

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

2013-004

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of Conservation – Division of Oil, Gas, and Geothermal Resources

CONTRACTOR'S NAME

2. The term of this Agreement is: July 31, 2013 through June 30, 2015

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
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit C - *State General Terms and Conditions	GTC 610 Dated June 2010
Exhibit D – Division of Oil, Gas, and Geothermal Resources Terms and Conditions	4 pages
Exhibit E – Rate and Price Schedule	3 pages
Exhibit F – Monthly Benefits Report Form	1 page
Exhibit G – Bidder Declaration (GSPD-05-105)	1 page
Exhibit H – Darfur Contracting Act	1 page
Exhibit I – Iran Contracting Act	1 page



Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard%20Language/default.htm>

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

CONTRACTOR

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

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Department of Conservation

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Tim Kustic, State Oil and Gas Supervisor

ADDRESS

801 K Street, MS 18-00, Sacramento, CA 95814-3530

California Department of General Services Use Only

Exempt per:

EXHIBIT A

SCOPE OF WORK

1. The Contractor shall furnish all labor, supervision, materials, tools, and equipment, pay all taxes insurance and permit fees necessary; and shall abide by any and all Federal, State, and City laws and rules affecting the work for part-time Janitorial Services and Yard Maintenance for the Division of Oil, Gas, and Geothermal Resources located at 466 North Fifth Street, Coalinga, California.

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

State Agency: Division of Oil, Gas & Geothermal Resources	Contractor:
Name: Tim Boardman	Contact:
Phone: (559) 935-2941	Phone:
Fax: (559) 935-5154	Cell Phone:

Direct all inquiries to:

State Agency: Department of Conservation	Contractor:
Section/Unit: Div. of Oil, Gas, & Geothermal Resources.	Section/Unit:
Attention: Tim Boardman	Attention:
Address: 466 North Fifth Street	Address:
Coalinga, CA 93210	
Phone: (559) 935-2941	Phone:
Fax: (559) 935-5154	Cell Phone

3. Detailed description of work to be performed and duties of all parties (See Exhibit D – Division of Oil, Gas, and Geothermal Resources Terms and Conditions).

NOTE: THE EFFECTIVE CONTRACT START DATE IS _____ OR ON DEPARTMENT OF GENERAL SERVICES APPROVAL, WHICHEVER IS LATER. NO WORK SHALL BEGIN BEFORE THAT TIME. FINAL CONTRACT AWARD IS SUBJECT TO STATE BUDGET APPROVAL.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. Invoices shall be submitted in triplicate, no more than once a month, in arrears.

B In order to receive payment for employee benefits, Contractor shall submit a completed and signed Contractor's Monthly Benefits Report (see Exhibit F). The invoice and Monthly Benefits Report must be submitted together, in triplicate, in arrears referencing Contract Number **2013-004** and shall be forwarded to:

Invoices and Monthly Report shall be mailed to:

Department of Conservation
Division of Oil, Gas, and Geothermal Resources
801 K Street, MS 18-00
Sacramento, CA 95814-3530

2. Employee Wage and Benefits Provision

Contractor, by signing this Agreement, hereby acknowledges the applicability of Government Code, Section 19134 to this Agreement.

Pursuant to Government Code section 19134, contracts for janitorial "covered services" must include provisions for employee wages and benefits that are valued at least 85 percent of the state employer cost of wages and benefits provided to state employees performing similar duties. Go to www.ols.dgs.ca.gov/mandatory.htm for more information.

"Employee benefits", means either 1) health, dental, retirement, and vision benefits, and holiday, sick, and vacation pay; 2) cash-in-lieu payments; or 3) a combination of actual benefits and cash-in-lieu payments.

"Covered services" is defined as services provided via a contract executed by a state agency with a provider of personal services including janitorial and housekeeping services, food service workers, laundry workers, window cleaners and security guard services.

The applicable benefit rate to be paid to Contractor's employees providing "covered services" under this contract is \$18.39 per hour (Blended Rate). Every employee performing "covered services" under this contract shall receive the applicable rate corresponding to the total number of hours each employee works (excluding overtime). There is no minimum number of work hours required in order to qualify under

Government Code, Section 19134 benefits. **Owner-operator or persons who perform solely supervisory, administrative or other support services are not covered.**

Employers choosing to offer actual benefits coverage, and/or an actual retirement benefit plan (rather than cash in lieu of payments), shall provide evidence of such coverage and/or plan to Division of Oil, Gas, and Geothermal Resources prior to contract execution.

