INVITATION FOR BID

PROJECT
Condor GPS Services

EVENT #40049

LOCATION
Camp Roberts and Camp San Luis Obispo Training Sites

Issued August 12, 2026 by
STATE OF CALIFORNIA
OFFICE OF THE ADJUTANT GENERAL
STATE MILITARY DEPARTMENT
Purchasing and Contracting Branch
10601 Bear Hollow Drive, Box 12
Rancho Cordova, California 95670

Condor GPS Services
Camp Roberts and Camp San Luis Obispo, California
EVENT #40049

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SECTION 1

INVITATION FOR BID

1-01. **The State of California Military Department shall accept sealed bids until the date and time listed on the Key Action Dates, below, from qualified bidders offering to provide Condor GPS Services for Camp Roberts and Camp San Luis Obispo Training Sites in accordance with the terms, conditions, and requirements of this Invitation for Bid (IFB).The duration for this service is for 12 months.**

Key Action Dates

It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

Event	Date	Time (Pacific Time)
IFB available to prospective bidders	August 12, 2026	
Written Question Submittal	August 19, 2026	2:00 p.m.
Final Date and Time for **Bid Submission** and Request to **attend the bid opening in person** deadline	August 26, 2026	2:00 p.m.
Bid Opening	August 27, 2026	10:00 a.m.

Questions

A. **All questions regarding this IFB MUST be submitted to Jessica Jauregui at bids@cmd.ca.gov, no later than the date shown in Key Action Dates, above.**

B. **Subject line to include: Event #40049 – Condor GPS Services**.

C. **If an addendum is necessary, it will be issued in the event package at https://caleprocure.ca.gov/pages/Events-BS3/event-search.aspx prior to the Bid Opening.**

Bids

A. All bids must be submitted and received under **sealed** cover and sent to CMD by dates and times shown in **Key Action Dates**.

B. **Mail deliveries – tracking number information must be emailed per above.**

C. **Hand deliveries – Must be notified by email of this method per above.**

D. **Electronic Submission:**

1) Electronic bid submittals shall be sent to formalbids@cmd.ca.gov

2) All bid documents will be in a single attachment (as a PDF). If any bid information is in the body of the email, it shall be rejected.

3) Subject line must include the Event #40049, Condor GPS Services, 8/26/2026 and Contractor Business Name.

4) The bid submission email inbox (formalbids@cmd.ca.gov) is **ONLY** for formal bid submissions, contact the bids@cmd.ca.gov directly with contract questions.

Bid Opening

A. Bid openings will be held virtually.

B. In-Person bid opening by request

1) If you wish to request an in-person bid opening, you must request before the date shown on **Key Action Dates**.

2) To request to attend in-person, email bids@cmd.ca.gov

C. In-person Bid Opening location

Office of the Adjutant General, 10601 Bear Hollow Drive, Rancho Cordova, California 95670.

D. Public Bid Opening dial in information:

1) Dial in: +1 929-352-2689

2) Phone Conference ID: 368 422 031#

Bid Results

Official bid results will be posted on the FISCAL website: https://caleprocure.ca.gov/pages/Events-BS3/event-search.aspx , Department #8940, change event status to Historical.

A. Contractors bidding on this project are required to review the General Terms and Conditions and Contractor Certification Clauses located on the Department of General Services Web site at https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language . Select GTC 610 which will be made a part of the contract document by reference. By signing the bid proposal form, the bidder certifies under penalty of perjury, that the bidder has reviewed the clauses and agrees to be legally bound to the clauses.

B. Basis of award of this contract will be lowest responsive bid from a qualified, responsible bidder, taking into account the Small Business Preference (if applicable).

C. The Military Department has determined that there is not sufficient time provided for the State mandated DVBE requirements of this project. The Military Department waives all of the DVBE requirements on this project. Contractors are still encouraged to provide DVBE subcontractors but are not required to meet any minimum participation requirements.

D. The contractor awarded a contract based on this solicitation, by signing, the contract certifies under penalty of perjury under the laws of the State of California that the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq) and will provide a drug-free workplace. (See Paragraph 1-14 for additional information.)

