California Department of Corrections and Rehabilitation

CDCR
www.CDCR.ca.gov

INVITATION FOR BID

Division of Administrative Services
Office of Business Services
Contracts Management Branch

Updated: December 2025

STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION
CONTRACTS MANAGEMENT BRANCH

8/10/2026

INVITATION FOR BID (IFB)
NOTICE TO PROSPECTIVE BIDDERS
SMOKE CONTROL SYSTEM REPLACEMENT
BID NUMBER C5613486-D

RETURN BID TO: CDCR-CMB-Non-IT-Service-Bids@cdcr.ca.gov
Please see Bid Submittal instructions for CDCR's new electronic bid submittal process.

You are invited to review and respond to this IFB C5613486-D, titled Smoke Control Replacement Services Contract, for the California Department of Corrections and Rehabilitation (CDCR), Correctional Construction Mentorship Program (CCM) located at Pleasant Valley State Prison (PVSP) Correctional Treatment Center, 24863 West Jayne Avenue, Coalinga, CA, 93210. In submitting your bid, you shall comply with the instructions found herein. In addition to those programs and preferences that are specified in this solicitation, Prospective Contractors are encouraged to consider programs and preferences that are available, such as those for the use of small businesses, disadvantaged businesses, disabled veteran businesses, and other businesses covered by State and Federal programs and preferences.

As required by Government Code 14838, the California Department of Corrections and Rehabilitation (CDCR) is required to meet the State's twenty-five percent (25%) Small Business (SB) participation requirement. Certified SBs and micro-businesses (MB) are encouraged to submit bids. See Small Business Preference Program Section, in this IFB for requirements.

The designated contact person for this IFB is:

Contract Analyst: Zaryab Durrani
California Department of Corrections and Rehabilitation
Email address: zaryab.durrani@cdcr.ca.gov
Phone: (279) 210-3759

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

Technical questions regarding this solicitation will be addressed in writing and accordance with the Questions and Answers portion of this IFB. See Letters of Inquiry Section for more details.

Sincerely,

Zaryab Durrani

Zaryab Durrani
Contract Analyst

Table of Contents

BID PACKAGE OVERVIEW 4
PROJECTED TIMETABLE 6
FUNDING 6
BIDDER QUALIFICATIONS AND LICENSING REQUIREMENTS 6
PROHIBITION ON TAX DELINQUENTS 6
BIDDER RESPONSIBILITIES & THE BID PACKAGE 6
BID SUBMITTAL 7
BIDDERS' WALK-THROUGH 8
LETTERS OF INQUIRY 9
PUBLIC BID OPENING 10
EXECUTIVE ORDER N-6-22 – RUSSIAN SANCTIONS 10
GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI) DISCLOSURE 10
BASIS FOR AWARD 11
GENERAL PREVAILING RATE OF WAGES 11
PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM 11
AGREEMENT EXECUTION 12
EXTENSION OF TERM 12
DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM 12
DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE 13
SMALL BUSINESS PREFERENCE PROGRAM 13
NON-SMALL BUSINESS PREFERENCE REQUEST 14
NONPROFIT VETERAN SERVICE AGENCY (NVSA) SMALL BUSINESS PREFERENCE 14
IDENTIFICATION OF CONTRACTORS, SUBCONTRACTORS, CONSULTANTS: SMALL/MICRO BUSINESS AND DVBES 15
BIDDER PROVIDING FACILITY(IES) 15

BID PACKAGE OVERVIEW

This IFB package contains the following documents (except as otherwise indicated).

Please note that you **must** comply with the requirements contained in **all** documents.

- Bid Submittal Checklist
- Bidder Acknowledgment/Certification (OBS 300)
- Sample Standard Agreement (STD 213)
- Scope of Work (Exhibit A)
- Budget Details and Payment Provisions for CCM/FPCM Contracts (Exhibit B)
- Public Works Rate Sheet (Exhibit B-1)
  Electronically downloaded bid package includes an Excel spreadsheet file in addition to the PDF version (for additional information, see Exhibit B-1, first paragraph).
- General Terms and Conditions (Exhibit C)
  This document is incorporated in this bid package by reference only and is available on the Internet at Standard Contract Language for Non-IT Services - GTC 02/2025.
- Special Terms and Conditions for Public Works (Exhibit D)
- CDCR 2301 PREA Policy Information for Volunteers and Contractors (Exhibit E)
- Standard Contractor Certification Clauses (CCC 04/2017)
- Payee Data Record (STD 204)
- Payee Data Record Supplement STD (205)
- Supplement Vendor Payee Data Record
- GenAI Reporting and Factsheet (OBS 1000)
- California Civil Rights Laws Certification (OBS 1510)
- Sample Certificate of Insurance
- California DVBE Bid Incentive Instructions – Selecting Incentive Option
- Bidder Declaration (GSPD-05-105)
- Non-Small Business Preference Request and Subcontractor Acknowledgement (OBS 555)
- DVBE Declarations (DGS PD 843)
- DVBE Bid Incentive Request and Acknowledgement (OBS 554)
- Non-Collusion Affidavit (CDCR 1240)

- Public Works Additional Certification Clauses (OBS 1200)
- Payment Bond Sample (STD 807)
- Performance Bond Sample

PROJECTED TIMETABLE

The following dates are set forth for informational and planning purposes only and are subject to change.

IFB Available to Prospective Bidders	August 10, 2026
Notification of Intent to Participate in Bidders' Walk-Through	August 28, 2026
Mandatory Walk-Through	September 15, 2026, at 10 AM (additional information provided below)
Letters of Inquiry Submission Date	September 29, 2026
Submission of Bid	October 13, 2026, by 11:00 AM
Public Bid Opening	October 14, 2026, at 2:00 PM
Anticipated Date for Commencement of Services	Upon Issuance of the Notice to Proceed (NTP)
Term End Date of Agreement	180 days from NTP

FUNDING

The State's estimate for this Agreement is $298,704.00.

BIDDER QUALIFICATIONS AND LICENSING REQUIREMENTS

Bidder qualifications and licensing requirements (if any) are specified below and/or in Exhibit A. Unless otherwise stated, the bidder shall meet all qualifications and licensing requirements at the time of the bid opening.

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 7063 or 19195 of the Revenue and Taxation Code, shall be disqualified from the bidding process.

Pursuant to PCC §10295.4, contracts are void and unenforceable if a Contractor is included on tax delinquency lists.

(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 7063 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.

BIDDER RESPONSIBILITIES & THE BID PACKAGE

Bidders are solely responsible for understanding the scope of work and all requirements, terms, conditions, evaluation criteria, etc., before submitting a bid. If the language is unclear or ambiguous, it is the bidder's responsibility to request clarification or assistance before submitting a bid. Please note that

no verbal information will be binding upon the State unless the State issues such information in writing as an official addendum. If the IFB is modified prior to the final bid submission date, the State will issue an addendum to all bidders that received a bid package.

Bidder shall provide rate(s) on Public Works Rate Sheet (Exhibit B-1). Bidder shall set forth rates in clear, legible figures in the spaces provided in Exhibit B-1. Failure to provide the required rates shall be cause for rejection of your bid.

A lump sum total for all services stated herein must be entered on Exhibit B-1 Public Works Rate Sheet. Bidder shall set forth rates in clear, legible figures in the spaces provided in Exhibit B-1. Failure to provide the required lump sum total shall be cause for rejection of your bid.

All required documents listed in the Bid Submittal Checklist must be included within the bid package. No bid will be considered unless it is submitted with the CDCR Bidder Acknowledgement/Certification form (OBS 300) and Exhibit B-1 Public Works Rate Sheet and is in conformance with the submission requirements of this IFB. Additionally, a signed copy of all pages of the Contractor Certification Clauses (CCC) must be submitted to CDCR with the completed bid package. The State reserves the right to request clarification of any documents included with this bid.

The bid must be for the entire activity described herein. The State does not accept alternate contract language from a prospective Contractor. A bid with such language will be considered a counter proposal and will be rejected. Additionally, bids may be rejected if the bid proposal shows any alterations of form, additions not called for, a conditioned or incomplete bid, or erasures and/or irregularities of any kind. Any bid amounts changed after the amounts are originally inserted **MUST** be initialed through DocuSign by the bidder.

Failure to submit required documentation may result in the rejection of your bid.

BID SUBMITTAL

Bids must be submitted electronically, with all necessary bid submission documents in a clear, legible Portable Document Format (PDF), the documents are fully responsive and lack any deficiency, to CDCR-CMB-Non-IT-Service-Bids@cdcr.ca.gov no later than the time and date specified in the Projected Timetable. Any bid received in any other manner will **NOT** be considered. Bid submission time will be recorded using the electronic time stamp associated with receipt of the email submission. CDCR will provide an automated email response confirming receipt of each submission received showing the date and time the submission was received. If a confirmation receipt is not received, please contact CDCR-CMB-Non-IT-Service-Bids@cdcr.ca.gov to confirm your bid was received. Confirmation receipt is not a representation by CDCR that the submitted bid is responsive and complete.
Any electronic bid received after the Submission of Bid date and time specified in the Projected Timetable will **NOT** be considered. Bidders are ultimately responsible for ensuring timely receipt of their bid. ***It is recommended that Bidders submit bids at least one (1) hour in advance of the bid submission deadline to allow for confirmation of bid submission.***

Bid submissions with attached PDF documents in excess of forty (40) Megabytes in size risk being undeliverable. The State's mail server may automatically reject excessively large emails. Bidder may submit multiple emails if file size exceeds forty (40) Megabytes. Multiple emails should be identified as follows: 1 of 3, 2 of 3, 3 of 3, etc.

The subject line of the electronic bid must be titled:

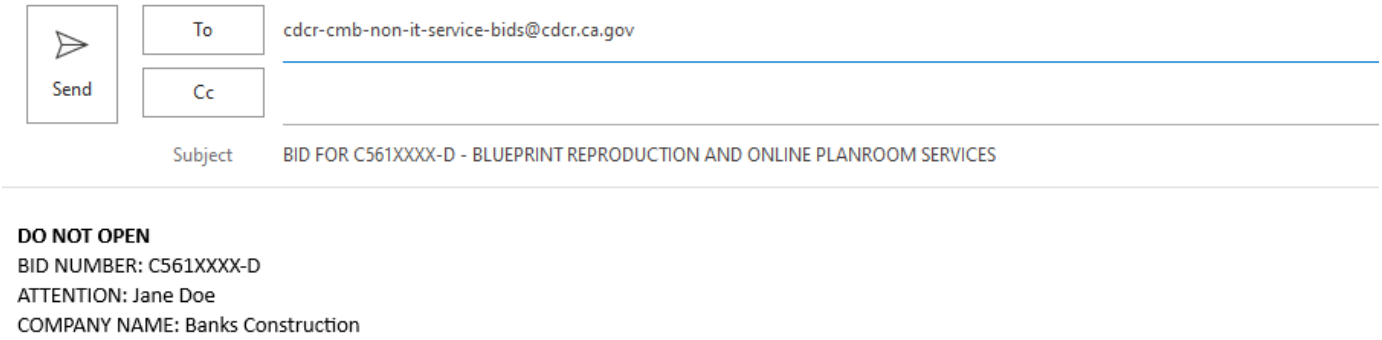
BID FOR C5613486-D SMOKE CONTROL REPLACEMENT SERVICES.

Bids that are not properly marked may be disregarded. Please see example below for further assistance.

The body of the email of the electronic bid must only contain the following:

DO NOT OPEN
BID NUMBER: C5613486-D
ATTENTION: Zaryab Durrani
COMPANY NAME:

(See Sample Below)



In submitting a bid, the bidder accepts the terms and conditions expressed herein. Costs incurred for developing bids and in anticipation of award of the Agreement are the responsibility of the bidder and shall not be charged to the State.

Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear one of the following DocuSign, or Adobe Acrobat Sign signature, or a scanned document of an original ink signature. An unsigned bid may be rejected.

A bidder may modify a bid after its submission by withdrawing the original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered. A bid may be withdrawn from consideration by submitting a written withdrawal request to CDCR via email to CDCR-CMB-Non-IT-Service-Bids@cdcr.ca.gov, signed by the bidder or an authorized agent. Bids will not be opened until the Public Bid Open date and time. Once opened by the State, the submitted bid is binding and may not be withdrawn without cause.

All documents submitted in response to this IFB will become the property of the State and will be regarded as public records under the California Public Records Act (Government Code Section 7920 et seq.) and subject to review by the public.

BIDDERS' WALK-THROUGH

Notification of Intent to Participate in Bidders' Walk-Through

Bidders and/or their representative(s) planning to attend the walk-through held on institution grounds must provide their driver's license or DMV identification card number, date of birth, and complete name to secure a Gate Clearance for admittance. Please contact the walk-through coordinator Jason Adams via phone at (279) 223-2747 or via email Jason.adams@cdcr.ca.gov by the date indicated in the

Projected Timetable of this IFB to arrange for your participation in the mandatory bidders' walk-through. If you are unable to reach Jason Adams please contact his backup, Jeremiah Kelso via phone at (559) 935-4923 or via email at Jeremiah.kelso@cdcr.ca.gov .

Any interested bidder or bidder's representative who requires reasonable accommodation to participate in the mandatory walk-through must contact the contract analyst identified in this package two (2) weeks before the scheduled walk-through to identify what reasonable accommodation(s) is required.

At the time of attendance at the **bidders' walk-through**, bidders and/or their representatives will be required to bring their driver's license or state DMV identification card to be admitted onto institution grounds.

NOTE: Bidders and/or their representatives will not be admitted onto institution grounds unless professionally and appropriately dressed in clothing distinct from that worn by incarcerated individuals at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse clothing and/or yellow rainwear shall not be worn onto institution grounds. Contractors should contact the institution regarding clothing restrictions before any planned visit(s) to the institution to ensure the Contractor and/or their representatives are in compliance.

Additionally, electronic and communication devices such as pagers, cell phones, cameras/micro-cameras, and/or sound recording devices are not permitted on institution grounds and must be left in the bidder's and/or their representative's locked vehicle.

Mandatory Walk-Through

NOTE: PARTICIPATION IN THE WALK-THROUGH IS MANDATORY. ANY BIDDER INTENDING TO SUBMIT A BID MUST EITHER ATTEND OR SEND A REPRESENTATIVE TO THE WALK-THROUGH. FAILURE TO ATTEND OR PROVIDE REPRESENTATION WILL RESULT IN THE BIDDER'S ELIMINATION FROM THE BIDDING PROCESS.

The mandatory walk-through will be held at Pleasant Valley State Prison (PVSP) Correctional Treatment Center, 24863 West Jayne Avenue, Coalinga, CA, 93210 on the date and time specified in the Projected Timetable Section of this IFB. The purpose of this walk-through is to provide bidders an opportunity to examine the work site before bidding in order to have full knowledge of the area(s) and/or specific equipment affecting the work that may not be specifically described herein.

Specific questions during the walk-through should be limited to the work site. Actual questions regarding the Scope of work and/or Terms and Conditions of the IFB should be directed to the contact person identified in the cover letter of this IFB.

LETTERS OF INQUIRY

The purpose of these letters is to provide bidders the opportunity to ask questions and/or provide feedback to CDCR on the specifics of the IFB and/or DVBE requirements. While some input may be incorporated into the IFB, remarks and explanations submitted may not necessarily change provisions of the IFB. Any modifications to the IFB as a result of these inquiries will be documented by an addendum and forwarded to all bidders.

Any inquiries related to the specifics of the IFB and/or DVBE requirements, if applicable, be submitted by email to allow CDCR time to research and prepare a response. Bidders will still, however, have the opportunity to ask questions at the bidders' walk-through. Submit your letter of inquiry via email by the date specified in the Projected Timetable directly to Zaryab Durrani, Contracts Management Branch at E-mail: Zaryab.durrani@cdcr.ca.gov .

Inquiries received after this date will only be addressed at CDCR's discretion.

PUBLIC BID OPENING

All bids received by the due date and time will be opened and read at a virtual public bid opening. Bids will be opened publicly over conference-call utilizing the call-in number below. The time of the public bid opening will be as outlined in the Projected Timetable.

Call-In Number: 1-916-701-9994
Passcode: 340347063#

At the time of the public bid opening, the dollar amount of each bid, claimed preference, and the name of each company bidding shall be read. The contract award is subject to a complete review of the entire bid proposal for compliance and adherence to the IFB requirements, verification of all calculations and claimed preferences, and compliance with DVBE Mandatory participation requirements, if applicable. Final results may change as a result of formal bid evaluation.

Bid opening will be audio only with no opportunity for questions and answers.

Bid Results can also be requested by contacting the contract analyst listed in this solicitation following the public bid opening.

EXECUTIVE ORDER N-6-22 – RUSSIAN SANCTIONS

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

GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI) DISCLOSURE

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

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

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

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

Government Code 11549.64 defines "Generative Artificial Intelligence (GenAI)" as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data.

BASIS FOR AWARD

The award of an Agreement, if it is to be awarded, will be made to the lowest responsible bidder whose bid complies with all requirements prescribed herein. In the event a bidder submits more than one (1) bid for the same institution/service under this bid process, the State shall select the lowest bid and reject all other bids from this bidder.

In the event of tie bids, except as provided in Government Code §14838(f), CDCR reserves the right to determine the bidder entitled to the contract award based on the percent of discount specified in Exhibit B-1, if applicable. If not applicable or if there is a discount tie, a coin toss or lot drawing will be used to determine the bidder entitled to the contract award. The coin toss or lot drawing will be officially witnessed and all affected bidders will be advised of the tiebreaker method and invited to attend.

The State is not required to award an Agreement and reserves the right to reject any and all bids and to waive any immaterial deviations in the bid. The State's waiver of an immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the Agreement.

The State intends to award as many Agreements as are necessary for backup purposes. Each Agreement will have a separate Agreement number and include all of the information contained in the bid document for the locations awarded to that Contractor.

GENERAL PREVAILING RATE OF WAGES

In accordance with the provisions of Section 1774 of the California Labor Code, the Contractor and any subcontractors shall conform to the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations. Copies of the wage rate determinations or any amendments thereto issued by the Director of the Department of Industrial Relations are on file with CDCR.

PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM

The California Legislature has imposed a new registration requirement for contractors and subcontractors involved with public works projects. Senate Bill 854, passed in late June 2014, implemented a new registration program to fund the Department of Industrial Relations' (DIR) monitoring and enforcement of prevailing wage laws.
Pursuant to Labor Code §1771.4, which imposes additional requirements when bidding and awarding public works contracts:

(1) This project is subject to compliance monitoring and enforcement by the DIR.
(2) The Department shall post or require the prime contractor to post job site notices, as prescribed by regulation.
(3) Each contractor and subcontractor shall furnish the records specified in Labor Code §1776 directly to the Labor Commissioner, in the following manner:
    (A) At least monthly or more frequently if specified in the contract with the awarding body.
    (B) In an electronic format prescribed by the Labor Commissioner, on the DIR's internal website.
(4) The Department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements. Contractor shall cooperate with the Department by providing such information as the Department may request to ensure the Contractor's compliance with this law.

(5) No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
(6) No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
(7) The contractor shall submit proof of registration with DIR to CDCR with bid proposal. The contractor shall be responsible to ensure all subcontractors are registered with DIR.

AGREEMENT EXECUTION

The Agreement will be executed only upon the State's acceptance of the Contractor's certificates of insurance, bonds, licenses, and permits, when such items are required. Should the Contractor fail to commence work at the agreed-upon date and time, the State, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement.

The successful bidder shall enter into an Agreement with the State, which will be prepared on a State of California Standard Agreement (STD 213 form, sample attached) and shall include from this IFB Exhibits A, B, B-1, D, and E.

This Agreement will not include a copy of the Exhibit C, General Terms and Conditions for Private Contractors, which is incorporated into the Agreement by reference only on the STD 213. Exhibit C may be downloaded from the Internet at Standard Contract Language for Non - IT Services.

After award, the Standard Agreement will be forwarded to the Contractor for signature via DocuSign. Upon receipt, the Contractor must sign the Agreement and return the Agreement with any required documentation in accordance with the time frame specified in the transmittal letter. In the event the State has not received the signed Agreement and the required documentation within the specified time frame, the award may be rescinded and awarded to the next lowest responsible bidder.

This Agreement is not valid unless and until approved by the Department of General Services, or, under its authority CDCR. The State has no legal obligation unless and until the Agreement is approved. Any work commenced by the Contractor prior to approval may be considered voluntary and the Contractor may have to pursue claim for payment by filing with the Department of General Services, Government Claims Program. When the Agreement is fully approved, a copy will be forwarded to you.