Contractor acknowledges that failure to comply with the provision of Government Code, Section 19134 will be deemed a material breach of this contract which could subject the contract to immediate termination at the State's sole option. This contract and all documents relating to the implementation of Government Code, Section 19134 is subject to audit by the Department of General Services, the Bureau of State Audits, and/or the State or its designee.

3. Rate Change Amendment

Should the Department of Personnel Administration (DPA) post a wage and benefit rate change during the term of this contract, this contract shall be amended to reflect the new rate to be paid to Contractor's covered employees. The amendment shall be retroactive to the date the rate change is posted by DPA.

4. Budget Contingency Clause

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, the State 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.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State 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.

5. 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.

6. Monthly Benefits Report

The Monthly Benefits Report, Exhibit F, is attached hereto and made a part of this Agreement.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS – GTC 610

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site:

<http://www.ols.dgs.ca.gov/Standard%20Language/default.htm>

CONTRACTOR CERTIFICATION AND CONDITIONS – CCC 307

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site:

<http://www.ols.dgs.ca.gov/Standard%20Language/default.htm>

EXHIBIT D
DIVISION OF OIL, GAS AND GEOTHERMAL RESOURCES
TERMS AND CONDITIONS

Description: The Coalinga office is a 2,000 sq. ft.; single story office building that requires ongoing janitorial and grounds maintenance. See photo below.



Contract Requirements:

The Contractor's work schedule shall be subject to the approval of the District Deputy in charge of the Coalinga office.

1. The janitorial service should not begin prior to 6 p.m. and should be completed by 7 a.m. Friday services may be performed at any time during the weekend.

The following work schedule is to be performed under this agreement:

- a. Monday through Friday, clean and dust all offices, clean drinking fountains and restrooms, dust-mop floors, vacuum, sweep both outside entrances, and pick up trash outside the building, including the driveway and garage.
 - b. Every Friday, clean window blinds, spot-clean carpet, and buff and polish floors.
 - c. Last Friday of July, October, January and April, wash windows and hose down building exterior.
 - d. Last Friday of January remove wax from flooring and apply new wax throughout office.
 - e. Annually clean carpet.
2. The yard maintenance service to be performed under this agreement is as follows:
 - a. Water according to the following schedule:
 - Tuesday and Friday of each week during July, August, September, May and June.

- Tuesday of each week during October, November, March, and April.
 - No watering is necessary during December through February. Watering may be eliminated in the event of substantial rainfall on the day prior to or on the scheduled date.
- b. Fertilize the lawn with a complete fertilizer containing at least 10% nitrogen, 8% phosphorus, and 6% potassium on the first Tuesday of April and July.
- c. Mow the lawn according to the following schedule:
- Second and fourth Tuesdays during July through October and April through June.
 - Second Tuesdays during November through March.
- d. Edge the lawn according to the following schedule:
- Second Tuesday during July through October and April through June.
- e. Trim shrubbery according to the following schedule:
- Second Tuesday of April, July, and October.
3. The State shall provide paper goods for the restrooms, cups for the drinking fountain, and liners for the plastic trashcans and wastebaskets. The Contractor shall provide all other materials necessary to fulfill the contract.
4. When the office is closed for a holiday, janitorial and yard services may be deferred until the next working day.
5. All work shall be performed in a timely, professional manner. Work schedules herein identified and agreed upon by the State and the contractor, with the signing of this agreement, shall be maintained and is the sole responsibility of the contractor
6. The quality of work performed by the Contractor shall be subject to approval by the District Deputy. Any work performed unsatisfactorily shall require remedy by said Contractor at no extra cost to the State.
7. **Settlement of Disputes:** The State Oil and Gas Supervisor shall resolve all disputes between the Contractor and the District Deputy.
8. **Insurance Requirements:** The Contractor must furnish the State with a Certificate of Insurance stating that there is liability insurance presently in effect for the Contractor, with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage.

The Certificate of Insurance will provide that:

- a. The insurer will not cancel the insured's coverage without thirty-(30) days' prior written notice to the Division.
- b. The State will not be responsible for any premiums or assessments on the policy.
- c. The Contractor agrees that the bodily injury liability insurance provided shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, the Contractor agrees to provide, at least thirty (30) days prior to said expiration date, a certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. In the event the Contractor fails to keep insurance coverage in effect at all times as herein provided, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

- d. The policy must name The Department of Conservation, Division of Oil, Gas, and Geothermal Resources, The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract.

