

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Department of Justice

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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

Exhibits	Title	Pages
Exhibit A	Statement of Work	3
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions (GTC 02/2025)	Online
Exhibit D	Special Terms and Conditions	9
Exhibit E	Security Information and Additional Provisions	

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

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Justice

CONTRACTING AGENCY ADDRESS

1300 I Street, 8th Floor

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

Manager, Contracts Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**EXHIBIT A
(Standard Agreement)**

STATEMENT OF WORK

1. Contractor agrees to provide to the Department of Justice (DOJ) services as described herein:

The Contractor shall provide service, repair, calibration and certification for single channel pipettes and multi-channel pipettes located at the following Bureau of Forensic Services (BFS) locations:

Laboratory	Address	Single Channel Pipettes	Multi Channel Pipettes
Central Valley/ Ripon	1306 Hughes Lane, Ripon, CA 95366	144	6
Fresno	5311 North Woodrow, Fresno, CA 93740	140	9
Redding	9737 Tanqueray Court, Redding, CA 96003	69	4
Richmond	1001 West Cutting Blvd., Suite 110, Richmond, CA 94804	832	94
Riverside	7425 Mission Blvd., Riverside, CA 92509	152	6
Sacramento	4949 Broadway, Room F-201, Sacramento, CA 95820	116	6
Santa Barbara	155 David Love Place, Goleta, CA 93117	83	7

The actual number of pipettes at each laboratory may increase or decrease during the term of the agreement. Additional pipettes will be calibrated and certified at the contracted rates.

Complete Service – Contractor shall provide complete internal/external cleaning of instrument, replacement of Teflon seal, re-calibration of instrument, warranty declaration, sticker affixed to pipette with date of service, next calibration due date and signature of technician, quality assurance certificate, on-site service at no additional charge, toll free service telephone number and all equipment used in calibrations is NIST-traceable. Pipettes shall be mailed to or picked up by Contractor and then returned to the laboratory after complete service.

Pipette Calibration – Pipettes shall be mailed out to the Contractor by United Parcel Services (UPS), Federal Express (FedEx), U.S. Mail, or may be picked up by the Contractor if a courier service is not available. A laboratory or program can request that calibration occur on-site if operationally necessary. The pipettes shall be cleaned and seal and O-ring shall be replaced. Pipettes shall be repaired as necessary.

The Contractor must be able to calibrate pipettes down to the 0.2 µL level, as evidenced by their Contractor's Scope of Accreditation to ISO/IEC 17025:2005. The allowable measurement of uncertainty (CMC) as listed on the Scope of Accreditation must be smaller than the volume being tested by at least a factor of 10, e.g. a 0.2 µL calibration must have uncertainty in the 0.0X decimal place.

Pipette RFID – When the pipette is equipped with an RFID tag, the contractor must be able to write the relevant calibration data into its tag.

Calibrations and repairs, if applicable, shall be performed to bring the pipettes in compliance with the manufacturer's specifications. A certificate of performance of calibration shall be issued, including "as found" and "as left" calibration data. The balance employed in the calibration of pipettes must be calibrated with NIST traceable weights. The pipettes shall be returned to DOJ by UPS, U.S. Mail, or hand-delivered within a seventy-two (72) hour turnaround period.

The Contractor shall be responsible for any shipping and handling costs. If, within sixty (60) days of receipt, any pipette is found not to perform up to factory specifications, it shall be returned to the Contractor for re-calibration and/or repair at no expense to DOJ. Parts other than replacement of seals are additional. Seals shall be replaced at no charge in Gilson pipettes only. Contractor shall provide computerized documentation certification including a list of instruments serviced, size, manufacturer, location, department, contract (or end user), restrictions, date of calibration, next calibration due date, and pass/fail status.

EXHIBIT A
(Standard Agreement)

STATEMENT OF WORK

The pipettes verification worksheet includes all of the information listed previously plus the environmental conditions, part replaced, tolerance limits, calibration data, statistical analysis, and balance information (balance used to perform calibration). The Contractor shall also abide by any and all safety requirement of DOJ. The Contractor must be an ISO-17025 accredited Contractor.

