STATE OF CALIFORNIA
Department of Corrections and Rehabilitation

INVITATION FOR BID

Rev. 6/22/23

<table>
<tr>
<td>DUE DATE:

September 23, 2026</td>
<td>Responses must be delivered to:
Procurement Support
Attn: Kim Morden, Procurement Officer
9838 Old Placerville Road, Suite B
Sacramento, CA 95827
by no later than 2:00 pm on the due date.</td>
<td>DELIVERY TIME ARO:

____
(After Receipt of Order)</td>
</tr>
<tr>
<td>Supplier name and address:

Contact:

Phone: (   ) Fax: (   )

Email: ____________________</td>
<td>Solicitation No. Rev. # Date

FPCM-CIM -I001123-M023-KM 07/29/26

Ship to:

California Institution for Men
Attn: Aaron Chamberlin/Russ Hovis, CS II
5405 Eucalyptus Avenue
Chino, CA 91710</td>
<td>ARE YOU CLAIMING PREFERENCE AS A CALIFORNIA CERTIFIED SMALL BUSINESS?

Yes _________ No ________

ARE YOU A NON-SMALL BUSINESS CLAIMING AT LEAST 25% SMALL BUSINESS SUBCONTRACTOR PREFERENCE?

Yes _________ No ________

ARE YOU CLAIMING INCENTIVE AS A DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) OR A NON-DVBE CLAIMING DVBE SUBCONTRACTOR INCENTIVE?

Yes _________ No ________</td>
</tr>
<tr>
<td>Name (Print)
➢ ____________________
Title:
➢ ____________________
Signature:
➢ ____________ Date: ________
Federal Employer Identification Number:
➢ ____________________
California Seller's Permit Number:
➢ ____________________</td>
<td>Return bid to:

(Electronic Mail)
Department of Corrections & Rehabilitation
Procurement Support
Kim.Morden@cdcr.ca.gov

(Courier)
Department of Corrections & Rehabilitation
Procurement Support
Attn: Kim Morden, Procurement Officer
9838 Old Placerville Road, Suite B
Sacramento, CA 95827</td>
<td>SECTION 14838 ET SEQ. OF THE CALIFORNIA GOVERNMENT CODE REQUIRES THAT A 5% PREFERENCE BE GIVEN TO BIDDERS WHO QUALIFY AS A SMALL BUSINESS AS A NON-SMALL BUSINESS CLAIMING 25% CALIFORNIA CERTIFIED SMALL BUSINESS PARTICIPATION FOR REQUIREMENTS SEE TITLE 2, CALIFORNIA CODE OF REGULATIONS SECTION 1896 ET SEQ. THE REQUIREMENTS FOR NONPROFIT VETERAN SERVICE AGENCIES QUALIFYING AS A SMALL BUSINESS ARE CONTAINED IN SECTION 999.50 ET SEC. OF THE MILITARY AND VETERANS CODE.</td>
</tr>
</table>

DELCARATIONS UNDER PENALTY OF PERJURY; By signing above, with inclusion of the date of signature, the above signed bidder DECLARES UNDER PENALTY OF PERJURY under the laws of the State of California as follows: (1) (STATEMENT OF COMPLIANCE). The above signed has complied with the non-discrimination program requirements of Government Code 12990 and Title 2, California Administrative Code Section 8103, and such declaration is true and correct. (2) The National Labor Relations Board declaration set forth in Paragraph 43 of the General Provisions is true and correct. (3) If a claim is made for the small business preference, the information set forth within is true and correct.

This is a **product only** purchase for delivery to 5405 Eucalyptus Avenue, Chino, CA 91710. Product(s) must be quoted as described on this Invitation for Bid (IFB). Bids must be in accordance with IFB FPCM-CIM-I001123-M023-KM and Attachments I and II (plans and specifications). Bidders must meet the minimum requirements identified in the attached specification in order to be considered for award of the purchase order. A mandatory walk-thru for this IFB solicitation will be conducted on August 28, 2026, at 8:00am.

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			California Institution for Men Replace Roofs, Phases 1-4 **FOB DESTINATION** **NOTE: DELIVERIES MAY NEED TO BE MADE WITHIN THE SECURE PERIMETER. GATE CLEARANCES WILL BE REQUIRED.**		

INVITATION FOR BID CONTINUATION	Supplier Name:	Solicitation No. FPCM-CIM-I001123-M023-KM	Rev.

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			BUILDINGS - ROOF ASSEMBLY ***CIM Facility B.- Unit 4*** ***Bid per plans and specifications. A detailed materials list FOR EACH ROOF, including quantities, unit pricing and brand/model information, must be provided with bid.*** ***Bidders are required to fill out the CDCR Roof System Review Checklist (Attachment XI) and return it as part of the bid documents.*** ***All Lot deliveries must be coordinated with project CSII's prior to delivery or will not be accepted.*** **LOTS FOR EACH ROOF TO INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING (AS APPLICABLE):** Roofing membrane, membrane flashings, detail Membrane white strip, cover strip, Cold Applied Waterproofing, rigid roofing insulation, tapered insulation, crickets, vapor barrier retarder, 1/2" protection roof boards (primed and un-primed), foil face tapes, wall and base roof vents, termination tapes, fasteners, anchors, termination bars, protection walk pads, pipe flashings, pre-primed barrier boards, stainless steel pipe clamps, pre-formed crickets and cant, scuppers and retro-fit roof drain insert extensions. All extruded polystyrene (XPS) insulation, XPS tapered insulation, gypsum sheathing, all membrane for roof, wall, base, scuppers, roof vents, flashings, mechanical curbs and walk pads. **Facility B. Unit 4**		
1	1	LOT	**ROOF ASSEMBLY -** Complete roofing system, thermoplastic roofing membrane, adhered polyvinyl chloride (PVC), 80 mil., with factory applied felt backing, in 6' X 60' or 10' X 80' rolls, white exposed face color, to cover approximately 33,906 square feet roof. Bid must include all materials to be installed over a concrete decking.	____________	____________

INVITATION FOR BID CONTINUATION	Supplier Name:	Solicitation No. FPCM-CIM-I001123-M023-KM	Rev.

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			Facility B. Unit 4, Continued		
2	1	LOT	**SHEET METAL PRODUCTS FOR ROOF:** Provide Snap On coping metal per specs (Detail number on plans) To include but not limited to: ALL CLAD and UNCLAD Metal Flashings, gutters, coping, counter, parapet, top caps. (Quantity, unit price and product information and Drawings of sheet metal products must be included on materials list.)	____________	____________
3	1	LOT	**ADHESIVES, SEALANTS AND APPLICATORS** FOR ROOF AND WALLS: To be delivered upon request by CCM Construction Supervisor. (Quantity, unit price and product information of Adhesives and Sealants must be included on materials list.) **The coverage rate for membrane adhesive shall be 100SF per gallon. The coverage for insulation adhesive must meet FM Global Property Loss Prevention Data Sheets (1-29 & 1-49)**	____________	____________
4	1	EA	**WARRANTY** Manufacturer's, Standard Ten year (10), Full System, No Dollar Limit Warranty, (labor/material warranty), warranty shall be non-prorated. (This language supersedes specification section 07.54.19-8.) **NOTE:** ***Warranty will not be paid until the roof is installed and is accepted by the manufacturer's representative.***	____________	____________
5	24	HRS	**TECHNICAL ASSISTANCE**, on-site inspection, testing, training and certification of CCM staff by roofing manufacturer's representative.	____________	____________
6	1	EA	**SUBMITTALS**, per attached specifications section 01 33 23 and the attached CDCR Roof System Review Checklist (refer to Attachment XI). Complete roof system must have FM Global listing, including wind uplift. Product data sheets, shop drawings, manufacturer's certification, manufacturer's installation instructions, and warranty (sample), as well as all layouts listed on the CDCR Roof System Review Checklist must be included in submittal package.	____________	____________
7	1	LOT	**ROOFING MATERIALS, TEN PERCENT (10%)** of all roofing materials (including separate shipping fee) to be delivered only upon request of Construction Supervisor: (Quantity, unit price and product information of all items must be included on materials list.)	____________	____________

INVITATION FOR BID CONTINUATION	Supplier Name:	Solicitation No. FPCM-CIM-I001123-M023-KM	Rev.

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			<u>THIS FOLLOWING WILL PERTAIN TO ALL LINE ITEMS ON THE PURCHASE ORDER</u>: Materials to be delivered upon written request of Construction Supervisor. Requested materials may not be split into multiple deliveries. If shipped separately, deliveries may be rejected. Exceptions may be made by the Construction Supervisor. Written approval is required prior to delivery. All requested materials must be delivered within 3 business days or within 3 business days of the first delivery (if prior approval from Construction Supervisor has been obtained). Invoice for requested materials must match Construction Supervisor's written request prior to acceptance and invoice submission. If vendor fails to deliver as requested, the delivery may be rejected and the vendor shall remove all materials from site within five (5) business days at vendor's expense. Prospective vendors must initial below to indicate their understanding and compliance. Upon receiving approved Purchase Order, vendor will be expected to deliver roofing materials as agreed upon in writing with CSII & CSIII via email within 30 calendar days. Prospective vendors must initial below to indicate their understanding and compliance. ________________________ ***PROSPECTIVE VENDOR INITIALS***		

Subtotal W/O Sales Tax $________________________

INVITATION FOR BID CONTINUATION	Supplier Name:	Solicitation No. FPCM-CIM-I001123-M023-KM	Rev.