EXTENSION OF TERM

This Agreement may not be amended to extend the term except where necessary to complete performance of the original agreement and not to provide for additional services.

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM

This IFB is exempt from the DVBE requirement. However, the State is committed to achieving legislatively established goals for the participation of DVBEs in all state contracting and seeks to use certified DVBE business whenever possible. Therefore, the State requests your voluntary participation in reporting any certified DVBEs, including yourself, that will be used in the performance of this Agreement.

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE

CDCR is committed to meeting and exceeding the three percent (3%) goal for Disabled Veteran Business Enterprise (DVBE) participation in State contracting activities, set forth in Military and Veterans Code 999. The DVBE Incentive Program applies to all contracting activities for services including public works, construction, services, leasing, materials testing, and other related contracts. The DVBE incentive is applied during the evaluation process and is only applied to responsive bids from responsible bidders proposing DVBE participation. This incentive is for bid computation only.

To be eligible for the DVBE incentive, the business must:
1. Complete DVBE Incentive Request and Subcontractor Acknowledgement form (OBS 554) and submit with bid proposal.
2. Have a completed DVBE application on file with DGS, OSDS by 5:00 p.m. on the date bids are due.

For certification and preference approval process information, contact the OSDS by telephone at (916) 375-4940 or access the OSDS Internet website at Apply For or Re-apply as Small Business, Disabled Veteran Business Enterprise.

Award Based on Low Price

The incentive shall be equal to a bidder's DVBE participation level (rounded to the nearest two decimal places).

DVBE PARTICIPATION LEVEL	INCENTIVE APPLIED
1.0 - 1.99%	1%
2.0 UP TO 2.99%	2%
3.0 UP TO 3.99%	3%
4.0 UP TO 4.99%	4%
5.0 UP TO 5.99%	5%

1) The incentive is subject to a minimum of one percent (1%) and a maximum of five percent (5%) and will not exceed $500,000. Bids with DVBE participation of more than five percent (5%) will be calculated with a five percent (5%) incentive.
2) Bidders with DVBE participation of less than the required percentage listed in the solicitation will be deemed non-responsive and eliminated from any further participation.
3) The Small Business Preference (five percent (5%) up to $50,000) may be combined with the DVBE incentive but will not exceed a combined total of $500,000.
4) The DVBE incentive is computed from the lowest responsive and responsible bid price.
5) The Small Business Preference (five percent (5%) up to $50,000) may be combined with the DVBE incentive but will not exceed a combined total of $500,000.
6) The DVBE incentive is computed from the lowest responsive and responsible bid price.

SMALL BUSINESS PREFERENCE PROGRAM

Current law requires state departments to support the success of small businesses, including microbusinesses, in participation in contracting opportunities. CDCR is committed to supporting Small/Micro Business participation in state contracting and seeks to contract with certified Small/Micro Businesses whenever possible.

A Small/Micro Business enterprise is defined as a business certified by the Department of General Services (DGS), Office of Small Business and Disabled Veteran Business Enterprise Certification Services (OSDS) in which:

1. The principal office is located in California;
2. The officers are domiciled in California;
3. The business is independently owned and operated;
4. The business, with any affiliates, is not dominant in its field of operation; and
   a. For Small Business, either:
      (1) The business, together with any affiliates, has one hundred (100) or fewer employees and averaged annual gross receipts of $16,000,000 or less over the previous three years, or
      (2) The business is a manufacturer with one hundred (100) or fewer employees;
   b. For Micro Business, either:
      (1) The business, together with any affiliates, has twenty-five (25) or fewer employees and averaged annual gross receipts of $5,000,000 or less over the previous three years, or
      (2) The business is a manufacturer with twenty-five (25) or fewer employees.

Section 14835, et seq., of the California Government Code requires that a five percent (5%) preference be given to bidders who certify as a Small/Micro Business enterprise. The rules and regulations of this law are contained in Title 2, California Code of Regulations, Section 1896, et seq. A copy of the regulation is available upon request.

To claim the Small/Micro Business preference, which may not exceed $50,000 for any bid, your firm must:

1. Have a completed application (including proof of annual receipts) on file with the DGS, OSDS, by 5:00 p.m. on the date bids are due, and
2. Receipt of documents verified by such office.

Therefore, if you are a Small/Micro Business, but are not certified, it is to your advantage to become certified. For certification and preference approval process information, contact the OSDS by telephone at (916) 375-4940 or access the OSDS Internet website at Apply For or Re-apply as Small Business, Disabled Veteran Business Enterprise.

NON-SMALL BUSINESS PREFERENCE REQUEST

Pursuant to Title 2, CCR Section 1896, et seq., and GC Section 14838, et seq., a bid preference of five percent (5%) is available to a responsive non-small business claiming no less than twenty-five percent (25%), Small Business/Micro Business (SB/MB) subcontractor participation with one or more SB/MB enterprises. This preference is considered only if the tentative low bidder is not a certified SB/MB.

In granting the Non-Small Business Preference, no bid price will be reduced by more than $50,000. This preference cost adjustment is for bid evaluation purposes only and does not alter the actual cost offered by the bidder.

A non-small business is defined as a responsive/responsible bidder that is not certified by the DGS OSDS as a SB/MB enterprise.

To be eligible for the non-small business preference, the business prime vendor must complete and submit the Non-Small Business Preference Request and Subcontractor Acknowledgement form (OBS 555) with their bid proposal.

NONPROFIT VETERAN SERVICE AGENCY (NVSA) SMALL BUSINESS PREFERENCE

Pursuant to Military and Veteran Code Section 999.50 et seq., Nonprofit Veteran Service Agencies (NVSAs) claiming Small/Micro Business preference and verified as such in the relevant category or

business type, will be granted a preference of five percent (5%) of the lowest responsive bid, if the lowest responsive bid is submitted by a bidder not certified as a Small/Micro Business.

In granting Small/Micro Business preference to NVSAs, no bid will be reduced by more than $50,000. The preference cost adjustment is for computation purposes only and does not alter the actual cost offered by the bidder.

To be eligible for the NVSA Small/Micro Business Preference, the business concern must:

1. request preference at the time of bid submission, and
2. must possess a valid certification prior to bid submission.

An SB/NVSA is not subject to the same standards as other certified Small/Micro businesses. SB/NVSA standards are identified in Military and Veterans Code Section 999.51(a) (3).

IDENTIFICATION OF CONTRACTORS, SUBCONTRACTORS, CONSULTANTS: SMALL/MICRO BUSINESS AND DVBES

CDCR must identify all contractors, subcontractors, and consultants who will provide labor or render services in the performance of this Agreement and further identify whether any of the listed subcontractors and consultants are a certified Small/Micro business, or a certified DVBE. Therefore, the bidder must complete a Bidder Declaration (GSPD-05-105). If any changes occur in the submitted original GSPD-05-105, the Contractor shall notify the Office of Business Services (OBS), in writing within ten (10) working days of those changes, including any changes to Small/Micro business or DVBE status.

CDCR asks that you encourage any subcontractor(s) and/or consultant(s) not currently certified as a Small/Micro business or DVBE that may meet the certification requirements specified herein to become certified through the DGS, OSDS. Please provide those subcontractor(s)/consultant(s) the OSDS contact and certification information provided above.

If you are a certified Small/Micro business enterprise and fail to complete the Prime Contractor information of the CDCR Bidder Acknowledgement/Certification form (OBS 300), your business shall be classified as a large business, which will preclude your bid from receiving the five percent (5%) Small/Micro business preference and can cause incorrect reporting of Small/Micro business and large business participation by CDCR.

If you are a certified DVBE and fail to specify that information on the CDCR Bidder Acknowledgement/Certification form, (OBS 300) your business shall be classified as a large business, which will preclude your bid from receiving any range of the DVBE incentive and cause incorrect reporting of DVBE participation by CDCR.

BIDDER PROVIDING FACILITY(IES)

Bidders providing facility(ies) for their services must specify the complete address(es) of the facility(ies) where the services will be performed in the appropriate section on the Bidder Acknowledgement/Certification form (OBS 300) in the spaces provided.

The bidder hereby authorizes the State to insert the bidder's facility(ies) as listed in the CDCR Bidder Acknowledgement/Certification form (OBS 300) into the contract Exhibit A Scope of Work.

BID SUBMITTAL CHECKLIST
PUBLIC WORKS
SMOKE CONTROL SYSTEM REPLACEMENT SERVICES
IFB No. C5613486-D

Use this checklist to ensure that the documents identified below are included in your company's bid package. Place a check mark or "X" next to each document being submitted to the State. Failure to submit these documents may be cause for rejection of your bid. This checklist should also be returned with your bid.

A complete bid will consist of the documents identified below.

NOTE TO BIDDER: The company name identified on all documents submitted to the State (e.g., licenses, permits, certifications) must be identical to the company name written on the Bidder Acknowledgement/Certification (OBS 300). Failure to comply may cause delays in the award or result in the rejection of your bid.

_____ Bid Submittal Checklist (this Checklist)

_____ Bidder Acknowledgement/Certification (OBS 300)

_____ Public Works Rate Sheet (Exhibit B-1) – For the bidder's convenience, Exhibit B-1 is an Excel spreadsheet file. The spreadsheet(s) are password protected and cannot be altered, except where highlighted. The bidder will enter figures or amounts into each of the highlighted cells and print the document.

_____ The Contractor shall possess and maintain throughout the term of this Agreement one of the following valid Contractor's licenses issued by the California Contractors State License Board (CSLB):

- B General Building and C-16 Fire Protection **or**
- A combination of C-10 Electrical, C-16 Fire Protection Contractor specialty license, and C-20 Warm-Air Heating, Ventilating, and Air Conditioning.
- B General Building Contractor's license with a subcontractor who possesses C-10 Electrical, C-16 Fire Protection Contractor specialty license, and C-20 Warm-Air Heating, Ventilating, and Air Conditioning.

_____ Copy of Contractor Certification Clauses (CCC 04/2017)

_____ Payee Data Record Form (STD 204)

_____ Payee Data Record Supplement Form (STD 205)

_____ Supplement Vendor Payee Data Record Form

_____ GenAI Reporting and Factsheet (OBS 1000)

_____ California Civil Rights Laws Certification (OBS 1510)

_____ Bidder Declaration (GSPD-05-105)

_____ Non-Small Business Preference Request and Subcontractor Acknowledgement (OBS 555) (if applicable)

_____ DVBE Declarations (DGS PD 843) (if applicable)

_____ DVBE Bid Incentive Request and Subcontractor Request (OBS 554) (if applicable)

_____ Non-collusion Affidavit (CDCR 1240)

_____ Public Works Additional Certification Clauses (OBS 1200)

NOTE TO BIDDER: In addition to the above, the Contractor shall furnish the following to CDCR upon award.

_____ Copy of Automobile Insurance Certificate, Workers' Compensation Certificate, and Commercial General Liability Insurance Certificate.

_____ Payment Bond is required after the Agreement is awarded. Refer to Exhibit D, Special Terms and Conditions for Public Works, Item 4.3. Bonds.

_____ Performance Bond is required after the Agreement is awarded. Refer to Exhibit D, Special Terms and Conditions for Public Works, Item 4.3. Bonds.

Bidder Acknowledgement/Certification (OBS 300) **Bid No. C5613486-D**
California Department of Corrections and Rehabilitation (CDCR)

The bidder hereby agrees to provide all labor, materials, supplies, licenses, permits, equipment and transportation necessary to perform all services required for the foregoing titled work in accordance with the Scope of Work, all Terms and Conditions, Disabled Veteran Business Enterprise (DVBE) requirements, if applicable, and such addenda thereto as may be issued before the public bid opening date, at the rates set forth by the bidder in Exhibit B-1, Rate Sheet. **Exhibit B-1 Rate Sheet must be submitted with this Bidder Acknowledgement/Certification form.**

Exhibit B-1 Rate Sheet shall remain in force for the stated term of this Agreement and shall include every item of expense, direct and indirect, including any taxes incidental to the specified rates.

By virtue of submitting this bid, the undersigned is accepting the terms and conditions expressed in this IFB. Any and all services performed outside the scope of this Agreement shall be at the sole risk and expense of the bidder.

COMPANY NAME:	
STREET ADDRESS:	P.O. BOX:
CITY, STATE AND ZIP CODE:	CITY, STATE AND ZIP CODE:
TELEPHONE NUMBER: ( )	FAX NUMBER: ( )
FEDERAL ID or SOCIAL SECURITY NUMBER:	E-MAIL ADDRESS:
TAX STATUS [ ] Individual/Sole Proprietor [ ] Estate or Trust [ ] Partnership [ ] Corporation (State in which incorporated _____) [ ] Other: _____	

By signing this document, **I CERTIFY UNDER PENALTY OF PERJURY**, that I am duly authorized to legally bind the prospective proposer/bidder to the requirements of this bid document. This certification is made under the laws of the State of California.

PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	DATE:

Bidding Preferences Claimed (Check only the preferences claimed)

Preferences:	**Certification Number/Expiration Date**
❒ DGS certified Small Business	
❒ DGS certified Micro Business	
❒ Non-Small Business Subcontractor Preference (committing use of 25% or more of DGS certified Small/Micro Business Subcontractors) include the OBS 555	
❒ DGS certified Disabled Veteran Business Enterprise	
❒ DVBE Incentive requested by bidder (include the completed OBS 554 with bid)	
❒ NVSA preference request	
❒ TACPA Attach all applicable forms	

Bidder Providing Facility(ies) If the bidder is supplying the facility(ies) for services, please specify the complete address(es) of the facility(ies) where services will be provided (use additional sheets if necessary). The bidder hereby authorizes the State to insert the bidder's facility(ies) listed below into the Exhibit A Scope of Work.

Street Address, City, State, Zip Code

Street Address, City, State, Zip Code

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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

Exhibits		Title	Pages
	Exhibit A	Scope of Work	
	Exhibit B	Budget Details and Payment Provisions	
	Exhibit B-1	Rate Sheet	
+ -	Exhibit C *	General Terms and Conditions	

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

SAMPLE

SMOKE CONTROL SYSTEM REPLACEMENT
PLEASANT VALLEY STATE PRISON (PVSP)

1. INTRODUCTION

This is an Agreement in which the Contractor shall provide services to replace the existing smoke control system with a new smoke control system at Building 451 for Pleasant Valley State Prison (PVSP). The Contractor will be compensated for the services in accordance with the service rate specified on Exhibit B-1, Public Works Rate Sheet; which shall include all labor, insurance, bonds, permits/licenses, travel and per diem, materials, non-consumable supplies, transportation, equipment (including rental), training of key institution personnel and every other item of expense necessary to provide the services for the California Department of Corrections and Rehabilitation (CDCR), PVSP Correctional Treatment Center, 24863 West Jayne Avenue, Coalinga, California, 93210.

2. CONTRACTOR RESPONSIBILITIES

A. The Contractor shall provide all design, engineering and submittals, install and program a new smoke control system that will integrate into the existing fire alarm system, relays, control modules, dampers, exhaust fans and heating, ventilation, and air conditioning (HVAC) systems. The Contractor shall meet applicable requirements of the California Office of the State Fire Marshal (OSFM) adopted edition of the National Fire Protection Association (NFPA) pamphlet 72 to complete and arrange sequence of operation.

B. Infection Control:

1. The Contractor is responsible for worker safety, including but not limited to: Injury and Illness Prevention Program (IIPP) plans which must include: infection control training for workers, Provisions for use of Personal Protective Equipment (PPE), and any necessary hygiene stations for their workers in compliance with Federal, State and local laws, regulations and orders pertaining to infection control.

2. The Contractor is required to comply with infection control requirements of the CDCR institution where the work is being performed.

3. PROJECT SCOPE

1. Replace the existing smoke control system with a new smoke control system at Building 451. The Contractor shall provide an inspection of existing equipment, prepare design drawings for submittal and approval by the California Office of the State Fire Marshal (OSFM), installation of new, approved equipment, and integration services for a fully functional smoke control system, as required by International Building Code (IBC) Section 408.9. The Contractor shall ensure all equipment and programming are compatible with the existing Edwards Fire Alarm Control Panel, and associated devices. The fully functional delivered operational smoke control system shall:

   a) Include design documents defining system's performance, smoke control methods, building zoning and pressure boundaries.
   b) Evaluate, test, repair and replace air handling units, fans, dampers and ductwork that facilitate smoke exhaust make up air.
   c) Replace programming, control modules and smoke control panel that initiates smoke control system based on fire detection.
   d) Ensure proper emergency power, circuits, and wiring are in place to guarantee operation during a fire emergency.
   e) Verify that airflow and pressure differentials meet design criteria.

4. REQUEST FOR INFORMATION/CLARIFICATION

Questions regarding interpretation of the documents, also known as a Request for Information (RFI), shall be submitted as a written request by the Contractor to the CDCR Representative for information or clarification regarding the requirements of the contract documents. RFIs shall be numbered sequentially and presented in a format furnished by or acceptable to the CDCR Representative. RFIs shall follow the following procedure using a form as agreed upon prior to construction.

A. Notification: The CDCR Representative must be notified in writing within three (3) days of discovery and prior to proceeding with work. Should Contractor discover the following:

   1. Conflicts, ambiguities, omissions, or errors in the Agreement.
   2. Conflicts between the Agreement and laws, ordinances, rules, or regulations.
   3. Questions concerning interpretation of the Agreement.
   4. Lack of sufficient detail or explanation in the Agreement.

B. Resolution: The CDCR Representative will provide a written response to the Contractor within ten (10) days of receipt of the Contractor's written notification.

C. The CDCR Representative may provide additional detailed instruction and supplemental drawings to further explain the work.

D. The CDCR Representative will consider solutions offered by Contractor that were included in the submitted RFI.

E. Should the Contractor proceed with work affected before resolution, the Contractor shall be responsible for resultant damage to work or added cost and shall remove and replace or adjust work not in accordance with CDCR Representative's subsequent instructions.

F. If any details or requirement for parts, materials, equipment, or systems or the manner of combining or installing parts, materials, equipment or systems is missing, those equal in quality to those specified or shown for similar work will be required.

   When the Contractor believes a response to an RFI constitutes a change to the Agreement, the Contractor shall provide a separate written notice and substantiation of a change.

5. NOTICE TO PROCEED

An Official Notice to Proceed (NTP) will be issued by the Facility Planning, Construction and Management Division Section Chief. The Contractor shall not proceed with the work prior to the NTP being issued.

6. SUMMARY OF WORK

A. Access to the site is available from the date of NTP until the CDCR Representative determines that all work under this Agreement is complete. If deemed warranted by CDCR correctional staff, suspicious vehicles may be stopped and/or searched for security reasons.

B. Confine operations within the limits of designated construction areas unless otherwise approved.

C. Vehicular access to the construction site shall be limited to company vehicles of the Contractor and subcontractors. Company vehicles must be clearly marked on both sides of the exterior with the Contractor’s name and/or company symbol.

D. Confine material storage, shop areas, equipment yards, and employee parking within designated areas unless otherwise directed by the CDCR Representative.

7. PROJECT MEETINGS

A. Preconstruction Conference:

1. Location, a preconstruction conference will be held at the work site.
2. Location, time, and date will be set by the CDCR Representative
3. The Contractor and major subcontractors must attend the conference.
4. The meeting will be chaired, and minutes taken, by the CDCR Representative.
5. The subjects to be reviewed include, but are not limited to:
   a. Introduction
   b. Construction Coordination
   c. Correspondence
   d. Submittals
   e. Permits
   f. Dust Control
   g. Schedule
   h. Survey Control
   i. Contractor's Representative
   j. Testing and Inspection
   k. Contractor Reporting Requirements
   l. Changes and Clarifications
   m. Clean-up
   n. As-Built Documents
   o. Prevailing Wage Requirements
   q. Environmental Protection, Plan and Procedures
   r. Temporary Facilities Construction
   s. Notice of Labor Disputes
   t. Progress Payments
   u. Site Regulations
   v. Security
   w. Operation and Maintenance Data
   x. Training Requirements
   y. General Discussion

B. Recurring Contractor Meetings:

1. Time and location of the recurring meetings will be determined during the Preconstruction Conference.
2. The CDCR Representative or designee will serve as chairman and take minutes of meetings.
3. Topics for discussion will include schedule, requests for information, disputed items, potential change order and change order status, quality control, pre-installation conferences, submittals, exception notices, and other topics as required.