All work shall be done by experts with an established reputation for executing their work by the very best methods. All services shall be subject to inspection by DOJ at any and all times during the performance thereof. If through inspection it is determined that the services and/or materials furnished in connection therewith are not in accordance with the terms described, DOJ may at its option have the work performed elsewhere, charging the Contractor with any cost occasioned thereby.

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

State Agency: Department of Justice	Contractor:
Name:	Name:
Phone: ()	Phone: ()
Address:	Address:
Email Address:	Email Address:

The designated contract manager for this agreement is

State Agency: Department of Justice
Name:
Street Address:
City/State/Zip:
Phone:
E-Mail Address:

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

Payment For full and satisfactory performance of the services provided pursuant to this Agreement, the Department of Justice shall pay the Contractor **in accordance with the rate schedule below**. The total amount which may be paid under this Agreement shall not exceed **\$0.00 (Dollars and Cents)** with the actual amount being dependent upon the extent of the Contractor's services required by the Department of Justice.

Rate Schedule					
Quantity	Unit (Each, Monthly, Quarterly, etc.)	Model/Part/ Serial Number	Description – Specifications (Service, Item, Size, Color, Brand, etc.)	Unit Price	Total

NOTE: For any services or equipment not listed on this schedule, an amendment must be completed before services can be rendered or equipment added.

Travel and Per Diem (Excluding Travel Time): Travel and per diem expenses necessarily incurred in performance of the services rendered shall be reimbursed in accordance with the current California Department of Human Resources (CalHR) regulations applicable to State of California non-represented employees. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Department of Justice.

The Contractor understands that no Federal or State income tax shall be withheld from the payments under this Agreement. However, the State of California is required to report all payments to the Internal Revenue Service and Franchise Tax Board for tax purposes.

Invoicing The Contractor shall submit invoices clearly indicating:

1. Department of Justice as the Customer
2. Company Name and Remittance Mailing Address
3. Agreement Number
4. Agreement Term
5. Invoice Number
6. Invoicing Period
7. Itemized List of Services and Rates
8. Any Applicable Federal and/or State Registration Numbers, Region Codes, etc.
9. Reimbursable Expenditures
10. Total Amount Due

Absence of any of the above listed information or inconsistency of information between contracting documents and invoices may result in your invoice being disputed and returned by Contract Manager, without payment.

For all expenses incurred, each invoice must include necessary supporting documents and/or substantiation of travel and per diem costs, except mileage.

Submit invoice(s) in arrears to:

**DEPARTMENT OF JUSTICE
DIVISION/UNIT/BUREAU
ADDRESS
CITY, STATE ZIP
ATTN: PROGRAM CONTACT
EMAIL ADDRESS**

- **Example Subject Line: RE: INVOICE#, Contract No. [DIVISION], [SECTION/CITY]**

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

Budget Contingency Clause It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

Prompt Payment Clause Payment will be made in accordance with the provisions of the California Prompt Payment Act, [Government Code section 927, et seq.](#) Unless expressly exempt by statute, the Department of Justice will pay the Contractor for services performed to the satisfaction of the Department of Justice, not more than 45 days after receipt by the Department of Justice of a properly submitted undisputed invoice.

Federally Funded Contracts (Applies ONLY to Federally Funded Contracts) All contracts, except for state construction projects, that are funded in whole or in part by the federal government must contain a 30-day cancellation clause and the following provisions:

- It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after the determination was made.
- This contract is valid and enforceable only if sufficient funds are made available to the state by the United State Government for the grant fiscal year(s) N/A for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations or conditions enacted by the Congress or to any statute enacted by the Congress may affect the provisions, terms, or funding of this contract in any manner.
- The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- The Department has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Control and Direction The Department of Justice shall at all times maintain control and direction over the statement of work being performed under this Agreement. The Department of Justice reserves the right to change the tasks as defined within the general statement of work to be performed by the Contractor. These changes shall be accomplished by written amendment to this Agreement.

