CALIFORNIA
AIR RESOURCES BOARD

INVITATION FOR BID
Notice to Prospective Bidders
IFB No. 26MLD001

July 8, 2026

You are invited to review and respond to this Invitation for Bid (IFB) No. 26MLD001, entitled, **"Equipment Calibration."** In submitting your bid, you must comply with the instructions found herein.

This IFB is published online in the California State Contracts Register (CSCR) at https://caleprocure.ca.gov/pages/index.aspx. To ensure receipt of any addenda that may be issued, interested parties are encouraged to register online at: https://caleprocure.ca.gov.

The California Air Resources Board (CARB) deadline for receipt of bids is **July 20, 2026 no later than 11:00 am PST.** All bids must be submitted via electronic mail to Purchasing@arb.ca.gov. Faxed, hand delivered and mailed bids will not be accepted. Bids must be submitted no later than the date and time indicated under Section II. A. Key Action Dates and addressed as follows: **Purchasing@arb.ca.gov**. File size cannot exceed 50 Mega Bytes (MB). The naming convention of the bid must be in the following format: "**IFB 26MLD001 [insert vendor name] Bid**." Bids must be received on or before the date and time specified herein and the email addresses provided below:

EMAIL IFB Bids to:
Purchasing@arb.ca.gov
Cc: Christy.miller@arb.ca.gov
Cc: Aracely.coria@arb.ca.gov

You are advised that you are responsible for ensuring that your bid is received by the above listed contact person by the time and date required. Any bid reaching the contact person after the deadline date and time will be rejected.

In the opinion of the CARB, this IFB is complete and without need of explanation. However, if you have questions, notice any discrepancies or inconsistencies, or need any clarifying information, the contact person for this IFB is listed below. **All questions must be submitted in accordance with the IFB instructions contained herein and sent via email directly to the below listed contact person and not through the Cal eProcure system.**

Contact: Christy Miller
Email: christy.miller@arb.ca.gov
CC: aracely.coria@arb.ca.gov

We appreciate your interest in this project and hope to receive a bid from you if this is within your area of expertise.

TABLE OF CONTENTS SECTION

DRAFT STANDARD AGREEMENT

ATTACHMENTS

I. SCOPE OF WORK

The California Air Resources Board (CARB) is seeking a Contractor to provide and be responsible for all labor, materials and equipment needed to perform the calibration, certification, repair and adjustment of Vapor Recovery and Source Test Equipment services detailed in this Agreement.

The contract term shall be for thirty (30) months.

More detailed information can be found in the Draft Standard Agreement.

CARB's budget for this project is **$52,020.00**. Bids exceeding this amount may be deemed non-responsive and ineligible for award.

II. BID INSTRUCTIONS AND INFORMATION

This section contains instructions for the organization and timely submission of your bid. It also contains the bid requirements and other important information crucial for submittal of a responsive and responsible bid. It is the responsibility of the bidder to carefully read and follow all bid requirements within this Invitation for Bid (IFB). Compliance with the IFB instructions is mandatory for your bid to be considered for award. Failure to comply with the IFB instructions will cause your bid to be deemed non-compliant and non-responsive, thus, ineligible for award.

Please read and carefully follow the instructions listed in the following sections. The instructions are separated by category, each with its own requirements and necessary information for submission of a timely and responsive bid. All requirements and specifications in the IFB must be responded to, and all requested data must be supplied for a bid to be considered responsive.

A. IFB Key Action Dates

Below is the tentative time schedule for this IFB. The CARB reserves the right to modify the IFB and/or change the date and time at its sole discretion, prior to the date fixed for submission of bids, by the issuance of an addendum to all parties who received a bid package.

i. CARB reserves the right to modify or cancel in whole or part, this solicitation.

ii. Clarifications to solicitation will be given only in the form of addenda to all bidders.

Time Schedule	Date	Time
IFB Posted on Cal eProcure	07/08/2026	N/A
Deadline for Submission of Written Questions	07/10/2026	11:00 AM
Responses to Questions Posted	07/14/2026	N/A

Bid Submission Due	07/20/2026	11:00 AM
Bid Opening [Virtual]	07/20/2026	2:00 PM
Notice of Intent To Award [posted for 5 days]	07/24/2026	N/A
Estimated Contract Start Date	07/31/2026	N/A

Written questions must be submitted via electronic mail by the date and time indicated in Section II.A., IFB Key Action Dates. All written questions received prior to the date indicated for the Written Questions Deadline will be answered in the form of an addendum and posted online at https://caleprocure.ca.gov. Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum to all parties/participants.

All questions or concerns related to the IFB must be directed electronically to:

California Air Resources Board Acquisitions Branch
Contact: Christy Miller
Email: Christy.Miller@arb.ca.gov
CC: Aracely.Coria@arb.ca.gov

B. Submission of Bid

1. All bids **RECEIVED** by CARB must be submitted electronically and sent to CARB by the date and time shown in the time schedule in Section II. A., "IFB Key Action Dates."

2. Time of delivery is of the essence and must be adhered to. Any bid received after the due date and time as outlined in the time schedule in Section II.A., "IFB Key Action Dates" will be rejected by CARB as not complying with a mandatory requirement of this IFB.

3. Bids must be submitted no later than the date and time indicated under Section II. A. Key Action Dates and file size cannot exceed 50 Mega Bytes (MB).

4. The naming convention of the bid must be in the following format: **"IFB 26MLD001 [insert vendor name] Bid."**

5. Bids must be submitted as a PDF attachment directly to the addresses listed below. Bids containing external links to websites or file-sharing services will not be evaluated and will be deemed non-responsive.

   Purchasing@arb.ca.gov
   CC: Christy.Miller@arb.ca.gov
   CC: Aracely.Coria@arb.ca.gov

6. Bids received after this date and time will be rejected.

C. Bid Submission Withdrawal

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.

D. Bidder Responsibilities

1. Before submitting a response to this solicitation, bidders should review, correct all errors, and confirm compliance with the IFB requirements.

2. 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 CARB. This includes, but is not limited to: delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, any and all travel related expenses incurred in the performance of completing the bid for submittal; or for any other purpose unless expressly included and itemized in the bid solicitation.

3. Prior to submission of bid, bidder shall examine any specifications and instructions or other materials required and included in the bid package to ensure that they meet all the requirements stated in this IFB.

4. It is the **bidder's responsibility** to promptly notify the CARB Contract Analyst identified in the solicitation by email, if the bidder believes that the solicitation is unfairly restrictive, contains errors or conflicting language, or needs clarification. Such notification must be submitted no later than 72 hours prior to bid opening date and time. All such correspondence received after the 72-hour deadline will not be considered and deemed ineligible for review and/or response from CARB.

5. Before submitting a response to this IFB, the Bidder should review their response, correct all errors, and confirm compliance with the IFB requirements. It is the Bidder's responsibility to complete and submit all required attachments as listed on **Attachment 1**.

6. Bidder must complete and submit Bid/Bidder Certification Sheet, **Attachment 2**.

7. Bidder must complete and submit Contractor's Cost Sheet, **Attachment 3.** Submission of this attachment is mandatory. Failure to fully complete and return attachment with your bid will cause your bid to be rejected and deemed non-responsive.

8. References must be provided using Bidder References Form, **Attachment 4**. Submission of this attachment is mandatory. Failure to fully complete and return this attachment with your bid may cause your bid to be rejected and deemed non-responsive.