E. During the bid opening in the event of a tie, the Military Department Contracting Officer shall conduct a coin toss to determine which of the two apparent low-cost bids will be assessed for further compliance with the IFB and potential contract award. The coin toss shall be witnessed by a minimum of two personnel whose signatures and titles shall be posted to the bid results.

F. Bidders are not required to visit the worksite. Bidders are responsible for satisfying themselves as to the local conditions, to accurately measure area and insure the actual area of work for the preparation of their bid. Contractors bidding without visiting the worksite, do so at their own risk. Bidders can schedule a worksite visit by contacting **Jessica Jauregui at bids@cmd.ca.gov.**

1-02. The State is seeking a single bid, not to exceed, to be inclusive of all contract costs involved in performing the full scope of this service.

A. Bids **MUST** be submitted for the entire work described therein. Any deviation from the specification will not be considered and will be cause for rejection of bid.

B. The Military Department reserves the right to reject any or all bids.

C. If applicable the prime contractor/bidder MUST be licensed by the State of California, Contractors State License Board (CSLB) in compliance with the following to perform services identified in the Technical Specifications.

D. If applicable all subcontractors MUST be licensed by the CSLB for the trade in which they will be performing. Bidders MUST list all subcontractors and subcontractor license numbers on page A-3 of the bidder's proposal form.

1-03. Contractor shall provide qualified and trained personnel during the contract period. Personnel skilled in the work to be done shall execute in a careful, neat, proficient manner, and in compliance with acceptable trade practices.

A. Specific schedule and definition of level of service will be found in Section 4 – Technical Provisions of this IFB.

B. All services called for in this IFB and the resulting contract will be performed in accordance with the specific requirements and schedule of performance found in Section 4.

C. Costs of developing and submitting proposals are entirely the responsibility of bidding individuals/firm and shall not be chargeable to or paid by the State of California.

D. **The Prime Contractor shall self-perform on the site with its own organization, work equivalent to at least twenty percent (20%) of the total amount of work to be performed under the contract. The Prime Contractor shall provide at all times sufficient competent labor, materials, and equipment to properly carry on the work and to ensure completion within the time agreed.**

1-04. **Questions regarding this IFB should be directed as follows: Please call Military Department personnel between 7:00 am and 3:30 p.m. Monday through Friday.**

A. **Contract administration, contractor qualifications and rules of bidding, contact Jessica Jauregui, at bids@cmd.ca.gov.**

1-05. The use of the proposal forms provided in this IFB is mandatory (or a xerox copy of the attached forms).

1-06. Bidders wishing to claim **SMALL BUSINESS PREFERENCE MUST** be certified by the Office of Small Business and Disabled Veteran's Business Enterprise prior to bid opening and will be verified by the Contracting Officer.

1-07. Withholding on Independent Contractors doing business with the State:

A. Pursuant to California Revenue and Taxation Code Section 18806.1, independent contractors may be subject to one (1) percent State Income Tax Withholding.

B. An independent contractor as defined in the Black's Law Dictionary is: "one who, in the exercise of independent employment, contracts to do a piece of work according to their own methods and is subject to their employer's control only as to the end product or final result of work."

1-08. Contract Standard Clauses - Bidder awarded a contact pursuant to this IFB will be required to sign contract documents containing the following provisions:

A. The Contractor agrees to indemnify and save harmless the Military Department, the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the contractor in the performance of this contract.

B. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

C. The State may terminate this agreement and be relieved of the payment of and consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may precede with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the contractor under this agreement and the balance, if any, shall be paid the Contractor upon demand.

D. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

E. Time is of the essence in this agreement.

F. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

G. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly provided.

H. Contractor swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board.

I. This contract may be amended during the period of contract performance, subject to the mutual agreement of parties.

J. This contract shall be subject to and construed in accordance with the laws of the State of California, whether or not specifically cited herein.

K. This agreement contains all the terms and conditions agreed to by all parties. No other understanding, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or to bind any of the parties hereto.

L. The contractor agrees to recognize the mandatory standards and policies relating to the energy efficiency in the State Energy Conservation Plan Title 23, California Code of Regulations, as required by the U.S. Energy Policy and Conservation Act (Public Law 94-165).