Bid Requirements:

1. **Important Note:** Only bids quoted on the State's own bid forms will be considered. Bids shall be submitted via US Postal Service in a sealed envelope/package with the solicitation number and the bid due date and time clearly marked on the outside of the envelope/package or emailed to Kim.Morden@cdcr.ca.gov before 2:00 p.m. on the bid due date.
2. **Bid attachments:** Bid responses that reference a supplier's own terms and conditions or provisions will be considered non-responsive and will be rejected.
3. **Bidder's Instructions and General Provisions:** The attached Bidder's Instructions and General Provisions have recently been revised. Please read carefully.
4. **Inquiries/questions:** Written questions must be received by 5:00 PM, close of business on **September 1, 2026**.
5. **Bid Award:** For the purposes of this solicitation, contract award will be made on the basis of "All or None".
6. **Cash Discounts:** Cash discounts will not be considered when evaluating bid responses for award purposes. However, cash discounts may be offered and taken by departments processing invoices within the time frame specified.
7. **Shipment:** For the purposes of this solicitation, only bid responses quoting F.O.B. Destination will be accepted.

Delivery: Final delivery, inspection and acceptance shall be at the location described herein: California Institution for Men: 5405 Eucalyptus Avenue, Chino, CA 91710.

Responsible Bidder: The Department of Corrections and Rehabilitation may require bidder(s) to submit evidence of their qualifications at such times and under conditions, as it may deem necessary. The question of whether a particular bidder is a responsible bidder may involve an evaluation of the bidder's experience, type of facility, expertise, or financial resources regarding the particular items requested by the pertinent solicitation. If a bidder has been determined to be non-responsible, the bid shall be rejected.

New Equipment: All equipment to be provided in response to a State of California solicitation shall be new and latest model in current production. **USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.**

Electronic Mail (Email) Bids: Bids received via email will be considered only if they are sent to Kim.Morden@cdcr.ca.gov. Bids sent to any other email will not be considered. To be considered, all pages of an emailed bid must be completely received prior to the bid due date and time specified in this solicitation. Please be advised that there is a heavy demand placed on the email account receiving bids, and the State assumes no responsibility if a bidder cannot transmit their bid via email, or if the entire bid is not received prior to the specified bid due date and time.

Recycled Content Products: State agencies are required to report purchases in many product categories. In order to comply with those requirements, contractors are required to complete and **return the attached Recycled Content Certification form with your bid response.** Failure to complete and return the form may disqualify your bid from consideration.

Payee Data Record: The successful bidder will be required to submit a Payee Data Record, STD. Form 204, listing their Taxpayer Identification Number (see Exhibit 2). **Return this form with your bid.**

Seller's Permit: If applicable, please note that award will be conditional on providing the following document prior to award:
You must provide your company's California retailer's seller's permit or certification of registration and, if applicable, the permit or certification of all participating affiliates, issued by California's State Board of Equalization (BOE), pursuant to all requirements as set forth in Sections 6487, 7101 and Sections 6452.1, 6487.3, 18510 of the Revenue and Taxation Code, and Section 10295.1 of the Public Contract Code. In order to expedite the process of verifying the validity of the permit, **provide the BOE seller's permit number (on page 1) or attach a copy of the permit with your quote.**

Disabled Veteran Business Enterprise (DVBE) Program Requirements: The State has established goals for DVBE participation in State contracts. The intent of the DVBE participation requirement and incentive is to encourage DVBE certified suppliers to participate in bidding opportunities, and to encourage firms to seek and include DVBE's as sub-contractors.

For the purposes of this solicitation the department elects to waive the DVBE Program Requirements, but opts to include the DVBE Incentive. This solicitation does not include a required minimum DVBE participation percentage.

DVBE 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 a California certified DVBE participation as identified on the Bidder Declaration, GSPD-05-105, 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. The California DVBE Bid Incentive Instructions (09/03/09) includes information about the DVBE incentive and can be located at www.documents.dgs.ca.gov/pd/poliproc/MASTER-DVBEIncentivePkg.pdf. The following percentage will apply to this solicitation:

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

Darfur Contracting Form: Pursuant to Public Contract Code Section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code, Section 10476. See last page of this IFB for the Darfur Contracting form that **must be returned with your bid**.

Payment Discount: The supplier may offer a discount to the amount paid on invoices received and accepted by CDCR in order for the invoices to be paid within thirty (30) days from date CDCR receives the invoice. Discounts offered on invoices must be at least 1% of the invoice amount and a minimum of $50.00. If offering a discount, please provide the following:

________________________ is offering a discount of ______% on invoices paid within thirty (30) days*. Representative Initials: _________
(Company Name)
*The percent of discount (highest discount prevails) may be used in the event of tie bids. Refer to Notice to Prospective Bidders, Bid Submission Requirements.

Prohibition on Tax Delinquents: Persons or companies identified as the largest tax delinquents by the Franchise Tax Board (FTB) or the Board of Equalization (BOE) under authority of Sections 7062 or 19195 of the Revenue and Taxation Code, shall be disqualified from the bidding process. PCC §10295.4. Contractors included on tax delinquency lists; contracts void and unenforceable; (a) Notwithstanding any other law, a state agency shall not enter into any contract for the acquisition of goods or services with a contractor whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7062 or 19195 of the Revenue and Taxation Code. Any contract entered into in violation of this subdivision is void and unenforceable. (b) This section shall apply to any contract executed on or after July 1, 2012.

Small Business Regulations: The Small Business regulations, located in the California Code of Regulations (Title 2, Division 2, Chapter 3, Subchapter 8, Section 1896 et. seq.), concerning the application and calculation of the small business preference, small business certification, responsibilities of small business, department certification, and appeals are revised, effective 09/09/04. The new regulations can be viewed at (www.pd.dgs.ca.gov/smbus). Access the regulations by clicking on "Small Business Regulations" in the right sidebar. For those without Internet access, a copy of the regulations can be obtained by calling the Office of Small Business and DVBE Services at (916) 375-4940.

Non-Small Business Subcontractor Preference: A 5% bid preference is now available to a non-small business claiming 25% California certified small business subcontractor participation. If applicable, claim the preference in the box on the right hand side of the first page of this solicitation.

Small Business Nonprofit Veteran Service Agencies (SB/NVSA): SB/NVSA prime bidders meeting requirements specified in the Military and Veterans Code Section 999.50 et seq. and obtaining a California certification as a small business are eligible for the 5% small business preference. If applicable, claim the preference in the box on the right hand side of the first page of this solicitation.

Attachment with bid required if claiming the Small Business Preference: All bidders must complete and include the Bidder Declaration form GSPD-05-105. If claiming the non-small business subcontractor preference, the form must list all of the California certified small businesses with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the net bid price. All certified small businesses must perform a "commercially useful function" in the performance of the contract, as defined in Government Code Section 14837(d)(4).

Small Business Certification: Bidders claiming the small business preference must be certified by California as a small business or must commit to subcontract at least 25% of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the bid due date, and the OSDS must be able to approve the application as submitted. **Small business nonprofit veteran service agencies (SB/NVSA) claiming the small business preference must possess certification by California prior to the day and time bids are due**. Questions regarding certification should be directed to OSDS at (916) 375-4940.

TARGET AREA CONTRACT PREFERNCE ACT (TACPA) PREFERENCE: Bidders desiring to apply for the TACPA, preference may download the appropriate form from the following web site: http:// www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf
If your application for TACPA preference was granted for this contract, the requirement to provide the TACPA MONTHLY PERFORMANCE REPORT OF LABOR HOURS is a mandatory contract requirement that demonstrates your company is being a responsible supplier to the State of California. The required reports shall be submitted to the Department of General Services (DGS) – Dispute Resolution Unit (DRU) no later than the 15th day of each proceeding month, during the term of contract. If the State does not receive the required reports by the required due date, it may impact future contract awards to your company.

Declaration Forms: All bidders must complete the **Bidder Declaration, Form GSPD-05-105, and include it with the bid** response. When completing the declaration, bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract. Bidders who have been certified by California as a DVBE (or who are bidding rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) must also submit a completed form(s) STD. 843 (DVBE Declaration). All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). Should the form not be included with the solicitation, contact the State contracting official or obtain a copy online from the Department of General Services Procurement Division, Office of Small Business and DVBE Services (OSDS) website at www.pd.dgs.ca.gov/smbus. **The completed form should be included with the bid response.**

At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the required written information as specified may be grounds for bid rejection.

Attachments: The following documents are considered part of this solicitation and those with an asterisk (*) must be returned with the bid response or the bid may be considered invalid and be rejected.