9. Bidder must complete and submit to CARB, the Payee Data Record (STD 204), **Attachment 5**, to determine if the selected bidder is subject to State income tax withholding, pursuant to California Revenue and Taxation Code, Section 18662. This form can be found on the Internet at http://www.documents.dgs.ca.gov/dgs/FMC/PDF/Std204.pdf. Contract payment cannot be made unless a completed STD 204 and/or Payee Data Record Supplemental STD 205 (if applicable) **Attachment 6**, has been returned to CARB. This form can be found on the Internet at https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf.

10. Bidder is responsible for reviewing, reading, understanding, and complying in full with the State's General Terms and Conditions along with the Contractor Certification Clauses (CCCs) at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language. The bidder must sign and return CCCs, **Attachment 7.**

11. The bidder must complete and submit Bidder Declaration Form, **Attachment 8**.

12. The Bidder must sign and submit to CARB, the Darfur Contracting Act Certification, **Attachment 10**.

13. Bidder must sign and submit to CARB, the California Civil Rights Laws Certification, **Attachment 11**. (applicable if Agreement is $100,000 or more)

14. The bidder must be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

15. The bidder must own and operate a legitimate business. If required by law, the bidder must be registered and in good standing with the California Secretary of State. All businesses that are required to be registered with the Secretary of State must be registered prior to date of Agreement award. Evidence of registration shall be submitted with bid.

16. In the event that any license(s) and/or permit(s) expire at any time during the term of this agreement, bidder agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the bidder fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

17. The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

    Bidder / Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

    Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

    Upon notification by a Bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.

    Government Code 11549.64 defines "Generative Artificial Intelligence (GenAI)" as an artificial intelligence system that can generate derived synthetic content, including text,

images, video, and audio that emulates the structure and characteristics of the system's training data.

18. Executive Order N-6-22 – Russia Sanctions

    On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

E. Minimum Bidder Qualifications

The bidder must provide a detailed response, outlining information as to how the bidder meets each of the minimum qualifications listed below. The bidder must provide their detailed response on **Attachment 12,** Detailed Response for Minimum Qualifications. Bids that do not meet the minimum qualifications may be determined non-responsive and ineligible for award.

F. General Requirements

1. Insurance Requirements

   It is the bidder's responsibility to provide insurance and endorsements as described in the Draft Standard Agreement, Exhibit D, Special Terms and Conditions, if selected for award.

2. Subcontracts/Subcontractors

   If subcontractors are to be used, the bidder must include the description of each person or firm and the work to be done by each subcontractor in **Attachment 8**, Bidder Declaration. Subcontractors, if any must be identified and their qualifications.

3. COVID-19 Prevention Contractor Self-Certification

   As part of CARB's ongoing efforts to protect the health and safety of its employees, CARB is requesting all vendors/contractors who perform work in person or on site to provide certification that the vendor's/contractor's employees and subcontractors have provided documentation to the vendor/contractor that the employees are either fully vaccinated against COVID-19 (as defined by the CDC), or have obtained a negative COVID-19 test result within seventy-two (72) hours of in-person or on-site work. The vendor/contractor does not need to provide the documentation of employees' or subcontractors' vaccination status or negative test result to CARB. If no employees or subcontractors of the vendor/contractor will interact with any CARB employees or perform work on site, CARB requests the vendor/contractor certify to this effect.

   Additionally, all contractors who perform services under a contract with CARB are expected to, at their own expense, comply with all applicable health and safety laws and regulations. This includes, but is not limited to, all laws, regulations, and public

health orders related to the COVID-19 pandemic. Bidder must sign and submit to CARB, the COVID-19 Prevention Contractor Self-Certification, **Attachment 13**.

G. Bid Rejection

1. 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.

2. Bids must be completed in all respects as required by the IFB. A bid will be rejected if it is conditional or incomplete, or if it contains any alterations of forms or other irregularities of any kind. The State may reject any or all bids and may waive any immaterial deviation in a bid. The State's waiver of immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements, if awarded the agreement. A bid must be rejected if any such defect or irregularity constitutes a material deviation from the IFB requirements.

3. CARB reserves the right to reject any or all bids for any reason. The agency is not required to award an agreement. Each bid will be checked in detail to determine its compliance to the IFB requirements. If a bid fails to meet any IFB requirements, CARB will determine if the deviation is material; a material deviation will cause rejection of the bid. A non-material deviation (errors in mathematical computation, spelling, etc.) willbe examined to determine when the deviation is acceptable. If accepted, the bid will be processed as if no deviation had occurred.

4. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, will be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this IFB, it will be the basis for rejection of the bid.

5. Bids received past the date and time specified in the table in Section II.A., “IFB Key Action Dates,” will be deemed non-responsive and rejected. Under no circumstances will any bids be accepted past the date and time stated in the table. All such bids received past the date and time will not be accepted.

H. Signature

1. An individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet, **Attachment 2**. The signature must indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.

2. All documents requiring a signature must bear an original or electronic signature of a person authorized to bind the bidding firm and must be duly authorized to sign the contract/agreement if awarded the bid.

I. Bid Opening and Evaluation

1. The bids will be publicly opened and read promptly at the time and place indicated in the IFB, as stated in the table in Section II.A., “IFB Key Action Dates.”

   The bids will be virtually publicly opened and read on Microsoft Teams:

Meeting ID: 293 055 068 447 667
Passcode: vd7ND6HB
Join:https://teams.microsoft.com/meet/293055068447667?p=BdWLGmwk6pKOMwjBKQ

2. A vendor's bid must constitute an irrevocable offer for a period of at least 90 days following the scheduled date for contract award and execution.

3. CARB will put each bid through an administrative evaluation process pursuant to the published requirements to determine the bidder's responsiveness to the IFB.

J. Disposition of Bids

Upon bid opening, all original documents submitted in response to this IFB will become the property of the State of California and CARB, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.).

K. Selection and Award

1. Award, if made, will be to the lowest responsive, responsible bidder.

2. Upon written request by any bidder who has submitted a bid, notice of the proposed award shall be posted at least five working days prior to awarding the contract. Notice of the proposed award shall be posted on Cal eProcure at https://caleprocure.ca.gov/pages/index.aspx and online at https://www.arb.ca.gov/personnel/contracts/contractsoutside.htm

3. 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 email five (5) working days prior to the award of the agreement.

4. Bidders may protest the proposed award(s) by filing a notice of protest with CARB and the Department of General Services (DGS), Office of Legal Services (OLS).

5. Protest notices should contain full contact information, including an email address, and must be filed with:

California Air Resources Board, Acquisitions Branch Attention: Alice Kindarara, Manager II IFB 26MLD001 1001 I Street, 20th Floor Sacramento, CA 95814 Phone Number: (279) 216-0406 Email Address: purchasing@arb.ca.gov	**Department of General Services Office of Legal Services** Attention: Bid Protest Coordinator 707 Third Street, 7th Floor, Suite 7-330 West Sacramento, CA 95605 Bid Protest Coordinator email address: OLSProtests@dgs.ca.gov

6. Within five (5) calendar days after filing the protest notice, the protesting Bidder shall file with DGS, OLS and CARB a detailed written statement specifying the grounds for the protest.

7. The Agreement(s) shall not be awarded until either the protest has been withdrawn or the State has decided the matter.