M. Contractor shall not enter into any subcontracts for the performance of the principle services to be rendered under this agreement without the express consent in writing of the State. Any subcontractors authorized to provide such services **MUST** meet and comply with all requirements set forth in this agreement.

N. All Contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under the contract (Government Code Section 10532) should the contract amount exceed $10,000.

O. Contractor agrees that the Military Department or its delegatee will have the right to review, obtain, and copy all records pertaining to performance of the contract. Contractor agrees to provide the Military Department with any relevant information requested and shall permit the Military Department access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Section 10115 et. seq. and Title 2, California Code of Regulations, Section 1896.60 et. seq. and for the purpose of determining compliance with the State requirements for M/WBE and DVBE. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

P. This agreement is valid and enforceable only if sufficient funds are made available by the Budget Act for each Fiscal Year of this agreement for the purposes of this contract. This contract is further subject to any additional restrictions, limitations, or conditions enacted by the Legislature and contained in the above Budget Bills or any statute enacted by the Legislature which may effect the provisions, terms, or funding of this or any subsidiary contract in any manner.

1-09. Contracts resulting from this IFB will be inclusive of the provisions of the standard clauses above, Section 2 (General Provisions), Section 3 (Insurance Liability), Section 4 (Technical Specifications) and the Proposal Form as fully set out in this solicitation.

1-10. Cancellation, Modification, and Waiver: The Military Department reserves the right to cancel or modify this IFB, in whole or in part. The Military Department may reject any or all bids or proposals for cause and may waive any immaterial deviation or defect in a bid or proposal. The Military Department's waiver of a deviation or defect shall in no way modify the IFB documents or excuse the contractor from full compliance with the IFB specifications if awarded the contract.

1-11. Protest Procedures: Protest of Award; If, prior to award of the contract, any bidder files a bid protest pursuant to and in conformance with the Public Contract Code, the contract will not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.

A. Such protest **MUST** be filed with the Department of General Services (DGS), Office of Legal Services (OLS).

B. Within five days after filing the protest, the protesting bidder shall file with DGS OLS a full and complete written statement specifying the grounds for the protest.

C. All protests **MUST** be in writing and received timely. Written protest notifications **MUST** be filed with the following:

Department of General Services
Office of Legal Service
Attention: Bid Protest Coordinator
707 Third Street, 7th Floor
West Sacramento, CA 95605
Bid Protest Coordinator Email Address: olsprotests@dgs.ca.gov

1-12. Bidders certified as a “Small Business” in accordance with Title 2, California Code of Regulations, Section 1896, et seq. shall be granted a five percent (5%) cost bid preference when a responsible non-small business has submitted the lowest-priced, responsive bid.

A. The rules and regulations of this law and applications for the State of California Small Business preference may be obtained from:

State Department of General Services, Procurement Division, Office of Small Business and DVBE Certification, 707 Third Street, 1st Floor, Room 400, West Sacramento, California 95605 - (916) 375-4940 voice, (916) 375-4950 24 hour recording, (916) 375-4950 facsimile

B. Bidder’s small business status shall be verified with the Office of Small Business and DVBE Certification. Bidders may use certified small business and/or small businesses that have applied for certification no later than 5 p.m. on the bid opening date and are subsequently granted certification.

1-13. Non-small business bidders shall be granted a five percent (5%) non-small business preference on a bid proposal when a responsible non-small business has submitted the lowest-

priced responsive bid. To be considered for the 5% cost bid preference non-small business bidders **MUST** meet the following conditions at the time of their bid submission:

A. Submit written certification with their bid cost bid package that states the firm commits to subcontract at least twenty-five percent (25%) of the firm's net bid price with one or more State of California certified Small Business (es).

B. Submit a list of the certified Small Business (es) with their cost bid package that the bidding firm commits to subcontract with for a commercially useful function in the performance of the contract. The bidder's list of subcontractors shall include the subcontractor's name, address, telephone number, description of the work to be performed and the dollar amount or percentage per subcontractor. If asked, CMD may request from Prime Subcontractor, a Payee Data Record (STD 204) from subcontractors.

