **Attachment 2**, Bid/Bidder Certification Sheet
- e. Award if made, will be to the lowest responsive responsible bidder. The small business preference shall be applied in accordance with Section 11 of this IFB.
- f. The winning bidder may be required to submit evidence that they have available sufficient resources to meet the requirements of this IFB.

8. Award and Protest

- a. Whenever an agreement is awarded under a procedure which provides for competitive bidding, but the agreement is not to be awarded to the low bidder, the low bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, internet transmission, or personal delivery five working days prior to the award of the agreement.
- b. Upon written request by any bidder, notice of the proposed award shall be posted in the lobby of the California Department of Social Services, 744 P Street, Sacramento, California, at least five (5) working days prior to awarding the agreement.
- c. If any bidder, prior to the award of agreement, files a written protest with the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605 and the CDSS on the grounds that the

(protesting) bidder is the lowest responsive, responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.

- d. Within five (5) calendar days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the CDSS a detailed written statement specifying the grounds for the protest. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605. A copy of the detailed written statement should be mailed to the attention of the Chief, Contracts Bureau, at CDSS, 744 P Street, MS 8-14-747, Sacramento, CA 95814. It is suggested that you submit any protest by certified or registered mail.
- e. Upon resolution of the protest and award of the agreement, contractor must complete and submit to CDSS the Payee Data Record (STD. 204), to determine if the contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD. 204 has been returned to CDSS.
- f. Upon resolution of the protest and award of the agreement, contractor must sign and submit to CDSS, *page one* of the Contractor Certification Clauses (CCC) which can be found on the Internet at www.ols.dgs.ca.gov/Standard+Language.

9. Disposition of Bids

- a. Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b. Bid packages may be returned only at the bidder's expense, unless such expense is waived by CDSS.

10. Agreement Execution and Performance

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

11. Small Business Enterprise (SBE)

- a. Small Business Regulations: The Small Business regulations, located in the California Code of Regulations (Title 2, Division 2, Chapter 3, Subchapter 8, Section 1896 et seq.), concerning the application and calculation of the small business preference, small business certification, responsibilities of small business,

department certification, and appeals are revised, effective 9/09/04. The new regulations can be viewed at (www.pd.dgs.ca.gov/smbus). For those without Internet access, a copy of the regulations can be obtained by calling the Office of Small Business and DVBE Services at (916) 375-4940.

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

12. Disabled Veteran Business Enterprise (DVBE) Participation Program Requirements

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

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

- b. For more information about the DVBE incentive refer to **Exhibit 1, California DVBE Bid Incentive Instructions (9/3/09)**.
- c. If for this agreement contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then contractor must within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) certify in a report to the awarding department: (1) the total amount the prime contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the

contract; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code (M&VC) §999.5(d)).

- d. Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.
- e. Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under the rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

13. Declaration Forms

All bidders must complete the Bidder Declaration GSPD-05-105, **Attachment 4**, and include it with the bid response. When completing the declaration, bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract.

Bidders who have been certified by California as a DVBE (or who are bidding rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) must also submit a completed form(s) STD. 843 (Disabled Veteran Business Enterprise Declaration), **Attachment 5**. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). Should the form not be included with the solicitation, contact the State contracting official or obtain a copy at the following website: www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf. 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.

14. Darfur Contracting Act

All bidders must address the requirements of the Darfur Contracting Act of 2008 for the reason described in Public Contract Code section 10475. Refer to **Attachment 6**. Any scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for contract with a State agency for goods or services. A scrutinized company is defined in Public Contract Code section 10476. However, bids may be submitted by scrutinized companies if permission is obtained first from the Department of General Services according to the criteria set forth in Public Contract Code section 10477(b).

15. Loss Leader

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

REQUIRED ATTACHMENT CHECK LIST

Company Name: _____

REQUIRED ATTACHMENT CHECK LIST

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

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

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Bid/Bidder Certification Sheet
_____ Attachment 3	Bidder References
_____ Attachment 4	Bidder Declaration (GSPD-05-105)
_____ Attachment 5	Disabled Veteran Business Enterprise Declarations (STD 843) (if applicable)
_____ Attachment 6	Darfur Contracting Act

Additional Documentation that must be submitted:

_____ Specifications which identify the make and model of Bidder's truck-mounted industrial shredder which is able to shed 3,000 pounds of paper material per hour.

BID/BIDDER CERTIFICATION SHEET

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

Do not return Section C, Bid Requirements and Information (pages 3 through 12) nor the "Sample Agreement" at the end of this IFB.