Right to Terminate The Department of Justice reserves the right to terminate this Agreement when such termination is in the best interest of the Department of Justice. Such termination is subject to written notice to the Contractor. **However, the Department of Justice may terminate this Agreement immediately for cause (refer to Exhibit C, General Terms and Conditions, Section 7) [Delete for Interagency Agreements, GIA].**

Termination shall be effected by delivery to the Contractor of a notice of termination specifying whether termination is for default of the Contractor or for the convenience of the Department of Justice, the extent to which performance of services under this Agreement is terminated, and the date upon which such termination becomes effective. After receipt of a notice of termination and except as otherwise directed by the Department of Justice, the Contractor shall:

- o Stop work under this Agreement on the date and to the extent specified in the notice of termination;
- o Transfer title to the Department of Justice (to the extent that title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Department of Justice the work in process, completed work and other material produced as a part of, or acquired in respect of the performance, the work terminated.
- o Deliver to the Department of Justice all property and documents of the Department of Justice in the custody of the Contractor.

Contractor may submit a written request to terminate this Agreement only if the Department of Justice should substantially fail to perform its responsibilities as provided herein.

Temporary Inability to Provide Services If the Contractor is temporarily unable to provide services, the Department of Justice, during the period of Contractor's inability to provide services, reserves the right to accomplish the work by other means and shall be reimbursed by Contractor for any costs above the rate or amount under the Agreement, **and/or terminate this Agreement for cause (refer to Exhibit C, General Terms and Conditions, Section 7)[Delete for Interagency Agreements, GIA].**

Other Damages If the Contractor fails in the performance of any of the Contractor's obligations under this Agreement (such as non-performance, partial performance, inadequate performance, late and/or incomplete performance), the parties agree that damage will be sustained by the Department of Justice. Therefore, the parties agree that, in addition to other damages, the Contractor will pay to the Department of Justice the actual cost incurred as the result of finding and using another Contractor **[plus late costs of [\$ ENTER APPROPRIATE AMOUNT] per occurrence]**. Such costs will be deducted by the Department of Justice from any amounts owed by the Department of Justice to the Contractor. The Department of Justice shall be entitled to take or recover any other rights and remedies under this Agreement or applicable laws, including termination of this Agreement.

Copyrights and Rights in Data (Applies ONLY to Custom Software Developed for the Department of Justice and NOT for Commercial Off-The-Shelf, or COTS, Software Licensed to the Department Justice) The Department of Justice reserves the right to use, to authorize others to use, duplicate and disclose, in whole or in part, in any manner for any purpose whatsoever, the activities supported by this Agreement that produce original computer programs, writings, sound recordings, pictorial reproductions, drawings, or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form). The Department of Justice reserves its right to any original materials produced pursuant to this Agreement.

Publications Before publishing any materials produced by activities supported by this Agreement, the Contractor shall notify the Department of Justice ninety (90) days in advance of any such intended publication and shall submit twenty (20) copies of the materials to be published. Within sixty (60) days after any such materials have been received by the Department of Justice, the Department of Justice shall submit to the Contractor its comments with respect to the materials intended to be published.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

The Contractor shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of the Department of Justice and shall advise the Department of Justice of its determination within fifteen (15) days after such comments have been received by the Contractor. If the Contractor determines not to incorporate any of the comments of the Department of Justice into the text of the materials, it may publish the materials provided that the initial preface of introduction to these materials as published contain the following:

- A disclaimer statement reading as follows: "The opinions, findings, and conclusions in this publication are those of the author and not necessarily those of the Department of Justice. The Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use and to authorize others to use these materials."
- The comments of the Department of Justice are full, unabridged, and unedited.

If the Contractor wishes to incorporate some or any of the comments of the Department of Justice in the text of the materials, it shall revise the materials to be published and resubmit them to the Department of Justice which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, the Contractor shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to the Department of Justice and shall advise the Department of Justice of this determination within fifteen (15) days after receipt of the comments of the Department of Justice. Thereafter, the materials may be published or revised in accordance with the procedures set forth above for the publication of materials on which the Department of Justice has submitted the comments to the Contractor.

If the Department of Justice has not submitted its comments on any materials submitted to it within ninety (90) days after the Department of Justice has received any such materials, the Contractor may proceed to publish the materials in the form in which they have been submitted to the Department of Justice but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

Patents If any discovery or invention arises or is developed in the course of or as a result of work performed under this Agreement, the Contractor shall refer the discovery or invention to the Department of Justice. The Contractor hereby agrees that determinations of rights to inventions or discoveries made under this Agreement shall be made by the Department of Justice, or its duly authorized representative, who shall have the sole and exclusive powers to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of the Department of Justice, or its duly authorized representative, shall be accepted as final. The Contractor agrees and otherwise recognizes that the Department of Justice shall acquire at least an irrevocable, nonexclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes and invention made in the course of or under this Agreement.