C. Three Week Rolling Schedule:

1. At each bi-weekly progress meeting, the Contractor shall present a three (3)-week rolling schedule. It will show:
   a. A week of actual work completed.
   b. Two (2) weeks of planned work.
2. The (3) three-week rolling schedule will be based on the most recent CDCR approved monthly schedule update. It will include activities from the weekly contractor coordination, updates to the construction activities, separate work activities, accurately representing the daily progress of the work.
3. Upon request, the Contractor shall provide CDCR with electronic copies of the (3) three-week rolling schedule. These schedules are to be used to manage the build and to supplement the Contract Schedule.

D. Work Constrains/Phasing:

1. Coordination of work among contractors requires that the work in this Contract be started and completed in the times set forth below.
2. Incorporate the phases below in the Contract Schedule. For each phase, on-site work cannot begin before the “Start-No-Earlier-Than” time, and work must be completed on or before the “Finish-No-Later-Than” time.

Phase No.	Description	Start No Earlier Than (Time in Days)	Finish No Later Than (Time in Days)
1	Construction	21	120

E. Constraints/Phasing:

1. Days are calendar days from the date of the NTP.

8. SUBMITTAL PROCEDURES

A. Submittal Log:

1. Prepare submittal log in a format approved by CDCR Representative.
2. Cross reference to the first activity of the approved Contract Schedule which will be dependent on the approved submittal.
3. Submit to the CDCR Representative concurrent with Contract Schedule submission.

B. Submittal Procedures:

1. Submittals not required will not be reviewed.
2. Neither the review nor lack of review of any submittal will waive any of the requirements of the contract or relieve the Contractor of any obligations hereunder.
3. Make submittals promptly in accordance with the approved submittal log, and in such sequence as to cause no delay in the work or in the work of any other contractor.
4. Number submittals sequentially, using alphabetic suffixes on resubmittals.

5. CDCR Representative will review and return submittals within 20 days after receipt thereof, or within twenty days after receiving all information necessary for such review, whichever is later.
    a. Review status will be marked “No Exception Taken”, “Make Corrections Noted” “Revise and Resubmit”, “Rejected”, or “Not Reviewed”.
    b. Revise and resubmit within 15 days of return submittals marked “Revise and Resubmit” or “Rejected”.
6. Distribute copies of the reviewed submittals to concerned parties. Instruct parties to promptly report inability to comply with provisions. Notify the CDCR Representative of every such report.
7. Do not begin work covered by a submittal designated “Revise and Resubmit” or “Rejected”. The Contractor may begin work covered by submittals marked “No Exceptions Taken” or “Make Corrections Noted” in accordance with review notes and comments.

C. Submittal Contents:

1. Submittals Must Contain:
    a. Date of submission and dates of any previous submissions.
    b. Project title and number.
    c. Contract Identification.
    d. Names of Contractor, supplier, and manufacturer.
    e. Dimensions and values in units match those indicated.
    f. Field dimensions – clearly identified as such.
    g. Relation to adjacent or critical features of the work or materials.
    h. Applicable standards, such as American Society for Testing and Materials or Federal Specification numbers.
    i. Identification of revisions on resubmittals.
    j. An 8- x 3-inch space for review stamps in the lower right-hand corner of each page.
    k. Contractor’s stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the work and of the contract.

D. Submittal Quantities and Format:

1. Submit electronic PDF files that allow for text search via email, and if necessary for file size, on CDs, or acceptable electronic media. Provide:
    a. Each subsection and/or plan sheet organized with a bookmark.
    b. A maximum of five (5) paper copies, if required.

E. Manufacturers’ Instructions:

1. Where any item of work is required by the Contract to be delivered, stored, assembled, installed, started up, adjusted, or finished in accordance with the manufacturer’s instructions, submit manufacturer’s printed instructions.
2. Identify conflicts between manufacturer’s instructions and the Contract. Report conflicts to the CDCR Representative.

F. As-Built Documentation:

1. Utilizing the approved set of documents issued for construction, include any changes from original design to reflect as-built conditions. Submit upon project completion.
2. Provide one (1) copy of each in PDF and AutoCAD formats.

9. WORK HOURS

A. The State holidays currently observed by CDCR are listed below. Each year's holiday schedule will be available no later than January 1st of that year. The Contractor may request a schedule at that time. Holidays falling on Saturday are typically observed on the preceding Friday, and Sunday holidays are typically observed on the following Monday.

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veterans Day
Presidents' Day	Thanksgiving Day
Cesar Chavez Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

The hours during which the Contractor may perform work on the project work site without requesting special approval from the CDCR representative. These hours may be impacted by prison lockdowns or other special situations.

B. Business hours for this project are the 8-hour period 7:30 a.m. to 3:30 p.m. Monday through Friday, excluding State Holidays. Business hours include any time necessary to access the project work site.

1. Perform work only during business hours, unless otherwise approved by the CDCR Representative.
2. Submit in writing to the CDCR Representative, a minimum of 72 hours in advance, requests to work on the project work site at times other than during business hours.

All costs for construction work on the project work site outside of the business hours shall be borne by the Contractor. These costs may include security escort overtime, plant operations staff overtime, or other costs incurred by the State. Costs for security escorts required outside of the business working hours will be a minimum of $70.60 to a maximum of $77.47 per hour per officer, payable to the State or credited to the Contract by change order.

10. SECURITY PROCEDURES

A. Personnel:

1. Only construction personnel approved by CDCR will be permitted on State prison property.
2. All construction personnel working on the project work site must be at least 18 years of age.
3. Submit a list to the CDCR Representative of all construction personnel who will be working on the project work site. Include in the list:
    a. Full name, including middle name.
    b. Name of issuing state and number of driver's license or non-driver's identification card.
    c. Social Security number
    d. Date of birth
    e. Dates for which clearance is requested.
    f. Maintain this list up to date and notify the CDCR Representative of all changes as they occur.

g. The CDCR Representative will coordinate this list with the custody officers at the security checkpoint for construction personnel requiring access into the secure perimeter.
h. Furnish to the CDCR Representative, a directory of all supervisory construction personnel with their emergency contact telephone numbers.

B. Personnel Identification:

1. All construction personnel requiring access inside the secure perimeter must sign Primary Laws, Rules and Regulations and complete the Gate Clearance Request. Both forms must be submitted by the Contractor to the CDCR Representative. A signed transmittal from the Contractor acknowledging which individuals they are requesting clearances for is to be provided to the CDCR Representative.

2. After receiving the Primary Laws, Rules and Regulations and the Gate Clearance Request, with subsequent review and approval by CDCR, identification cards may be furnished to approved construction personnel.

   a. Submit Primary Laws, Rules and Regulations Gate Clearance Request to CDCR Representative for processing with as much lead time as is possible in advance of date personnel are needed on site.
   b. Allow a minimum of ten (10) working days to process security clearances.

3. Identification cards will take the form of:

   a. A temporary CDCR identification card, valid for up to two (2) years or the duration of the project, for full-time CDCR consultants including construction management personnel, State construction inspectors, and the Contractor's full-time management personnel (e.g., Project Manager, Site Superintendent and Foreman).

   b. A gate clearance, valid for up to one (1) year, for part-time or intermittent construction personnel.

   Construction personnel entering the secure perimeter, or other incarcerated individual-occupied areas of the project work site, shall have in their possession the identification card issued by CDCR, and must display on request a valid driver's license or other pictured identification approved by the CDCR Representative.

C. Access to Public Work Site:

1. The Contractor must enter onto state prison property through the vehicle sally port and proceed to the designated parking area and construction support facilities area. During business hours, the vehicle sally port will be open to allow access to and from the construction support facilities area. If justified for security reasons, correctional officers may stop a vehicle and request identification and/or conduct a search of the vehicle or personnel.

2. All vehicles on State prison property must be always locked when unattended. Ignition keys must be removed from vehicles not in use.

3. The Contractor must not bring the following items onto State prison property:

   a. Weapons, ammunition
   b. Hunting bows, arrows
   c. Personal knives with blades longer than 2-1/2 inches

d. Explosives
e. Black Powder
f. Volatile substances, except those to be used in conjunction with operating construction equipment such as air compressors or generators
g. Tear gas
h. Flares
i. Alcohol, drugs, controlled substances or other intoxicants
j. Personal prescription medicines without the CDCR Representative's approval
k. Tobacco or tobacco products must be secured in personal vehicles and are not permitted within secure perimeter. The use of tobacco products is strictly prohibited on CDCR property.
l. Personal cell phones and pagers
m. Animals (pets)
n. Camouflage clothing or additional changes of clothing

D. Work inside the Secure Perimeter:

1. Security Escorts:

   a. One plant operations staff person will be assigned to the project as security escorts for vehicles and construction personnel performing work within the secure perimeter.

   b. Security escorts will assist in processing construction personnel clearances, assist in coordinating entry to and from the Secure Perimeter and maintain general security requirements for the project.

2. Work conducted within the secure perimeter must be coordinated with the CDCR Representative, a minimum of 48 hours in advance to allow for the coordination of security escorts.

3. The Contractor shall access areas inside the Secure Perimeter only through the sally port or other designated security checkpoints. During business work hours, the primary security checkpoint for vehicles, trucks and personnel leaving project work site will be located at vehicle sally port. During non-working hours, the security checkpoint will return to the vehicle sally port.

4. Entry and exit through sally ports or other security checkpoints.

   a. Allow a minimum of 30 minutes for security processing when entering the secure perimeter.
   b. Allow a minimum of 30 minutes for security processing when leaving the secure perimeter.

   c. Depending on the location of the project work site within the secure perimeter and the point of access where security staff will process construction personnel and vehicles, the time may be increased or decreased.

   d. Costs for delays caused by security activities and procedures shall be borne by the Contractor.

5. Construction Personnel:

   The Contractor shall fully cooperate with CDCR staff when entering and exiting the secure perimeter.

a. Construction personnel entering or leaving the secure perimeter will be checked by a correctional officer for proper identification. The construction personnel without proper identification will be refused entry and may be detained until proper identification is verified.

b. Minimize the movement of construction personnel into and out of the secure perimeter. Construction personnel shall remain at the project work site, to the extent possible, for the entire duration of their scheduled work hours.

6. Construction Vehicles:

   a. Construction vehicles will not be allowed inside the secure perimeter without prior approval of the CDCR Representative.
   b. Up to 48 hours may be required for approval of construction vehicles that have not been previously approved by CDCR.
   c. Construction vehicles will not be allowed to remain within the secure perimeter during non-work hours unless approved by the CDCR Representative.
   d. Construction vehicles entering or leaving the secure perimeter are subject to search.
   e. Construction vehicles will not be permitted within the secure perimeter of the prison without a security escort.
   f. Delivery vehicles will be permitted access to the Contractor trailer area and other areas outside the secure perimeter. Access to the project work site within the secure perimeter will be allowed with prior approval.

7. Personal Vehicles:

   a. Must not enter the secure perimeter.
   b. Must be parked only in areas designated by the CDCR Representative.
   c. Must be driven only on roadways servicing parking areas designated by the CDCR Representative.

8. Work outside the secure perimeter:

   a. Security for work performed outside of the secure perimeter will be monitored and enforced by CDCR.
   b. Construction vehicles entering onto or leaving State prison property are subject to search.

9. Materials and Equipment:

   a. Cell Phones, Cameras and Electronics:

      i. Designated staff approved devices for use must be performing operations essential to the project.
      ii. Designated staff may include the construction manager and staff; State Inspector and staff; Contractor's Project Manager, Site Superintendent and Foreman; others as approved by the CDCR Representative.
      iii. These devices must be disclosed and logged in with the CDCR Representative prior to entering or exiting the secure perimeter.
      iv. Wi-Fi devices for approved equipment must be deactivated prior to entering State prison property.
      v. Cellular air cards outside the secure perimeter may be approved for use on a case-by-case basis.

vi. Non-CDCR owned and managed devices must not be connected to the CDCR network.

10. Cameras and video recorders:

    a. Use of equipment will only be authorized to fulfill requirements of the Contract.
    b. Prior approval must be obtained from the CDCR Representative before bringing this equipment into State prison property.
    c. Cameras or video recorders constructed as integral parts of a cell phone, tablet or laptop will be allowed.
    d. CDCR Representative must approve photos or video before they are recorded with approved equipment.

    The project security escort will designate the specific daily security protocols for use of this equipment.

11. Tool Storage and Debris Containers:

    a. Provide a lockable metal tool storage or debris container in the Contractor trailer area and, if work occurs inside the secure perimeter, provide additional tool storage and/or debris container inside the secure perimeter.
    b. Provide appropriate secure storage for hazardous or toxic materials in accordance with State regulatory requirements.
    c. Tool storage or debris containers and their locations must be approved in advance by the CDCR Representative.
    d. Tool storage and debris containers must be secured and locked with an approved, serial numbered, steel or nylon seal and lock to identify if the unit has been opened since the last observation by the designated security escort assigned to the project.
    e. Provide a contact person and telephone number, with 24-hour availability, for access to containers.
    f. Removal of tool storage and debris containers must be approved and coordinated with the CDCR representative.

12. Tool Inventory:

    a. Keep the quantity of tools used inside the secure perimeter to a minimum and limit the tools to only those required to complete the work.
    b. All construction personnel must maintain an updated inventory of personal tools with them at all times when on State prison property.
    c. Provide the tool inventory list to PVSP upon entry to the secure perimeter.
    d. Inventory for tool containers both inside and outside the secure perimeter will be inventoried during the construction phase of a project.
    e. A re-inventory of tools may be requested by the CDCR Representative at any time.
    f. Account for all equipment, materials, and tools each time Construction personnel and security escorts depart the secure perimeter.
    g. Contractor personnel will not be released until the tool count has been cleared by the project escort officer.

13. Lost Contractor Tool(s) or Equipment:
    a. Notify the CDCR Representative immediately if a tool is lost or unaccounted for and assist CDCR in locating the tool.
    b. Complete Lost Tool Report.
    c. CDCR is not responsible for lost tools or stolen equipment.

11. REGULATORY REQUIREMENTS

A. Conform to applicable codes, except conform to more stringent requirements of the Contract documents.

1. Applicable codes include, but are not limited to:
    a. The California Building Standards Code, also known as the California Code of Regulations (CCR), Title 24.
        i. California Building Standards Administrative Code (Part 1, Title 24, CCR).
        ii. California Building Code (Part 2, Title 24, CCR).
        iii. Electrical Code (Part 3, Title 24, CCR).
        iv. California Mechanical Code (Part 4, Title 24, CCR).
        v. California Plumbing Code (Part 5, Title 24, CCR).
        vi. California Energy Code (Part 6, Title 24, CCR).
        vii. California Fire Code (Part 9, Title 24, CCR).
        viii. California Green Building Standards (Part 11, Title 24, CCR).
        ix. For copies of the California Building Standards Code contact International Code Council at 1 888 422-7233.

B. Federal Codes:

1. Federal Clean Water Act Amendments.
2. National Pollutant Discharge Elimination System: General Permit for Stormwater Discharges Associated with Construction Activity.
3. Occupational Safety and Health Administration Hazard Communications Standard 29 CFR 1910.1200 Safety Data Sheets (formerly MSDSs or Material Safety Data Sheets) in coordination with the Globally Harmonized System.
4. California Building Code (CBC) – Essential Services Buildings
    a. CDCR has defined specific buildings in the institution that the structural design must be designed as “state-owned or state-leased essential services buildings,” comply with the “A” chapters of the current CBC Title 24, Part 2, Volume 2 of 2, and be assigned Risk Category IV.
5. Surface Mining and Reclamation Act of 1975 (Public Resources Code Section 2710, et. seq.).

12. TESTING AND INSPECTION SERVICES

Inspection and testing services are required to verify compliance with the contract documents. These services will be provided by the State Inspector and/or an approved testing agency retained by CDCR.

A. The Contractor shall submit a list of code required inspections and testing to CDCR Representative prior to proceeding with work.

B. Required certificates of testing, inspection or approval shall be secured by the Contractor and delivered to the CDCR Representative within 14 days after each test.

13. TEMPORARY FACILITIES AND CONTROLS

A. Progress/Work Area Cleaning:

1. Maintain staging and work areas in a clean and orderly condition free from trash. “Trash” includes all: food scraps, office garbage, construction rubbish/debris, waste/excess materials, shipping/packing materials, and wind-blown trash. Trash must be collected and placed into containers daily at designated waste storage areas in locations approved by the CDCR Representative and removed periodically for offsite disposal at the Contractor’s expense.
2. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed spaces and remote spaces, prior to enclosing the space.
3. Broom and vacuum clean interior areas prior to the start of surface finishing and continue cleaning to eliminate dust.
4. Dispose of all removed materials off-site.

14. TEMPORARY UTILITIES

A. Service Providers:

1. Gas Service: PG&E
2. Electric Service: PG&E
3. Telephone Service: PVSP Supplied Service.
4. High Speed Internet Service: Contractor will obtain necessary service through local provider.

B. Project Conditions:

1. Do not install or remove any temporary utility without prior written approval of the CDCR Representative. The CDCR Representative’s written approval does not guarantee or warrant that utilities installed by the Contractor will not require relocation in the future due to the follow-up and/or sequence of the work by the Contractor or others or by changes in scope and sequence of the work by the State.
2. Coordinate installation and removal of temporary utilities with PVSP, other contractors, and the CDCR Representative.
3. Permanently mark temporary utilities placed underground to minimize potential damage by others, and to provide an accurate location for future removal. Repair or replace all damage to existing or temporary, above ground or below ground, utilities affected by this project at no cost to the State.
4. Obtain permits and inspections required by public utility companies, State of California, Fresno County and/or special districts for the installation and use of temporary utilities. Utility installations shall comply with all codes and regulations.
5. Provide construction utilities including the cost of permits, usage, generation, installation, relocation, distribution, maintenance, safety, disposal, and removal. Coordinate this work with other contractors.
    a. Illumination: Provide temporary lighting in all work areas sufficient to maintain a lighting level during working hours, not less than the lighting level required by OSHA standards.

C. Heat: Provide heat required for construction operations.

D. Ventilation: Ventilate enclosed areas to assist cure of materials, dissipate humidity, and prevent the accumulation of dust, fumes, vapors, and gases.

E. Water: Water for construction and dust control purposes must be provided independent of the existing, permanent water system, unless approved otherwise by the CDCR Representative.

F. Sanitary Service:

1. Existing permanent facilities may not be used.

2. Provide and pay for temporary sanitary facilities for field construction personnel. Field toilets must be of chemical type.

15. FACILITY SHUTDOWNS

A. Interruption of Existing Facilities:

1. Execute the work while the facility is in operation.

2. Minimize shutdown times by thorough advanced planning. Have required equipment, materials, and labor on hand at time of shutdown.

3. Indicate required shutdowns of existing facilities or interruptions of existing operations on the Contractor's Look-Ahead Schedule. Indicate shutdowns on the Contract Schedule, including Schedule Updates and Revisions.

4. Provide advance notice to utilities operated by utility agencies other than CDCR. Utilize services of Underground Services Alert (U.S.A.) for location and marking of underground utilities outside of State Prison Property, if required.

5. The CDCR Representative will evaluate the request based on the ability of the facility to reliably function during the shutdown. Shutdowns will be permitted to the extent that existing operation of the facility will not be jeopardized and identified constraints are satisfied.

6. Do not begin shutdown until CDCR Representative's written permission has been received.

B. Shutdown Constraints: If an unforeseen occurrence caused by the Contractor interrupts utility service beyond the planned duration of the shutdown, the Contractor shall remain onsite actively making repairs until service is restored.

C. Requirements for Maintaining Continuous Operation of Existing Facilities:

1. Items required to keep the existing facilities operational include, but are not limited to, the following:

a. Electrical power includes transformers, distribution wiring and motor control centers.
b. Instrumentation, meters, controls and telemetry equipment.
c. Telephone system.
d. Natural gas service.
e. Lighting.
f. Sewer service.
g. Storm drainage.
h. Existing chemical storage, metering, conveyance, and control facilities.

i. Parking for CDCR employees and vehicles required for operation and maintenance of the facility.
j. Doors.
k. Security features.
l. Fencing and gates.
m. Safety equipment and features.

2. Other items as required by the CDCR Representative.

D. Temporary Services, Materials, and Equipment:

1. Where required to minimize impact to the facility while complying with specified shutdown constraints, provide temporary water, gas, power, lighting, sanitary facilities, communications, controls, instrumentation, safety devices, security features, or other items, as required.
2. Locate temporary facilities in a manner that minimizes interference to operation and maintenance personnel.
3. Unless otherwise specified, install temporary pipelines of the same size as its connection to the existing facility at the downstream end of the pipeline.
4. Provide temporary piping of suitable material for the material being conveyed.
5. Dewater and promptly clean basins and channels temporarily removed from service.