1. Scope of Work – Attachment I
2. Specification Sections – Attachment II
3. Bidder Declaration Form GSPD-05-105 – Attachment III*
4. Payee Data Record – Attachment IV*
5. Seller's Permit (BOE) number or copy of Seller's Permit*
6. Bidder Instructions (Form 451) – Attachment V
7. General Provisions (Form 401) – Attachment VI
8. Darfur Contracting Form – Attachment VII*
9. Post-Consumer Content Certification – Attachment VIII*
10. Commercially Useful Function Declaration – Attachment IX*
11. California Civil Rights Laws Certification – Attachment X*
12. Roof System Review Checklist – Attachment XI*

Loss Leader: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section § 17030 of the Business and Professions Code. A "loss leader" is any article or product sold at less than cost: (a) where the purpose is to induce, promote, or encourage the purchase of other merchandise; or (b) where the effect is a tendency or capacity to mislead or deceive purchasers or prospective purchasers; or (c) where the effect is to divert trade from or otherwise injure competitors.

Commercially Useful Function: If you are claiming that your company is a certified Small Business, please complete and return the attached Commercially Useful Function Declaration form with your bid (Attachment IX).

Prison Rape Elimination Act Policy: CDCR is committed to providing a safe, humane, and secure environment free from sexual misconduct. This will be accomplished by maintaining a program to ensure the education, prevention, detection, response, investigation, and tracking of sexual misconduct and to address the successful community re-entry of the victim. CDCR shall maintain a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps, and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited. As a contractor with CDCR, you and your staff are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

LIST OF ATTACHMENTS
DEPARTMENT OF CORRECTIONS & REHABILITATION
Facility Planning, Construction & Management

ATTACHMENT I	SCOPE OF WORK
ATTACHMENT II	PLANS AND SPECIFICATION SECTIONS
ATTACHMENT III	BIDDER DECLARATION, FORM GSPD-05-105
ATTACHMENT IV	PAYEE DATA RECORD, STD. 204
ATTACHMENT V	BIDDER INSTRUCTIONS, FORM 451
ATTACHMENT VI	GENERAL PROVISIONS, FORM 401 NON-IT GOODS
ATTACHMENT VII	DARFUR CONTRACTING FORM
ATTACHMENT VIII	POST-CONSUMER CONTENT CERTIFICATION
ATTACHMENT IX	COMMERCIALLY USEFUL FUNCTION DECLARATION
ATTACHMENT X	CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION
ATTACHMENT XI	ROOF SYSTEM REVIEW CHECKLIST

ATTACHMENT I
SCOPE OF WORK

The project(s) described in this solicitation are critical to Facility Planning Construction and Management (FPCM) and must be completed on-time.

This description establishes the minimum requirements for a complete roofing system to be delivered to California Institution for Men, located at 5405 Eucalyptus Avenue, Chino, CA 91710. **THIS IS A MATERIAL AND FABRICATION PURCHASE ONLY; THE STATE WILL INSTALL.**

BID REQUIREMENTS:

1. **Bidders** must include product information/cut sheets with their bid. Please refer to attached Roof System Review Checklist (Attachment XI), which must also be filled out and returned with bid. Bidders who do not provide this information may be disqualified from the bidding process.

2. **Bidders** must include an FM Global list for wind uplift for the roof assembly. Bidders who do not provide this information may be disqualified from the bidding process.

3. **Bidders** must include a complete list of materials including quantity, description, cost, brand and model for pre-award review by CDCR. Bidders who do not provide this information may be disqualified from the bidding process.

4. Any reference herein to brands and products are for information only; CDCR will accept an approved equal.

5. Bids must remain valid until the purchase order has been issued.

6. Bidders must show an estimated square footage of roofing materials.

7. **Bidders** must attend the mandatory walk-thru being held on **August 28, 2026, at 8:00am**. Bids **will not** be accepted by vendors who have not attended this walk-thru.

8. **Bidders** must return all required documents identified in this IFB with their bid. Bidders who do not provide all required documents may be disqualified from the bidding process.

THE SUPPLIER MUST:

1. The **Supplier** is to provide all material and fabrication (if applicable) as shown on the plans and specifications (attached) for a complete roofing system.

2. The **Supplier** must ensure that the roofing materials meets all design criteria and safety standards. All material must be approved by CDCR and must be in compliance with all applicable codes and laws given the installation location.

3. The **Supplier** must provide a written manufacturer's warranty per the Invitation for Bid, upon installation by the STATE of the completed roofing system.

4. The **Supplier** must coordinate the delivery of all material with CDCR. It is the responsibility of the supplier to deliver and off load the material, as directed by CDCR. Due to circumstances beyond CDCR's control (i.e. weather, institution lockdown, etc.), delays may occur. *Advance delivery scheduling is critical and required during all phases of the project.*

5. The **Supplier** must ensure proper security clearances are submitted to CDCR, as institution security issues may exist. Any cost associated with delays caused by improper security clearances shall be borne by the **Supplier**. Inability to obtain security clearances shall be cause to cancel the purchase order.

ATTACHMENT I
SCOPE OF WORK, cont.

6. To ensure timely delivery of the materials specified in this solicitation, two **Suppliers** may be selected, a primary and an alternate.

   The primary **Supplier** is responsible for delivering the required materials no later than the date specified by the Construction Supervisor which will normally be within **90** days after the purchase order and Notice to Proceed have been issued and after submittals have been approved.

   The alternate **Supplier** shall be selected, if the primary **Supplier** fails to deliver the materials as specified by the Construction Supervisor. Failure by the primary contractor is defined as:

   - Failure to deliver all of the required materials specified by the Construction Supervisor, or
   - Failure to deliver the materials by the date specified by the Construction Supervisor.

   In the event of a failure by the primary **Supplier**, the alternate **Supplier** shall assume the role of the primary.

   Note: The STATE reserves the right to increase the purchase order by 20%, upon written approval, and only prior to final delivery.

PLANS AND SPECIFICATIONS

To order copies of plans and or specifications please contact:

California Department of Corrections and Rehabilitation
Facility Planning, Construction and Management Division
Procurement Support
Attn: Kim Morden, Procurement Officer
Phone: (279) 223-2786
E-Mail: Kim.Morden@cdcr.ca.gov

Requests for plans must be received by 5:00 PM, close of business on **August 13, 2026,** to allow ample time to prepare bids by the bid due date of September 23, 2026, at 2:00 PM.

MANDATORY WALK-THRU AND REQUIRED GATE CLEARANCE(S)

A mandatory bidder's walk-thru will be held on **August 28, 2026, at 8:00am** at the **California Institution for Men,** located at **5405 Eucalyptus Avenue, Chino, CA 91710**. Bidders must submit gate clearance information by **August 13, 2026,** to allow ample time for institutional staff to complete the gate clearance process. Gate Clearance information may be submitted to:

E-mail: **Aaron.Chamberlin@cdcr.ca.gov / Russell.Hovis@cdcr.ca.gov**

Please submit the following information for the person(s) entering institution grounds:

1. Full name as shown on the driver's license
2. Driver's license number
3. Social security number
4. Date of birth

SUBMITTAL REQUIREMENTS

This section shall take precedence, if there is any inconsistency between submittal instructions as stated in specifications, drawings, or any other provisions of this purchase. The State reserves the right to cancel the award of the resulting purchase order, if the supplier's failure to provide submittals within the time frames specified results in a delay to the State. The awarded supplier will receive a Notice to Proceed (NTP) and a purchase order, which initiates the start of the submittal process. **Production and shipment of materials can only begin after the awarded supplier receives written approval from the procurement officer identified in the NTP and purchase order.** Shipment of materials prior to receiving an approved submittal letter will result in your invoice not being paid. Failure to adhere to this could result in your company being deemed non-responsive and the purchase order being canceled.

Within ten (10) working days after receipt of the NTP, the supplier shall submit: (Procurement Officer to indicate if submittals are to be hard copy or electronic).

The **Supplier** shall submit one (1) electronic copy of the submittals in accordance with the specifications for approval

The **Supplier** must include the solicitation number on the submittal package.

One (1) electronic copy will be returned marked approved, approved with notation, or rejected (which requires resubmission). When resubmission is necessary, the supplier shall resubmit one (1) electronic corrected copy within five (5) working days of receipt of CDCR’s Submittal Rejection Letter. If approved, you will be notified via an approval letter issued by the procurement officer, which allows you to proceed with fabrication and shipment of the order. If applicable, supplier must provide LEED documentation, as required in the specifications with their submittals. Please note that LEED may not be a part of each CDCR project; however, if the project you are bidding on is a LEED project, specifications and submittal requirements will be provided to you at the time of bidding.

Shop drawings shall be created by the vendor who shall not reproduce the design documents provided by CDCR as a basis for the vendor’s shop drawings. The vendor may request electronic backgrounds from CDCR to assist in preparing their shop drawings; however, accepting these electronic backgrounds is solely for the vendors convenience and does not preclude the vendor from verifying all field and existing conditions, or verifying products and services comply with the design drawings and specifications, or other responsibilities to the subcontractor, contractor, or contractor performing the work.