Assignment or Subcontracting It is the policy of the Department of Justice to withhold consent from proposed assignments, subcontractors, or novation when such transfer of responsibility would operate to decrease the Department of Justice's likelihood of receiving performance on this Agreement. No performance of this Agreement or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of the Department of Justice and any attempt by the Contractor to assign or subcontract any performance of this Agreement without the express written consent of the Department of Justice shall be void and shall constitute a breach of this Agreement.

Whenever the Contractor is authorized to subcontract or assign, all the terms of this Agreement shall be included in such subcontract or assignment.

Covenant Against Contingent Fees The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Department of Justice shall have the right to terminate this Agreement in accordance with the termination clause and, in its sole discretion, to deduct from this Agreement's price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Disputes Except as otherwise provided in the Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Department of Justice who shall reduce its decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor has fifteen (15) calendar days after receipt of such decision to submit a written protest to the Department of Justice specifying in detail in what particulars the Contractor disagrees with the Department's decision. Failure to submit such protest within the period specified shall constitute a waiver of any and all rights to adjustment of the Department's decision and the Department of Justice's decision shall be final and conclusive. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of this Agreement.

Consultant Services (Applies ONLY to Consultant Services Contracts) The Contractor is advised that the provisions of Public Contract Code sections 10335 through 10381 pertaining to the duties, obligations, and rights of a consultant service Contractor are applicable to this Agreement. Within sixty (60) days after completion of this Agreement, the Contract Manager shall complete a written evaluation of Contractor's performance under this Agreement. If Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the State Department of General Services, Office of Legal Services, and to Contractor within fifteen (15) working days of the completion of the evaluation (PCC 10369). This evaluation shall not be a public record.

Outside Legal Counsel (Applies ONLY to Outside Legal Counsel Contracts) The Contractor shall agree to adhere to legal costs, billing guidelines, litigation plans, and case phasing of activities designated by the Department of Justice. The Contractor shall also submit and adhere to legal budgets as designated by the Department of Justice and shall maintain legal malpractice insurance in an amount not less than **\$1,000,000.00**. The Contractor shall also submit to legal bill audits and law firm audits if requested by the Department of Justice. The audits may be conducted by employees or designees of the Department of Justice or by any legal cost control provider retained by the Department of Justice for that purpose. The Contractor may be required to submit to a legal cost and utilization review, as determined by the Department of Justice.

Outside Legal Counsel – Good Faith Effort to Provide Pro Bono Legal Services (Applies ONLY to Outside Legal Counsel Contracts exceeding \$50,000 for services performed within California)

Pursuant to Business and Professions Code section 6072 and the State Contracting Manual, Volume 1, the Contractor certifies that the 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 Agreement equal to the lesser 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.

Conflict with Existing Law The Contractor and the Department of Justice agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect. Either party having knowledge of such terms or provision shall promptly inform the other of the presumed non applicability of such provision. Should the offending provision go to the heart of this Agreement, this Agreement shall be terminated in a manner commensurate with the interest of both parties, to the maximum extent reasonable.

Prevailing Wage Rates and Work Hours (Applies ONLY to Moving, Courier, Security and Video Services Contracts)

The Contractor shall comply with all the applicable provisions of the Labor Code, including those provisions requiring the payment of not less than the prevailing rates of wages established by the Department of Industrial Relations (Labor Code section 1770 et seq.).

The Director of the Department of Industrial Relations has ascertained general prevailing wage rates in the county in which the work is to be performed. The rates of prevailing wage are determined by the Department of Industrial Relations, Labor Statistics and Research. General Prevailing Wage Rate Determinations applicable to the project are available and on file with DOJ, which shall be made available to any interested party on request under Labor Code section 1773.2. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code section 1773.2. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at: www.dir.ca.gov/DLSR/PWD/Index.htm.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

The prevailing wage rates set forth are the minimum that shall be paid by the Contractor. Nothing contained herein shall be construed as preventing the Contractor from paying more than the minimum prevailing wage rates. No extra compensation will be allowed by the State due to the Contractor's inability to hire labor at minimum rates.