8. Proposed contractor will receive a fully executed contract with all necessary terms and conditions and exhibits/attachments. Proposed contractor should carefully read the entire contract and be sure to sign contract and all required documents.

9. Such award, if made, will be made within sixty (60) days after opening of bids, if not sooner. **Contract shall be signed by bidder and returned within ten (10) working days of receipt**. If lowest responsive, responsible bidder refuses or fails to execute the contract, CARB may award the contract to the next lowest responsive, responsible bidder.

L. Standard Conditions of Service

1. Services shall be available on the express date set by the awarding agency 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 awarding agency, upon five (5) 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 contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.

2. All performance under the agreement shall be completed on or before the termination date of the agreement.

3. The State does not accept alternate contract language from a prospective contractor. A bid with such language may be considered a counter proposal and may be rejected. **The State's General Terms and Conditions (GTC) and Contractor Certification Clauses (CCC) are not negotiable.** The GTC and CCCs are included in the sample agreement attached to this package and may also be viewed at the Internet site: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language under Standard Contract Language.

4. The State does not negotiate rates and/or costs listed on any bid submitted.

5. No oral understanding or agreement shall be binding on either party. Any changes or alterations to the contract/agreement must be in writing and approved by both parties and/or Department of General Services' Office of Legal Services, if required.

M. Socio-Economic and Preference Programs

1. Disabled Veteran Business Enterprise (DVBE) Incentive (Optional)

This solicitation does not require a minimum amount of DVBE participation. However, you are strongly encouraged to either become certified, if eligible, or to subcontract a portion of the work to a certified DVBE.

If a prime bidder is a certified DVBE or commits to subcontracting with DVBE(s), it may be eligible to receive an incentive provided that the DVBE provides a commercially useful function as defined in California Code of Regulations, Title 2, Section 1896.61(l). For evaluation purposes only, the State shall apply an incentive to

bids that propose California certified DVBE participation as identified on the Bidder Declaration (GSPD-05-105), **Attachment 8**, and confirmed by the State.

The incentive amount varies in conjunction with the percentage of DVBE participation in accordance with the "California Disabled Veteran Business Enterprise (DVBE) Bid Incentive Instructions," **Attachment 9.**

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

Bidders claiming the DVBE incentive must complete and return the Disabled Veteran Business Enterprise Declarations form (STD 843) found at: https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf

2. **Small Business (SB) or Microbusiness (MB) Preference (Optional)**

If bidder is claiming the 5 % certified SB or MB preference, or is committing to subcontract 25 % or more of their net bid price to one or more Certified SBs or MBs, complete Bidder Declaration (GSPD-05-105), **Attachment 9,** and attach a copy of the certification.

Additional References: https://www.dgs.ca.gov/PD/

Questions regarding the certification approval process or the Small Business program should be directed to the Department of General Services, Procurement Division at (800) 559-5529 or (916) 375-4940. For the 24-Hour Recording & Mail Request call (916) 322-5060.

SB or MB bidders or bidders using the non-SB preference shall be granted a preference consisting of 5 % of the bid price of the lowest responsive bidder that is not a SB.

N. Darfur Contracting Act Certification (Mandatory Submittal)

Public Contract Code Sections 10475-10481 applies to any company that currently or within the previous three years has conducted business activities or other operations outside of the United States. For any contractor that submits a bid or proposal, the contractor must certify that it is either 1) not a scrutinized company; or 2) a scrutinized company that has been granted permission by the Department of General Services. This form must be completed and submitted with your bid. See Darfur Contracting Act Certification, **Attachment 10**.

DRAFT STANDARD AGREEMENT
(TO BE INSERTED ONCE FINAL)

SCO ID: 3900-26MLD001

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
26MLD001	ARB-3900

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

CONTRACTING AGENCY NAME
California Air Resources Board (CARB or State)

CONTRACTOR NAME
TBD

2. The term of this Agreement is:

START DATE
TBD

THROUGH END DATE
TBD

3. The maximum amount of this Agreement is:
TBD

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	7
	Exhibit A	Attachment 1 – Calibration Verification Sheet (Verification Sheet)	2
	Exhibit B	Budget Detail and Payment Provisions	1
+ -	Exhibit B	Attachment 1 – Contractor's Cost Sheet	1
+ -	Exhibit C *	General Terms and Conditions (02/2025)	Online
+ -	Exhibit D	Special Terms and Conditions	5

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 https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

EXHIBIT A
SCOPE OF WORK

Contractor shall perform calibration, certification, repair, adjustment of equipment, and parts replacement as detailed in this Agreement. Contractor shall also return the supplied Exhibit A, Attachment 1 – Calibration Verification Sheet (Verification Sheet) for Mass Flow Meters, and a report and graphs as specified for all other items listed in Exhibit A, Section A - Equipment.

Contractor shall provide and be responsible for all labor, materials and equipment needed to perform the calibration, certification, repair and adjustment of Vapor Recovery and Source Test Equipment services detailed in this Agreement.

A. EQUIPMENT

Contractor shall perform the services outlined in this Agreement on the equipment listed below under Items 1-4:

Item 1: Contractor shall provide on an annual basis: testing, calibration, and certification (proofing) traceable to a NIST standard, and provide a report (which includes a data table **and** graph) for each meter calibrated for item 1.a) through 1.h) that follows:

a) Volumetric Gas Meters, five (5) model 8C175, ten-point calibration shall be at 10, 25, 50, 75, 100, 200, 300, 400, 550, and 700 ft³/h.

Serial Number	Bar Code Number
0734174	433503
0734175	433504
0734176	433505
0735458	433506
0735459	433507

b) Volumetric Gas Meters, four (4) model 3M175, ten-point calibration shall be at 10, 30, 50, 100, 300, 600, 1000, 1600, 2000, and 2400 ft³/h.

Serial Number	Bar Code Number
9133501	433511
9133503	433508
9323811	433502
9323812	433501

c) Volumetric Gas Meters, two (2) model 11M175, ten-point calibration shall be at 1000, 2000, 3000, 4000, 5000, 6000, 7000, 8000, 9000 and 10000 ft³/h.

Serial Number	Bar Code Number
9521726	433512
9521727	433513

d) 8-inch Gas Turbine Meter, two (2) model 8GT, ten-point calibration shall be at 5000, 10000, 15000, 20000, 25000, 30000, 35000, 40000, 50000, and 60000 ft³/h.

Serial Number	Bar Code Number
50982	20010119
50906	None

e) One (1) Red Lion Digital Totalizer Box, no serial number.

f) One (1) Fluke model 725, multi-function process calibrator, serial number 1608098. Calibrate 0-100 mV source output and K-type thermocouple source output.

g) One (1) Torque Wrench, model TER12FUA, serial number 4647, barcode 449629, minimum accuracy of 3.0 percent full-scale, (0-250 in/lb with 5 in/lb increments).

h) One (1) Alicat Brand Mass Flow Controller, 0-50 SLPM.
20 PSIG inlet: Calibration Points 26, 27, 28, 29, 30 SLPM.

Serial Number	Bar Code Number
90251	2012175

Item 2: Contractor shall provide on an annual basis: testing, calibration, and certification (proofing) traceable to a NIST standard, and provide a report (which includes a data table and graph) for each meter calibrated for the following:

Volumetric Gas Meters, one (1) model 5M175, ten-point calibration shall be at 175, 250, 500, 750, 1250, 1620, 2125, 2525, 3025, and 3900 ft³/h.