9. **Minimum Wage Requirements:** Contractor agrees to comply with the provisions of the law to pay all janitors assigned under the provisions of this contract a minimum wage which does not "significantly undercut" the State's pay rate for janitors. Contractor also agrees to pay all janitors assigned under the provisions of the contract a minimum wage that will not be less than the Prevailing We Rate in the County in which services are performed.

The State Personnel Board has determined that in metropolitan areas a pay rate reduction of more than 15% of the State pay rate is deemed to significantly undercut the State pay rate (See Title 2, California Code of Regulations, Section 547.69 and 547.71). If the Contractor is found to be in violation of this provision, the contract may be terminated.

Shown below are the wages and employee benefit totals to be paid per hour (see Exhibit E for more information):

Blended Hourly Employee <u>Benefit</u> Rate	\$ 8.10
Minimum Hourly <u>Wage</u>	<u>\$10.29</u>
Wage and Employee Benefit Total to be Paid Per Hour	\$18.39

Bids must meet or exceed the Statutory Rates or the bid shall be disqualified. Note: The Department of Personnel Administration (DPA) adjusts the rate value on an annual basis each February 1st and publishes the adjusted rate(s) by posting at the following Internet web address: <http://www.calhr.ca.gov/state-hr-professionals/Pages/current-rates-on-or-after-20030701.aspx>.

The current blended rate, effective February 2, 2013 for janitorial benefits is \$8.10 to be calculated for each covered employee per hour for service performed under this Contract (excluding overtime). Annual rate adjustments that occur through the term of the Contract shall be implemented by preparing a contract amendment. The effective amendment date will be retroactive to the date the rate change(s) were published on the DPA website shown above.

10. **Termination:** Either party may terminate this Agreement by giving written notice 30 days prior to the effective date of such termination.
11. **Contract Amendment:** The Division of Oil, Gas, and Geothermal Resources reserves the right to extend the term of the resulting agreement as necessary to complete or continue services. Contract extensions are subject to satisfactory performance, funding, availability, and possible approval by the Department of General Services.
12. **Forced, Convict, and Indentured Labor:** No foreign-made equipment, materials, or supplies furnished to the state pursuant to this contract may be produced in part by forced labor, convict labor, or indentured labor. By submitting a bid to the state or accepting a purchase order, the contractor agrees to comply with this provision of the contract.
13. **Force Majeure:** The obligations of the parties, except for the payment of money and the furnishing and maintaining of any security required by either party, shall be suspended while any part is prevented from complying, in whole or in part, by strikes; lockouts; fire; war; civil disturbances; acts of God; federal, state, county or municipal laws, orders, rules or regulations; inability to secure materials; unavoidable accidents; or other causes beyond its reasonable control, whether or not similar to the matters specifically enumerated above. Performance shall be resumed when the State determines that such cause has been removed. No party shall be required against its will to adjust or settle any labor dispute.
14. **Agency Liability:** The Contractor warrants by execution of the Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement of understanding for a

15. commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
16. **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.
17. **Potential Subcontractors:** Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State 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 State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EXHIBIT E
RATE AND PRICE SCHEDULE
 (Quotation of Bidder)

Rates for mandatory Wage and Employee Benefits for Personal Services Contracts

State law requires that personal services contracts entered into by a state agency for janitorial services, exceeding 90 days, shall include wages and employee benefit provisions for “covered employees.” “Covered employee” is defined as a person who performs any of the duties under “covered services” as more than an incidental part of their job including janitorial and housekeeping services, food service workers, laundry workers, window cleaners and security guard services. **“Covered employees” do not include an owner-operator or persons who perform solely supervisory, administrative or other support services under a personal services contract.** Employee benefits include (1) health, dental, vision, holidays, sick leave, vacation and retirement; (2) cash in lieu of payments; or (3) a combination of benefits and cash in lieu of payments. Employee benefits and wages must be valued at least 85 percent of the cost of wages and benefits received by state employees performing similar duties.

An amendment will be processed if there is a change to the employee wage and benefit rates, published by the Department of Personnel Administration (DPA), during the term of the contract. The effective date of the amendment will be retroactive to the date that rate changes were effective per DPA.

Shown below are the wages and employee benefit totals to be paid per hour:

Blended Hourly Employee <u>Benefit</u> Rate	\$ 8.10
Minimum Hourly <u>Wage</u>	\$ 10.29
Wage and Employee Benefit Total to be Paid Per Hour	\$ 18.39

Cash in lieu of Payment – In lieu of providing actual benefits, Contractors may make cash in lieu of payments or a combination of employee benefits and cash in lieu of payments to employees equal to the rates above, as applicable.