After award of the Agreement, and prior to the commencement of work, all applicable General Prevailing Wage Rate Determinations are to be obtained by the Contractor. These wage rate determinations are to be posted by the Contractor at the job site in accordance with Labor Code section 1773.2.

If it becomes necessary to employ work classifications other than those listed in the bid, the Contractor shall notify the State immediately and the State will ascertain the additional prevailing wage rates from the date of initial payment.

It is hereby mutually agreed that the Contractor shall forfeit to the State **(ENTER AMOUNT FROM LABOR CODE § 1775 IF APPLICABLE)** dollars for each day, or portion thereof, for each worker paid by the Contractor or subcontractor, less than the prevailing wage so stipulated; and in addition the Contractor further agrees to pay to each worker the difference between the actual amount paid for each day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.

It is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the Contractor shall forfeit, as a penalty to the State, \$25 for each worker employed in execution of the contract for each day during which a worker is required or permitted to labor for more than eight hours in any day or more than 40 hours in any calendar week, in violation of Labor Code sections 1810 – 1815, inclusive.

Contractor and any subcontractor shall keep an accurate payroll records in accordance with Labor Code section 1776. Payroll records shall be certified and shall be on forms provided by the Division of Labor Standards Enforcement, or shall contain the same information as those forms. Upon written request by the State, the Contractor's and Subcontractor's certified payroll records shall be furnished within 10 days. The Contractor's and subcontractor's certified payroll records shall be available for inspection at the principal office of the Contractor in accordance with Labor Code section 1776.

Employee Benefits (Applies ONLY to Janitorial and Security Guard Services Contracts) The Contractor shall comply with Government Code (GC) section 19134, which requires Contractors to provide employee benefits that are valued at least 85% of the state employer cost of benefits provided to state employees for performing similar duties. Employee benefits include health, dental and vision. The benefit rate is published by the California Department of Human Resources (CalHR) February 1st of each year and is effective until January 31st of the following year. Contractor may either provide benefits as described above or cash-in-lieu payments for each hour of service employees perform on the covered state contract (excluding overtime). Failure to comply with the provisions of GC § 19134 will be deemed a material breach of this contract, which may result in contract termination at the state's sole discretion. Contractor may access rates and information at www.calhr.ca.gov.

Recycled Product Content (Applies ONLY to Janitorial, Printing and Parts Cleaning Services Contracts) Janitorial contracts must use janitorial supplies containing recycled paper products only. Printing contracts must use recycled paper only, unless the proposed printing job cannot be done on recycled paper. Contracts involving parts cleaning must use recycled solvents. Contractor must agree to certify in writing, upon completion of performance under the agreement, the minimum percentage, or the exact percentage of post-consumer and secondary materials provided, or used in the services provided the Agreement (PCC 12205). This certification must be under penalty of perjury.

Statements of Economic Interest (Applies ONLY to Personal Service Contracts) Under the Political Reform Act of 1974 (California Government Code Section 81000 et seq.) and the Department of Justice Conflict of Interest Code, Contractor and/or employees of Contractor, and a subcontractor and/or employees of a subcontractor, performing services under this Agreement may be required to complete and file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 within thirty (30) days of commencing services under this Agreement, annually during the term of the Agreement, and within thirty (30) days after the expiration of the Agreement. Information regarding this requirement is available on the FPPC website at www.fppc.ca.gov.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Disabled Veteran Business Enterprise (DVBE) Program (Applies ONLY to contracts when DVBE participation is mandatory or when a DVBE incentive for DVBE participation was used to award the contract)

(a) Participation

Pursuant to Military and Veterans Code section 999.5, subdivision (g), after being awarded the Agreement, the Contractor shall use the DVBE subcontractors or suppliers proposed in the bid or proposal to the state unless a substitution is requested and approved. The Contractor shall request the substitution in writing to the Department of Justice and receive approval from both the Department of Justice and the Department of General Services in writing prior to the commencement of any work by the proposed subcontractor or supplier. A substitution shall additionally comply with regulations adopted by the Department of General Services.