E. Coordination of Work:

1. Maintain overall coordination of the work.
2. Incorporate shutdown constraints into Contract Schedule.

F. Staff Access for Operations and Maintenance:

1. Provide safe and continuous access to equipment for CDCR personnel.

G. Work by Others:

1. Where proper execution of the work depends upon work by others, inspect and promptly report discrepancies and defects.

16. RECYCLED CONTENT PRODUCTS

A. The Contractor must document and report the percentage of recycled content in materials, products, equipment and furnishings installed and provided for the project.

B. The State Agency Buy Recycled Campaign is a joint effort between the Department of General Services (DGS) and the California Integrated Waste Management Board (CIWMB) to implement State law. Public Contract Code sections 12200–12320 require State agencies to purchase Recycled-Content Products (RCP) instead of non-recycled-content products (non-RCP) in eleven product categories, to ensure that a minimum percentage of purchases in those categories have recycled content and report these purchases annually to the CIWMB. The certification and reporting will be utilized to comply with those requirements.

17. PRODUCT DELIVERY REQUIREMENTS

A. Transportation and Handling:

1. Deliver products to job site in manufacturer's original container, with labels intact and legible:

   a. Maintain packaged products and materials with seals unbroken and labels intact until time of use in the project.
   b. Include CAL/OSHA Hazard Communication Standard Safety Data Sheets where applicable to products and deliver along with the products.
   c. Promptly remove damaged products, materials and unsuitable items from job site, and promptly replace with material meeting specified requirements, at no additional cost to the State.
   d. CDCR Representative may reject it as non-complying such material and products that do not bear intact and clear identification satisfactory to CDCR as to manufacturer, grade, quality, and other pertinent information.

2. The Contractor, or his designated representative, must receive products delivered to project site.

3. Deliver products to designated areas that are adequately protected from weather and from unauthorized access.

B. Product Options:

1. Products specified by reference standards or by description only: any product meeting those standards or description.

2. Products specified by naming one or more manufacturers: products of manufacturers named and meeting specifications, or accepted substitutes.

C. Protection:

1. Protect all product finished surfaces where products and materials are handled, including jambs and soffits of openings used as passageways.

2. Provide protection for finished floor surfaces in traffic areas prior to allowing products or materials to be moved over such surfaces.

3. Maintain finished surfaces clean, unmarred, and suitably protected until accepted by CDCR.

D. Repairs and Replacements:

1. In the event of damage, promptly make replacements and repairs to the approval of CDCR and at no additional cost to the State.

2. Additional time required to secure replacements and to make repairs will not be considered by CDCR to justify an extension in contract time of completion.

18. CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

A. Provide waste management and disposal services to include recycling of all recyclable materials.

19. OPERATION AND MAINTENANCE DATA

A. Format:

1. Prepare operation and maintenance manual in the form of an instruction manual for use by operating and maintenance personnel.
2. Provide electronic Portable Document Format (PDF) files on CDs or DVDs that allow for text search.
3. Organize bookmarks for each subsection.
4. Provide paper copy manuals into binders of manageable size.

B. Content:

1. Include title page, table of contents, general information, and information on equipment, systems, and products specified in individual sections including product data, written text, drawings and warranties.
2. Provide master index with page numbers.
3. Include references to manufacturer's printed data.
4. Include references to as-built drawings by sheet number, title, and date.
5. Organize manual into separate sections for each piece of equipment, system and material.
6. Architectural Products:
   a. Provide manufacturer's data and instructions on care and maintenance of architectural products.
7. Equipment and Systems:
   a. Provide the following for each piece of equipment, building operating system, electric system, and electronic system.
8. Identification of Building Number in which item of equipment is located.
9. Complete description of each unit and related component parts.
10. Manufacturer's information:
    a. Include name, address, and voice and fax phone numbers, and e-mail address (if applicable) of factory and local supplier; indicate names of contact persons.
11. Schematics and wiring diagram of operation:
    a. Include elementary and construction diagrams.
12. List of special tools required for operation and repair.
13. Maintenance procedures.
14. Trouble shooting procedures.
15. Operating procedures.
16. Servicing schedule.
17. Equipment Maintenance Data Summary.
18. Mechanical Products:

a. Include warnings of danger of physical injury on rotating machinery; disconnect switches, unexpected start-up of automatic equipment, and other hazards as appropriate.

19. Electrical Products:

a. Provide separate manuals for electrical power, lighting equipment, and electronic systems.
b. Include references to “life safety” and reminders of danger of electrocution, burns, and eye injury.
c. Include riser and wiring diagrams using standard symbols indicated on the drawings. Where symbols are required, but not used on the Drawings, use standard Institute of Electrical and Electronics Engineers (IEEE) and International Society of Automation (ISA) symbols.
d. Include general explanations and data for replacement of solid-state boxes (such as programmable controllers).

C. Submittals:

1. Provide preliminary copy of operation and maintenance data when each item of equipment is delivered to the work site. This copy may be used for preliminary submittal of operation and maintenance manual

2. Preliminary Submittal:

a. Upon completion of items requiring operation and maintenance data and not later than 45 days prior to scheduled final inspection, submit one CD or DVD copy of searchable PDF files and one paper copy in binder of operation and maintenance manual for review

i. CDCR Representative will return one copy with comments within 20 days of receipt.

ii. Make corrections and modifications to comply with comments.

3. Final Submittal:

a. Submit Final copies of operation and maintenance manual no later than 15 days prior to final inspection.

i. Submittal must include four CD or DVD copies in searchable PDF format and three paper copies in binders.

20. SPARE PARTS AND EXTRA STOCK MATERIALS

A. Spare Parts:

1. Spare parts must be identical to the parts installed in the Work.
2. Provide labeling on part or on package containing part, identifying it with the equipment it belongs to.

B. Extra Stock Material:

1. Extra stock materials shall match and be from the same production runs as the product installed.

2. Provide labeling on extra stock material or on package containing material, identifying it with the system and Project location it belongs to.

C. Keys, Special Tools, and Test Equipment:

1. Provide keys, special tools and special test equipment required to access, start, maintain, and repair.

21. DEMONSTRATION AND TRAINING

A. Instruction Requirements:

1. Provide training for startup, operations, and maintenance.
2. Provide a qualified manufacturer's representative to do the instruction.
3. Coordinate scheduling of demonstration and training with CDCR Representative.

B. Facilities and Equipment:

1. Training Materials
2. Provide training materials and texts necessary to train CDCR personnel to operate and maintain equipment and systems. Materials and texts must be of a self-teaching format that can be used for recurrent training requirements.
3. Furnish training materials and texts to the CDCR Representative at the end of the instruction period.

C. Training Facilities: CDCR will provide room, tables, and chairs.

D. Training Documentation:

1. Provide a sign-in/sign-out sheet requiring the trainer(s) and all CDCR personnel to signify attendance and length of time attended. A copy of the signed sheet shall be provided to the CDCR Representative at the end of each training session.
2. Provide digital video equipment, DVD media, and professional videographer to continuously record the training period.
3. Furnish DVD recordings to the CDCR Representative at the end of the training period.

22. GENERAL COMMISSIONING REQUIREMENTS FOR MECHANICAL/ELECTRICAL SYSTEMS

A. The Contractor shall assign representatives with expertise and authority to act on their behalf and shall schedule them to participate in and perform commissioning process activities including, but not limited to, the following:

1. Provide commissioning plan.
2. Provide project-specific construction checklists and commissioning process test procedures.
3. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
4. Attend commissioning team meetings held on a weekly basis.
5. Integrate and coordinate commissioning process activities with construction schedule.
6. Complete construction checklists as the work is completed and provide to the CDCR Representative on a weekly basis.

7. Notify the CDCR Representative when pipe and duct system testing, flushing, cleaning, and startup of each piece of equipment will occur. Be responsible for notifying the CDCR Representative ahead of time, when commissioning activities not yet performed or not yet scheduled will delay construction.
8. Prepare and maintain the issues log.
9. Compile test data, inspection reports, and certificates; include them in the systems manual and commissioning process report.
10. Complete commissioning process test procedures.

23. LIQUIDATED DAMAGES

Liquidated damages are hereby set at $500 per day for each day the Contractor fails to complete work past the specified completion date.

24. PAYMENTS

A. The Contractor shall invoice no more than monthly in arrears in accordance with Exhibit B and Exhibit B-1, via a "Schedule of Values" in accordance with Exhibit D and in a format approved by the CDCR Site Representative.

B. CDCR will make progress payments no more than monthly in arrears upon receipt of Contractor's properly submitted Schedule of Values. No progress payment will be made until Contractor's accepted Schedule of Values has been furnished and approved by the CDCR Representative.

25. LICENSE REQUIREMENTS

A. The Contractor shall possess and maintain throughout the term of this Agreement one of the following valid Contractor's licenses issued by the California Contractors State License Board (CSLB):

1. B General Building and C-16 Fire Protection **or**
2. A combination of C-10 Electrical, C-16 Fire Protection Contractor specialty license, and C-20 Warm-Air Heating, Ventilating, and Air Conditioning.
3. B General Building Contractor's license with a subcontractor who possesses C-10 Electrical, C-16 Fire Protection Contractor specialty license, and C-20 Warm-Air Heating, Ventilating, and Air Conditioning.

B. The Contractor or its subcontractor(s) shall have all necessary licenses to perform work. If any license is suspended, revoked, canceled, or expired and/or becomes inactive during the Project, the Contractor shall immediately notify CDCR.

C. The Contractor shall provide a valid State of California business license or a copy of incorporation documents/letter from the Secretary of State's Office can be submitted or copy of a business license or incorporation papers from respective State demonstrating company is in good standing in that State.

26. CDCR CONTACT INFORMATION

Should questions or problems arise during the term of this Agreement, the Contractor should contact the following offices:

Billing/Payment Issues:
Facility Planning, Construction and Management,
Capital Planning and Project Services Branch
Name: Debbie Torres, Contract Analyst
Phone Number: (279) 223-2772
Email: Debora.Torres@cdcr.ca.gov

CDCR Representative:
Facility Planning, Construction and Management, Facility Asset Management Branch
Name: Jason Adams, Regional Manager
Phone Number: (916) 817-0823
Email: Jason.Adams@cdcr.ca.gov

General Contract Issues:
Office of Business Services
Contracts Management Branch
Phone Number: (279) 210-3759
Email: M_cdcrobscontracts@cdcr.ca.gov

1. Invoicing and Payment

a. For services satisfactorily rendered, and upon receipt and approval of Contractor's Itemized invoices, the State agrees to compensate the Contractor in accordance with the rates specified herein on Exhibit B-1 Rate Sheet, and/or the current Contractor's Published Rates, published at the time of contract award which are attached herein on the Exhibit B-2 Contractor's Rate Request and made a part of this Agreement. Exhibit B-1 Rate Sheet shall remain in force for the stated term of this Agreement and shall include every item of expense, direct and indirect, including taxes incidental to the specified rates. There will be no additional compensation for travel, meals, lodging, including, but not limited to, the time involve with entering and exiting the institutions.

b. Invoices shall include the Agreement Number, "Ordered By" name, Project Number (if applicable) and shall be submitted by one of the following:

- Monthly in arrears
- Progress Payments, monthly in arrears
- Lump Sum Payment, at the completion of services

The Contractor shall submit invoices for services rendered no later than sixty (60) days after performance of services along with any Service Reports that are required per the Scope of Work. If invoices are submitted without a required Service Report, the invoice will be disputed and returned to the Contractor.

c. The Contractor shall submit their invoices electronically to the appropriate email address listed below. The Contractor must use the name on the Agreement and the Agreement Number on the subject line of the email. The email must include an attached PDF file of the invoice, in accordance with the information above, and must reference the institution acronym and invoice number. Separate emails shall be sent for contracts with more than one participating institution, facility, office and/or site with the invoice information as stated above.

For electronic submission of invoices, send to:
m_FPCM-CPPS-Invoice@cdcr.ca.gov,

<u>If you are unable to submit invoices electronically, please mail your invoices to the Contract Analyst listed on Exhibit A, Scope of Services, at the address listed below:</u>

California Department of Corrections and Rehabilitation
9838 Old Placerville Road, Suite B
P.O. Box 942883
Sacramento, CA 95827

2. Budget Contingency Clause

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

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

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

4. Subcontractors

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

5. Advanced Payment for Non-Profit Organizations

Pursuant to Government Code Section (GC) 11019, upon review and approval of CDCR, the Contractor may request an advance payment for the fiscal year(s) covered by this agreement, which shall not exceed twenty five percent (25%) of the annual budget for each fiscal year. The CDCR will review and determine the need for an advance payment using the criteria contained in the department's procedures for advance payments to Community-Based, Private, Non-Profit Organizations, CDCR shall recover one-twelfth (1/12) of the advance payment each month by the reduction of monthly invoices submitted for payment by the Contractor in accordance with the project budget amount for each fiscal year of the agreement.

6. Bidder Acknowledgement/Certification (OBS 300

The Contractor hereby agrees to provide all labor, materials, supplies, licenses, permits, equipment and transportation necessary to perform all services required for the foregoing titled work in accordance with the Scope of Work and all Terms and Conditions

Any and all services performed outside the scope of this Agreement will be at the sole risk and expense of the Contractor.

7. Progress Payments

Progress payments are permitted on Agreements in the amount of $10,000 or more with a total term that is in excess of three months. If progress payments are indicated in the Agreement documents, a faithful performance bond in the sum of not less than one hundred percent (100%) of the total amount payable under the Agreement is required.

Payments will not exceed ninety percent (90%) of the Agreement amount. Any funds so withheld may be paid upon completion of the project.

SMOKE CONTROL SYSTEM REPLACEMENT
PLEASANT VALLEY STATE PRISON (PVSP)

Electronic bid packages include an Excel version of this Public Works Rate Sheet (Exhibit B-1) in addition to the PDF file in order to assist bidders in computing accurate totals. Bidders should download the Excel version and complete all highlighted cells. CDCR will make progress payments no more often than monthly in arrears upon completion of each phase. No progress payment will be made until Contractor's invoice has been furnished and approved by the CDCR Representative. The Bidder shall set forth in clear legible figures the total LUMP SUM where required in the spaces provided below. Bid shall be Progressive Payment for all contract work.

All prices and notations must be printed in ink or typewritten. All prices must be bid in U.S. currency and shall encompass ***every item of expense necessary to perform the services.***

Lump Sum Rate must be provided below. Failure to provide the required rate shall be cause for rejection of your bid.

LINE ITEM	DESCRIPTION		COMPLETED WORK FOR A LUMP SUM OF
1	Contractor to replace the existing smoke control system with a new smoke control system at Building 451.		
	TOTAL BID AMOUNT		**$ -**
			Basis For Award

If awarded the contract, the Contractor agrees to sign the contract and to furnish the applicable bonds and certificates of insurance as required and start the work when notified.

Pursuant to Public Contract Code Section 6107, in awarding contracts for construction, a State agency shall grant a California company a reciprocal preference against a nonresident contractor with the lowest responsive bid, except where the resident contractor is eligible for a California small business preference, in which case the preference applied shall be the greater of the two, but not both.

NOTE: THIS RECIPROCAL PREFERENCE IS AVAILABLE ONLY TO BIDDERS WHO CERTIFY, UNDER PENALTY OF PERJURY, THAT THEY QUALIFY AS CALIFORNIA COMPANIES.

In order to qualify as a "California company" under California Public Contract Code Section 6107, a business entity must be a licensed California contractor at the time of the bid opening and must meet one of the following requirements:

1. Has its principal place of business in California.

2. Has its principal place of business in a state in which there is no local contractor preference on construction contracts.

3. Has its principal place of business in a state in which there is no local contractor preference on construction contracts, but the bidder has paid not less than Five Thousand Dollars ($5,000) in sales or use taxes to California for construction related activity for each of the five years immediately preceding the submission of the bid.

Does bidder certify, under penalty of perjury, that the bidder qualifies as a California company?
Yes ____ No ____

Nonresident bidder must disclose any and all bid preferences provided to the nonresident bidder by the state or country in which the nonresident bidder has its principal place of business at the time of bid submission. Therefore, if the bidder has answered "No" above, use this space to disclose any such preference. (If none, indicate):

Preference given:

By signing the Bidder Acknowledgement/Certification (OBS 300), the bidder certifies under penalty of perjury the correctness of this statement. Bidders are cautioned that making false certification may result in rejection of the bid or legal action or both.

SMOKE CONTROL SYSTEM REPLACEMENT
PLEASANT VALLEY STATE PRISON (PVSP)

The bidder shall set forth in the bid:

1. The name and business address of each subcontractor who will perform work or labor or render service in an amount in excess of one-half of one percent of the general contractor's total bid; and

2. The portion of work to be performed by each subcontractor. (See California Public Contract Code Sections 4100 through 4108, inclusive.)

3. In addition, effective January 1,1994, pursuant to the California Public Contract Code Section 10115 et seq., prime contractors MUST list on their Bid Proposal all certified DVBE subcontractors who will perform work or labor or render service to the prime contractor in connection with the performance of the contract and who will be used by the prime contractor to fulfill DVBE participation goals. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his/her bid.

LIST OF PROPOSED SUBCONTRACTORS

Listed hereinafter is the name and address of each subcontractor who will be employed and the kind of work which each will perform in carrying out the aforementioned project. I understand that under California Public Contract Code Sections 4100 through 4108, and section 1725.5 of the Labor Code, I **MUST** clearly set forth the name, address, California Contractors State License Board (CSLB) License Number, and Public Works Contractor Registration Number of each subcontractor who will perform work or labor or render service to me in or about the site of the work and that as to any work in which I fail to do, I agree to perform that portion myself or be subjected to penalty under the Subletting and Subcontracting Fair Practices Act.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, in the format outlined below, shall be attached hereto and made a part of the Bid Proposal.

NOTE: Percentage of work to be performed refers to the percentage of the overall Scope of Work that the subcontractor will be performing. Total should not exceed 100%.

Kind of Work	Percentage of work to be performed in relation to overall bid amount	Type of License and No	Public Works Contractor Registration Number	Subcontractor Name and Address

Subcontractor Name	Subcontractor Dollar Amount	Total Bid Amount	Percentage Subcontractor Usage

Contractor may offer a discount to the amount paid on invoices received and accepted by the CDCR in order for the invoices to be paid within thirty (30) days of receipt. Discount offered on invoices must be at least one percent of the invoice amount and a minimum of $50.00.

Discount offered on invoices to be paid within 30 days of receipt = _____ **%**

* In the event of a tie, absent other determining factors, the lowest responsible bid with the highest discount shall prevail. IF the highest discounts' also tie, the awarded bidder shall be determined by a public coin toss. Refer to the Invitation for Bid, Basis for Award.

SECTION 1
ABBREVIATIONS AND DEFINITIONS

1.1 Abbreviations

Wherever the following abbreviations are used in the Agreement, the meaning shall be as follows:

CCR	California Code of Regulations
CDCR	California Department of Corrections and Rehabilitation
DGS	Department of General Services
DIR	Department of Industrial Relations
DOM	Department Operations Manual
DVBE	Disabled Veteran Business Enterprise
FPPC	Fair Political Practices Commission
GC	Government Code
MVC	Military Veterans Code
OBS	Office of Business Services
NTP	Notice to Proceed
PC	Penal Code
PCC	Public Contract Code
PCO	Proposed Change Order
PREA	Prison Rape Elimination Act of 2003
TB	Tuberculosis
TIA	Time Impact Analysis
WIC	Welfare and Institutions Code

1.2 Definitions

Whenever the following terms are used in the Agreement, the meaning shall be as follows:

Agreement – The STD 213 Standard Agreement, all exhibits attached thereto or incorporated by reference, all other contract documents such as plans and specifications, and any amendments or Change Orders.

CDCR Representative – The Director of the CDCR Facility, Planning, Construction and Management Division, acting either directly or through authorized representatives, within the scope of delegated authority.

Change Order – A written amendment to the Contract documents executed by CDCR which alters the Work of the project, Contract sum, and/or Contract time.

Contract – The Agreement.

Contractor – The entity which has entered into the Agreement with CDCR.

Department – CDCR.

Force Majeure – Acts of war, acts of God (such as earthquakes, floods and other natural disasters such that performance is impossible), and any other cause beyond the reasonable control of the party whose performance is affected.

State – The State of California, including, but not limited to, CDCR.

Work – The work includes everything required to be performed, constructed or supplied by the Contractor, and anyone under the supervision or control of the Contractor, such as employees and subcontractors, under this Agreement and any amendments or changes thereto.

SECTION 2
INTERPRETATION OF THE CONTRACT

2.1 Interpretation

If a conflict arises between the provisions of the plans and specifications and any such statute, rule or regulation, the Contractor shall notify the State at once in writing. If, before receiving clarification, the Contractor performs any portion of the Work affected by the conflict, any performance shall be at the Contractor's own risk and he/she shall not be entitled to any additional compensation.