The total cost for employee benefits and/or cash payments for employees, working under this contract, must be based on the rates above.

**EXHIBIT E
 RATE AND PRICE SCHEDULE**

EXAMPLE - One employee works 3 hours a day for an average of 21 days each month for 12 months. The contract is for one year.

WAGE: $\frac{1}{\text{(Employee A)}} \times \frac{3}{\text{(hrs/day)}} \times \frac{21}{\text{(Days)}} = \frac{63}{\text{(Hours/Mo)}} \times \frac{10.29}{\text{(Rate)}} = \frac{\$648.27}{\text{(Monthly)}} \times \frac{12}{\text{(Months)}} = \frac{\$7,779.24}{\text{Wage}}$

Benefit: $\frac{1}{\text{(Employee A)}} \times \frac{3}{\text{(hrs/day)}} \times \frac{21}{\text{(Days)}} = \frac{63}{\text{(Hours/Mo)}} \times \frac{8.10}{\text{(Rate)}} = \frac{\$510.30}{\text{(Monthly)}} \times \frac{12}{\text{(Months)}} = \frac{\$6,123.60}{\text{Benefits}}$

GRAND TOTAL = \$13,902.84

2013/14 & 2014/15 (July 1, 2013 through June 30, 2015)

WAGE:

$\frac{\text{_____}}{\text{(Employee A)}} \times \frac{\text{_____}}{\text{(Daily Hours)}} \times \frac{21}{\text{(Days)}} = \frac{\text{_____}}{\text{(Hours/Mo)}} \times \frac{\text{_____}}{\text{(Rate)}} = \frac{\$ \text{_____}}{\text{(Monthly)}} \times \frac{\text{_____}}{\text{(# of Mos)}} = \frac{\$ \text{_____}}{\text{Wage}}$

BENEFIT:

$\frac{\text{_____}}{\text{(Employee A)}} \times \frac{\text{_____}}{\text{(Daily Hours)}} \times \frac{21}{\text{(Days)}} = \frac{\text{_____}}{\text{(Hours/Mo)}} \times \frac{\text{_____}}{\text{(Rate)}} = \frac{\$ \text{_____}}{\text{(Monthly)}} \times \frac{\text{_____}}{\text{(# of Mos)}} = \frac{\$ \text{_____}}{\text{Benefits}}$

WAGE:

$\frac{\text{_____}}{\text{(Employee B)}} \times \frac{\text{_____}}{\text{(Daily Hours)}} \times \frac{21}{\text{(Days)}} = \frac{\text{_____}}{\text{(Hours Per Mo.)}} \times \frac{\text{_____}}{\text{(Rate)}} = \frac{\$ \text{_____}}{\text{(Monthly)}} \times \frac{\text{_____}}{\text{(# of Mos)}} = \frac{\$ \text{_____}}{\text{Wage}}$

BENEFIT:

$\frac{\text{_____}}{\text{(Employee B)}} \times \frac{\text{_____}}{\text{(Daily Hours)}} \times \frac{21}{\text{(Days)}} = \frac{\text{_____}}{\text{(Hours Per Mo.)}} \times \frac{\text{_____}}{\text{(Rate)}} = \frac{\$ \text{_____}}{\text{(Monthly)}} \times \frac{\text{_____}}{\text{(# of Mos)}} = \frac{\$ \text{_____}}{\text{Benefits}}$

GRAND TOTAL - WAGE AND EMPLOYEE BENEFITS FOR FY 13/14 & 14/15 \$ _____

BID GRAND TOTAL \$ _____

**EXHIBIT E
RATE AND PRICE SCHEDULE**

In addition to all other requirements specified in this solicitation, by signing this form, the bidder commits to compliance with the requirements of Government Code, Section 19134 and these regulations.

Section 14835, et seq. of the California Government Code requires that a five percent preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of service, are contained in Title 2, California Code of Regulations, Section 1896, et seq. A copy of the regulations is available upon request. To claim the small business preference, which may not exceed \$50,000 for any bid, your firm must have its principal place of business located in California and be verified by the State Office of Small Business Certification and Resources (OSBCR). Questions regarding the preference approval should be directed to that office at (916) 323-5478.

NOTE: **Are you claiming preference as a small business?** If yes, attach a copy of your OSBCR certification to this bid.

_____ **Yes** _____ **No**

CERTIFICATION

COMPANY: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

SIGNED BY: _____

TITLE: _____

DATE: _____

PHONE: _____

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 H
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 I
IRAN CONTRACTING ACT
(Public Contract Code sections 2202-2008)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		<i>Date Executed</i>