Serial Number	Bar Code Number
0011361	None

Item 3: Contractor shall provide on a semiannual (twice a year) basis: testing, calibration and certification (proofing) traceable to a NIST standard, and provide a report (which includes a data table and graph) for each calibrated meter. Also, include the California Air Resources Board (CARB) provided Verification Sheet (Exhibit A, Attachment 1 - Calibration Verification Sheet) for item 3.c) and item 3.d):

a. Volumetric Gas Meters, two (2) model 5M175, ten-point calibration shall be at 175, 250, 500, 750, 1250, 1620, 2125, 2525, 3025, and 3900 ft³/h.

Serial Number	Bar Code Number
0110637	20113091
0048008	2094267

b) Volumetric Gas Meters, six (6) model 8C175, ten-point calibration shall be at 10, 25, 50, 75, 100, 200, 300, 400, 550, and 700 ft³/h.

Serial Number	Bar Code Number
0048007	20094268
0514095	20094288
0514096	20094199
1024249	None
1024250	20113096
114650	20094263

c) Four (4) each Alicat Brand Mass Flow Meters, 0-20 ml/min.

10 PSIG inlet: Calibration Points 2, 4, 10, 16, 20 ml/min.
25 inches Hg inlet: Calibration Points 2, 4, 10, 16, 20 ml/min.

Serial Number	Bar Code Number
72680	20121752
115922	20131678
115921	20131675
72678	20121750

d) Four (4) each Alicat Brand Mass Flow Meters, 0-200 ml/min.
10 PSIG inlet: Calibration Points 20, 40, 100, 160, 200 ml/min.
25 inches Hg inlet: Calibration Points 20, 40, 100, 160, 200 ml/min.

Serial Number	Bar Code Number
115924	20131676
72676	20121746
115923	20131677
72674	20121748

Item 4: Contractor shall provide on a semi-annual (twice a year) basis: testing, calibration and certification (proofing) traceable to a NIST standard, and provide a report (which includes a data table and graph) for each calibrated base unit and pressure module.

a) Two (2) Pressure Modules, model Ashcroft AQS-1/FM Module with two (2) Pressure Calibrators, model Ashcroft ATE-100/FM Base Units.

Base Unit Serial Number	Base Unit Bar Code Number	Module Serial Number	Module Bar Code Number

7357	20020746	38723	None
9213	None	24260	None

The State reserves the right to add equipment similar to the list specified in this Agreement and delete equipment that has become obsolete through a formal amendment.

B. LOCATION

Services shall be performed at a NIST traceable facility as specified herein: 11133 Winners Circle, Los Alamitos, CA 90720.

C. REPAIR

1. Contractor shall perform an unlimited number of repair services as requested or necessary to keep the equipment fully operational.

2. CARB shall ship or deliver equipment to the Contractor for repair services in accordance with the Shipment of Equipment section.

3. Contractor shall perform repair services upon telephone request from CARB. Contractor shall provide a service reference number to CARB upon receiving request for service.

4. Contractor shall begin repair services within three (3) business days of request.

5. Repair services shall be performed at no additional cost to CARB.

D. CALIBRATION

1. Contractor shall perform calibration services at the frequencies listed in Exhibit A.

2. Contractor shall perform calibration services upon a telephone request from CARB. Contractor shall provide a service reference number to CARB.

3. CARB shall ship or deliver equipment to the Contractor for calibration service in accordance with the Shipment of Equipment section.

4. Contractor shall ensure all instruments used to calibrate the equipment shall be certified and traceable to NIST. Contractor shall perform conductivity tests in accordance with applicable rules and regulations.

5. Contractor shall identify all calibrated equipment by placing inspection stickers on the equipment. Stickers shall show the date of calibration and/or date of service, and signature of service technician servicing the equipment.

6. Upon request, Contractor shall provide a calibration certificate signifying that a continuing quality control program is in existence.

E. PARTS REPLACEMENT

1. Contractor shall replace any part that becomes worn or inoperable, or that otherwise affects the equipment’s operability in any way.

2. Contractor shall notify CARB prior to ordering and/or installing parts. A written estimate of the required part(s) must be submitted to and approved in writing by CARB, prior to replacement. All replacement parts will be invoiced at the listed rates, plus applicable tax(es), and invoiced in arrears. The cumulative cost for all parts under this Agreement may not exceed 15 percent (15%) of the total Agreement amount.

3. Contractor shall ensure that replacement parts are new, factory manufactured, or of equivalent quality. Consumables and other supply items are hereby excluded.

4. Contractor shall dispose of replaced parts in accordance with all federal, State, city, and county rules and regulations.

F. EXCLUSIONS

Services provided under this Agreement do not include maintenance of accessories, attachments, machines, or other devices not specified herein. Also excluded are painting or refinishing of equipment, and the furnishing of supplies, accessories, or devices of any nature, except such items or equipment deemed necessary for the maintenance and repair of the equipment.

G. SHIPMENT OF EQUIPMENT

1. CARB shall be responsible for all outgoing shipping and/or delivery arrangements, including shipping and insurance costs. Insurance shall cover full replacement value on shipped equipment.

2. Contractor shall be responsible for all shipping arrangements, including shipping and insurance costs, for the return of the equipment. Insurance shall cover full replacement value on shipped equipment. Contractor shall ship equipment to the following address:

California Air Resources Board
1927 13th Street
Sacramento, CA 95811
Telephone: 279-208-7440
Attn: Reid Bendix

3. CARB shall provide a return shipping label for Contractor to use upon return shipment.

H. TECHNICAL TELEPHONE SUPPORT

Contractor shall provide technical telephone support at no additional cost to CARB. Technical support shall be available to CARB during the hours of 8:00 AM and 5:00 PM (PST) Monday through Friday.

I. ACCEPTANCE

Services performed by the Contractor are to be inspected by CARB after completion. CARB is solely responsible for determining acceptability of the work performed and the operability of the equipment.

J. WARRANTY

1. Services: Contractor warrants all services performed for a minimum of twelve (12) months from the start date of service performance.

2. Contractor shall correct any equipment failure that has occurred due to defective parts, or to poor workmanship, at no additional cost to the State, even if the contract expires. Correction shall be made within five (5) business days of receipt of equipment, or as mutually agreed upon by CARB and the Contractor.

K. RESPONSIBILITIES OF CARB

CARB staff shall not perform maintenance service or attempt repairs to equipment while such equipment is under this Agreement, unless mutually agreed to by CARB and the Contractor.

L. RESPONSIBILITIES OF THE CONTRACTOR

1. Services performed by the Contractor shall conform to the latest requirements of federal, State, city, and county regulations. Contractor is responsible for compliance with all applicable laws, codes, rules and regulations in connection with work performed under this Agreement.

2. Contractor shall repair or replace equipment, at CARB's discretion, any equipment lost, damaged, or stolen while in Contractor's possession. Replaced equipment will be of equivalent or better quality than equipment listed in the Scope of Work.