C. Commercially useful function is defined as:

1) The contractor or subcontractor is responsible for the execution of a distinct element of the work of the contract; carrying out its obligation by actually performing, managing or supervising the work involved; and performing work that is normal for its business services and functions; and

2) The contractor or subcontractor is not further subcontracting a greater portion of the work than would be expected by normal industry practices.

3) The contractor or subcontractor is responsible, with respect to materials and supplies provided on the subcontract, for negotiating price, determining quality and quantity, ordering the material, installing (when applicable), and paying for the material itself.

4) A contractor or subcontractor will not be considered as performing a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to achieve the appearance of small business participation.

5) In the event of a precise tie a contract award shall be made as follows:

Tie between a:	**Award to:**
Certified Small Business and certified DVBE who is a certified Small Business	Certified DVBE
Certified Small Business and a non-small business who is eligible for the Small Business preference	Certified Small Business

1-14. A certified Small Business (SB) shall receive a 5% preference on a bid proposal when a responsible non-small business has submitted the lowest priced responsive bid.

A certified Disabled Veterans Business Enterprise (DVBE) shall receive a 5% preference on a bid proposal when a responsible non-DVBE has submitted the lowest priced responsive bid.

A firm that is certified as both a SB and DVBE shall receive a 10% preference on a bid proposal when a responsible non-small business and non-DVBE has submitted the lowest priced responsive bid.

Non-SB bidders claiming SB preference may be granted up to 5% incentive percentage on a bid proposal when a responsible Non-SB/DVBE has submitted the lowest priced responsive bid (Please see 1-13 for SB preference requirements).

For low-cost awards, application of the DVBE incentive cannot displace award to a #1 ranked small business.

The value of these SB/DVBE preferences are limited to $50,000 if the prime contractor is certified only as a SB or DVBE and $100,000 if the prime contractor is certified as both a SB and DVBE when a contract award is based upon award to the lowest compliant bid.

1-15. Drug-Free Workplace Certification: Senate Bill 1120, Chapter 1170, Statutes of 1990, requires state contractors to maintain a "drug-free workplace".

A. Every contractor **MUST** comply with the following:

1) Certify that the individual or organization "will provide a drug-free workplace" (Government Code Section 83355).

2) Publish a statement notifying employees that company policy prohibits specified activities involving controlled substances and defining actions to be taken for violating the policy (Government Code Section 8355(a)).

3) Establish a drug-free awareness program to inform employees about specified topics (Government Code Section 8355 (b)).

4) Provide the drug-free statement to each employee working on a state contract and require that these employees agree to abide by the terms of the statement (Government Code Section 8355(c)).

B. A state agency may cancel a contract if it finds that the contractor has falsely certified a drug-free workplace or failed to fulfill the requirements defined in Government Code Section 8355(a) thru (c). Every month the Department of General Services is required to publish a list of individuals and organizations whose contracts have been canceled; this list will appear in the State Contracts Register. State agencies are forbidden to contract with, or award to, individuals or organizations appearing on this list.

1-16. The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code section 10286, et seq., which prohibits state agencies from contracting with expatriate companies, unless they satisfy minimum requirements related to shareholder rights, or obtain a waiver, effective April 1, 2004. An expatriate company is a United States company that has moved, in name and on paper only, to a tax haven country (typically Bermuda or the Bahamas) and has no substantial business activities in the country of reincorporation.

1-17. Antitrust Claims (GC §§ 4552, 4553 & 4554) are hereby incorporated by reference and made part of this solicitation as if attached hereto. This provision can be viewed on the DGS/OLS website http://www.dgs.ca.gov/pd/Home.aspx

1-18. TACPA Preference, if applicable (GC § 4530, et seq. and 2 CCR § 189.30) is hereby incorporated by reference and made part of this solicitation as if attached hereto. Contact DGS/Dispute Resolution/Preference Program Section for information on TACPA at (916) 375-4604 or (916) 375-4600.

1-19. Loss Leader Provisions (PCC § 10344) are hereby incorporated by reference and made part of this solicitation as if attached hereto.