(b) Certification

The Contractor made a commitment to achieve DVBE participation of (**ENTER VALUE**) percent. Pursuant to Military and Veterans Code section 999.5, subdivision (d), and Government Code section 14841, upon completion of this Agreement, the Contractor, which entered into a subcontract with a DVBE, shall certify to the Department of Justice all of the following:

- (1) The total amount the Contractor received under the Agreement.
- (2) The name and address of the DVBE that participated in the performance of the Agreement and the Agreement number.
- (3) The amount and percentage of work the Contractor committed to provide to one or more DVBE under the requirements of the Agreement and the amount each DVBE received from the Contractor.
- (4) That all payments under the Agreement have been made to the DVBE. Upon request by the Department of Justice, the Contractor shall provide proof of payment for the work.

(c) Payment Withhold (Applies ONLY to Contracts entered into on or after January 1, 2021)

Pursuant to Military and Veterans Code section 999.7, the Department of Justice shall withhold ten thousand dollars (\$10,000) from the final payment, or the full final payment if less than ten thousand dollars (\$10,000), until the Contractor complies with the certification requirements of Military and Veterans Code section 999.5, subdivision (d). If the Contractor fails to comply with the certification requirement, the Contractor shall, after notice, be allowed to cure the defect. If, after at least 15 calendar days but not more than 30 calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, the Department of Justice shall permanently deduct ten thousand dollars (\$10,000) from the final payment, or the full payment if less than ten thousand dollars (\$10,000).

Apprentices Special attention is directed to Labor Code sections 1777.5, 1777.6, 1777.7, and 3070 - 3100 and Title 8 of the California Code of Regulations. Contractor and any subcontractor must, prior to commencement of this Agreement, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices, to ensure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the Contractor and subcontractor.

Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only at the work of the craft or trade to which the apprentice is registered. Contractor and any subcontractor must comply with the requirements of Labor Code section 1777.5 and any related regulations regarding the employment of registered apprentices.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Target Area Contract Preference Act (Applies ONLY if the total amount of this Agreement exceeds \$100,000 and the Contractor was awarded this Agreement based on preference under the Target Area Contract Preference Act)

Contractor agrees to comply with the Target Area Contract Preference Act (TACPA) under Government Code section 4530 et seq. and implementing regulations under California Code of Regulations, title 2, section 1896.30 et seq. Contractor agrees that the Department of Justice, or its delegee, will have the right to inspect the Contractor's facilities and operations and to inspect, review, obtain, and copy all records pertaining to performance of this Agreement or compliance with the requirements of TACPA and implementing regulations. Contractor further agrees that such records shall be maintained for a period of three (3) years after final payment under this Agreement or until any dispute with the Department of Justice arising from the Agreement is finally resolved, whichever period is longer.

Contractor agrees, with respect to any certification submitted to the Department of Justice regarding its hiring of persons with high risk of unemployment, to:

- (1) Act in good faith for the purpose of maintaining such persons as employees for the duration of performance under this Agreement;
- (2) To make a reasonable effort to replace such persons, who for any reason permanently cease to be on the payroll, with other persons with high risk of unemployment; and
- (3) To promptly report to the Department of Justice and thereafter confirm in writing within seven (7) days the names of any such persons who have been terminated or absent from work for more than three (3) consecutive work days and to communicate the reasons for the termination or absence. Contractor agrees under such circumstances to promptly consult with the Department of Justice and the Employment Development Department with respect to replacement of such persons.

Antitrust Claims and Employment of Undocumented Immigrants No State agency or department, as defined in Public Contract Code section 10335.7, that is subject to this code, shall award a public works contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works contract, who has, in the preceding five (5) years, been convicted of violating a State or federal law regarding the employment of undocumented immigrants (Public Contract Code section 6101).

By signing this Agreement, the Contractor swears or affirms that it has not, in the preceding five (5) years, been convicted of violating a State or federal law regarding the employment of undocumented immigrants.

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.