2.2 Inconsistent Terms

If the Contractor discovers any inconsistent terms, omissions or errors in the Contract documents, has any questions concerning interpretation or clarification of the Contract documents, or if the Contractor believes the performance of the Work or any matters related to the Work is not sufficiently detailed or explained in the Contract, then, before commencing work, the Contractor shall immediately notify the State in writing and request

interpretation, clarification or additional detailed instructions concerning the Work.

SECTION 3
APPLICABLE LAWS AND REGULATIONS

3.1 Compliance with Legal Requirements

The Contractor shall be aware of and comply with all Federal and State statutes, rules, regulations, and CDCR policies and directives ("CDCR Policies") applicable to the Contract. CDCR policies shall include, but are not limited to the Department Operations Manual (DOM), California Code of Regulations Title 15, any policy memoranda issued by the CDCR Secretary or jointly with the Receiver, California Correctional Health Care Services (CCHCS), and any similar department-wide guidance that may be issued by proper authority, of which the Contractor has been informed by CDCR or has been published on the CDCR public internet web site, CDCR.ca.gov.

3.2 Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

3.3 Permits and Licenses

Neither the State nor the Contractor is subject to municipal, county or district statutes, rules or regulations pertaining to building permits or regulating the design or construction of buildings on State property.

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at Contractor's expense all license(s) and permit(s) required by law for accomplishing all work required in connection with this Agreement.

In the event any license(s) and/or permit(s) expire during the term of this Agreement, Contractor agrees to provide CDCR with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to maintain all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

Pursuant to the Business and Professions Code Section 7028.15, it is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this State without having the required license except in any of the following cases:

A. The person is exempted from the provisions of this chapter; or

B. The bid is submitted on a State project governed by California Public Contract Code section 10164.

That section shall not apply to a joint license as required by Business and Professions Code section 7029.1. However, if the Contractor makes the bid as a joint venture, each person submitting the bid shall be subject to this chapter with respect to his/her individual license.

That section shall not affect the right or ability of a licensed architect or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

A licensed contractor shall not submit a bid to a public agency unless his/her contractor's license number and class appear clearly on the bid, the license expiration date is stated, and he/she has signed a certification statement that the representations made in the bid with regard to the license number, class and expiration date are made under penalty of perjury. Any bid not containing this information or a bid containing information that is subsequently proven false shall be considered non responsive and shall be rejected.

3.4 Permits and Certifications from State Board of Equalization

This Contract shall be subject to all requirements as set forth in Revenue and Taxation Code Sections 6452.1, 6487, 6487.3, 7101 and 18510, and Public Contract Code Section 10295.1 requiring suppliers to provide a copy of their reseller'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. Failure of the supplier to comply by supplying the required permit or certification will cause the supplier's bid response to be considered non-responsive and their bid rejected. A copy of the reseller's permit or certification of registration must be supplied within five (5) State business days of the request made by the State.

3.5 Computer Software Management Memo

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 Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

3.6 Prevailing Wage Rates

The Director of the Department of Industrial Relations has ascertained general prevailing wage rates in the county in which the work is to be performed. Upon request, the State shall furnish to the Contractor a copy of such prevailing wage rates that the Contractor shall post at the job site.

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

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

The Contractor shall comply with all prevailing wage rate requirements and shall be subject to all restrictions and penalties in accordance with California Labor Code sections 1770 - 1780.

3.7 Payment Records

The Contractor and all subcontractors shall keep accurate payroll records showing the name, address, social security number, work week, work classification, straight time, overtime, the actual per diem, and the wages paid to each employee in connection with this project. Such records shall be certified and be available for inspection during business hours at the principal place of business of the Contractor in accordance with California Labor Code section 1776.

3.8 Public Works Contractor Registration Program

The California Legislature has imposed a new registration requirement for contractors and subcontractors involved with public works projects. Senate Bill 854, passed in late June 2014, implemented a new registration program to fund the Department of Industrial Relations' (DIR) monitoring and enforcement of prevailing wage laws.

Pursuant to Labor Code §1771.4, which imposes additional requirements when bidding and awarding public works contracts:

(A) This project is subject to compliance monitoring and enforcement by the DIR.

(B) The Department shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(C) Each contractor and subcontractor shall furnish the records specified in Labor Code §1776 directly to the Labor Commissioner, in the following manner:

1. At least monthly or more frequently if specified in the contract with the awarding body.

2. In an electronic format prescribed by the Labor Commissioner, on the DIR's internet website.

(D) The Department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements. Contractor shall cooperate with the Department by providing such information as the Department may request to ensure the Contractor's compliance with this law.

(E) No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

(F) No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.

(G) The Contractor shall submit proof of registration with DIR to CDCR with bid proposal. The Contractor shall be responsible to ensure all subcontractors are registered with DIR.

3.9 Air Pollution Control

The Contractor shall comply with all air pollution control statutes, rules, regulations, and ordinances that apply to any work performed in connection with this project in accordance with California Public Contract Code section 10231 and California Government Code section 11017.

3.10 Accident Prevention

The Contractor is responsible for the safety of all persons and property entering the premises during the term of the Contract. The Contractor shall comply with all applicable laws relating to safety precautions, including safety regulations of the California Department of Industrial Relations, State Division of Industrial Safety.

3.11 Hazardous Materials

Contractor shall handle only those hazardous material(s), if any, specified in the Scope of Services. If Contractor encounters any unspecified hazardous material while fulfilling the conditions of the Contract, the work shall stop immediately. The removal of any unspecified hazardous material(s) may be added to this contract by amendment or may be performed by the State through other means, at the discretion of the State. Any contractor providing hazardous material services shall comply with all hazardous material regulations and the Contractor shall have all applicable certifications either through itself or a subcontractor and be insured against environmental liability of not less than $1,000,000 per occurrence for bodily injury and property damage liability combined.

3.12 Employment of Undocumented Aliens

No State agency or department that is defined in Public Contract Code section 10335.7, and thereby subject to this code, shall award a public works or purchase contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works or purchase contract, who has previously been convicted of violating a state or federal law respecting the employment of undocumented aliens.

3.13 Small Business and DVBE Participation – Commercially Useful Functions

This solicitation and any resulting Agreement shall be subject to all requirements as set forth in the following code:

Government Code Sections 14837, 14839, 14842, 14842.5

Military and Veterans Code (MVC) Sections 999, 999.6, 999.9

In part, these codes involve requirements for businesses to qualify as a California certified Small Business, Micro-business and/or DVBE. The aforementioned companies must perform a **commercially useful function** to be eligible for award and must be "domiciled" in California. A supplier's bid will be considered non-responsive and rejected for failure to comply with the definition and requirements set forth in the statutes. Contractors found to be in violation of certain provisions within these code sections may be subject to loss of certification, penalties and Agreement cancellation.

3.14 Disabled Veteran Business Enterprise (DVBE)

If this Agreement is exempt from DVBE requirements, CDCR requests Contractor's assistance in achieving legislatively established goals for the participation of DVBEs by reporting any certified DVBEs that will be used in the performance of this Agreement.

3.15 DVBE Replacement Request

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per (M&VC)§ 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). The Contractor shall submit requests for DVBE substitutions electronically on the DVBE Substitution form with justification for the substitution to the Office of Business Services; m_cdcrobscontracts@cdcr.ca.gov. For assistance with access to the "DVBE Substitution" form and instructions, contact the Department of Corrections and Rehabilitation Office of Business Services SB/DVBE Advocate at sbdvbeadvocate@cdcr.ca.gov. Requests to replace a DVBE subcontractor must be amply documented to show that the replacement meets the criteria as specified in the California Code of Regulations (CCR), Title II, Section 1896.73(g) or the Public Contracting Code (PCC) 4107 (for public works). Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for Contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; (PCC) § 10115.10, or PCC § 4110 (for public works contracts).

3.16 DVBE Payment Certification

Military and Veterans Code (MVC) 999.5(d) requires prime contractors to certify that payments to DVBE subcontractors were made upon completion of the contract and allows the awarding department to requests proof of payment. Senate Bill 588 requires prime contractors to certify that payments to DVBE subcontractors were made upon final invoice submittal. MVC 999.7 states that the department shall withhold up to $10,000 from the final payment until the prime contractor complies with the certification requirements in MVC 999.5(d).

Prime contractors shall return the completed Prime Contractor's Certification – DVBE Subcontractor Report (STD 817) with proof of payment to the DVBE subcontractor via email to "DVBESubcontractorReport@cdcr.ca.gov" for processing and inclusion in the contract file

with the final invoice. If the STD 817 is not submitted with the final invoice or submitted incomplete, up to $10,000 will be withheld from the prime contractor's final payment pending receipt of a complete and accurate STD 817.

3.17 Employment of Ex-Offenders

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

A. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;

B. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (unauthorized Communications with Prisons and Prisoners Offenses).

C. Ex-Offenders required to register as a sex offender pursuant to Penal Code Section 290 or if such ex-offender has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or

D. Any ex-offender in a position which provides direct supervision of parolees, except in the following instance:

1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.

3.18 Nondiscrimination Clause

Contractor agrees that no person, on the basis of ethnic group identification, religion, age, sex, color or physical or mental disability, will be lawfully denied the benefits of (or be discriminated under) any program funded by the State in accordance with California Government Code sections 11135-11139.8 and their successors.

Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code section 12900 et seq.) and the applicable regulations transmitted hereunder (Cal Code of Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code section 12990 are set forth in the California Code of Regulations, title 2, § 11105, and are incorporated into this Contract by reference and made a part hereof. 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. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

The "Nondiscrimination Clause" set forth and referenced herein is applicable to all nonexempt State construction contracts and subcontracts and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth below, which is applicable to all nonexempt State construction contracts and subcontracts of $5,000 or more. (2 CCR Section 11122)

A. As used in the Specifications:

1. "Administrator" means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing or any person to whom the Administrator delegates authority.

2. "Minority" includes:

a. Black (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);

b. Hispanic (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish derived culture or origin regardless of race);

c. Asian/Pacific Islander (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands);

d. American Indian/Alaskan Native (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).

B. Whenever the Contractor or any subcontractor subcontracts a portion of the Work, including work involving a construction trade, it shall include in each subcontract of $5,000 or more the nondiscrimination clause directly or through incorporation by reference.

C. The Contractor shall implement all of the specific nondiscrimination standards provided in Paragraph E of these Specifications.

D. The nondiscrimination clause shall contain a provision requiring contractors and subcontractors to give written notice of their obligations under that clause to labor organizations with which they have a collective bargaining or other agreement pursuant to California Government Code section 12990.

E. The Contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the Contractor's compliance with these Specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor must be able to fully demonstrate its efforts under all of the following:

1. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites and at all facilities where the Contractor's employees are assigned. The Contractor, where possible, will assign two or more women to

each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment with specific attention to minority or female individuals working at such sites or in such facilities;

2. Provide written notification within seven days to the Director of the California Department of Fair Employment and Housing when the union(s) with which the Contractor has a collective bargaining agreement with have not referred a minority person or woman to the Contractor or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations;

3. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions through training, recruitment and outreach programs by posting the company policy on bulletin boards which are accessible to all employees at each location where construction work is performed and requesting the union's cooperation in assisting the Contractor to meet its obligations;

4. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the Contractor's equal employment opportunity policy and obligations in order to discharge their responsibilities accordingly; and

5. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the Contractor's obligations under these Specifications are being carried out.

F. Contractors are encouraged to participate in voluntary associations that assist in fulfilling the equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation and can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.

G. The Contractor is required to provide equal employment opportunity for all protected classes pursuant to the California Fair Employment and Housing Act located in Government Code section 12990 et seq.

H. Establishment and implementation of a bona fide nondiscrimination program pursuant to California Code of Regulations, title 2, section 11103, shall create a presumption

that a Contractor is in compliance with the requirements of California Government Code section 12990 and its implementing regulations.

I. The Contractor shall not use nondiscrimination specifications to discriminate against any person because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

J. The Contractor shall not enter into any subcontract with any person or firm decertified from State contracts pursuant to California Government Code section 12990.

K. The Contractor shall carry out such sanctions and penalties for violation of these Specifications and the nondiscrimination clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to California Government Code section 12990 and it's implementing regulations by the awarding agency. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these Specifications and California Government Code section 12990.

L. The Contractor shall designate an employee responsible for monitoring all employment related activity to ensure that the company's equal employment opportunity policy is being carried out, submit reports relating to the provisions required by the Office of Compliance Programs and keep records. For each employee, records shall include the name, address, telephone numbers, construction trade, union affiliation (if any), employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper or laborer), dates of change in status, hours worked per week in the indicated trade, rate of pay and locations where the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

3.19 Conflict of Interest

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq., and their successors, regarding conflicts of interest.

A. Contractors and Their Employees

Consultant contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service contractors and/or certain of their employees may be required to file a Form 700 if so requested by CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service contractors (other than consultant contractors required to file as above) and their employees shall

be required to file an FPPC Form 700 if one of the following exists:

1. The agreement service has been identified by CDCR as one where there is a greater likelihood that a conflict of interest may occur;

2. The contractor and/or contractor's employee(s), pursuant to the agreement, makes or influences a governmental decision; or

3. The contractor and/or contractor's employee(s) serves in a staff capacity with CDCR and in that capacity participates in making a governmental decision <u>or</u> performs the same or substantially all the same duties for CDCR that would otherwise be performed by an individual holding a position specified in CDCR's Conflict of Interest Code.

B. Current State Employees

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

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

3. In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
   a. Using an official position for private gain;
   b. Giving preferential treatment to any particular person;
   c. Losing independence or impartiality;
   d. Making a decision outside of official channels; and
   e. Affecting adversely the confidence of the public or local officials in the integrity of the program.

4. Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

C. Former State Employees

1. For the two year (2-year) period from the date he or she left State employment, no former State officer or employee may enter into an agreement 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 agreement while employed in any capacity by any State agency.

2. For the twelve-month (12-month) period from the date he or she left State employment, no former State officer or employee may enter into an agreement 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 agreement

within the 12-month period prior to his or her leaving State service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to incarcerated individuals or parolees. The Contractor shall not itself employ or offer to employ incarcerated individuals or parolees, directly or indirectly, through an affiliated company, person or business unless specifically authorized in writing by CDCR. In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with incarcerated individuals or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any portion of this Section, CDCR may terminate this Agreement immediately.

Members of boards and commissions are exempt from this Section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

3.20 No Advertising Unless Previously Approved

No advertising of any description will be permitted in or about the work site unless previously approved by the State.

3.21 Electronic Waste Recycling

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.

3.22 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 carry out this Agreement, or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

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. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) in violation of any State or federal law.

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

SECTION 4

CONTRACTUAL RELATIONSHIPS OF PARTIES

4.1 Indemnification (Supersedes the indemnification clause of Exhibit C)

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the State and its directors, officers, employees, representatives and agents from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, penalties, fines, costs and expenses (including, but not limited to attorney fees and costs) arising out of, relating to, resulting from or in connection with the

performance of this Agreement, except for injuries and damages caused by the sole negligence or willful misconduct of the State.

4.2 Insurance Requirements

Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or otherwise under the control of the State, except to the extent that the State is named as an additional insured. It does, however, serve to provide the State with proof that the Contractor and any subcontractors are insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor shall provide the State within five (5) business days of receipt by Contractor a copy of any notice of cancellation or non-renewal of insurance required by the contract. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year, whichever is longer. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of DGS. In the event the Contractor fails to maintain insurance coverage at all times as required, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

For all companies and/or businesses and individual providers, the Contractor hereby represents and warrants that the Contractor is currently and shall be, for the duration of this Agreement, at Contractor's expense insured against:

A. Commercial General Liability – Contractor agrees to carry a minimum of $1,000,000 per occurrence for bodily injury and property damage liability combined.

The certificate of insurance must include the following provisions:

1. The California Department of Corrections and Rehabilitation must be named as the "Certificate Holder" as follow:

   State of California
   California Department of Corrections and Rehabilitation
   Office of Business Services
   9838 Old Placerville Road, Suite B
   Sacramento, CA 95827

2. The State of California, its officers, agents, employees, and servants are hereby named as additional insured but only with respect to work performed for the State

of California.

B. Auto Liability – By signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

C. Workers' Compensation – Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this Agreement, carry workers' compensation insurance, at Contractor's expenses, or that it is self-insured through a policy acceptable to the CDCR, for all of its employees who will be engaged in the performance of this Agreement. The workers compensation policy shall include employers' liability with a limit no less than $1,000,000. Such coverage will be a condition of CDCR's obligation to pay for services provided under this agreement.

When work is performed on State owned or controlled property, the workers' compensation policy shall be endorsed to include a waiver of subrogation in favor of the State. A copy of the waiver of subrogation shall be provided with the evidence of workers' compensation coverage.

Prior to approval of this Agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled at any time during the term of this Agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the Agreement or for a period of not less than one year, whichever is longer. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this Agreement and seek any other remedies afforded by the laws of this State.

The duty of the Contractor to defend and indemnify the State, as outlined in this Agreement, shall extend to any and all of the Contractor's workers' compensation claims related to the performance of this Agreement.

4.3 Bonds

If the Contract price exceeds $25,000, the successful bidder shall furnish an original payment bond and a duplicate copy to accompany the Contract in an amount not less than one hundred percent (100%) of the total amount payable under the Contract. The bond MUST be prepared on CDCR's STD 807 form, Payment Bond to Accompany Construction Contract, provided to the Contractor by CDCR before execution of the Contract.

If progress payments are provided for in the bid and the Contract amount exceeds $10,000, the successful bidder shall furnish an original faithful performance bond and a duplicate copy in a sum not less than one hundred percent (100%) of the total amount payable under the Contract.

These bonds must be executed by an admitted surety insurer that is licensed to transact surety business in the State of California and appears in the California Department of Insurance's listing as a surety bond provider.

NOTE: California Public Contract Code section 4108 mandates that a prime contractor only require bonds from subcontractors if the prime contractor had clearly specified the amount and requirements of the bond or bond(s) in the prime contractor's written or published request for sub-bids. Failure to adhere to this requirement shall preclude the prime contractor from imposing bond requirements under this section.

4.4 No Personal Liability

The State and its directors, officers, employees, representatives and agents of CDCR shall not be personally liable for any actions arising under this contract.

4.5 Disclosure of Statements Re Violence

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by incarcerated individuals or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known to State staff, made by any incarcerated individual or parolee, which indicate violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

4.6 Patents

The Contractor's duty to defend and indemnify the State, as outlined in this Agreement, shall extend to the Contractor's use of patented materials, equipment, devices, or processes in the performance of this Agreement.

4.7 Warranty

The Contractor warrants that the Work will be performed in accordance with the requirements of the Agreement and be free of defects in workmanship and materials. Contractor agrees to repair or replace all nonconforming work, and any resulting damage, for a period of one year from the date of acceptance of the work, unless a longer warranty period is specified, without any expense to the State. The Contractor is not responsible for ordinary wear and tear or unusual abuse or neglect. This Section does not relieve the Contractor from liability based upon other legal theories of recovery whether such liability arose before or after any warranty periods.

4.8 No Waiver of Rights

Nothing in this Agreement shall act as a waiver of any rights the State has or may have in the future to recover any economic or property damages caused by the Contractor's work, or failure to perform required work, whether the damages occurred before or after the completion of the Contractor's work.

SECTION 5

PROSECUTION OF THE WORK

5.1 Contract Approvals and Commencement of Work

Contracts are not valid unless and until approved by California Department of General Services, if such approval is required by law, or by CDCR under delegated authority. The Contractor is not to commence or proceed with any work in advance of receiving notice that the contract has been approved. Any work performed by the Contractor in advance of the date of approval by the Department of General Services or CDCR shall be deemed volunteer work and will not be reimbursed by the State.

The Contractor is obligated to complete the Work on or before the date or within the number of working days set forth in the Specifications.

5.2 Temporary Nonperformance

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, the State, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement price.

5.3 Liquidated Damages

If the Agreement provides for liquidated damages, Contractor acknowledges the Department will suffer damage by any delay in the completion of the Work of the Project and that the exact and actual amount of such damages are difficult to estimate or predict in advance. Therefore, Contractor agrees that if Contractor fails to complete the Work of the Project within the Contract Time as specified or as adjusted by Change Order, Contractor authorizes Department to deduct Liquidated Damages, as outlined in Exhibit A, chargeable to the Contractor from any funds due or that become due to Contractor.