- A. **Our all-inclusive bid is \$ _____ PER POUND.**
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

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

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Bidder's Name (Print)		11. Title
12. Signature		13. Date
14. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as:		
a. California Small Business b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>		
Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, enter certification number:		

NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes".		
Date application was submitted to OSDS, if an application is pending:		

Completion Instructions for Bid/Bidder Certification Sheet

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

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

BIDDER REFERENCES

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

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

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

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

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

Solicitation Number _____

BIDDER DECLARATION

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

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

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

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

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

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

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

Page ____ of ____

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.

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

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

SECTION 1

Name of certified DVBE: _____ DVBE Ref. Number: _____

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

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____

(FOR STATE USE ONLY)

SECTION 2

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

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

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

(Printed Name of DV Owner/Manager)

(Signature of DV Owner/ Manager)

(Date Signed)

(Printed Name of DV Owner/Manager)

(Signature of DV Owner/Manager)

(Date Signed)

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

Firm/Principal Phone: _____ Address: _____

SECTION 3

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

- ☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.
- ☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2*, subsections (c) and (g). *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

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

(Printed Name)

(Signature)

(Date Signed)

(Address of Owner)

(Telephone)

(Tax Identification Number of Owner)

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

(Printed Name of DV Manager)

(Signature of DV Manager)

(Date Signed)

Page ____ of ____

PRINT

DARFUR CONTRACTING ACT

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

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

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

OR

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

OR

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

CERTIFICATION FOR # 3.

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

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

YOUR BID OR PROPOSAL MAY BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH # 1 OR # 2 INITIALED OR PARAGRAPH # 3 INITIALED AND CERTIFIED.

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
BID INCENTIVE INSTRUCTIONS
(08/19/13)

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

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

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

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

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

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

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

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

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

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

THE DVBE BUSINESS UTILIZATION PLAN (BUP): DVBE BUPs are a company’s commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts held in California, not just those with the State. A DVBE BUP does not qualify a firm for a DVBE incentive. Bidders with a BUP, must submit a Bidders Declaration (GSPD-05-105) to confirm the DVBE participation for an element of work on this solicitation in order to claim a DVBE incentive(s).

THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:

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

Other State and Federal Agencies, and Local Organizations:

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

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

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

STANDARD AGREEMENT

STD 213 (Rev 06/03)

Exhibit 2 - Sample Agreement

AGREEMENT NUMBER

IFB 13-24

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Department of Social Services

CONTRACTOR'S NAME

To Be Determined

2. The term of this Agreement is: 11/1/2013 or upon final approval by CDSS, whichever occurs later, through 10/31/2014

3. The maximum amount of this Agreement is: **\$TBD**
Contract amount in words

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 2 pages

Exhibit A, Attachment 1, Specifications 4 pages

Exhibit B – Budget Detail and Payment Provisions 2 pages

Exhibit C* – General Terms and Conditions GTC - 610

Check mark one item below as Exhibit D:

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 3 pages

☐ Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions 3 pages

Exhibit E, Attachment 1, CDSS Information Security Pre-Cautions/Requirements 2 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR

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

To Be Determined

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

California Department of Social Services

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Deborah Pearce, Chief, Contracts Bureau

ADDRESS

744 P Street, M.S. 8-14-747, Sacramento, CA 95814

**California Department of General
Services Use Only**

☐ Exempt per:

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

A. Contractor's Responsibilities

1. Provide to the California Department of Social Services (CDSS) on-site witnessed shredding service of confidential materials at the Disability Determination Service Division (DDSD) Oakland and Oakland State Programs Branches in accordance with Exhibit A, Attachment 1, and the estimated amount and frequency shown below:
 - a. Oakland Branch
1515 Clay Street, Suite 500
Oakland, CA 94612
Estimated volume: 4,000 pounds per month
Estimated frequency of service: two (2) hours per trip, two (2) trips per month (not to exceed two (2) trips per month, even if the number of days in a month varies)
 - b. Oakland State Programs Branch
1515 Clay Street, Suite 403
Oakland, CA 94612
Estimated volume: 2,000 pounds per month
Estimated frequency of service: two (2) hours per trip, two (2) trips per month (not to exceed two (2) trips per month, even if the number of days in a month varies)
2. Perform services with resources available within its own organization. No portion of the work shall be subcontracted without prior written authorization by the CDSS project representative.
3. Provide security bins, as needed. Contractor will contact the local contacts to see what type and number of bins will be needed upon start of the contracted date.

B. State's Responsibilities

1. CDSS shall process Contractor's requests to add subcontractors, as applicable.
2. The CDSS project representative shall provide the Contractor with local contact information.
3. Local contacts shall provide the type and number of security bins needed.