M. Contract Representatives

The Contract Managers during the term of this Agreement shall be:

Agency: California Air Resources Board	Contractor: To Be Determined (TBD)
Division: TBD	Section: TBD
Attention: TBD	Attention: TBD
Address: TBD	Address: TBD
Phone: TBD	Phone: TBD
Email: TBD	Email: TBD

Direct all inquiries to the Project Managers. The parties may change their Contract Representative(s) upon providing ten (10) days written notice to the other party's Contract Representative(s). The notifying party shall provide complete contact information for the replacement Contract Representative(s) to include the information provided above.

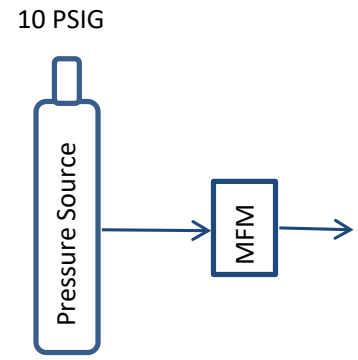
The Administrative Contacts during the term of this Agreement shall be:

Agency: California Air Resources Board	Contractor: TBD
Division: TBD	Section: TBD
Attention: TBD	Attention: TBD
Address: TBD	Address: TBD
Phone: TBD	Phone: TBD
Email: TBD	Email: TBD

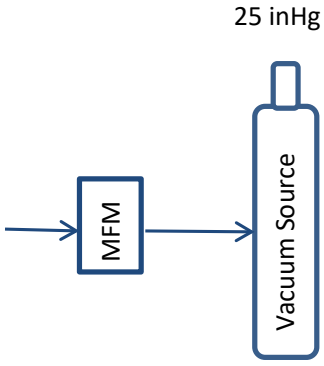
The parties may change their Contract Representative(s) upon providing ten (10) days written notice to the other party's Contract Representative(s). The notifying party shall provide complete contact information for the replacement Contract Representative(s) to include the information provided above.

EXHIBIT A, ATTACHMENT 1

Calibration Verification Sheet (Verification Sheet)

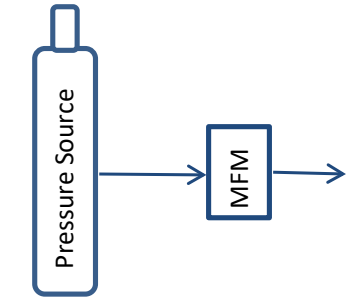


0-20 MFM Verification Check (at 10 PSIG Inlet Pressure)				
Target Flow (ml/min)	(1) Standard Flow (ml/min)	(2) MFM Reading (ml/min)	Difference (1) - (2) (ml/min)	Difference within ± 0.2? Pass (P) / Fail (F)
2				
4				
10				
16				
20				



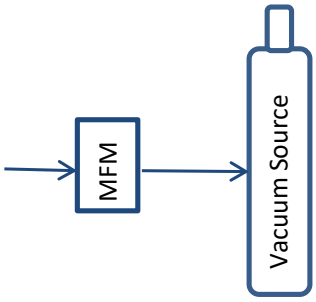
0-20 MFM Verification Check (at 25 inHg Inlet Vacuum)				
Target Flow (ml/min)	(1) Standard Flow (ml/min)	(2) MFM Reading (ml/min)	Difference (1) - (2) (ml/min)	Difference within ± 0.2? Pass (P) / Fail (F)
2				
4				
10				
16				
20				

10 PSIG



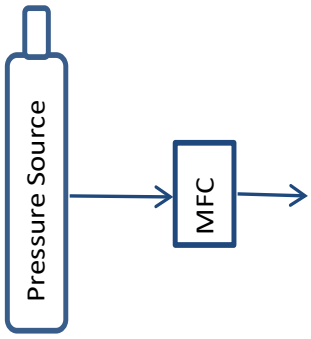
0-200 MFM Verification Check (at 10 PSIG Inlet Pressure)				
Target Flow (ml/min)	(1) Standard Flow (ml/min)	(2) MFM Reading (ml/min)	Difference (1) - (2) (ml/min)	Difference within ± 2? Pass (P) / Fail (F)
20				
40				
100				
160				
200				

25 inHg



0-200 MFM Verification Check (at 25 inHg Inlet Vacuum)				
Target Flow (ml/min)	(1) Standard Flow (ml/min)	(2) MFM Reading (ml/min)	Difference (1) - (2) (ml/min)	Difference within ± 2? Pass (P) / Fail (F)
20				
40				
100				
160				
200				

20 PSIG



0-50 MFC Verification Check (at 20 PSIG Inlet Pressure)				
Target Flow (L/min)	(1) Standard Flow (L/min)	(2) MFM Reading (L/min)	Difference (1) - (2) (L/min)	Difference within ± 0.3? Pass (P) / Fail (F)
26				
27				
28				
29				
30				

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

A. INVOICING AND PAYMENT

1. For services satisfactorily rendered, upon receipt and approval of the invoice(s), the State agrees to compensate the Contractor for costs specified in accordance with Exhibit B, Attachment 1 – Contractor's Cost Sheet.

2. Contractor shall submit one (1) copy of each invoice. Invoice(s) must include the Agreement Number, itemized expenses, service dates, Contractor's name and address and must be submitted not more frequently than monthly in arrears to:

California Air Resources Board
Accounting Section
AccountsPayable@arb.ca.gov

B. 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, 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.

2. 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.

C. 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.

D. TRAVEL & PER DIEM

There shall be no reimbursement for travel or per diem.

EXHIBIT B, ATTACHMENT 1
CONTRACTOR'S COST SHEET

ACTIVITY	QTY	FREQUENCY	EA. PRICE	AMOUNT
DRESSER 8C715 VOLUMETRIC GAS METER: NIST CALIBRATION	5	ANNUALLY		
DRESSER 3M175 VOLUMETRIC GAS METER: NIST CALIBRATION	4	ANNUALLY		
DRESSER 11M175 VOLUMETRIC GAS METER: NIST CALIBRATION	2	ANNUALLY		
AMERICAN 8GT TURBINE METER: NIST CALIBRATION	2	ANNUALLY		
ALICAT MASS FLOW CONTROLLER: S/N #90251: NIST CALIBRATION	1	ANNUALLY		
MISCELLANEOUS EQUIPMENT ONE (1) RED LION DIGITAL TOTALIZER BOX NO S/N, ONE (1) FLUKE 725 MULTIFUNCTION PROCESS CALIBRATOR S/N #1608098, ONE (1) TORQUE WRENCH MODEL TER12FUA S/N #4647: NIST CALIBRATION	3	ANNUALLY		
DRESSER 5M175 VOLUMETRIC GAS METER: NIST CALIBRATION	1	ANNUALLY		
DRESSER 5M175 VOLUMETRIC GAS METER: NIST CALIBRATION	2	BI-ANNUALLY		
DRESSER 8C715 VOLUMETRIC GAS METER: NIST CALIBRATION	6	BI-ANNUALLY		
ALICAT MASS FLOW CONTROLLER: NIST CALIBRATION	8	BI-ANNUALLY		
ASHCROFT ATE-100/FM BASE UNIT & AQS-1/FM MODULE: NIST CALIBRATION	2	BI-ANNUALLY		
			Total Per FY	**XX,XXX.XX**
			3 Year Total	**XX,XXX.XX**

The calibration and maintenance and repair rates provided are all-inclusive, and include tax, parts, labor, personnel, materials, supplies, equipment, and any other items necessary to provide the calibration and maintenance and repair services within this Agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final contract. The General Terms and Conditions (GTC 02/2025) will be included in the contract by reference to STD 213 and Internet site:
https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

A. EXCISE TAX

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California, local sales, or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

B. SETTLEMENT OF DISPUTES

1. In the event of a dispute, Contractor shall file a "Notice of Dispute" with CARB within ten (10) days of discovery of the problem. Within ten (10) days, CARB shall meet with the Contractor and Contract Manager for purposes of resolving the dispute.

2. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Contractor and State employees normally responsible for the administration of this Agreement shall be brought to the attention of the Executive Officer or designated representative of each organization for resolution. The decision of the State Executive Officer or designated representative shall be final.

3. In the event of a dispute, the language contained within this Agreement shall prevail over any other language.

4. The existence of a dispute not fully resolved shall not delay Contractor to continue with the responsibilities under this Agreement which is not affected by the dispute.

C. 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 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.

D. STOP WORK ORDER

State reserves the right to issue an order to stop work in the event that a dispute should arise, or in the event that State gives Contractor a notice that the Agreement will be terminated. The stop work order will be in effect until the dispute has been resolved or the Agreement has been terminated.

E. TERMINATION

1. In addition to the rights under Exhibit C, General Term and Conditions of the Standard Agreement, State reserves the right to terminate this Agreement in whole or in part at its sole discretion at any time upon thirty (30) days prior written notice to Contractor.

2. After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately stop work, regardless of any delay in determining or adjusting any amounts due under this clause.

3. In the case of early termination, Contractor must submit one (1) original and one (1) copy of a final invoice within thirty (30) calendar days upon date of written notice. The final invoice shall cover all unpaid services to termination date, following the invoice requirements of this Agreement. Final invoice shall be submitted to the address listed on Exhibit B, Budget Detail and Payment Provisions.

4. Upon receipt of the final invoice, a final payment will be made to Contractor. This payment shall be for all State-approved costs that in the opinion of State are justified, and shall include labor, and materials purchased or utilized (including all non-cancellable commitments) to termination date at the rates set forth in the contract.

F. AMENDMENTS

1. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

G. INSURANCE REQUIREMENTS

1. Commercial General Liability

   Contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this Agreement. 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 must include coverage for liabilities arising out of premises operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

   California Environmental Protection Agency/California Air Resources Board, State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed under this Agreement.

   This endorsement must be supplied under a 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, Contractors shall include all subcontractors as insured under

Contractor's insurance or supply evidence of insurance to the State equal to policies, coverage and limits required of Contractor.

2. Automobile Liability

   Contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this Agreement. 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 include:

   California Environmental Protection Agency/California Air Resources Board, State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed under this Agreement.

3. Workers' Compensation and Employers' Liability

   Contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this Agreement. Contractor shall maintain statutory workers' compensation and employers' liability for all its employees who will be engaged in the performance of the Agreement. Employers' liability limits of $1,000,000 are required. The policy must include:

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

4. General Provisions Applying to all Policies

   a. Coverage Term: Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, 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 Agreement. The Contractor agrees to provide a new certificate of insurance via email to:

      California Air Resource Board
      purchasing@arb.ca.gov
      Subject Line: 26MLD001 – Insurance Certificate

   b. Policy Cancellation or Termination and Notice of Non-Renewal: Contractor shall provide to the State within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Agreement. 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 Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

   c. Deductible: Contractor is responsible for any deductible or self-insured retention contained within their insurance program.

d. Primary Clause: Any required insurance contained in the Agreement shall be primary, and not excess or contributory to any other insurance carried by the State.

e. 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.

f. Endorsements: Any required endorsement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

g. Inadequate Insurance: Inadequate or lack of insurance does not negate the Contractor's obligations under the Agreement.

H. FORCE MAJEURE

Except for defaults of subcontractors, neither CARB nor the Contractor must be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting from acts beyond the control of the offending party. This includes acts of God, enemy or hostile governmental action, civil commotion, strikes, government orders, national or state declared pandemics, lockouts, labor disputes, nuclear accident, freight embargo, fire, flood, earthquakes or other physical natural disaster, or governmental statutes or regulations superimposed after the fact. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this contract. CARB may terminate this Agreement immediately in writing without penalty in the event the Contractor invokes this clause.

If the Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Contractor must as soon as reasonably practicable recommence the performance of its obligations under this Agreement. The Contractor must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both the Contractor and subcontractor pursuant to this force majeure clause, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

I. REGISTRATION WITH STATE AND LOCAL JURISDICTIONS

All business entities doing business within the State must be registered with the appropriate

State and local jurisdictions and maintain applicable licenses as required by law. All businesses who do not possess active licenses required to perform the contract services in the scope of work, or who are not registered with the appropriate jurisdictions as required by law during the Agreement term may have their Agreement terminated at the discretion of CARB.

J. TAX DELINQUENCIES

Public Contract Code Section 10295.4 provides that a State agency shall not enter into any contract for goods or services with a contractor whose name appears on either list of the five hundred (500) largest tax delinquencies pursuant to Revenue and Taxation Code Section 7063 or 19195 of the Revenue and Taxation Code. FTB and BOE will post and periodically update lists of the five hundred (500) largest tax delinquencies on their websites as required by law. If CARB determines that the Contractor or any of its subcontractors are on either the FTB or BOE list at any time before or during the contract term, this will be grounds for termination of the Agreement.

K. HEALTH AND SAFETY

Contractors are required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractors are also required to comply with the state agency's specific health and safety requirements and policies. Contractors agree to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, the state agency's specific health and safety requirements and policies.

L. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions.

Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

M. ORDER OF PRECEDENCE

In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

1. Exhibit C – General Terms and Conditions (02/2025);

2. State of California – Department of General Services Standard Agreement STD 213 (rev. 04/2020) and any amendments thereto;

3. Exhibit D – Special Terms and Conditions;

4. Exhibit A - Scope of Work, including any specifications incorporated by reference herein; and

5. All other attachments incorporated into the Contract as listed on the STD 213.

ATTACHMENT 1
REQUIRED ATTACHMENT CHECKLIST

A complete bid or bid package will consist of the items identified below. **Be sure that your bid includes all required documents, as stated in this IFB.** 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 the State. For your bid to be responsive, all required attachments must be returned. This checklist should be returned with your bid package also. Completion of this checklist does not preclude the State from confirming your bid's compliance with all IFB requirements.

Attachment	**Attachment Name/Description**	
_____	Attachment 1	Required Attachment Checklist
_____	Attachment 2	Bid/Bidder Certification Sheet
_____	Attachment 3	Contractor's Cost Sheet
_____	Attachment 4	Bidder References
_____	Attachment 5	Payee Data Record (STD 204)
_____	Attachment 6	Payee Data Record (STD 205) (If applicable)
_____	Attachment 7	Contractor Certification Clauses (CCC 04/2017)
_____	Attachment 8	Bidder Declaration (GSPD-05-105)
_____	Attachment 9	DVBE Incentive Instructions (Informational Only)
_____	Attachment 10	DARFUR Contracting Act Certification
_____	Attachment 11	California Civil Rights Laws Certification
_____	Attachment 12	Detailed Response for Minimum Qualifications
_____	Attachment 13	COVID-19 Prevention Contractor Self-Certification

ATTACHMENT 2
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.