5.4 Contract Schedule

Contractor must develop and maintain a Contract Schedule for performing the work of the Contract. The schedule will be used for planning and reporting progress during execution of the Work; form the basis for the Contractor's monthly progress payments; and for evaluating a time extension.

Contractor must submit a Preliminary Contract Schedule within 14 days of NTP to the CDCR representative. The Preliminary Contract Schedule will depict the work from NTP to the first 90 calendar days of mobilization and construction. The CDCR Representative will review the proposed contract schedule within 7 days and either 1) accept the proposed Preliminary Contract Schedule or 2) schedule a meeting within 7 days to meet to review the Preliminary Schedule and address any outstanding concerns. The goal of the meeting is for CDCR to accept the proposed Preliminary Contract Schedule for the project.

Contractor shall submit a proposed Contract Schedule within 45 days of the NTP to the CDCR Representative. Within 14 days of receiving the Contract Schedule from the Contractor, the CDCR Representative shall review the proposed Contract Schedule and either 1) accept the proposed Contract Schedule; or 2) provide written comments to the Contractor. Contractor must address the comments and revise the Contract Schedule within 7 days and resubmit it to the CDCR Representative. The Contractor and CDCR Representative must meet to review the revised contract schedule within 7 days and address any outstanding concerns. The goal of the meeting is for CDCR to accept the proposed Contract Schedule as the Baseline Project Schedule for the project.

Monthly progress payments will not be made until the Contract Schedule is accepted by the CDCR Representative.

The initial, accepted, Contract Schedule submission, without updates, is defined as the Baseline Contract Schedule for the Project.

A. BASELINE CONTRACT SCHEDULE REQUIREMENTS:

1. The schedule duration from NTP to Completion must not exceed the total days stated in Standard 213 term of Agreement.

2. Include activities to reflect the entire scope of work including submittals, procurement, construction phasing, all close-out activities and key milestones. Each activity must be provided with a planned; duration, start date and finish date.

3. When schedule calculations are performed, the “Retained Logic” setting must be used.

4. Constraints can be used on milestones on mutual agreement with the CDCR Representative.

5. Indicate for each activity, whether activity’s duration is in work days or calendar days.

6. Indicate activities which are critical and their dependencies on other critical activities. An activity is defined as critical when the float = 0 and / or it is the longest path in the schedule.

7. Include activities for the review of key submittals by CDCR Representative, California State Fire Marshal (where applicable) and other applicable regulatory agencies.

8. Include activities for Owner-Furnished Contractor installed equipment (if applicable).

9. Include a minimum of three progress milestones identified by the Contractor which are on the critical path of the Contract Schedule.

10. Allow 35 calendar days for punch list and corrections.

11. Identify schedule program or application Contractor is using.

12. Activity description shall provide adequate information to identify work scope and location.

13. After baseline approval, activity description and planned duration must not change.

B. CONTRACT SCHEDULE OF VALUES (SOV) REQUIREMENTS:

1. A Preliminary Contract Schedule of Values must be submitted within 14 days of NTP. Upon receipt and acceptance of the Preliminary Contract Schedule of Values by a CDCR representative, the Contractor may apply for payment for Bond, Insurance and the value of work completed in the accepted Preliminary Contract Schedule.

2. The sum of the Preliminary Contract Schedule activity costs and Contract Schedule activity costs must both equal the Agreement Amount.

3. Submit the Contract Schedule of Values with the associated Contract Schedule for acceptance by the CDCR Representative.

4. Contractor must provide substantiation of costs for activities pertaining to administrative and engineering activities such as submittals, shop drawings and other required long lead procurement activities. Procurement activities will be considered long lead if the time from release of purchase to delivery exceeds ten (10) weeks.

5. The Contract Schedule of Values must represent the payment of mobilization costs, of subcontractor and / or self-performed scope of work and payment of job site expenses, home office overhead, insurance and bonding,

6. Payment for Mobilization is governed by Public Contract Code 10264. Insurance and bonds may be reimbursed separately based on paid invoices.

C. SCHEDULE UPDATES:

Contractor must submit monthly progress updates to the Contract Schedule to the CDCR Representative for review. The schedule update submission shall be included with the Monthly Pay Application. Submittals must include a written report of key schedule activities and a native electronic file for Contract Schedule. The CDCR Representative will provide comments and directions as required.

Schedule Coordination Sessions. Every 90 days from NTP, the Contractor and CDCR Representative shall meet to have a scheduling coordination session with all authorized subcontractor representatives for all activities leading up to the next significant scope of work. This session is to maintain schedule alignment with the trades, examine time impacts (if any), and validate the remaining work. If exposure is realized during this alignment, a Time Impact Analysis Charrette will be scheduled

and/or schedule revision commitment date will be made. The schedule must be revised within the commitment date or after a PCO for time has been approved following the Charrette.

D. SCHEDULE REVISIONS

Contractor must submit Contract Schedule revisions for review and acceptance by the CDCR Representative in a separate submittal from the Contract Schedule monthly updates. Submittal must include a brief narrative explaining revisions. Contract Schedule revisions can be submitted concurrently with, or in advance of, the Monthly Submittal. The following changes to the schedule constitute a schedule revision:

1. Change in Original Duration of an activity.

2. Changes to sequence.

3. Adding activities.

4. Upon approval of a Time Impact Analysis (TIA) a Change Order adding contract time for a milestone extension(s) will be issued and subsequent schedule submissions should reflect these changes.

E. SCHEDULE OF VALUES (SOV) UPDATES

Contractor must provide updated SOVs for approval of the CDCR Representative to be used for monthly progress estimate payments.

1. The SOVs must reflect the Accepted monthly schedule progress. A monthly status date will be agreed to by the Contractor and the CDCR Representative to process the payment estimates.

2. All Executed Proposed Change Orders (PCOs) must be added into the SOV update at an appropriate level of detail agreed to with the CDCR Representative.

F. TIME IMPACT NOTIFICATION

In the event the Contractor believes that a delay or change to the Work has or will impact the Contractor's ability to complete the Work per the Contract, the Contractor must notify the CDCR Representative within 5 days of the time the Contractor knows or should have known of the impact.

G. TIME IMPACT ANALYSIS (TIA)

The Contractor must quantify and provide an estimate of the delay to the Contract Time (Term of Agreement) using Project Documents and the Contract Schedule. Contractor must provide a brief narrative explaining the cause and effect of the event, supporting documents and schedule calculation. The CDCR Representative will review the Contractor's request and provide a response in writing to the Contractor's Representative. The project team may choose to meet as a collaborative unit (TIA charrette) to respond, negotiate and / or resolve a TIA that has been identified and

documented. A time extension to the Contract duration will be administered in accordance with the Change Order provisions of Exhibit D.

To establish entitlement to compensation, all activity paths and their respective float must be examined. The Contractor must demonstrate that but for the CDCR caused delay, the Contractor could have finished the Work in accordance with the Accepted Contract Time.

No Compensation will be allowed for concurrent delays caused by the Contractor and CDCR that would otherwise have affected the Contract Time of the final Milestone of the Contract.

A Concurrent delay may affect any path of activities, resulting in negative Total Float, and not necessarily the schedule's longest critical path.

5.5 Extension of Term

This Agreement may be amended to extend the term if it is determined to be in the best interest of the State. No term extension will be allowed due to causes outlined below unless it impacts the critical path (Contract Time). Term extensions shall be executed by Change Order in accordance with the Change Order provisions of Exhibit D.

Causes for term extensions are limited to:

A. Changes.
B. Suspension of work.
C. Material acts or omissions of CDCR agents or others (other than the Contractor and/or its subcontractors, vendors or suppliers
D. Failure of the CDCR to provide access or materials the CDCR is responsible for
E. Change in applicable law, ordinances, rules codes, regulations or lawful orders of government agencies which become effective after the date of the executed Agreement.
F. Occurrences of Force Majeure
G. Labor union sanctioned disputes.
H. Rain events where precipitation is as defined in Exhibit A.
I. Site conditions created by natural events that create unsuitable conditions for the proper prosecution of Work.

No compensation will be allowed for costs associated with term extensions caused by:

A. Delays due to the fault or negligence of the Contractor.
B. Occurrences of Force Majeure.
C. Labor union sanctioned disputes.
D. Rain events.

No compensation will be allowed for concurrent delays caused by the Contractor and CDCR that otherwise would have affected the Agreement term. Compensation will be apportioned based on net impact of CDCR delays offset by the impact of Contractor's delays.

A delay will be considered a concurrent delay when it is determined by the CDCR Representative to be an actual independent delay of which the effect on the term of the Agreement overlaps with that of the compensable delay in question. A concurrent delay may impact any path of activities, resulting in negative total float, and not necessarily the Schedules longest path.

If the Contractor is requesting compensation for the delay the TIA must demonstrate lack of concurrency with other non-excusable or non-compensable concurrent delays. To establish entitlement to compensation all activity paths and their respective float must be examined. The Contractor must clearly demonstrate that, but for the CDCR caused delay, the Contractor could have finished the work in the approved Contract time.

5.6 Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failures of performance constitute default, if such delay or failure is caused by Force Majeure. The time for the completion of the Work shall be extended by the State for a reasonable period of time. The Contractor must notify the State in writing of the causes of delay within three days from the beginning of any such delay, and within three days after the end of any such delay, notify the State of the duration thereof.

5.7 Contract Suspension

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a federal or State regulatory agency, mandating the suspension of State contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. During the period of Contract suspension, Contractor is not entitled to any payment for the suspended work. Once the order suspending State contracts has been lifted, a formal letter from the Department will be issued to the Contractor to resume work.

5.8 Defective Work

The Contractor shall be liable for damage to any person or property resulting from defects in the Work.

5.9 Liability for Nonconforming Work

The Contractor is fully responsible for ensuring that the Work is performed in accordance with the requirements of this Agreement and be free of defects in workmanship and materials. If any nonconformity is discovered prior to the deadline for the completion of the project, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the aforementioned deadline, CDCR, in its sole discretion, may use any reasonable means to cure the nonconformity and any resulting damage, including legal action. The Contractor shall be responsible for reimbursing CDCR for any and all expenses incurred in curing the nonconformity and any resulting damage, including any and all expenses incurred in any resulting legal action.

5.10 Rejection

Should any portion of the completed Work or any delivered materials, articles or equipment fail to comply with the requirements of the Contract, such work, materials, articles or equipment shall be rejected. The Contractor, at no additional expense to the State, shall immediately make adjustments to the satisfaction of the State. Materials, articles or equipment that is rejected shall immediately be removed from the premises at the Contractor's expense.

5.11 Right to Terminate (Supersedes provision 7, Termination for Cause, of Exhibit C)

The State may terminate this Agreement subject to thirty (30) calendar days written notice to the Contractor. Additionally, the State reserves the right to terminate this Agreement subject to thirty (30) calendar days written notice to the Contractor should it be later identified as a service which can be consolidated into a statewide/regionalized agreement. The State may exercise its option to cancel the remaining years of this Agreement, should it be decided that with additional institutions and/or sites, the State will receive a better rate for the same service.

The State may immediately terminate this Agreement for cause. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State’s notification to the Contractor.

5.12 Responsibility Hearing

If this Agreement is terminated for cause, CDCR reserves the right to conduct a responsibility hearing to determine if the Contractor is a responsible bidder before an award of future agreements can be made.

SECTION 6

CONTROL OF WORK

6.1 Contractor’s Waiver and Liability for Loss and Damage

Neither the State nor any of its officers or employees shall be liable for: loss or damage to the Contractor’s work or any part thereof or to any of the materials used in performing the work; injury to any person(s), either workers or the public and for damage to property due to the Contractor’s intentional or negligent acts that might have been prevented by the Contractor or anyone employed by him/her. In addition to any remedy authorized by law, any money due the Contractor under the Contract may be retained by the State until final disposition of the lawsuit, legal action(s) or claims. This provision shall not be construed as precluding the State from enforcing any right to offset any current contract the Contractor may have with the State as to any money owed to the State.

6.2 Liability for Loss and Damages

Any damages by the Contractor to the State’s facility including equipment, furniture, materials or other State property, will be repaired or replaced by the Contractor to the

satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

6.3 Contractor's Responsibility for Work

Contractor is responsible for the supervision of the workers. The Contractor shall take all reasonable measures to protect the Work from damage prior to formal acceptance of the Work by the State. The Contractor shall be liable for any damage to any part of the Work caused by persons under the Contractor's supervision or control or caused by the elements, such as weather or climate, until the Work is formally accepted by the State. The Contractor shall repair or replace any such damaged work, and any resulting damage, with no cost to the State. The Contractor shall not be liable for damage caused by acts of God such as severe storms, floods, fires, earthquakes, or natural disasters proclaimed by the State or Federal government, or acts of persons not within the Contractor's supervision or control. This Section does not relieve the Contractor from liability for nonconforming work, materials or equipment required under this Agreement.

6.4 Conduct of Work and Personnel

The State reserves the right to do other work in connection with the project or adjacent thereto by contract or otherwise. The Contractor shall at all times conduct his/her work so as to impose no hardship on the State, others engaged in the Work or to cause any unreasonable delay or hindrance. Where two or more contractors are employed on related or adjacent work, each shall conduct his/her operations in such a manner as not to cause delay or additional expense to the other.

All construction equipment required for execution of the Work and all labor, power and signals required for the installation, operation and maintenance of such equipment shall be provided by the Contractor. The Contractor shall obtain all necessary measurements for the Work and shall check dimensions, levels and any existing construction and layout and supervise his/her construction accordingly. Measurements and quantities on the Plans are to be verified by the Contractor.

The Contractor shall make provisions to accomplish the Work of the Contract without undue interruption of services. Interruption of any services for the purpose of making or breaking a connection shall be made only after consultation with the State and shall be at such time and of such duration as may be directed.

The Contractor shall perform the Work of the Contract only on normal working days, Monday through Friday, and during normal working hours. Work after hours on weekdays and work on Saturdays, Sundays and State holidays will not be permitted unless the Contractor obtains prior written approval from the State.

The Contractor's activities on State property shall be confined to spaces, areas, roads and locations as directed by the State.

Prior to coming on institution grounds, a list of all vehicles the Contractor proposes to use shall be provided to the institution. The list must include the license number of each vehicle and the name of the vehicles' operator.

Parking arrangements for Contractor's personnel shall be made through the State.

The Contractor shall be responsible for providing sanitary facilities for his/her personnel through either rental or making arrangements with the State agency.

Tools and equipment owned by the Contractor and his/her employees shall be safely stored overnight under lock and key. Hand-cutting tools shall be checked out each morning and checked in at the end of each workday. Loss of any tools or equipment shall be reported immediately to the State. Neither the Contractor nor workers shall attempt to borrow tools or other materials from State personnel. The Contractor shall remove all temporary equipment upon completion of the work.

All vehicles, equipment and ladders shall be secured when not in use. Keys shall not be left in any vehicles or equipment when not in use. The State will not be responsible for loss of tools, equipment or materials.

No firearms, narcotics, drugs, intoxicants or other restricted materials shall be allowed on the premises.

6.5 Utilities

The Contractor shall not interrupt utilities except with two days prior written notice and approval from the State. Interruptions shall be scheduled so as to minimize the duration and disruption to CDCR's existing operation.

6.6 Brand or Trade Names

Pursuant to California Public Contract Code section 3400, the Contract does not require the Contractor to supply specific brand or trade name material, product, or services, except for services by the Contractor or by subcontractors listed pursuant to California Public Contract Code sections 4100 et seq. Whenever an item is specified by brand, trade name, or specific entity, the item shall be deemed to be followed by the term "or equal" unless the specifications provide that use of the item listed is necessary, or to match other similar items already used or to be used, or any of the other conditions under PCC 3400 are met.

6.7 Materials and Workmanship

All materials used and all work performed under the Contract shall conform in all respects to the latest amended rules, regulations and requirements which are set forth in the Uniform Building Code, Uniform Plumbing Code; National Electric Code; California Electric Safety Orders; California Department of Industrial Relations, Division of Industrial Safety regulations; and any other regulatory requirement having jurisdiction over this type of work.

Materials, articles or equipment furnished by the Contractor for incorporation into the Work shall be new. When the contract documents indicate or require that such materials, articles or equipment are to be furnished, but the quality or kind thereof is not particularly specified, shown or indicated, the Contractor shall furnish materials, articles or equipment at least equal to the class or quality of the materials, articles or equipment that are specified, shown or indicated. Substantiating data of the equal item shall be presented to the State within 35 calendar days after the award of the contract. All work shall be performed in a first class

and workman-like manner in accordance with the true intent and meaning of the Plans and Specifications. Every part of the Work shall be accomplished by the workers, laborers or mechanics especially skilled in the class of work required and workmanship shall be the best.

Completed Work shall be to the entire satisfaction of the State of California. The State shall be the sole judge as to whether the materials or workmanship is acceptable. Should any portion of the completed Work or any materials, articles or equipment delivered fail to comply with the requirements of the Contract, such work, materials, articles or equipment shall be rejected. The Contractor shall immediately replace, at his/her own expense, all unacceptable materials and all unacceptable work shall immediately be made satisfactory to the State by the Contractor at no additional expense to the State. Any rejected materials, articles or equipment shall immediately be removed from the premises at the expense of the Contractor.

6.8 Inspection and Testing

The Contractor shall at all times permit the State and its authorized agents and representatives to visit and inspect the work site while work is in progress. This obligation shall include maintaining proper facilities and safe access for such inspection. Where the Contract requires the work to be tested, it shall not be covered up until inspected and approved by the State. The Contractor shall be solely responsible for notifying the State where and when such work is ready for inspection and testing. Should any such work be covered without such testing and approval, it shall be uncovered at the Contractor's expense. The Contractor shall give the State 24 hours notice prior to performing work on a Saturday, Sunday or a State holiday, so that the State may make the necessary arrangements.

6.9 Work Area

Contractor will ensure that the work area is kept clean and free of debris, as necessary, to maintain a safe working environment for staff and incarcerated individuals. Contractor agrees to perform the services with as little disruption to the State’s operations as possible. All tools, equipment and other work materials belonging to the Contractor will be removed from the institution or secured at the end of each working day. The State shall not be responsible for storage of any Contractor property. Before certifying the Work is complete, the Contractor must remove construction equipment and waste materials and thoroughly clean and drain the project.

6.10 Equipment

Restrictions may be placed on the quantity and type of equipment and materials left within existing facilities during breaks, meals or at the end of each work day.

6.11 Equipment Rental

The Contractor shall hold the State, its officers, agents, and employees harmless and indemnify and defend the State for any claims for loss or damages to the rented equipment or arising out of the use or operation of the equipment caused by occurrences, accidents, or misuse by the Contractor or its purchasers or operators resulting from causes beyond the

control of the State. Equipment shall be returned in good condition, subject to reasonable wear and tear, excluding loss or damage arising from causes beyond the control of the State. The State's responsibility for repairs and liability for damage or loss is limited to that made necessary by or resulting from the negligent act or omission of the State or its officers, employees, or agents.

The Contractor shall ensure that the equipment remains in good working order throughout the duration of the Agreement and agrees to make all necessary repairs and adjustments. The State reserves the right to cease payment for equipment rental should the Contractor fail to maintain the equipment properly. The Contractor's representatives shall be given full and adequate access to the equipment at reasonable times.

6.12 Occupancy by the State Prior to Acceptance

The State reserves the right to occupy all or any part of the project prior to completion of the Work upon written order by the State. In such event, Contractor will be relieved of the responsibility to the State for injury or damage resulting from occupancy and use by the State. Such occupancy does not constitute acceptance by the State of the Work completed by the Contractor or any portion thereof, nor will it relieve the Contractor of responsibility for correcting defective work or materials.

6.13 Security Clearance/Fingerprinting

The State reserves the right to conduct fingerprinting and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor and/or Contractor's employee access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

6.14 Notification of Personnel Changes

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

6.15 Subcontractor/Consultant Information

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the Department of Corrections and Rehabilitation, and the Program Contract Manager in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

6.16 Accounting Principles

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

6.17 Temporary Identification Cards

Upon clearance by a background check and at the discretion of the State, a photo may be taken of each worker for the purposes of issuing a temporary identification card that must be worn at all times on institution grounds.

SECTION 7

CHANGES

7.1 Change Orders

The CDCR Representative may order changes, including, but not limited to, revisions to the Drawings and Specifications, performance of Extra Work, and the elimination of Work. Orders for such changes will be in writing. Changes shall not affect the obligations of the sureties on the Contract bonds nor require their consent.

Contract compensation and time will be adjusted by Change Order for changes which materially increase or decrease the time for performance or cost.