NOTE: FABRICATION AND DELIVERY SHALL PROCEED ONLY AFTER THE VENDOR RECEIVES APPROVED SUBMITTALS.

Submittals must be sent to Kim.Morden@cdcr.ca.gov.

INFORMATION REQUIREMENTS:

The following information is to be submitted to the Construction Supervisor within ten (10) days of approved submittals to avoid cancelation of the purchase order:

1. Assembly and/or installation details (1 electronic copy via email or 3 copies via U.S Postal Service and/or Courier Service) with exploded views (if available)
2. List of any special tools required for operation and/or repair
3. Product specifications, cut sheets, rough-in dimensions (3 copies)
4. Certification and testing requirements (3 copies)

GATE CLEARANCE INFORMATION:

The **Supplier** must submit the following gate clearance information for delivery, field service, site inspection, or entrance into the institution. The **Supplier** must allow two (2) weeks for processing and approval of gate clearances.

email information to: Aaron Chamberlin / Russ Hovis, Construction Supervisors II
Aaron.Chamberlin@cdcr.ca.gov / Russell.Hovis@cdcr.ca.gov

SECURITY INFORMATION:

Blue chambray shirts and blue jeans shall not be worn. Electronic devices (cellphones, blackberries, etc.) are not permitted on institution grounds. All materials, supplies, and persons shall be subject to inspection at all gates by institutional custody staff before entering or leaving institutional grounds. No firearms, narcotics, drugs, tobacco, or other restricted materials shall be allowed on the premises. Loss of time in checking in and out of the institution shall be borne by the Supplier.

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

DELIVERY INFORMATION:

Receiving hours are 8:00 a.m. to 2:00 p.m., Monday through Friday, excluding STATE holidays. Proper identification will be required for entrance into the institution. Contact the construction supervisor 48 hours prior to delivery to coordinate the delivery.

Pursuant to Labor Code, Section 6390, the Supplier agrees to provide a Material Safety Data Sheet, when applicable, at the time of delivery.

DISPUTE INFORMATION

This section supersedes the General Provisions (attached), Section 38, a and c, to state:

a. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, contractor shall submit to the Protest Coordinator a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the contract, contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the contract adjustment for which contractor believes the State is liable. If the contractor is not satisfied with the decision of the Protest Coordinator, the contractor may appeal the decision to the California Department of Corrections and Rehabilitations (CDCR), Contracts and Procurement Section.

c. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the CDCR Assistant Director, Facility Planning, Construction and Management if an appeal was made. If the State fails to render a final decision within 90 days after receipt of contractor's demand, it shall be deemed a final decision adverse to contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless contractor commences an action in a court of competent jurisdiction to contest such decision within ninety (90) days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

SPECIFICATION CONCERNS

This section supersedes the Bidders Instructions (attached), Section 12, to state:

12. SPECIFICATION CONCERNS:

a) In the event a supplier believes that the State's solicitation is unfairly restrictive, ambiguous, contains conflicting provisions or mistakes or in the supplier's experience any resulting contract will be commercially impracticable to perform, the matter or concerns should promptly be brought to the attention of the buyer identified in this solicitation in writing in order that the matter or concerns may be considered and appropriate actions, if deemed necessary in the sole determination of the State, may be taken prior to the closing time set to receive bids.

PROTEST INFORMATION

This section supersedes the Bidders Instructions (attached), Section 21, to state:

21. **PROTESTS:** Public Contract Code Section 10306: Whenever a contract or purchase order under this article is not to be awarded to the lowest bidder, the bidder shall be notified 24 hours prior to awarding the contract or purchase order to another bidder via electronic mail. Bidders who have submitted a bid may file a protest with **DGS-Dispute and Resolution Unit (PDProtest@dgs.ca.gov)** and **notify CDCR's Buyer/Protest Coordinator** against the awarding of the contract or purchase order on the grounds that he/she is the lowest responsible bidder meeting specifications within 24 hours of the notification. Within 10 days after filing a protest, the protesting bidder shall file with the DGS-Office of Legal Services, a full and complete written statement specifying in detail the grounds of the protest and the facts in support thereof.

Bidders shall contact DGS directly for protest filing and/or information:

Department of General Services
Procurement Division
Dispute Resolution Unit
707 Third Street, 2nd Floor
West Sacramento, CA 95814
Business Hours: 8:00am – 5:00pm
Phone: 916-375-4587
Fax: 916-375-4611
PDProtest@dgs.ca.gov

CDCR's Protest Coordinator
Peter Tran, Manager
Procurement Support
(279) 223-2799
peter.tran@cdcr.ca.gov

ATTACHMENT II

FACILITY PLANNING, CONSTRUCTION AND MANAGEMENT

CALIFORNIA INSTIUTION FOR MEN
Replace Roofs, Phases 1-4

PLANS AND SPECIFICATION SECTIONS:

Complete Plan, Specifications, Construction Bulletins, and Requests for Information are posted on Cal*e*Procure.

The specifications and plan sheets are attached as separate documentation. Specifications and plan sheets are to be used as reference only. Please disregard any verbiage pertaining to installation, as the State is responsible for the installation of all materials. Any reference to specific brand/models by name is for reference only; the State will accept a CDCR approved equal.

Kim Morden, Procurement Officer
(279) 223-2786
Kim.Morden@cdcr.ca.gov

ATTACHMENT III

BIDDER DECLARATION, FORM GSPD-05-105

All bidders must complete the Bidder Declaration, Form GSPD-05-105, and include it with the bid response. To obtain a copy, please visit:
http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf

ATTACHMENT IV

PAYEE DATA RECORD, STD. 204

The successful bidder, as a result of this IFB, will be required to sign the Payee Data Record, STD. 204 prior to contract award. To obtain a copy, please visit:
http://www.courts.ca.gov/documents/4-2-RFP-13-14-01GW-Attachment-5-Payee-Data-Record.pdf

ATTACHMENT V
BIDDER INSTRUCTIONS

1. DEFINITIONS:
a) **"Bid"** means an offer, made in response to a solicitation to perform a contract for work and labor or to supply goods at a specified price, whether or not it is considered a "sealed bid" or results in award of a contract to a single or non-competitively bid contract.
b) **"Bidder"** means a supplier who submits a bid to the State in response to a solicitation.
c) **"Solicitation"** means the process, by whatever name known or in whatever format used, of notifying prospective bidders that the State wishes to receive bids for furnishing goods or services.
d) **"Supplier"** means a business entity, bidder, offeror, vendor or contractor.

2. SUBMISSION OF BIDS:
a) Bids must be hand delivered or sent via U.S. Mail or common carrier unless another method (e.g., facsimile) is specifically authorized in the solicitation.
b) Where a "sealed" bid is required, each bid shall be separately sealed inside an envelope and must be signed and received by the closing time and date specified, and on the forms furnished by the State to be considered for award. The State reserves the right to consider authorized facsimile bids as properly "sealed" if received prior to the closing time specified, provided that a signature is shown on the facsimile.
c) The bidder is solely responsible for ensuring that the full bid is received by the State in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, and at the place specified. The State shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or misdelivery.
d) Bids received after the time stated will be considered non-responsive.
e) If facsimile transmission of the bid is acceptable, and the bidder chooses to transmit their bid via facsimile, the bidder understands and agrees that the State will consider only those portions of the bid received prior to the closing time specified; any pages received after that time will not be considered.
f) If no time for receipt of bids is specified in the solicitation, the bid shall be due by the close of the business day on the date indicated. Close of the business day shall be 5:00 p.m. All times are Pacific Standard Time (PST)/Pacific Daylight Time (PDT).
g) Generally, sealed bids will be opened and read on the due date unless another date and time is specified in the solicitation or any addendum thereto or the reverse auction terms and conditions are included in the solicitation.
When the Department of General Services, Procurement Division, facilitates a reverse auction all bids remain confidential before and during the auction. Information is not public, including the number and names of the responders, until the Notice of Intent to Award or contract award is published, whichever occurs first.

3. SOLICITATION ADDENDUM (ADDENDA):
a) If a supplier received this solicitation through some means other than being a prequalified supplier on the State's bidders list, it is the responsibility of the supplier to advise the buyer of its intention to provide a bid so that addenda or other correspondence related to the solicitation will be sent to the supplier.
b) In the event that the solicitation is revised by an addendum, supplier shall submit the original solicitation and any addenda that the buyer requires be submitted.
c) Price(s) offered shall reflect all addenda issued by the State. Failure to do so will permit the State to interpret the bid to include all addenda issued in any resulting contract.

4. PRICES:
a) All prices and notations must be printed in ink or typewritten.
b) All prices must be bid in U.S. currency.
c) Unit prices may not be more than four (4) places to the right of the decimal point. For example, a unit price of $.56726 each, would exceed this limitation. Unit prices which exceed this limitation will automatically be truncated to the fourth decimal place for both evaluation and award purposes. Using the example just cited, the "6" at the end of the unit price would be truncated (i.e., dropped off) leaving a unit price of $.5672 each.
d) An error in the bid may cause the rejection of that bid; however, the State may at its sole option retain the bid and make certain arithmetic corrections. In determining if a correction will be made, the State will consider the conformance of the bid to the format and content required by the solicitation, and any unusual complexity of the format and content required by the solicitation.
i) If the bidder's intent is clearly established based on review of the complete bid submittal, the State may at its sole option correct an error based on that established intent.
ii) The State may at its sole option correct obvious clerical errors.
iii) The total price of unit-price items will be the product of the unit price and the quantity of the item. If the unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the "Extension" price by the quantity of the item.