A. All required attachments are included with this certification sheet.

B. 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.

C. Completion of this attachment does not preclude the State from confirming and verifying all information submitted and evaluating for compliance with the solicitation requirements.

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. ☐ Sole Proprietorship	5. ☐ Partnership	6. ☐ 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 Certification and Resources (OSBCR) as:

a. Small Business Enterprise Yes ☐ No ☐
If yes, enter certification number: _____

d. Non-small business subcontracting 5% to a small business Yes ☐ No ☐

c. Disabled Veteran Business Enterprise Yes ☐ No ☐
If yes, enter your service code below: _____

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 OSBCR, if an application is pending:

Instructions for Bid/Bidder Certification Sheet

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

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California license/certification which are required for this bid.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a Small Business Enterprise, place a check in the "Yes" box, and enter your certification number on the line. If non-small business sub-contracting for 25% of the net amount of the contract, place a check in the "Yes". 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 OSBCR.

ATTACHMENT 3
CONTRACTOR'S COST SHEET (Mandatory Submittal)

ACTIVITY	QTY	FREQUANCY	EA. PRICE	AMOUNT
DRESSER 8C715 VOLUMETRIC GAS METER: NIST CALIBRATION	5	ANNUALLY		
DRESSER 3M175 VOLUMETRIC GAS METER: NIST CALIBRATION	4	ANNUALLY		
DRESSER 11M175 VOLUMETRIC GAS METER: NIST CALIBRATION	2	ANNUALLY		
AMERICAN 8GT TURBINE METER: NIST CALIBRATION	2	ANNUALLY		
ALICAT MASS FLOW CONTROLLER: S/N #90251: NIST CALIBRATION	1	ANNUALLY		
MISCELLANEOUS EQUIPMENT ONE (1) RED LION DIGITAL TOTALIZER BOX NO S/N, ONE (1) FLUKE 725 MULTIFUNCTION PROCESS CALIBRATOR S/N #1608098, ONE (1) TORQUE WRENCH MODEL TER12FUA S/N #4647: NIST CALIBRATION	3	ANNUALLY		
DRESSER 5M175 VOLUMETRIC GAS METER: NIST CALIBRATION	1	ANNUALLY		
DRESSER 5M175 VOLUMETRIC GAS METER: NIST CALIBRATION	2	BI-ANNUALLY		
DRESSER 8C715 VOLUMETRIC GAS METER: NIST CALIBRATION	6	BI-ANNUALLY		
ALICAT MASS FLOW CONTROLLER: NIST CALIBRATION	8	BI-ANNUALLY		
ASHCROFT ATE-100/FM BASE UNIT & AQS-1/FM MODULE: NIST CALIBRATION	2	BI-ANNUALLY		
			Total Per FY	
			3 Year Total	

The calibration and maintenance and repair rates provided are all-inclusive, and include tax, parts, labor, personnel, materials, supplies, equipment, and any other items necessary to provide the calibration and maintenance and repair services within this Agreement.

ATTACHMENT 4
BIDDER REFERENCES

Submission of this form is *mandatory*. Failure to complete and return this attachment with your bid may cause your bid to be rejected and deemed non-responsive. By furnishing the references, the Bidder authorizes the State to contact the named company, person or entity to confirm the Bidder meets the minimum qualifications set forth in the IFB. More than three (3) references may be submitted if necessary to demonstrate that the Bidder meets the minimum qualifications.

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			

ATTACHMENT 5
PAYEE DATA RECORD

Print Form | Reset Form

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE
PAYEE DATA RECORD
(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE	E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

- ☐ **SOLE PROPRIETOR / INDIVIDUAL**
- ☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*
- ☐ **PARTNERSHIP**
- ☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)

- ☐ **MEDICAL** *(e.g., dentistry, chiropractic, etc.)*
- ☐ **LEGAL** *(e.g., attorney services)*
- ☐ **EXEMPT** *(e.g., nonprofit)*
- ☐ **ALL OTHERS**

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity), in which the sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

___ ___ ___ -___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

___ ___ -___ ___ ___ ___ ___ ___ ___

Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

- ☐ No services performed in California
- ☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS
SIGNATURE	**DATE**	**TELEPHONE** *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE		UNIT/SECTION	
MAILING ADDRESS		**FAX**	**TELEPHONE** *(include area code)*
CITY	**STATE**	**ZIP CODE**	**E-MAIL ADDRESS**

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).
NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.
Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)…	THEN Select the Box for…
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc. • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

ATTACHMENT 6
PAYEE DATA RECORD (STD 205) (IF APPLICABLE)

Print Form | Reset Form

STATE OF CALIFORNIA – STATE CONTROLLERS OFFICE
PAYEE DATA RECORD SUPPLEMENT
(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.)
STD 205 (New 03/2021)

Payee Information (must match the STD 204)

NAME (*Required. Do not leave blank.*)	TAX ID NUMBER (*Required*) SSN, ITIN, or FEIN that matches Tax ID number provided on STD 204
BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (*If different from above*)	

Additional Remittance Address Information

- Use the fields below to provide remittance addresses for payee if different from the mailing address on the STD 204.
- ***The addresses provided below are for remittance purposes only. 1099 information returns will be sent to the mailing address specified on the STD 204.***

1	REMITTANCE ADDRESS (number, street, apt or suite no.)		
	CITY	STATE	ZIP CODE
2	REMITTANCE ADDRESS		
	CITY	STATE	ZIP CODE
3	REMITTANCE ADDRESS		
	CITY	STATE	ZIP CODE
4	REMITTANCE ADDRESS		
	CITY	STATE	ZIP CODE
5	REMITTANCE ADDRESS		
	CITY	STATE	ZIP CODE

Additional Contact Information

Use the fields below to provide additional Authorized Representatives for the Payee if applicable.

1	CONTACT NAME	
	TELEPHONE (*Include area code*)	EMAIL
2	CONTACT NAME	
	TELEPHONE	EMAIL
3	CONTACT NAME	
	TELEPHONE	EMAIL

Certification

I hereby certify under penalty of perjury that the information provided on this supplemental document is true and correct.
By signing this document, I authorize the State of California to remit payment to the addresses specified on this supplemental form (STD 205) and certify that all persons identified on this form are authorized representatives of this payee. Payments remitted to any of the listed addresses may be reported on 1099 information returns to the tax liable entity identified on the accompanying Payee Data Record - STD 204.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE (Print or Type name)	TITLE	E-MAIL ADDRESS
SIGNATURE X	DATE	TELEPHONE (*Include area code*)

STATE OF CALIFORNIA – STATE CONTROLLERS OFFICE
PAYEE DATA RECORD SUPPLEMENT
(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.)
STD 205 (New 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record Supplement, STD 205. Sign, date, and return to the state agency/department with a completed STD 204. Prompt return of the fully completed forms will prevent delays when processing payments.

Purpose – Completion of this form (STD 205) is optional. Payees may use this form to provide remittance addresses or contact information in addition to the 1099 information return mailing address provided on the STD 204. This form shall only be used in conjunction with the STD 204, and will not be accepted without a STD 204.

Please note: The State of California Government will issue 1099 information returns to the mailing address provided on the most recently dated form STD 204 validated by the Payee. Addresses provided on this form (STD 205) will be used for remittance purposes only. If the payee would like to update the address for receiving 1099 information returns, please complete the STD 204.