Contractor shall notify CDCR Representative in writing within three (3) Days of discovery of a need for a Change Order and, when directed by the CDCR Representative, shall stop work in the areas that will be affected. Such notifications of change must include a description of the changed work, including the areas to be affected, documentation of events or issues regarding the change and the applicable references to the Contract Documents. The CDCR Representative will provide a response to the notification of change and either issue a Proposed Change Order (PCO) or deny the change.

CDCR Representative may issue requests for Proposed Change Orders that propose a change in the requirements of the Contract Documents or Contract Time. Such requests will contain a description of the work, including the areas to be affected, and such other information necessary for the Contractor to provide a written proposal. The Proposal constitutes an offer to the Department which is not binding upon the Department and will be considered as an approximation only and subject to negotiation. The Contractor's proposal must be provided:

A. With a description of the work, including the areas to be affected;

B. In a format established by the CDCR Representative;

C. With mark-ups of direct costs not to exceed:

   1. Labor cost 21%

   2. Material and equipment cost 14%

   3. Contractor's mark-up of subcontractor's cost 5%

4. Aggregate of all subcontractors regardless of number of tiers must not exceed 21% for labor costs and 14% for material and labor costs.

5. Bond cost 1%, applied to the total of change order costs with mark-ups stated above.

6. No mark-ups are allowed for costs associated with Term Extensions.

D. Based upon an estimate of additional compensation in accordance with this Section;

E. With a Time Impact Analysis (TIA) for any additional time that may be requested, as outlined in this Agreement and;

F. Within fourteen (14) Days of issuance of CDCR's request for Proposed Change Order unless otherwise directed by the CDCR Representative.

Contractor, when directed by CDCR Representative, shall proceed with changes before agreement is reached on adjustment in compensation or time for performance and shall furnish verified time and material records to CDCR Representative. If Contractor fails to provide such records, Department's records and/or estimate will be used for purpose of adjustment in compensation or time for performance.

Should the Contractor disagree with the CDCR Representative's denial of a Change Order, or the additional compensation determined for a Change Order, Contractor must provide a written notice of Dispute to the CDCR Representative within five (5) days and follow the procedures for Contract Disputes, as outlined in this Agreement, to further pursue issue for compensation. Contractor shall perform Disputed Work as directed by the CDCR Representative. Failure to timely and fully comply with this procedure shall constitute a waiver of additional time and compensation for such work.

Adjustments in compensation for changes, time extensions, delays and acceleration will be determined by using the following methods:

A. By negotiations on the basis of estimates;

B. By CDCR Representative on the basis of estimates;

C. By CDCR Representative, whether or not negotiations are initiated, by actual costs on the basis of project cost records;

D. Contract Bid unit prices, where applicable.

Contractor's written acceptance of a Change Order shall constitute final and binding agreement to the provisions thereof and a waiver of all Claims in connection therewith, whether direct, indirect, or consequential.

SECTION 8

RETENTIONS

8.1 Retention of Funds

In accordance with California Public Contract Code section 7107, within 60 days after the date of completion of the Work, any funds retained by the State shall be released to the Contractor. In the event of a dispute between the State and the Contractor, the State may withhold from the final payment an amount not to exceed 150 percent of the disputed amount.

Within 7 days from the time that all or any portion of the funds retained by the State are received by the Contractor, the Contractor shall pay each of its subcontractors their portion of any funds withheld. However, if a retention payment received by the Contractor is specifically designated for a particular subcontractor, payment of the funds shall be made to the designated subcontractor, if the payment is consistent with the terms of the subcontract.

The Contractor may withhold from a subcontractor its portion of the retention funds if a bona fide dispute exists between the Contractor and subcontractor. The amount withheld from the retention funds shall not exceed 150 percent of the estimated value of the disputed amount.

In the event that retention payments are not made within the time periods required, the State or Contractor withholding the unpaid amounts shall be subject to a charge of two percent per month on the improperly withheld amount, in lieu of any interest otherwise due. Additionally, in any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to attorney's fees and costs.

If the State retains an amount greater than 125 percent of the estimated value of the work yet to be completed pursuant to the California Public Contract Code section 10261, the State shall distribute the undisputed retention proceeds within 60 days after the date of completion of the work. However, if the State retains an amount equal to or less than 125 percent of the estimated value of the work yet to be completed, the State shall have 90 days in which to release undisputed retentions.

For purposes of this subdivision, completion means any of the following:

A. Occupation, beneficial use, and enjoyment of a work of improvement (excluding any operation only for testing, startup or commissioning) accompanied by cessation of labor;

B. Acceptance by the State in writing;

C. Cessation of labor for a continuous period of 100 days or more due to factors beyond the control of the prime Contractor; or

D. Cessation of labor for a continuous period of 30 days or more if the State files a notice of cessation or a notice of completion.

8.2 Retentions for Stop Notices and Claims

The State will retain from funds owed or that become owed to Contractor an amount sufficient to cover claims filed pursuant to Civil Code sections 9000 et seq.; tax demands filed in accordance with Government Code section 12419.4; claims of State agencies offset under Government Code section 12419.5; and other claims, penalties, and forfeitures for which the State is authorized to retain money.

8.3 Tax

The State of California and Contractor will each bear their own respective federal, State and local tax liabilities arising from this Agreement. It is expressly understood that neither the State nor the Contractor will assign, shift, pass on or otherwise assume the tax liabilities of the other party.

SECTION 9

DISPUTED WORK AND CLAIMS

9.1 Contract Disputes (Supersedes provision number 6, Disputes, of Exhibit C)

As a condition precedent to Contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

A. Final Payment

The acceptance by the Contractor of final payment for any deliverable shall release the California Department of Corrections and Rehabilitation (CDCR) from any and all claims of any kind by Contractor and its subcontractors, employees, vendors, agents, owners, related to or arising out of this Contract, except for any claim previously accepted and/or in process of resolution.

B. Informal Appeal

Contractor and the program or institution contract liaison, or other designated CDCR employee of the unit for which the goods are being delivered or the service is being

performed, shall first attempt in good faith to resolve the dispute or claim by informal discussion(s). Contractor shall identify the issues and the relief sought. Informal discussion(s) between Contractor and contract liaison, or the designated CDCR employee, shall be written, dated, and signed by the authors.

The program or institution contract liaison shall issue an informal written statement to Contractor regarding the dispute within fifteen (15) calendar days following settlement or an impasse in the informal discussion(s) process. The written statement shall either: (1) document the dispute settlement and what, if any, conditions were reached; or, (2) document the reason(s) the dispute could not be resolved informally and provide notification to Contractor of its option to file a formal appeal within thirty (30) days of the informal statement. One (1) copy of the informal statement and the discussion(s) on which it is based shall be forwarded immediately to the Office of Business Services (OBS) for inclusion in the Agreement file.

C. Formal Appeal

If the dispute or claim is not resolved to Contractor's satisfaction by the informal appeal process, Contractor may file with the Chief of Contracts Management Branch (CMB), OBS a formal written appeal within thirty (30) calendar days of the date of CDCR's informal written decision. The formal written appeal shall be addressed as follows:

Subject
Chief
Contracts Management Branch
Office of Business Services
California Department of Corrections and Rehabilitation
9838 Old Placerville Road, Suite B
Sacramento, CA 95827

Contractor shall specify in the formal written appeal the issue(s) in dispute, the particular relief or remedy sought, the factual basis for Contractor's claim or dispute, and Contractor's legal, technical and/or other authority upon which Contractor bases its claim or dispute.

The formal written appeal shall include a written certification signed by a knowledgeable company official under penalty of perjury according to the laws of the State of California pursuant to California Code of Civil Procedure section 2015.5 that the dispute, claim, or demand is made in good faith, and that the supporting data are accurate and complete. If an Agreement adjustment is requested, the written certification shall further state under penalty of perjury that the relief requested accurately reflects the Agreement adjustment for which the CDCR is responsible.

If Contractor is a corporation, the written certification shall be signed by an officer thereof. If Contractor is a sole proprietorship or partnership, it shall be signed by an owner or full partner. If Contractor is other than a corporation, sole proprietorship or partnership, it shall be signed by a principal of the company with authority to bind the company.

The Chief of CMB, OBS shall issue a formal written decision on behalf of CDCR within thirty (30) calendar days of receipt of the properly addressed formal written appeal. If mutually agreed by the parties, the date for the issuance of CDCR's final written decision may be extended.

D. Further Resolution

If the dispute is not resolved by the formal appeal process to Contractor's satisfaction, or Contractor has not received a written decision from the Chief of CMB, OBS after thirty (30) calendar days, or other mutually agreed extension, Contractor may thereafter pursue its right to institute other dispute resolution process, if any, available under the laws of the State of California.

E. Contract Disputes with Public Entities

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

SECTION 10

SECURITY AND INCARCERATED INDIVIDUAL CONTACT REQUIREMENTS

10.1 Security Regulations

A. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.

B. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.

C. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.

D. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.

E. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.

F. Electronic and communicative devices such as pagers, cell phones and cameras/micro cameras are not permitted on institution grounds.

G. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.

H. No picketing is allowed on State property.

10.2 Gate Clearance

Contractor and Contractor's employee(s) and/or subcontractor(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.

10.3 Clothing Restrictions

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by incarcerated individuals at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is incarcerated individual attire. The Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

10.4 Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison incarcerated individuals and Division of Juvenile Justice Wards

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around incarcerated individuals who are incarcerated, or wards who are housed within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison incarcerated individuals or wards. The following is a summation of pertinent

information when non-departmental employees come in contact with prison incarcerated individuals or wards.

By signing this Agreement, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison incarcerated individuals or wards:

A. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison incarcerated individuals or wards. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

   SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415, and California Welfare and Institutions Code (WIC) Section 1712.

B. CDCR does not recognize hostages for bargaining purposes. CDCR has a “NO HOSTAGE” policy and all prison incarcerated individuals, wards, visitors, and employees shall be made aware of this.

   SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and Title 9, Section 30936; WIC Section 1712.

C. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

   SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288; Title 9, Sections 30275 and 30958: WIC 1712.

D. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

   SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a) and Title 9, Section 30275; WIC Section 1712.

E. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR adult institutions/facilities or camps, or youth institutions/facilities or camps in the nighttime, without the prior approval of the Warden or officer in charge. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

   SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7.

F. Encouraging and/or assisting prison incarcerated individuals to escape, is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison incarcerated individuals or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including, but not limited to, cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; WIC Section 1152, CCR, Title 9, Sections 30976 and 30945; WIC Section 1001.5.

G. It is illegal to give or take letters from incarcerated individuals or wards without the authorization of the Warden or officer in charge. It is also illegal to give or receive any type of gift and/or gratuities from prison incarcerated individuals or wards.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, and 3425; Title 9, Section 31609; WIC Section 1712.

H. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383; Title 9, Section 30935 and 30275.

I. For security reasons, visitors must not wear clothing that in any way resembles state issued prison incarcerated individual or ward clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3174 (b) (1) and Title 9, Section 30275.

J. Interviews with SPECIFIC INCARCERATED INDIVIDUAL are not permitted. Conspiring with an incarcerated individual to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (a) (3) (X), and 3177 and Title 9, Section 31100(a)(1).

10.5 Prison Rape Elimination Policy

CDCR maintains 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.

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct

and to address successful community re-entry of the victim.

All Contractors and their employees are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

If you are providing services for the confinement of our incarcerated individuals, you and your staff are required to adopt and comply with the PREA standards, 28 Code of Federal Regulations (CFR) Part 115 and with CDCR's Department Operations Manual, Chapter 5, Article 44, including updates to this policy. This will include CDCR staff and outside audit personnel (who also conduct PREA audits of state prisons) conducting audits to ensure compliance with the standards.

As a Contractor with CDCR, you shall not assign an employee to a CDCR facility or assign an employee to duties if that employee will have contact with CDCR incarcerated individuals, if that employee has 1) engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997); 2) been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or 3) has been civilly or administratively adjudicated to have engaged in the activity described in this section.

The Contractor shall conduct a criminal background records check for each contract employee who will have contact with CDCR incarcerated individuals and retain the results for audit purposes. By signing this contract the Contractor agrees to ensure that all of the mandates of this Prison Rape Elimination Policy are complied with. Material omissions, by the contract employee, regarding such misconduct or the provision of materially false information, shall be grounds for removal from institutional grounds.

Contract employees, who have contact with incarcerated individuals, shall be provided training via the Exhibit titled; "PRISON RAPE ELIMINATION POLICY, Volunteer/Contractor Informational Sheet" to learn their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures. A copy of this signed informational sheet will be provided to the institution before a contract employee may have contact with incarcerated individuals.

Any contract employee who appears to have engaged in sexual misconduct with an incarcerated individual shall be prohibited from contact with incarcerated individuals and shall be subject to administrative and/or criminal investigation. Referral shall be made to the District Attorney unless the activity was clearly not criminal. Reportable information shall be sent to relevant licensing bodies.

10.6 Blood-Borne Pathogens

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood-borne pathogens.

10.7 Tuberculosis (TB) Testing

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, Contractors and their employees

who are assigned to work with, near, or around incarcerated individuals/parolees shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by CDCR.

Contractors and their employees who have any contact (physical or nonphysical) with incarcerated individuals/parolees, shall be required to furnish to the CDCR Program/Institution Contract Manager, at no cost to CDCR, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infections or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

10.8 Tobacco-Free Environment

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.

The Prison Rape Elimination Policy for the California Department of Corrections and Rehabilitation (CDCR) is explained on this informational sheet. As a volunteer or private contractor who has contact with CDCR offenders, it is your responsibility to do what you can, within the parameters of your current assignment, to reduce incidents of sexual violence, staff sexual misconduct, and sexual harassment and to report information appropriately when they are reported to you or when you observe such an incident. For purposes of this Policy, the word "staff" includes volunteers and private contractors.

Historical Information

Both the Congress and State Legislature passed laws, the Federal Prison Rape Elimination Act (PREA) of 2003, the Sexual Abuse in Detention Elimination Act, Chapter 303, Statutes of 2005, and most recently the United States, Department of Justice Final Rule; National Standards of 2012 to help prevent, detect, and respond to sexual violence, staff sexual misconduct, and sexual harassment behind bars. It is important that we, as professionals, understand all aspects of these laws and our responsibilities to help prevent, detect, and respond to instances by offenders and staff.

CDCR Policy

The CDCR policy is found in Department Operations Manual (DOM), Chapter 5, Article 44. PREA addresses five types of sexual offenses. Sexual violence committed by offenders against offenders encompasses: abusive sexual contact, non-consensual sex acts, and sexual harassment by an offender. Other sections covered by PREA include staff sexual misconduct towards an offender and staff sexual harassment towards an offender.

CDCR's policy provides for the following:

- CDCR is committed to continuing to provide a safe, humane, secure environment, free from offender on offender sexual violence, staff sexual misconduct, and sexual harassment.
- CDCR maintains zero tolerance for sexual violence, staff sexual misconduct, and sexual harassment in its institutions, community correctional facilities, conservation camps, and for all offenders under its jurisdiction.
- All sexual violence, staff sexual misconduct, and sexual harassment is strictly prohibited.
- This policy applies to all offenders and persons employed by the CDCR, including volunteers and independent contractors assigned to an institution, community correctional facility, conservation camp, or parole.

Retaliatory measures against employees or offenders who report incidents of sexual violence, staff sexual misconduct, or sexual harassment as well as retaliatory measures taken against those who cooperate with investigations shall not be tolerated and shall result in disciplinary action and/or criminal prosecution. Retaliatory measures include, but are not limited to:

- Coercion.
- Threats of punishments.
- Any other activities intended to discourage or prevent staff or offenders from reporting incident(s).

Professional Behavior

Staff, including volunteers and private contractors are expected to act in a professional manner while on the grounds of a CDCR institution and while interacting with other staff and offenders. Key elements of professional behavior include:

- Treating everyone, staff and offenders alike, with respect.
- Speaking without judging, blaming, or being demeaning.
- Listening to others with an objective ear and trying to understand their point of view.

- Avoiding gossip, name calling, and what may be perceived as offensive or "off-color" humor.
- Taking responsibility for your own behavior.

Preventative Measures

You can help reduce sexual violence, staff sexual misconduct, and sexual harassment by taking various actions during the performance of your duties as a volunteer or private contractor.

The following are ways in which you can help:

- Know and enforce the rules regarding the sexual conduct of offenders.
- Be professional at all times.
- Make it clear that sexual activity is not acceptable.
- Treat any suggestion or allegation of sexual violence, staff sexual misconduct, and sexual harassment as serious.
- Follow appropriate reporting procedures and assure that the alleged victim is separated from the alleged predator.
- Never advise an offender to use force to repel sexual advances.

Detection

All staff, including volunteers and private contractors, is responsible for reporting immediately and confidentially, to the appropriate supervisor any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.

After immediately reporting to the appropriate supervisor, you are required to document the information you reported. You will be instructed by the supervisor regarding the appropriate form to be used for documentation.

You will take necessary action (i.e., give direction or press your alarm) to prevent further harm to the victim. Staff, including volunteers and private contractors, will request the victim does not: 1) Shower; 2) Remove clothing without custody supervision; 3) Use the restroom facilities; and 4) Consume any liquids.

I have read the information above and understand my responsibility to immediately report any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.

Volunteer/Contractor Name (Printed)	Date Signed
Signature of Volunteer/Contractor	Current Assignment within Institution
Contact Telephone Number	Supervisor in Current Assignment

PART B shall only be completed by contractors who, in the course of their assigned duties, have contact with inmates.

Duty to Report

You are required to answer the following questions:

1) Have you ever engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, other institution?
   ☐ Yes ☐ No If yes, provide the date of the incident and the facility name in the space below.

2) Have you ever been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse?
   ☐ Yes ☐ No If yes, provide the date of the incident and the county in the space below.

3) Have you ever been civilly or administratively found to have engaged in the activity described in question (2) above?
   ☐ Yes ☐ No If yes, provide the date of the incident and the county in the space below.

4) Have you ever received any disciplinary action as a result of allegations of sexual harassment of an inmate in a prison, jail, lockup, community confinement facility, or other institution?
   ☐ Yes ☐ No If yes, provide the date of the incident and the facility name in the space below.

If you answered "Yes" to any of the questions, please provide the date of the incident and the facility name/county where it occurred:

Date:_____

Facility/County Name:_____

As a contract employee, you have a continuing duty to promptly report, and you are required to notify your employer and the Appointing Authority of the Institution to which you are assigned if the answer to any of the above questions changes.

I hereby certify that there are no misrepresentations, omissions, or falsifications, and that all answers are true and correct. I understand and agree that if any material facts are discovered which differ from those facts stated by me on this form, my services to the California Department of Corrections and Rehabilitation will be discontinued and my contract employer will be notified.

Printed	
Signature:	Date

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

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

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

Print Form | Reset Form

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information

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

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

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

CITY, STATE, ZIP CODE	E-MAIL ADDRESS

Section 2 – Entity Type

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

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

CORPORATION (see instructions on page 2)

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

Section 3 – Tax Identification Number

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

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

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

___ ___ ___ -___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

___ ___ - ___ ___ ___ ___ ___ ___ ___

Section 4 – Payee Residency Status (See instructions)

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

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

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

Section 5 – Certification

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

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS

SIGNATURE	DATE	TELEPHONE *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	UNIT/SECTION
CDCR - Accounting Services Branch	Accounts Payable B - Client Management Unit

MAILING ADDRESS	FAX	TELEPHONE *(include area code)*
10000 Goethe Road		(916) 255-5514

CITY	STATE	ZIP CODE	E-MAIL ADDRESS
Sacramento	CA	95827	ClientManagementUnitVendor@cdcr.ca.gov

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

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

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

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

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

Section 1 – Payee Information

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

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

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

Section 2 – Entity Type

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

Section 3 – Tax Identification Number

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

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

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

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:
Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 – Certification

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

Section 6 – Paying State Agency

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

Privacy Statement

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

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

Print Form | Reset Form

STATE OF CALIFORNIA – STATE CONTROLLERS OFFICE

PAYEE DATA RECORD SUPPLEMENT

(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.)

STD 205 (New 03/2021)

Payee Information (must match the STD 204)

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

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

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

Additional Contact Information

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

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

Certification

I hereby certify under penalty of perjury that the information provided on this supplemental document is true and correct.

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

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

STATE OF CALIFORNIA – STATE CONTROLLERS OFFICE

PAYEE DATA RECORD SUPPLEMENT

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

GENERAL INSTRUCTIONS

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

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

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

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

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

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

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

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

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

PRIVACY STATEMENT

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

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

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

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

STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION
Rev. 05/1/2021

SUPPLEMENT VENDOR PAYEE DATA RECORD FORM

Form to be completed by Vendor.