5. CASH DISCOUNTS: The State encourages bidders to offer cash discounts for prompt payment, however, unless provided elsewhere in the solicitation, cash discounts offered by bidders for the prompt payment of invoices will not be considered in evaluating offers to determine the successful bidder for award of any resulting contract.

6. INSPECTION OF SOLICITATION DOCUMENTS: Supplier shall carefully review all documents referenced and made a part of this solicitation to ensure that all information required to properly respond to the solicitation has been received or made available and all requirements are priced in the bid. Failure to examine any document, drawing, specification, or instruction will be at the supplier's sole risk.

7. BRAND NAMES: Any reference to brand names and model numbers in the solicitation is intended to be descriptive, but not restrictive, unless otherwise specified. Bids offering equivalent items meeting the standards of quality specified may be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the referenced brand. Unless bidder specifies otherwise, it is understood that the bidder is offering a referenced brand item as specified in the solicitation. The State reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references, and the State may require the supply of additional descriptive material and a sample.

8. EVALUATION OF BIDS:
a) Where more than one line item is specified in the solicitation, the State reserves the right to determine the lowest responsible bidder, either on the basis of individual items, combination of items as specified in the solicitation, or on the basis of all items included in the solicitation, unless otherwise expressly provided.
b) Unless otherwise specified in the solicitation, the State may accept any item or combination of items as specified in the solicitation, of any bid unless the bidder expressly objects and conditions its response on receiving all items for which it provided a bid. In the event that the bidder so objects, the State may consider the bidder's objection and evaluate whether the award on such basis will result in the lowest

BIDDER INSTRUCTIONS

price to the State or may determine in its sole discretion that such an objection is non-responsive and renders the bidder ineligible for award.

c) This solicitation is subject to all requirements set forth in the Electronic Waste Recycling Act of 2003 (Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste, hereafter called the "Act"). If the products and/or services being acquired pursuant to this solicitation are not subject to the Act, then bidder must demonstrate that the Act is inapplicable to all lines of business engaged by the supplier (or related agents, subsidiaries, partners, joint ventures, and sub-contractors). Contracts awarded, wherein a violation of the Act is found, are subject to sanctions defined in Public Resources Code, Chapter 8.5, Article 7.

d) This solicitation is subject to all requirements set forth in Sections 6452, 6487, 7101 and 18510 of the Revenue and Taxation Code, and Section 10295.1 of the Public Contract Code, requiring suppliers to provide a copy of their retailer's seller's permit or certification of registration, and, if applicable, the permit or certification of all participating affiliates issued by the State of California's Board of Equalization. Unless otherwise specified in this solicitation, a copy of the retailer's seller's permit or certification of registration, and, if applicable, the permit or certification of all participating affiliates, must be submitted within five (5) State business days of the State's request. Failure of the supplier to comply by supplying the required documentation will cause the supplier's bid to be considered non-responsive and the bid rejected.

e) Public Resources Code Section 42290 et seq. prohibits the State from contracting with any supplier, manufacturer, or wholesaler, and any of its divisions, subsidiaries, or successors that have been determined to be noncompliant to the recycled content plastic trash bag certification requirements. This includes award of a State contract or subcontract or renewal, extension, or modification of an existing contract or subcontract. Prior to award the State shall ascertain if the intended awardee or proposed subcontractor is a business identified on the current California Integrated Waste Management Board noncompliant list(s). In the event of any doubt of the status or identity of the business in violation, the State will notify the Board of the proposed award and afford the Board the opportunity to advise the State. No award will be made when either the bidder or a subcontractor has been identified either by published list or by advice from the Board, to be in violation of certification requirements.

f) All other criteria to be used in evaluating bids will be identified elsewhere in the solicitation.

9. CONFLICT OF INTEREST:

a) Current State Employees (PCC Section 10410):

i) 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.

ii) 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.

b) Former State Employees (PCC Section 10411):

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.

c) 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 twelve-month period prior to his or her leaving State service.

10. JOINT BIDS: A joint bid submitted by two or more bidders participating jointly in one bid may be submitted and each participating bidder must sign the joint bid. If a contract is awarded to bidders who furnished a joint bid, it shall be deemed one indivisible contract. Each such joint contractor will be jointly and severally liable for the performance of the entire contract, and the joint contractors must designate, in writing, one individual having authority to represent them in all matters relating to the contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint contractors.

11. SAMPLES TO DETERMINE RESPONSIVENESS TO TECHNICAL REQUIREMENTS FOR PURPOSES OF AWARD:

a) Samples of items, when required by the State, must be furnished free of expense to the State, unless otherwise provided.

b) Unless expressly set forth in the solicitation, the sample or samples furnished must be identical in all respects to the product or products being offered to the State.

c) Bidders offering products of a different manufacturer and model number than those specified in the solicitation may be required to submit samples for inspection and specification compliance testing in order for the State to determine if the item offered is equivalent to and meets the minimum standards of quality acceptable to the State as indicated by the manufacturer and model number specified in the solicitation.

d) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at bidder's expense.

e) Samples may be required prior to award. If requested, such samples must be delivered to the address specified and within the timeframe identified in the notification. Failure to submit samples as specified may be grounds for rejection.

12. SPECIFICATION CONCERNS:

a) In the event a supplier believes that the State's solicitation is unfairly restrictive, ambiguous, contains conflicting provisions or mistakes or in the supplier's experience any resulting contract would be commercially impractical to perform, the matter should be promptly brought to the attention of the buyer identified in the solicitation, either by telephone, letter or visit, immediately upon receipt of the solicitation, in order that the matter may be fully considered and appropriate action taken by the State prior to the closing time set to receive bids.

b) Unless otherwise specified, failure by any supplier to raise any concern relating to the solicitation requirements within at least two (2) working days prior to the bid close date, will be deemed a waiver of the supplier's right to protest any decision for contract award relating to the solicitation's requirements.

13. VALIDITY OF BID: Unless specified elsewhere in the solicitation, bidder's bid shall be valid for forty-five (45) days following the date the response is due.

14. MISTAKE IN BID: If prior to contract award, a bidder discovers a mistake in their bid which renders the bidder unwilling to perform under any resulting contract, the bidder must immediately notify the buyer and request to withdraw the bid. It shall be solely within the State's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire bid. If the solicitation provided for evaluation and award on a line item or combination of items basis, the State may consider permitting withdrawal of specific line item(s) or combination of items.