EXHIBIT A
(Standard Agreement)

C. Project Representatives

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

CDSS/DDSD

Contractor

TBD

TBD

SPECIFICATIONS

A. Contractor's Responsibilities

1. Provide all materials, equipment, and supplies including labor, vehicles, and power, necessary to provide on-site mobile shredding service for the complete destruction of confidential materials including, but not limited to, paper, paper clips, Post-its, glossy paper, NCR paper, fax paper, hanging file folders, binders, floppy disks, microfilm/fiche, video/audio tapes, CD's, and fax rolls.
2. Provide an enclosed, truck-mounted, industrial shredder, which has its own power source and will be able to provide full service regardless of weather conditions. The shredder shall be able to shred a minimum of 3,000 pounds of material per hour. If subcontractors have been submitted, their documentation must be included. If the capability of the shredder used is less than the minimum, this will be grounds for CDSS to cancel the agreement. Contractor must also have a backup industrial shredder for immediate use in case their primary shredder becomes temporarily inoperable.
3. Provide security bins to CDSS. The confidential material will be locked in these bins. If there is excess material in boxes, Contractor will transfer the boxed material into an empty bin to be destroyed on-site as well. Contractor will collect all security bins and boxes, take them out to the mobile shredding unit, and shred the contained material on-site. Contractor will leave a certificate of destruction and a signed copy of the invoice reflecting the volume serviced and date of service with the CDSS employee who witnessed the shredding.
4. There shall be no extra charges for travel. Contractor must be able to provide service to all locations listed in Exhibit A, Scope of Work; however, few exceptions may be made for remote areas upon written approval from CDSS.
5. If it is anticipated that subcontractors will be used, the bid must include the name(s) of people or firm(s), references for the subcontractor(s), and specify the type of work the subcontractor(s) will be performing. Prior to the award of the agreement, Contractor must get the express written approval of CDSS before subcontracting any work, including subcontracting with temporary service agencies.
6. Arrange a schedule of two (2) visits per month for on-site witnessed destruction, by a CDSS employee, of materials contained in the security bins. The schedule (e.g., 1st and 3rd Tuesdays of each month at 10 a.m.) must be mutually agreed upon between the Contractor and the CDSS local contact.

Once the schedule is established, Contractor must adhere to it unless the CDSS local contact and Contractor mutually agree to a new schedule.

7. CDSS reserves the right to schedule additional service visits at the contracted rate. Contractor must provide service no more than five (5) business days from the time that CDSS requests it.
8. Service shall occur during the week, Monday through Friday, between the hours of 9:00 a.m. and 2:30 p.m., excluding State holidays. If a scheduled service visit falls on a State holiday, Contractor shall reschedule the service for the workday either preceding or following the holiday. Collection of the materials within the offices is the responsibility of the Contractor. Each location must be treated as a separate customer.
9. Service shall be provided on-site in the parking lot or street surrounding the CDSS office locations, and shall be provided in such a manner as to not disrupt other businesses in the immediate vicinity. Contractor will park their vehicle in such a manner that it will not block parked vehicles or will park as directed by the CDSS local contact. Contractor shall conform to all zoning requirements including requirements involving noise.
10. Ensure that all materials are completely destroyed into particles small enough, and in a manner, that makes it impossible to recognize or reconstruct information such as names, addresses, telephone numbers, social security numbers, etc. Due to the variations in machinery in the shredding industry, it is difficult to give exact dimensions; however, in all cases the shred shall be small enough to be unrecoverable. Noncompliance will result in cancellation of the agreement. Contractor must take all shredded materials after the service is completed. Shredded material must be disposed of by a secure recycling service. There shall be no debris left on the premises due to the destruction operation.
11. Shred materials "as is." CDSS employees will not be required to sort through the materials and separate them by color or type, or to remove items such as, but not limited to, paper clips, binder clips, Post-its, staples, manila folders, binders, and rubber bands from the material prior to destruction. Contractor must also provide on-site destruction of fax rolls, floppy disks, microfilm/fiche, video/audio tapes, CD's, etc.
12. Service shall be provided only by Contractor's authorized employees with proper identification (ID). Contractor will have conducted appropriate background checks on all employees. Before the effective date of the agreement, Contractor shall provide a list of authorized employees to each CDSS local contact. The list must include each authorized employee's typed

name and actual signature. The list must be updated and provided to the CDSS local contact when any change is made pertinent to that location.

13. For security reasons, Contractor's employees are required to show photo ID identifying the employee and the company. Contractor must give at least twenty-four (24) hours' advance verbal/written notice to the CDSS local contact if they cannot make a scheduled service visit. If the delay in service is due to the breakdown of the mobile shredding machine, Contractor must notify the CDSS local contact immediately. Contractor must reschedule the visit which must be provided within forty-eight (48) hours of the originally scheduled visit.
14. Non-performance by Contractor can be cause for CDSS to cancel the agreement. Contractor shall not be liable for non-performance or delays caused by strikes, riots, or acts of God.
15. Service shall be performed promptly, with diligence, in a competent, safe, and professional manner by experienced and properly trained workers and shall be performed to CDSS's satisfaction. Contractor shall demonstrate due caution in handling materials while on CDSS's premises. All materials shall be handled by Contractor in such a manner as to prevent loss or unauthorized inspection at any time.
16. Provide a "Certificate of Destruction" to the CDSS witness at the completion of each service visit. In addition, Contractor will provide a receipt to the CDSS witness at the completion of the service visit. Contractor shall also retain a copy of the receipt. The receipt will include the location of service, CDSS witness's name and telephone number, pounds destroyed, date of service, and Contractor's authorized employee's and CDSS witness's signatures. The receipt is to be used in support of the charges invoiced.
17. All shredded material that can be recycled must be recycled to support AB 939. (Confidential information must be destroyed.)