Executive Order N-6-22 Economic Sanctions Against Russia 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 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Insurance

- (a) All certificates of insurance for insurance required herein shall indicate the Agreement number and be submitted to:

California Department of Justice
DAS/CPU
1300 I Street, Suite 820
Sacramento, CA 95814
Attn: [REDACTED]

OR

To expedite processing, certificates may be
emailed to: [REDACTED]@doj.ca.gov

- (b) General Provisions Applying to All Insurance Policies:

Coverage Term – Contractor must maintain all applicable insurance required by law and proof of coverage must be provided to the State. Insurance coverage must be in force for the complete term of this Agreement.

Policy Cancellation, Termination, Expiration, Non-Renewal, or Material Change – Contractor shall notify the State within five (5) business days of any notice of cancellation, termination, expiration, non-renewal, or material change of insurance required under this Agreement. If insurance is cancelled, terminated, expired, non-renewed, or materially changed during the term of the Agreement, a new certificate of insurance must be received by the State at least thirty (30) days prior to the cancellation, termination, expiration, non-renewal, or material change of the insurance. The new certificate of insurance must evidence coverage required under this Agreement for not less than the remainder of the term of the Agreement or for a period of not less than one year (if the remainder of the term of the Agreement is longer than one year, a new certificate of insurance will be required at least thirty (30) days prior to the end of the one year coverage period). If the services under this Agreement involve hazardous activities as described in the State Contracting Manual, Volume 1, new certificates of insurance are subject to the approval of the Department of General Services, Office of Risk and Insurance Management, and the Contractor agrees that no work or services shall be performed prior to such approval. In the event the Contractor fails to keep in effect at all times the specified insurance coverage or otherwise fail to comply with any provision herein relating to insurance, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

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

Primary Clause – Any required insurance under this Agreement shall be primary, and not excess or contributory to any other insurance carried by the State.

Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Department of General Services, 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.

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.

- (c) Insurance Coverage Requirements:

General Liability – (Applies ALWAYS when the Contractor's activities may cause harm to someone or something for which the State could be held liable, including services involving hazardous activities described in the State Contracting Manual, Volume 1) Contractor shall maintain general liability insurance on an occurrence form with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. The policy must include coverage for liabilities arising out of premises operations, independent contractors, products-completed operations, and personal and advertising injury 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.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

The policy must include:

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

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

In the case of Contractor's utilization of subcontractors to complete the contracted statement of work, Contractors shall include all subcontractors as insureds under Contractor's insurance or supply evidence of insurance to the State equal to policies, coverage, and limits required of Contractor.

Automobile Liability – (Applies **ONLY** if the Agreement requires the Contractor to drive) 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 same additional insured designation and endorsement required for General Liability are to be provided for this coverage.

Worker's Compensation and Employer's Liability – (Applies **ANYTIME** the Contractor has employees) Contractor shall maintain statutory worker's compensation and employer's liability for all its employees who will be engaged in the performance of the Agreement. Employers' liability limits of \$1,000,000 are required.

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

Environmental/Pollution Liability – (Applies **ONLY** when the Contractor's activities involve handling of toxic or hazardous substances) Contractor shall maintain environmental or pollution liability insurance for limits not less than \$1,000,000 per claim covering the Contractor's liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site and during transportation as well as proper disposal of hazardous materials. Proof of insurance for environment or pollution liability during transportation shall be provided on an MCS-90 form or equivalent.

The policy must include:

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

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

Aircraft Liability – (Applies **ONLY** when the Contractor's activities involve use of an aircraft) Contractor shall maintain aircraft liability with limits of not less than \$1,000,000 per occurrence and \$1,000,000 per seat for passengers.

The policy must include:

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

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

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Professional Liability – (Applies **ONLY** when the Contractor’s activities involve services by an investigator or investigation services) Contractor shall maintain professional liability insurance with limits of not less than \$1,000,000, covering any damages caused by an error, omission, or any negligent acts.

THIS AGREEMENT IS OF NO FORCE AND EFFECT UNTIL SIGNED BY BOTH PARTIES AND ALL APPROVALS ARE SECURED. CONTRACTOR MAY NOT COMMENCE PERFORMANCE UNTIL SUCH APPROVAL HAS BEEN OBTAINED AND ANY COMMENCEMENT OF PERFORMANCE PRIOR TO AGREEMENT APPROVAL SHALL BE DONE AT THE CONTRACTOR'S OWN RISK.