BIDDER INSTRUCTIONS

15. STATE'S RIGHTS:
a) The State reserves the right to modify or cancel in whole or in part its solicitation at any time prior to contract award.
b) The State reserves the right to reject any or all bids if the State determines that a bidder's bid was non-responsive to the solicitation requirements and to waive informalities and minor irregularities in bids received.
c) The State reserves the right to reject any or all bids if the State determines that a bidder is not a responsible supplier.
16. UNFAIR PRACTICES ACT AND OTHER LAWS: Supplier warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.) and all applicable State and Federal laws and regulations.
17. VIOLATION OF AIR OR WATER POLLUTION LAWS:
a) Unless the contract is less than $25,000 or with a non-competitively bid contract supplier, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any state or federal air or water pollution control law.
b) Prior to an award, the State shall ascertain if the intended awardee is a person included in notices from the Boards. In the event of any doubt of the intended awardee's identity or status as a person who is in violation of any state or federal air or water pollution law, the State will notify the appropriate Board of the proposed award and afford the Board the opportunity to advise the State that the intended awardee is such a person.
c) No award will be made to a person who is identified either by the published notices or by advice, as a person in violation of state or federal air or water pollution control laws.
18. NON-DISCRIMINATION TOWARD WTO GPA SIGNATORIES:
Any contract resulting from this solicitation in excess of $554,000 is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA). All bidders offering products or services of countries that are signatories to the WTO GPA and that have agreed to cover reciprocal subcentral coverage under the WTO GPA will be accorded nondiscriminatory treatment in the award of contracts under this solicitation. These countries currently include the member states of the European Union (Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Netherlands, Portugal, Spain, Sweden, and the United Kingdom), Aruba, Hong Kong, Singapore, Israel, Japan, Korea, Liechtenstein, Norway, and Switzerland.
19. INDEPENDENCE OF BID: Unless supplier is furnishing a joint bid, by submitting this bid, bidder swears under penalty of perjury that it did not conspire with any other supplier to set prices in violation of anti-trust laws.
20. BID EVALUATION PREFERENCES: In evaluating bids, the State will give preferences in accordance with the law for suppliers who are a California certified Small Business. If the bidder claims preferences under the Enterprise Zone Act (EZA), Target Area Contract Preference Act (TACPA) and Local Agency Military Base Recovery Area (LAMBRA) Act, the bidder must complete and return the appropriate forms incorporated in the solicitation. Preferences may also be given for bidders using recycled products in accordance with Public Resources Code Section 42890 et seq. Where multiple preferences are claimed, the State will verify eligibility for the preference(s) and evaluate and apply preference(s) in accordance with law and established procedures.
21. PROTESTS: The Department of General Services, Procurement Division, has appointed a Protest Coordinator to serve as the primary point of contact for handling: (1) initial protests of solicitation requirements as allowed for in Public Contract Code (PCC) Section 12102(h); (2) protests of proposed awards for commodities (PCC Section 10306) and information technology goods and services (PCC Section 12102[h]); and (3) the Alternative Protest Process (PCC Section 12125 et seq.). A Supplier Advocate has been established in accordance with PCC Section 10300 as a resource to protesting bidders seeking assistance and information. Contact the buyer or contact the Procurement Division at (916) 375-4400 for assistance.
22. INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS: Any independent contractor, prior to being awarded a purchase order which contains services, must provide certain information pertaining to its business to the State. The State, in accordance with Unemployment Insurance Code Section 1088.8, will report such information to the Employment Development Department. By submitting a bid, bidder acknowledges this information is required and that it is being reported to the Employment Development Department.
23. LOSS LEADER: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10302(b) and 12104.5(b).).
23. AMERICANS WITH DISABILITY ACT (ADA):
To comply with the non-discrimination requirements of the ADA, it is the policy of the State to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. For persons with a disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications for the procurement process, you may contact the buyer listed elsewhere in this solicitation.
a) If the contracting agency issuing this solicitation is an agency other than the Department of General Services, Procurement Division, the telephone numbers for TTY/TDD (telephone device for the deaf) or California Relay Service Numbers will be provided elsewhere in this solicitation.
b) If the agency issuing this solicitation is the Department of General Services, Procurement Division, you may also contact the Procurement Division at (916) 375-4400 (main office), or contact the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service Numbers, as follows:
7 **Procurement Division TTY:**
Sacramento Office: (916) 376-1891
California Relay Service:
Voice: 1-800-735-2922 or
1-888-877-5379
TTY: 1-800-735-2929 or
1-888-877-5378
Speech to Speech: 1-800-854-7784
Note: To ensure that we can meet your need, it is best that we receive your request for reasonable modification at least **10 working days** before the scheduled event or the due date for procurement documents.

GENERAL PROVISIONS – NON-INFORMATION TECHNOLOGY GOODS

1. DEFINITIONS: The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.

a. **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
b. **"Buyer"** means the State's authorized contracting official.
c. **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
d. **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
e. **"Goods"** (commodities) means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer equipment and telecommunications).
f. **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California

2. CONTRACT FORMATION:

a. If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with Section 10290), 3 (commencing with Section 12100), and 3.6 (commencing with Section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then Contractor's bid is a firm offer to the State which is accepted by the issuance of this Contract and no further action is required by either party.
b. If this Contract results from a solicitation other than described in paragraph a), above, Contractor's quotation or proposal is deemed a firm offer and this Contract document is the State's acceptance of that offer.
c. If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors.

3. COMPLETE INTEGRATION: This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**

   a. Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of Contractor's violation of this provision.
   b. If this Contract is in excess of $554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).

8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.

   a. The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
   b. Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to

GENERAL PROVISIONS – NON-INFORMATION TECHNOLOGY GOODS

attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

9. ASSIGNMENT: This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

10. WAIVER OF RIGHTS: Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. 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:

a. these General Provisions - Non-IT Commodities;
b. Contract form, i.e., Purchase Order STD 65, etc., and any amendments thereto;
c. statement of work, including any specifications incorporated by reference herein;
d. special terms and conditions; and
e. all other attachments incorporated in the Contract by reference.

GENERAL PROVISIONS – NON-INFORMATION TECHNOLOGY GOODS

12. PACKING AND SHIPMENT:

a. All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
   i. show the number of the container and the total number of containers in the shipment; and
   ii. the number of the container in which the packing sheet has been enclosed.

b. All shipments by Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different contracts shall be listed on separate packing sheets.

c. Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES: No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.

a. Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the buyer.

b. If "prepay and add" is selected, supporting freight bills are required when over $50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.

c. On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

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14. TIME IS OF THE ESSENCE: Time is of the essence in this Contract.

15. DELIVERY: Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Goods, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.

16. SUBSTITUTIONS: Substitution of Goods may not be tendered without advance written consent of the buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the buyer.

17. INSPECTION, ACCEPTANCE AND REJECTION:

a. Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Goods and services under this Contract and will tender to the State only those Goods that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the Contract.
b. All Goods may be subject to inspection and test by the State or its authorized representatives.
c. Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
d. All Goods to be delivered hereunder may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
e. The State shall give written notice of rejection of Goods delivered or services performed hereunder within a reasonable time after receipt of such Goods or performance of such services. Such notice of rejection will state the respects in which the Goods do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such Goods and services will be deemed to have been

accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

18. SAMPLES:

a. Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products bid and/or specified in the Contract.
b. Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

19. WARRANTY: Unless otherwise specified, the warranties contained in this Contract begin after acceptance has occurred.

a. Contractor warrants that Goods and services furnished hereunder will conform to the requirements of this Contract (including all descriptions, specifications and drawings made a part hereof), and such Goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the State, free from defects in design. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
b. All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies and users of the Goods or services.

20. SAFETY AND ACCIDENT PREVENTION: In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

21. INSURANCE: When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.

22. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

a. If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Goods furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
b. STATE AGREES THAT IF PARAGRAPH (a) ABOVE IS INVOKED, GOODS SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

23. TERMINATION FOR THE CONVENIENCE OF THE STATE:

a. The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director, Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void.
b. After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
    i. Stop work as specified in the Notice of Termination.
    ii. Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.

iii. Terminate all subcontracts to the extent they relate to the work terminated.
iv. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification of which will be final for purposes of this clause.

24. TERMINATION FOR DEFAULT:

a. The State may, subject to the Force Majeure paragraph contained herein, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
   i. Deliver the Goods or to perform the services within the time specified in the Contract or any amendment thereto;
   ii. Make progress, so as to endanger performance of this Contract (but see subparagraph (b) below); or
   iii. Perform any of the other provisions of this Contract (but see subparagraph (b), below).
b. The State's right to terminate this Contract under subparagraphs (a)(ii) and (a)(iii) above, may be exercised if the Contractor does not cure such failure within the time frame stated in the cure notice issued by the buyer.
c. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the buyer considers appropriate, Goods or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Goods or services. However, the Contractor shall continue the work not terminated.
d. If the Contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the buyer, any:
   i. Completed Goods, and
   ii. Partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this Contract. Upon direction of the buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
e. The State shall pay Contract price for completed Goods delivered and accepted. The Contractor and buyer shall agree on the amount of payment for manufacturing materials delivered and accepted for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the buyer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

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f. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
g. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract.

25. FORCE MAJEURE:

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

a. Acts of God or of the public enemy, and
b. Acts of the federal or state government in either its sovereign or contractual capacity. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

26. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

a. In the event any Goods furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
b. In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
c. In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor.

d. The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.

27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

a. The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Goods either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
b. Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Goods provided by the Contractor during the Contract.

28. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by Contractor in the performance of this Contract.

29. INVOICES: Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

30. REQUIRED PAYMENT DATE: Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

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31. TAXES: Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

32. NEWLY MANUFACTURED GOODS: All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.

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

34. CONFIDENTIALITY OF DATA: All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

35. NEWS RELEASES: Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

36. PATENT, COPYRIGHT and TRADE SECRET INDEMNITY:

a. Contractor shall hold the State of California, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Contract.

b. Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
c. Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Goods or software supplied by the Contractor or the operation of such Goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
    i. That the Contractor shall be notified within a reasonable time in writing by the State of any notice of such claim; and,
    ii. That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the State shall have the option to participate in such action at its own expense.
d. Should the Goods or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Goods or software, or to replace or modify the same so that they become non infringing. If none of these options can reasonably be taken, or if the use of such Goods or software by the State shall be prevented by injunction, the Contractor agrees to take back such Goods or software and make every reasonable effort to assist the State in procuring substitute Goods or software. If, in the sole opinion of the State, the return of such infringing Goods or software makes the retention of other Goods or software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Goods or software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.
e. The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
    i. The combination or utilization of Goods furnished hereunder with equipment or devices not made or furnished by the Contractor; or,

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ii. The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of Contractor supplied operating software; or

iii. The modification by the State of the equipment furnished hereunder or of the software; or

iv. The combination or utilization of software furnished hereunder with non Contractor supplied software.

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

g. The foregoing states the entire liability of the Contractor to the State with respect to infringement of patents, copyrights or trade secrets.