LEGAL NAME OF BUSINESS	
DBA	
FEIN OR SSN NUMBER	
BUSINESS PHYSICAL ADDRESS	
STREET	
CITY	
STATE	ZIP
REMIT TO INFORMATION (WHERE YOU WANT YOUR PAYMENTS SENT. ADDRESS MUST MATCH REMIT TO ADDRESS ON INVOICE.)	
COMPANY NAME	
STREET (P.O. Box)	
CITY	
STATE	ZIP
CONTACT INFORMATION	
SALES CONTACT PERSON	ACCOUNTING CONTACT PERSON
TITLE	TITLE
PHONE	PHONE
FAX	FAX
SALES E-MAIL ADDRESS	
WEB SITE ADDRESS:	

PURCHASING INFORMATION

☐ SERVICE TYPE OF SERVICE PROVIDED: _____

☐ COMMODITY TYPE OF PRODUCT PROVIDED: _____

STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION
Rev. 05/1/2021

SUPPLEMENT VENDOR PAYEE DATA RECORD FORM

BUSINESS DESIGNATION (Fill out only if registered with the Dept. of General Services)		
☐ SMALL BUSINESS (SB) (Certified by DGS)	CERTIFICATION - #	EXPIRATION DATE
☐ MICRO BUSINESS (MB) (Certified by DGS)	CERTIFICATION - #	EXPIRATION DATE
☐ DVBE BUSINESS	CERTIFICATION - #	EXPIRATION DATE
☐ SMALL BUSINESS PUBLIC WORK	CERTIFICATION - #	EXPIRATION DATE
☐ NP VETERAN SERVICE AGENCY	CERTIFICATION - #	EXPIRATION DATE
☐ NON-PROFIT RECOGNITION	CERTIFICATION - #	EXPIRATION DATE

TAX INFORMATION

WITHHOLDING TAX INFORMATION	TYPE OF RECIPIENT (PLEASE SELECT ONE/ SHOULD MATCH SECTION 2 OF STD 204)
☐ RENTS	☐ CORPORATION (REGULAR)---------- **(SELECT "ALL OTHERS" ON 204)**
☐ ROYALTIES	☐ MEDICAL CORPORATION ---------- **(SELECT "MEDICAL" ON 204)**
☐ OTHER INCOME (PRIZED, AWARDS)	☐ LEGAL CORPORATION---------- **(SELECT "LEGAL" ON 204)**
☐ FISHING BOAT PROCEEDS	☐ NON-PROFIT CORP ----- **(SELECT "EXEMPT(N. PROF)" ON 204)**
☐ MEDICAL AND HEALTHCARE PAYMENTS	☐ LLC C-CORPORATION---------- **(SELECT "ALL OTHERS" ON 204)**
☐ NONEMPLOYEE COMPENSATION	☐ LLC S-CORPORATION--------- **(SELECT "ALL OTHERS" ON 204)**
☐ SUBSTITUTE PAYMENTS (DIVIDENDS/INTEREST)	☐ LLC PARTNERSHIP ---------- **(SELECT "PARTNERSHIP" ON 204)**
☐ DIRECT SALES	☐ SINGLE MEMBER LLC ----- **(SELECT "SOLE PROP, INDIV LLC" ON 204)**
☐ CROP INSURANCE PROCEEDS	☐ TAX EXEMPT ORG---------- **(OTHER THAN NON PROFIT CORP.)**
☐ EXCESS GOLDEN PARACHUTE PAYMENTS	☐ INDIVIDUAL/ SOLE PROP-- **(SELECT "SOLE PROP, INDIV LLC" ON 204)**
☐ GROSS PROCEEDS PAID TO AN ATTORNEY	☐ ESTATE---------- **(SELECT "ESTATE" ON 204)**
☐ STATE TAX WITHHELD	☐ QUALIFIED INTERMEDIARY
	☐ ARTIST OR ATHLETE
	☐ GOVERNMENT OR INT. ORGANIZATION
	☐ NOMINEE
	☐ FIDUCIARY
	☐ AUTHORIZES FOREIGN AGENT
	☐ TYPE OF RECIPIENT UNKNOWN
	☐ PRIVATE FOUNDATION

STOP! Only fill out this section if your company has sold their receivables to another company

FACTORING VENDOR (WHEN A VENDOR SELLS RECEIVABLES TO A THIRD PARTY) ATTACH COPY OF THE LETTER FROM VENDOR NOTIFIYING CDCR OF THE ASSIGNMENT

COMPANY NAME & DBA

STREET(P.O. Box)

CITY

STATE

ZIP

Generative Artificial Intelligence (GenAI) Reporting and Factsheet

Section 1: Bidder/ Offerer / Contractor Information

Solicitation/ Contract
C5613486-D

Number Bidder ID/ Vendor ID (optional)

Business Name

Business Telephone Number

Business Address

City **State** **Zip Code**

Contract / Description of Purchase

Section 2: Disclosure and Factsheet

Will you and/or your subcontractor(s) be using or offering GenAI technology, model, service, or system (collectively, "product")?

☐ **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. GenAI Model Name, LLM Version (including number of parameters) & list ALL model names/owners for the solution or offering	

2. (GenAI powered, or driven), applications / product owner	
3. Product Description	
4. Use Case(s)	
5. Intended Information Domain	
6. Explain how the GenAI system is not adversely affecting decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.	

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**

Submit completed form to the awarding department

GenAI Reporting and Factsheet Instructions

Please use the following definitions and instructions to complete the GenAI Reporting and Factsheet:

1. GenAI Model Name, LLM Version (including number of parameters) & list ALL model names/owners for the solution or offering
    a. Definition: The unique identifier or name assigned to the specific GenAI model or service.
    b. Purpose: Allows users to refer to and distinguish between different GenAI models.

2. (GenAI powered, or driven), applications/product owner:
    a. Definition: The name of the organization or entity responsible for creating or deploying the GenAI model or service.
    b. Purpose: Helps identify the source and accountability for the GenAI system.
3. Product Description:
    a. Definition: A concise summary of the GenAI model's purpose, functionality, and key characteristics.
    b. Purpose: Provides a high-level understanding for users and stakeholders.
4. Use Case(s):
    a. Definition: The intended use or goal of the GenAI model (e.g., image recognition, natural language processing, text summarization).

    b. Purpose: Helps users assess whether the GenAI model aligns with their needs.
5. Intended Information Domain:
    a. Definition: The context, subject matter, or domain for which the GenAI model is designed to operate effectively.

    b. Purpose: Helps users determine if the GenAI model is suitable for their specific use case.
6. Adverse Impact:
    a. Explain below how you are ensuring the GenAI system is not adversely affecting decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.
7. Signature:
    a. The signatory for the Contract shall also sign the OBS 1000

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

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

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over $100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

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

CERTIFICATION

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*

ACORD # CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER:

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A	
COMPANY LETTER B	
COMPANY LETTER C	
COMPANY LETTER D	
COMPANY LETTER E	

INSURED:

SAMPLE

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTHWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	$
	☐ COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	$
	☐ CLAIMS MADE ☐ OCCUR.				PERSONAL & ADV. INJURIES	$
	☐ OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	$
	☐ _____				FIRE DAMAGE (Any One person)	$
					MED. EXPENSE (Any One person)	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$
	☐ ANY AUTO					
	☐ ALL OWNED AUTOS				BODILY INJURY (Per Person)	$
	☐ SCHEDULED AUTOS					
	☐ HIRED AUTOS				BODILY INJURY (Per Person)	$
	☐ NON-OWNED AUTOS					
	☐ GARAGE LIABILITY				PROPERTY DAMAGE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	☐ UMBRELLA FORM				AGGREGATE	$
	☐ OTHER THAN UMBRELLA FORM					
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	$
					DISEASE-POLICY LIMIT	$
					DISEASE-EACH EMPLOYEE	$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/SPECIAL ITEMS Re: All operations

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

CERTIFICATE HOLDER

California Department of Corrections and Rehabilitation
Office of Business Services
9838 Old Placerville Rd, Suite B-2
Sacramento, CA 95827
FAX (916) 255-6187

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions:

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
BID INCENTIVE INSTRUCTIONS

(09/03/09)

Please read the instructions carefully before you begin.

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

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

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

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

As applicable: (1) Awards based on low price - the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or $500,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed $500,000.

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

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

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

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

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

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

THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:

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

Other State and Federal Agencies, and Local Organizations:

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

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

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

RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to: http://www.pd.dgs.ca.gov/smbus/advocate.htm.

The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to www.pd.dgs.ca.gov/smbus and select:

- DVBE Trade Paper Listing (New 02/09) (pdf)
- DVBE Focus Paper Listing (New 02/09) (pdf)

U.S. Small Business Administration (SBA): Use the Central Contractor Registration (CCR) on-line database. *Internet contact only* –Database: www.ccr.gov/.	**FOR:** Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification.)
Local Organizations: Go to www.pd.dgs.ca.gov/smbus and select: DVBE Local Contacts (New 02/09) (pdf)	**FOR:** List of potential DVBE subcontractors
DGS-PD **EProcurement** Website: www.eprocure.dgs.ca.gov Phone: (916)375-2000 Email: eprocure@dgs.ca.gov	**FOR:** • SB/DVBE Search • CSCR Ads • Click on Training tab to Access eProcurement Training Modules including: Small Business (SB)/DVBE Search
DGS-PD **Office of Small Business and DVBE Services (OSDS)** 707 Third Street, Room 1-400, West Sacramento, CA 95605 Website: www.pd.dgs.ca.gov/smbus OSDS Receptionist, 8 am-5 pm: (916) 375-4940 PD Receptionist, 8 am-5 pm: (800) 559-5529 Fax: (916) 375-4950 Email: osdchelp@dgs.ca.gov	**FOR:** • Directory of California-Certified DVBEs • Certification Applications • Certification Information • Certification Status, Concerns • General DVBE Program Info. • DVBE Business Utilization Plan • Small Business/DVBE Advocates

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

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

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- 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 supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

BIDDER DECLARATION

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

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

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

_____

_____

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

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

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

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

Page_____ of _____

BIDDER DECLARATION Instructions

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

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

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

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

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

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

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

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

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

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

---

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Non-Small Business Preference Request and Subcontractor Acknowledgement

Name of Bidding Firm / Prime Contractor	CDCR IFB or RFP Number: C5613486-D
Total Dollar Value of Subcontractor Use	CDCR Bid Number: C5613486-D

This document confirms and acknowledges that the firm named below agreed to be identified by a bidding firm as a proposed small business or microbusiness (SB/MB) subcontractor or supplier for a CDCR agreement.

Subcontractor acknowledgements:

A. The subcontracting firm named herein has committed to perform or provide services/labor or supplies equal to a percentage of the total bid/cost proposal price submitted by the bidding firm named above.
B. The subcontracting firm named herein acknowledges the total dollar value of claimed participation identified above.
C. The subcontracting firm named herein agrees to provide the following subcontracted services/labor or supplies under the resulting contract if the bidding firm named above receives the contract award:

Provide a brief description in the box below of the commercially useful function(s) that the subcontractor/supplier identified herein will provide or supply. Attach additional page(s) if necessary.

The subcontracting firm named herein understands it is its sole responsibility to contact the bidding firm named above to learn if the Proposer was awarded the contract pursuant to the referenced bid number and to confirm its subcontract agreement. If the bidding firm named above receives an award based in part on non-small business subcontractor preference, the bidding firm/contractor is obligated to use each SB/MB subcontractor or supplier identified in its proposal unless a subcontractor substitution is requested after contract execution pursuant to Public Contract Code Section 4107 and Title 2 California Code of Regulations Section 1896.10.

The person signing below certifies the information supplied on this form is true and accurate to the best of their knowledge and agrees to allow the State to confirm this information, if deemed necessary.

Net Dollar Value of SB/MB Subcontractor Agreement:	**Total SB/MB Percentage:**	SB/MB Certification #:	SB/MB Certification Expiration Date:
Name of Proposed Subcontractor/Supplier:		Date Signed:	
Street Address:	City:	State:	Zip Code:
Telephone Number: ( )	SB/MB E-mail Address (if applicable):	SB/MB Federal Employer ID (FEIN) #:	
Printed/Typed Name:	Title:	**Signature of Subcontractor/Supplier Representative**:	
For State Use Only Information Verified by:		Date:	

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

DGS PD 843 (Rev. 9/2019)
Formerly STD. 843

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

SECTION 1

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

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

Solicitation/Contract Number: C5613486-D SCPRS Ref. Number: _____
(FOR STATE USE ONLY)

SECTION 2

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

☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.

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

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

(Printed Name of DV Owner/Manager)	(Signature of DV Owner/ Manager)	(Date Signed)
(Printed Name of DV Owner/Manager)	(Signature of DV Owner/Manager)	(Date Signed)

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

Firm/Principal Phone: _____ Address: _____

SECTION 3

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

☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.

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

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

(Printed Name)	(Signature)	(Date Signed)
(Address of Owner)	(Telephone)	(Tax Identification Number of Owner)

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

(Printed Name of DV Manager)	(Signature of DV Manager)	(Date Signed)

Page ____ of ____

PRINT CLEAR

DVBE Bid Incentive Request and Acknowledgement

Name of Prime Contractor:	CDCR IFB or RFP Number: C5613486-D

Completion of this document confirms DVBE BID Incentive request and acknowledges that the firm named below agreed to be identified by a bidding firm as a proposed DVBE subcontractor or supplier for a CDCR agreement. Unless otherwise stated, the DVBE incentive shall be equal to a bidder's DVBE participation level. Unless otherwise stated, the DVBE Bid Incentive is subject to a minimum of 3 percent and a maximum of 5 percent during the bid evaluation process. Each named DVBE must have an application on file with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Certification Services (OSDS) by 5:00 p.m. on the day bids are due. If the DVBE is a subcontractor, then they must acknowledge their participation as claimed herein via the DVBE Subcontractor/Supplier Acknowledgement below:

Subcontractor/Supplier Acknowledgement

Subcontractor acknowledgements:

A. The subcontracting firm named herein has committed to perform or provide services/labor or supplies equal to a percentage of the total bid/cost proposal price submitted by the bidding firm named above.
B. The subcontracting firm named herein acknowledges the total dollar value of claimed participation identified above.
C. The subcontracting firm named herein agrees to provide the following subcontracted services/labor or supplies under the resulting contract if the bidding firm named above receives the contract award:

Provide a brief description in the box below of the commercially useful function(s) that the subcontractor/supplier identified herein will provide or supply. Attach additional page(s) if necessary.

The subcontracting firm named herein understands it is its sole responsibility to contact the bidding firm named above to learn if the Proposer was awarded the contract pursuant to the referenced bid number and to confirm its subcontract agreement. If the bidding firm named above receives an award based in part on the DVBE incentive, the bidding firm/contractor is obligated to use each DVBE subcontractor or supplier identified in its proposal unless a subcontractor substitution is requested after contract execution pursuant to Public Contract Code Section 4107 and Title 2 California Code of Regulations Section 1896.10.

The person signing below certifies the information supplied on this form is true and accurate to the best of their knowledge and agrees to allow the State to confirm this information, if deemed necessary.

Total Dollar Value of DVBE Subcontractor Use:	**Total DVBE Percentage:**	DVBE Certification #:	DVBE Certification Expiration Date:
Name of Proposed DVBE Subcontractor/Supplier:		Date Signed:	
Street Address:	City:	State:	Zip Code:
Telephone Number: ( )	DVBE E-mail Address (if applicable):	DVBE Federal Employer ID (FEIN) #:	
Printed/Typed Name:	Title:	**Signature of Subcontractor/Supplier Representative**:	
For State Use Only Information Verified by:		Date:	

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID FOR PUBLIC WORKS

STATE OF CALIFORNIA)

COUNTY OF) ss.

)

_____ , being first duly sworn, deposes and
(NAME)

says that he or she is _____
(POSITION TITLE)

of _____,
(THE BIDDER)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

DATE:_____ BY:_____
(PERSON SIGNING FOR BIDDER)

Subscribed and sworn to before me on

_____

_____

(NOTARY PUBLIC)

(NOTARIAL SEAL)

By my signature hereunder, as Contractor, I certify to the following:

1. It is hereby mutually agreed that the Contractor shall forfeit to the State a penalty of $200 for each calendar day, or portion thereof, for each worker paid by him/her or subcontractor under him/her, less than the prevailing wage rate so stipulated and, in addition, the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.

2. Note that California Labor Code Section 1771.5 allows exemptions from the general prevailing wage rate under specific conditions for departments with Labor Compliance Programs.

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

4. Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice shall be paid the standard wage rate paid to apprentices under the regulations of the craft or trade at which he/she is employed and shall be employed only at the work of the craft or trade to which he/she is registered. The Contractor and each subcontractor must comply with the requirements of California Labor Code Section 1777.5 and any related regulations regarding the employment of registered apprentices.

5. The prospective Contractor and subcontractors shall comply with California Labor Code Section 1776 regarding recordkeeping.

6. The undersigned Contractor hereby further certifies under penalty of perjury that representations made in the bid with regard to the Contractor's license number, class, and license expiration date are true. Any bid not containing this information or a bid containing information which is subsequently proven false shall be considered non-responsive and shall be rejected. A requirement of the award of this contract shall be the presentation of a legible facsimile of the Contractor's pocket license which shall be valid for the type of work to be performed under this contract and shall be in force at the time of award and through the term of the contract.

Contractor's Name: _____
Contractor's Address: _____
Contractor's License Number and Class: _____
Contractor's License Expiration Date: _____
Signature: _____ Date: _____

NOTE: The above information may not encompass all of the requirements or may be incomplete. Contractor is responsible for verifying and applying all of the California Labor Code, including Sections 1770-1781 and 1810-1815.

PAYMENT BOND TO ACCOMPANY CONSTRUCTION CONTRACT

(Public Contract Code Sections 7103 and 10221)

BOND NO._____

The premium on this bond is _____ for the term of _____

Know All Men By These Presents:

That the State of California, acting by and through the_____, has awarded to _____whose address for service is _____, as Principal, a contract for the work described as follows:

Project Title: _____

Project Location: _____

WHEREAS, the provisions of Public Contract Code Sections 7103 and 10221 require that the Principal file a bond in connection with said contract and this bond is executed and tendered in accordance therewith.

NOW THEREFORE, Principal and _____, a Surety Corporation organized under the laws of _____, and authorized to transact a general surety business is in the State of California, as Surety, are held and firmly bound to the People of the State of California in the penal sum of_____, for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

1. That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety herein will pay for the same, otherwise this obligation is to be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.
2. This bond shall inure to the benefit of any persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigned in any suit brought upon this bond.
3. The aggregate liability of the Surety hereunder, including costs and attorney fees, on all claims whatsoever shall not exceed the penal sum of the bond in accordance with the provisions of Section 996.470(a) of the Code of Civil Procedure.
4. This bond is executed by the Surety, to comply with the provisions of Public Contract Code Sections 7103, 10221 and 10222, of Chapter 5, Title 3, Part 6, Division 4 of the Civil Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.
5. This bond may be cancelled by the Surety in accordance with the provisions of Section 996.310 et seq. of the Code of Civil Procedure.
6. This bond to become effective _____

_____ (NAME OF SURETY)

_____ (ADDRESS FOR SERVICE)

I certify (or declare) under penalty of perjury under the laws of the State of California that I have executed the foregoing bond under an unrevoked power of attorney.

Executed in _____ (CITY AND STATE) on_____ (DATE)

_X_____ (SIGNATURE OF ATTORNEY IN FACT)

_____ (PRINTED OR TYPED NAME OR ATTORNEY IN FACT)

STATE OF

CALIFORNIA Std. 807

(Rev. 10/2019)

SAMPLE

INSTITUTION NAME
PROJECT NAME

PERFORMANCE BOND SAMPLE

Bond No.

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT
Date:
Amount: **$**
Description (Name and Location):

BOND
Date (Not earlier than Construction Contract Date):
Amount: **$**
Modifications to this Bond: [_] None [_] See Page 3

CONTRACTOR AS PRINCIPAL
COMPANY: (Corporate Seal)

SURETY COMPANY: (Corporate Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:
Attorney-in-Fact

(Any additional signatures appear on page 3)

FOR INFORMATION ONLY-Name, Address and Telephone
AGENT OR BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

SAMPLE

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its rights to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

4.4.1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
4.4.2. Deny liability in whole or in part and notify the Owner citing reasons therefore.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available

SAMPLE

to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

Signature:_____
Name and Title:
Address:

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

END OF DOCUMENT

SAMPLE