B. State's Responsibilities

1. If there is excess material that exceeds the capacity of the Contractor-provided bins, that material will be boxed and taped by CDSS. A CDSS employee will witness the pickup of the boxes and/or bins and the shredding of materials.
2. Locations may vary due to the relocation of offices. Offices may be added or deleted as required by CDSS. CDSS shall provide 30 days' written notice in these instances. Addition or deletion of offices will require a formal amendment to the Agreement.

3. The number of pounds estimated is between 50,000 and 100,000 per year. This is an estimate. CDSS does not guarantee a minimum number of pounds.
4. CDSS and Contractor must mutually agree to the schedule.
5. CDSS must give prior approval for any extra service beyond the established schedule and beyond the capacity of the security bins. If additional destruction services are required, CDSS will notify Contractor at least five (5) days in advance and will be performed at the contracted rate.
6. CDSS shall not be held liable for any loss or damage sustained by Contractor in connection with the service.
7. The locations and frequency of service shall be changed as deemed necessary by CDSS and by written notification to Contractor.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

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

2013/14	\$TBD
2014/15	\$TBD

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

California Department of Social Services
Central Support Services Branch
744 P Street, MS 19-32
Sacramento, CA 95814
Attn: Invoice Desk

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

B. State Budget Contingency Clause

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

C. For Contract with Federal Funds

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions,

**EXHIBIT B
(Standard Agreement)**

limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
4. CDSS has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

D. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

E. Review

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

F. Final Billing

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

G. Nonresident Tax Withholdings

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

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

A. Dispute Provisions

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

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

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

B. Termination Without Cause

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

C. Debarment and Suspension

For federally funded agreements, **Contractor certifies** that to the best of his/her knowledge and belief that he/she and their principals or affiliates or any sub-contractor utilized under this agreement, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. The Contractor

EXHIBIT D
(Standard Agreement)

also certifies that it or any of its sub-contractors are not listed on the Excluded Parties Listing System (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).

D. Certification Regarding Lobbying

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

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

E. Computer Software Copyrights

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

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(Standard Agreement)

F. A-133 Audit

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

G. Subcontractors

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

H. Indirect Costs/Administrative Overhead

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

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

A. CDSS Security Pre-Cautions Requirements

Contractor and its employees agree to comply with CDSS Confidentiality and Security Pre-Cautions/Requirements as described in Exhibit E – Attachment 1.

B. Contract Term

The anticipated term of the resulting Agreement is November 1, 2013 through October 31, 2014. At the option of CDSS, the agreement may be renewed for an additional 12 months, with the ability to add funds at the same contracted rate, contingent upon satisfactory performance by the contractor and execution of the contract amendment. The date of contract approval by the State, however, shall be the governing factor as to the date of commencement.

C. Insurance Requirements

1. Contractor, at his/her own expense, shall maintain the following insurance coverage:

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

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

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

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

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

EXHIBIT E
(Standard Agreement)

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

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

- d. Professional Liability – Contractor shall maintain professional liability covering any damages caused by a negligent error, act or omission with limits of not less than \$1,000,000 per occurrence and \$3,000,000 policy aggregate. The policy's retroactive date must be shown on the certificate of insurance and must be before the date this contract was executed or before the beginning of contract work.
2. Certificates evidencing Contractor's insurance coverage shall be filed with CDSS prior to execution of this Agreement.

D. General Provisions Applying to All Insurance Policies

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

EXHIBIT E
(Standard Agreement)

7. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

E. Disabled Veteran Business Enterprise Subcontractors

1. If for this agreement contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then contractor must within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) certify in a report to the awarding department: (1) the total amount the prime contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code (M&VC) §999.5(d)).
2. Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code 999.5 a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.
3. Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under the rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

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

A. Confidentiality of Data

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

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

Rayfield Scott
Acting Information Security Officer
California Department of Social Services
744 P Street, M.S. 9-9-70
Sacramento, CA 95814

(916) 651-5558
(916) 654-0910
iso@dss.ca.gov
 - f. Cooperate in any investigations of information security incidents.

B. Confidentiality Agreement

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

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

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

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