37. EXAMINATION AND AUDIT: Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.

38. DISPUTES:

a. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for information technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.

b. Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.
c. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

39. STOP WORK:

a. The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
   i. Cancel the Stop Work Order; or
   ii. Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
b. If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
   i. The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the

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performance of any part of this Contract; and

ii. The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.

c. If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

d. The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

40. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

41. **COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

42. **NONDISCRIMINATION CLAUSE:**

a. During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

43. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

44. ASSIGNMENT OF ANTITRUST ACTIONS: Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

a. In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
b. If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were

paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

c. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
    i. the assignee has not been injured thereby, or
    ii. the assignee declines to file a court action for the cause of action.

45. DRUG FREE WORKPLACE CERTIFICATION: The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug Free Workplace Act of 1990 (Government Code Section 8350 et seq.) 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, as required by Government Code Section 8355(a).
b. Establish a Drug Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
    i. the dangers of drug abuse in the workplace;
    ii. the person's or organization's policy of maintaining a drug free workplace;
    iii. any available counseling, rehabilitation and employee assistance programs; and,
    iv. penalties that may be imposed upon employees for drug abuse violations.
c. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
    i. will receive a copy of the company's drug free policy statement; and,
    ii. will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

46. FOUR-DIGIT DATE COMPLIANCE: Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

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47. SWEATFREE CODE OF CONDUCT:

a. Contractor declares 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 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 penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. 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 http://www.dir.ca.gov/, and Public Contract Code Section 6108.
b. Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).

48. RECYCLING: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, Goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205)

49. CHILD SUPPORT COMPLIANCE ACT: For any Contract in excess of $100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:

a. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
b. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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50. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).

51. ELECTRONIC WASTE RECYCLING ACT OF 2003: The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

52. USE TAX COLLECTION: In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

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

54. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code section 10295.3.

55.SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract the Contractor made a commitment to achieve small business participation, then the Department requires the Contractor upon completion of this Contract (or within such other time period as may be specified elsewhere in this Contract) to report the actual percentage of small business participation that was achieved. (Govt. Code § 14841)
b. If for this Contract the Contractor made a commitment to achieve the disabled veteran business enterprise (DVBE) participation goal, then, pursuant to Mil. & Vets. Code § 999.5(d), upon completion of this Contract, the Department requires the Contractor to certify using the Prime Contractor’s Certification – DVBE Subcontracting Report (STD 817), all of the following:

    i. the total amount the prime Contractor received under the Contract;
    ii. the name, address, Contract number and certification ID number of

the DVBE(s) that participated in the performance of this Contract;

iii. the amount and percentage of work the prime Contractor committed to provide to one or more DVBE(s) under the requirements of the Contract and the total payment each DVBE received from the prime Contractor;

iv. that all payments under the Contract have been made to the DVBE(s); and

v. the actual percentage of DVBE participation that was achieved. Upon request, the prime Contractor shall provide proof of payment for the work.

If for this Contract the Contractor made a commitment to achieve the DVBE participation goal, the Department will withhold $10,000 from the final payment, or the full final payment if less than $10,000, until the Contractor complies with the certification requirements above. A Contractor that fails to comply with the certification requirement shall, after written notice, be allowed to cure the defect.

Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of written notice, the prime contractor refuses to comply with the certification requirements, the Department shall permanently deduct $10,000 from the final payment, or the full payment if less than $10,000. (Mil. & Vets. Code § 999.7)

A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841)

Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in Section 999 of the Mil. & Vets. Code, including, but not limited to, the requirements of Section 999.5(d). (PCC Code § 10230)

56.LOSS LEADER: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10302(b).).

57.EXECUTIVE ORDER N-6-22-RUSSIA SANCTIONS: The Contractor shall comply with 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.

DARFUR CONTRACTING ACT

Bid/Agreement Number OR Request for Quote Number: __________

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.

Select only one of the following options:

OPTION #1 – NO ACTIVITIES OUTSIDE THE US

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, print your company name, date and signature below:

Company/Vendor Name (Printed)	*Date*
By (Authorized Signature)	

OPTION #2 - 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 #3 – 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 orproposal.

Company/Vendor Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	

ATTACHMENT VIII

STATE OF CALIFORNIA
Department of Resources Recycling and Recovery (CalRecycle)
CalRecycle 74 (Revised 01/23)

Postconsumer Recycled-Content Certification

To be completed by the State agency	
State Agency:	
Purchasing Agent:	PO #:
Phone:	E-mail:

The State Agency Buy Recycled Campaign (SABRC) is a state mandated program that requires the reporting of all purchases made within 16 specified product categories. All state agencies are required to verify the recycled-content of all products purchased within each of these categories.

All businesses shall certify the minimum percentage in writing to the contracting officer or his or her representative, if not the exact percentage, of postconsumer recycled-content (PCRC) material in the products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the minimum content requirements specified in law (see reverse side). The certification shall be furnished under penalty of perjury. The certification shall be provided regardless of content, even if the product contains no recycled material. A State agency may waive the certification requirement if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet website.

Public Contract Code sections 12205(a)(1), (2), (3) and (b)(1), (2), and (3)

Contractor/Company Name______________________________

Address______________________________**Phone**__________________

Purchase Order # **RFQ #** **RFP #** **IFB #** **Cal Card Order #**	**Item #**	**Product or Services Description**	**[1]Percent Postconsumer Recycled-Content Material**	**[2]SABRC Product Category Code**	**Meets SABRC**
					☐
					☐
					☐
					☐
					☐
					☐

Pursuant to Public Contract Code 12205(b)(1), I certify under penalty of perjury under the laws of the State of California that the above information is true and correct.

____

Print Name Signature **Title** Date

FOOTNOTES:

1. "Postconsumer recycled-content material" is defined as products that were bought, used, and recycled by consumers. For example, a newspaper that has been purchased, recycled, and used to make another product would be considered postconsumer material.
2. "Product category" refers to one of the categories listed below, into which the reportable purchase is best placed.
3. If the product does not belong in any of the product categories, enter "N/A." Common "N/A" products include wood products, aggregate, concrete, and electronics such as computers, TV, software on a disk or CD, and telephones.
4. For reused or refurbished products, there is no minimum content requirement. (PCC 12209(l))

Code*	Product Categories	Product Subcategories	Product Examples in each SABRC Category (*PCC 12207*) Examples include, but are not limited to, these individual products/materials.	Minimum Post-Consumer Content Requirement per Statute (*PCC 12209*)
1A	Paper Products	Toilet Paper	Toilet paper.	45 percent by fiber weight post-consumer fiber.
1B	Paper Products	Paper Towels	Paper towels.	40 percent by fiber weight post-consumer fiber.
1C	Paper Products	Facial Tissues	Facial tissue.	10 percent by fiber weight post-consumer fiber.
1D	Paper Products	Toilet Seat Covers	Toilet seat covers.	20 percent by fiber weight post-consumer fiber.
1E	Paper Products	General Purpose Paper Wipes	General purpose paper wipes.	40 percent by fiber weight post-consumer fiber.
1F	Paper Products	Food Serviceware	Napkins, plates, bowls, food trays, takeout boxes, and placemats.	40 percent by fiber weight post-consumer fiber.
1G	Paper Products	Miscellaneous Paper Products	Cartons, wrapping, packaging, file folders, hanging folders, building insulation and panels, corrugated boxes.	30 percent by fiber weight post-consumer fiber.
2	Printing and Writing Papers	Printing and Writing Papers	Copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications.	30 percent by fiber weight post-consumer fiber.
3A	Soil Amendments and Toppings	Compost	Soil amendments, soil conditioner for potting or plant mix, organic materials used for water conservation; organic materials such as biosolids or other comparable substitutes such as livestock, horse, or other animal manure, food residues or fish processing byproducts; mechanical breakdown of materials.	80 percent recovered material that would otherwise be normally disposed of in a landfill.
3B	Soil Amendments and Toppings	Mulch	Ground covers, weed suppressants.	80 percent recovered material that would otherwise be normally disposed of in a landfill.
4A	Glass Products	Glass Products	Windows, test tubes, beakers, laboratory or hospital supplies, reflective beads, tiles, construction blocks, desktop accessories, flat glass sheets, loose- grain abrasives, deburring media, liquid filter media, and containers.	25 percent post-consumer, by weight.
4B	Glass Products	Fiberglass	Fiberglass (insulation),	30 percent post-consumer, by weight.
5	Lubricating Oils		Intended for use in a crankcase, transmission, engine, power steering, gearbox, differential chainsaw, transformer dielectric, fluid, cutting, hydraulic, industrial, or automobile, bus, truck, vessel, plane, train, heavy equipment, or machinery powered by an internal combustion engine.	70 percent re-refined base oil.
6	Plastic Products		Printer or duplication cartridges, diskette, carpet, office products, plastic lumber, buckets, wastebaskets, containers, benches, tables, fencing, clothing, mats, packaging, signs, posts, binders, sheet, buckets, building products, garden hose, and trays.	20 percent postconsumer, by weight, is remanufactured or has a take back program.
7A	Paint:	Low-VOC: < 50 grams/liter	Water-based paint, graffiti abatement, interior and exterior, and maintenance.	50 percent post-consumer paint.
7B	Paint:	Other VOC: > 50 grams/liter	Water-based paint, graffiti abatement, interior and exterior, and maintenance.	50 percent post-consumer paint.
8	Antifreeze		Recycled antifreeze, and antifreeze containing a bittering agent or made from polypropylene or other similar non-toxic substance.	70 percent post-consumer material.
9	Tires (Retreaded tires)		Truck and bus tires, and those used on fleet vehicles (and passenger cars where available).	Retreaded: Must use an existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire- Derived Products		Flooring, mats, wheelchair ramps, playground surfacing, sports surfacing, parking bumpers, bullet traps, hoses, bumpers, truck bedliners, pads, walkways, tree ties, wheel chocks, rollers, traffic-related products, mudflaps, accessibility ramps, paths and sidewalks, animal care products, including, but not limited to, horse arena surfacing, stall mats, cow mats, and equestrian barn and breezeway flooring, artificial turf, landscaping and rubber mulch, outdoor surfacing, pavers and tiles, and posts.	50 percent recycled used tires.
11A	Metal Products	Metal Products	Staplers, paper clips, steel furniture, desks, pedestals, scissors, jacks, rebar, pipe, plumbing fixtures, chairs, ladders, file cabinets, shelving, containers, lockers, sheet metal, girders, building and construction products, bridges, braces, nails, and screws.	10 percent post-consumer material, by weight.
11B	Metal Products	Vehicles	Vehicles.	10 percent post-consumer material, by weight.
12	Building Finishes	Open Office Panel Systems	Open office panel systems.	Middle range of state contracts.
13	Carpet		Carpet	Determined by DGS and Posted in SCM.
14A	Erosion Control Products	Compost Filter Socks	Compost filter sock.	100 percent post-consumer material.
14B	Erosion Control Products	Compost Blanket	Compost blanket, layer of compost protecting bare soil surfaces.	100 percent post-consumer material.
14C	Erosion Control Products	Hydraulic Mulch	Hydraulic mulch or erosion control process that uses fiber slurry and tackifier.	100 percent post-consumer material.
15A	Textiles	Textiles		0 percent post-consumer material.
15B	Textiles	General Textile Wipes	General purpose wipes.	100 percent post-consumer material.
16A	Pavement Surfacing	Rubberized Pavement Surfaces	Rubberized asphalt concrete and chip seal.	15 percent post-consumer material.
16B	Pavement Surfacing	Recycled Asphalt Pavement	Recycled Asphalt Pavement	25 percent post-consumer material.