Payee Information: The Payee's Tax ID number (TIN) and Name (including any Business, DBA, or Disregarded LLC names) are required. This information is subject to TIN matching via the IRS database for validation. Payee Information provided in this section must clearly match the STD 204. Any discrepancies may result in delays of payment, up to and including denial of the request.

Name – Enter the name of the Payee. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Tax ID Number-The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Additional Remittance Address Information - Enter the Payee's additional remittance address(s) that are not listed on STD 204. Up to five (5) addresses may be provided on this form. The Payee may provide additional remittance addresses on a second STD 205 form if needed.

Additional Contact Information - Enter the Payee's additional or updated contact information. Up to three contacts may be identified on this form. Payee may provide additional contacts on a second STD 205 if needed.

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of the STD 204 form.

ATTACHMENT 7
CONTRACTOR CERTIFICATION CLAUSES

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of

any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penalsanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 €)

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. “Doing business” is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT 8
BIDDER DECLARATION FORM

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

Solicitation Number 26MLD001

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.

Signature _____ Date _____

Page____ of ____

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

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 the 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 the OSDS 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 subcontract-ing 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 sub-contractor 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.

ATTACHMENT 9

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) BID INCENTIVE INSTRUCTIONS

(01/31/17)

Please read the instructions carefully before you begin.

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

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

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

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

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

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

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

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

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

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

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

THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:

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

Other State and Federal Agencies, and Local Organizations:

STATE: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at https://www.caleprocure.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: https://www.caleprocure.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: OSDSHelp@dgs.ca.gov.

FEDERAL: Search the U.S. Small Business Administration's (SBA) website at https://www.sba.gov/ to identify potential DVBEs. Select the "Contracting" tab, select the "Resources for Finding Customers" tab, and click on the "Dynamic Small Business Search (DSBS) Database" link. Search options and information are provided on the Dynamic Small Business Search Database 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 http://www.dgs.ca.gov/pd/Resources.aspx and select the blue Small Business & Disabled Veterans Business Enterprises tab and select**:** DVBE Referral Organizations.pdf

RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to: https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Small-Business-Disabled-Veteran-Business-Enterprise-Advocate-Directory

The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to http://www.dgs.ca.gov/pd/Resources.aspx and select the blue Small Business & Disabled Veterans Business Enterprises tab and select:

- DVBE Focus Paper Listing (Excel)
- DVBE Trade Paper Listing (Excel)

U.S. Small Business Administration (SBA): Use the SBA website: https://www.sba.gov/	**FOR:** Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification.)
Local Organizations: Go to http://www.dgs.ca.gov/pd/Resources.aspx and select: DVBE Referral Organizations.pdf	**FOR:** List of potential DVBE subcontractors
DGS-PD **EProcurement** Website: https://www.caleprocure.ca.gov/ Phone: (916) 375-2000 Email: custserv@dgs.ca.gov	**FOR:** • SB/DVBE Search • CSCR Ads • Click on Training tab to Access eProcurement Training Modules including: Small Business (SB)/DVBE Search
DGS-PD **Office of Small Business and DVBE Services (OSDS)** 707 Third Street, Room 1-400, West Sacramento, CA 95605 Website: http://dgs.ca.gov/pd/programs/osds.aspx OSDS Receptionist, 8 am-5 pm: (916) 375-4940 PD Receptionist, 8 am-5 pm: (800) 559-5529 Fax: (916) 375-4950 Email: osdshelp@dgs.ca.gov	**FOR:** • Directory of California-Certified DVBEs • Certification Applications • Certification Information • Certification Status, Concerns • General DVBE Program Info. • DVBE Business Utilization Plan • Small Business/DVBE Advocates

Commercially Useful Function Definition

As defined in MVC §999 and 2 CCR §1896.6(1), a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

(1) Is responsible for the execution of a distinct element of the work for the contract;
(2) Carries out contractual obligations by actually performing, managing, or supervising the work involved;
(3) Performs work that is normal for its business services and functions;
(4) Is not further subcontracting a portion of the work that is greater than expected to be subcontracted by normal industry practices;
(5) Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and,
(6) Its role is not an extra participant in the transaction, contract or project through which funds are passed in order to obtain the appearance of DVBE participation.

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.

Company/Vendor Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County and State of*

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.

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

ATTACHMENT 11
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over $100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over $100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over $100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

<table>
<tr><td colspan="2">I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)</td><td>Federal ID Number</td></tr>
<tr><td colspan="3">By (Authorized Signature)</td></tr>
<tr><td colspan="3">Printed Name and Title of Person Signing</td></tr>
<tr><td>Date Executed</td><td colspan="2">Executed in the County and State of</td></tr>
</table>

ATTACHMENT 12
DETAILED RESPONSE FOR MINIMUM QUALIFICATIONS

This page is intentionally blank. This is a placeholder for the bidder's Detailed Response of Minimum Qualifications.

Submissions of this attachment is mandatory. Failure to complete and return this attachment with your bid may cause your proposal to be rejected and deemed non-responsive.

ATTACHMENT 13
COVID-19 PREVENTION CONTRACTOR SELF-CERTIFICATION

The California Air Resources Board (CARB) is committed to maintaining a healthy and safe work environment. In response to the COVID-19 pandemic, CARB has taken proactive steps to maintain a safe workplace and promote practices protecting the health of employees.

Several COVID-19 vaccines have been approved or authorized for emergency use by the U.S. Food and Drug Administration (FDA) and the World Health Organization (WHO) and these vaccines are readily available to the general public. Moreover, the Centers for Disease Control and Prevention (CDC) has recognized that COVID-19 testing is an important tool to help reduce the spread of COVID-19.

As part of CARB's ongoing efforts to protect the health and safety of its employees, CARB is requesting all vendors/contractors who perform work in person or on site to provide certification that the vendor's/contractor's employees and subcontractors have provided documentation to the vendor/contractor that the employees are either fully vaccinated against COVID-19 (as defined by the CDC), or have obtained a negative COVID-19 test result within seventy-two (72) hours of in-person or on-site work. The vendor/contractor does not need to provide the documentation of employees' or subcontractors' vaccination status or negative test result to CARB. If no employees or subcontractors of the vendor/contractor will interact with any CARB employees or perform work on site, CARB requests the vendor/contractor certify to this effect.

Additionally, all contractors who perform services under a contract with CARB are expected to, at their own expense, comply with all applicable health and safety laws and regulations. This includes, but is not limited to, all laws, regulations, and public health orders related to the COVID-19 pandemic.

Certification

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the vendor/contractor identified below. Please check the applicable option below:

_____ I certify that all employees and subcontractors of the vendor/contractor who interact in person with any CARB employees or perform work on site at any property owned or controlled by CARB, have provided or will provide to the vendor/contractor, prior to performing work, either documentation verifying that the employee or subcontractor is fully vaccinated against COVID-19 (as defined by the CDC), or documentation of a negative test result from a COVID-19 test taken by the employee or subcontractor within seventy-two (72) hours prior to interacting in person with any CARB employees or performing work on site at any property owned or controlled by CARB.

_____ I certify that no employees or subcontractors of the vendor/contractor will interact in person with any CARB employees or perform work on site at any property owned or controlled by CARB.

Contract #	*Federal ID Number (or n/a)*
Vendor/Contractor Name (Printed)	
By (Authorized Signature)	
Printed Name of Person Signing	
Title of Person Signing	*Date*