*It is each agency's prerogative to assign internal codes/object codes for post-consumer recycled content products based on their internal paper or computer tracking systems.

For additional information, please visit www.CalRecycle.ca.gov/BuyRecycled/StateAgency/

ATTACHMENT IX

COMMERCIALLY USEFUL FUNCTION

A business performing a commercially useful function is one that **DOES** all of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out its obligation by actually performing, managing or supervising the work involved.
- Performs work that is normal for its business services and functions.
- 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.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's or suppliers role is limited to that of an extra participant in the transaction, contract or project through which funds are passed in order to obtain the appearance of a small business, micro business or DVBE participation.

I certify my firm performs a commercially useful function as described above.

____________________________________ ____________________
Vendor Signature Date

____
Company Name

ATTACHMENT X

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. <u>CALIFORNIA CIVIL RIGHTS LAWS</u>: 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. <u>EMPLOYER DISCRIMINATORY POLICIES</u>: 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

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

Solicitation Number____________________

BIDDER DECLARATION

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

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

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

   ____

   ____

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

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

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

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

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No", proceed to Item #1.c. If "Yes", enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No". The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

---

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

2. *(continued)* **Column Labels**

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "**N/A**" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "**Yes**" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "**No**" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ____ of ____" accordingly.

Generative Artificial Intelligence (GenAI) Reporting and Factsheet

Section 1: Bidder/ Offerer / Contractor Information

Solicitation / Contract	**Number Bidder ID/ Vendor ID (optional)**		
Business Name	**Business Telephone Number**		
Business Address	**City**	**State**	**Zip Code**

Contract / Description of Purchase

Section 2: Bidder/ Disclosure and Factsheet

Will you and/or your subcontractor(s) provide GenAI as a deliverable or intend 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?

☐ **Yes** ☐ **No**

If no, skip to Signature section of this form. If yes, provide details regarding the GenAI system.

See GenAI Reporting and Factsheet Instructions at the end of this form for more information. Failure to provide information requested on this form may result in disqualification or may void any resulting contract.

1. Provide a brief overview of the workload that is being performed.

2. Which aspects of the workflow will the GenAI support and how will you use GenAI?

3. How is the GenAI solution delivered?

4. How will users access the solution?

5. What types of data will this business process use?

6. Will there be tailored training and specific rules of engagement for stakeholders to ensure proper usage of the system, with adherence required for each use case?

☐ **Yes** ☐ **No**

Section 3: Signature

By signing this document, I have identified and reported any GenAI use in the performance of this contract. If any new or previously unreported GenAI use is identified in the future in the performance of this contract, we will complete and submit to the State an updated OBS 1000.

Signature **Date**

FACILITY PLANNING, CONSTRUCTION AND MANAGEMENT
DESIGN SERVICES

ROOF SYSTEM REVIEW CHECKLIST

Prior to review, A/E must have 100% CD (Final w/ SFM approval)

Bid reviews

FM Listing No.: ______________

- ☐ FM Global listing for wind uplift for the roof assembly
- ☐ Product data sheets for materials that match specifications and FM Global listing Materials
    - ☐ Membrane
    - ☐ Cover Board
    - ☐ Insulation
    - ☐ Protection Board (if required)
    - ☐ Vapor Barrier (if required)
    - ☐ Adhesives and Sealants
    - ☐ Connectors
    - ☐ Walkways (if required)

Submittal reviews

FM Listing No.: ______________

- ☐ FM Global listing for wind uplift for the roof assembly
- ☐ Product data sheets for materials that match specifications and FM Global listing Materials
    - ☐ Membrane
    - ☐ Cover Board
    - ☐ Insulation
    - ☐ Protection Board (if required)
    - ☐ Vapor Barrier (if required)
    - ☐ Adhesives and Sealants
    - ☐ Connectors
    - ☐ Walkways (if required)
- ☐ Shop drawings
    - ☐ Insulation layout, including crickets
    - ☐ Membrane layout plan
- ☐ Manufacturer's Certificate
- ☐ Manufacturer's Installation Instructions
- ☐ Manufacturer's Warranty, 10 year full system labor and materials (No Dollar Limit)

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH BID

GenAI Disclosure & Factsheet Definitions

Please use the following definitions to complete the GenAI Disclosure and Factsheet:

1. **Model Name, Version & Number of Parameters:**
   - Definition: The unique identifier or name assigned to the specific GenAI model or service.
   - Purpose: Allows users to refer to and distinguish between different GenAI models.
2. **Model Owner**
   - Definition: The name of the organization or entity responsible for creating or deploying the GenAI model or service.
   - Importance: Helps identify the source and accountability for the GenAI system.
3. **Overview**:
   - Definition: A concise summary of the GenAI model's purpose, functionality, and key characteristics.
   - Role: Provides a high-level understanding for users and stakeholders.
4. **Purpose**:
   - Definition: The intended use or goal of the GenAI model (e.g., image recognition, natural language processing, text summarization).
   - Significance: Helps users assess whether the GenAI model aligns with their needs.
5. **Intended Domain**:
   - Definition: The context, subject matter or domain for which the GenAI model is designed to operate effectively.
   - Importance: Helps users determine if the GenAI model is suitable for their specific use case.
6. **Training Data**:
   - Definition: Information used to train the GenAI model (e.g., labeled images, text corpora).
   - Role: Influences the GenAI model's behavior and performance.
7. **Model Information**:
   - Definition: Details about the architecture, parameters, and configuration of the GenAI model.
   - Relevance: Provides insights into how the GenAI model functions.
8. **Inputs and Outputs**:
   - Definition:
     - Inputs: The data or features provided to the model for prediction (e.g., images, text).
     - Outputs: The GenAI model's predictions or results (e.g., class labels, probabilities).
   - Understanding: Crucial for integrating the GenAI model into applications.
9. **Performance Metrics**:
   - Definition: Quantitative measures (e.g., accuracy, F1-score) used to evaluate the GenAI model's performance.
   - Assessment: Determines how well the GenAI model meets its intended purpose.
   - Continuous Monitoring Plan: Establishes a plan for continuous monitoring and evaluation of the GenAI model's performance.

10. Optimal Conditions:
- Definition: The ideal environment or context for the GenAI model to perform optimally.
- Contextual Guidance: Helps users achieve the best results.

11. Poor Conditions:
- Definition: Scenarios or conditions where the GenAI model's performance may degrade.
- Risk Awareness: Alerts users to potential limitations.

12. Bias:
- Definition: Any systematic error or unfairness in the GenAI model's predictions due to biased training data or design.
- Mitigation: Addressing bias is crucial for ethical and unbiased GenAI.

13. Test Data:
- Definition: Independent data used to evaluate the GenAI model's performance after training.
- Validation: Ensures the GenAI model generalizes well to unseen examples.