1-20. Iran Contracting Act Certification (PCC § 2202) are hereby incorporated by reference and made part of this solicitation as if attached hereto.

1-21. **All bids MUST have reached the Purchasing and Contracting Branch prior to bid opening time. Proof of receipt prior to deadline is a Military Department Purchasing and Contracting Branch Date Stamp. Bidders are cautioned that internal State handling of mail can add up to 24 hours to delivery time within the Department prior to date stamping.**

SECTION 2
GENERAL PROVISIONS OF SERVICE CONTRACTS

2-01. CLAUSE HEADINGS

Clause headings appearing in the contract have been included for the purpose of convenience and ready reference. They are not to be deemed to define, limit, or extend the scope or intent of the clauses to which they pertain.

2-02. PROPOSAL REQUIREMENTS AND CONDITIONS

a. Contractor's Responsibility: The bidder shall carefully examine the site of the work and all specifications of the services to be performed. The bidder shall investigate and satisfy themselves as to conditions to be encountered, the character of the premises in/on which the service is to be performed and the condition and operating characteristics of any installed machinery or equipment provided for contractor's use.

b. Proposal Form: The Military Department will furnish to each bidder a standard proposal form which, when filled out and executed, shall be submitted as their proposal. Proposals not presented on forms so furnished may be disregarded. All proposals shall give the prices proposed, both in writing and figures, and shall be signed by the bidder, or their duly authorized representative, with their address.

(1) If an individual makes the proposal, their name and post office address must be shown; if made by a firm or partnership, the name and post office address of the firm or partnership, and the signature of one or more general partners must be affixed.

(2) If made by a corporation, the proposal shall indicate the state in which the corporation was chartered, the name of the corporation and the title of the person who signs on behalf of the corporation. Corporations must be registered and in good standing with the California Secretary of State. Bids from corporations not in good standing will be rejected.

c. Rejection of Irregular Proposals: Proposals may be rejected if they show alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

d. Withdrawal of Proposals: Any proposal may be withdrawn at any time prior to the proposal submission deadline, provided that a request, in writing, executed by the bidder or his duly authorized representative, for the withdrawal of such proposal is filed with the Military Department. A telegraphic request is not acceptable. The withdrawal of a proposal shall not prejudice the right of a bidder to file a new bid. This article does not authorize the withdrawal of any proposal after the proposal submission deadline.

e. Public Opening of Proposals: Proposals will be collected at the time and place indicated in the solicitation document (RFP). Cost proposals are not announced or publicly read per SCM Volume 1 5.08, Secondary RFP.

f. Competitive Bidding:

(1) If more than an individual, firm, partnership, corporation, association, or any combination offers one proposal thereof, under the same or different names, all such proposals may be rejected. A party who has quoted on materials or work to a bidder is not thereby disqualified from quoting prices to other bidders.

(2) All bidders are put on notice that any collusive agreement fixing the prices to be proposed so as to control and effect the awarding of this contract is in violation of the competitive bidding requirements of the Public Contracts Code and may render void any contract let under such circumstances.

g. Small Business Preference:

(1) Preference will be granted to vendors approved and certified by the Office of Small Business Certification and Resources (OSBCR) and "small business" in accordance with Section 1896, et. seq. Title 2, California Code of Regulations.

(2) Application for "small business" certification must be submitted to OSBCR, 1808 14th Street, Suite 100, Sacramento CA 95814, and must be on file in that office not later than 5:00 PM on the closing date for receipt of bids for this project.

(3) Vendors requesting small business preference must also complete the Small Business Preference section on the Military Department proposal form.

(4) Questions regarding qualifications and application of this preference should be directed to OSBCR at (916) 322-5060.

h. Statement of Compliance Applicable to Contracts of $5,000 or more: The prospective contractor's signature affixed on the proposal form and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the bidder has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

2-03. AWARD AND EXECUTION OF CONTRACT

a. No public official or state employee shall be admitted to any share or part of this contract or to any benefit that may arise there from.

b. It is the policy that the Military Department not solicit proposals unless there is a bona fide intention to award a contract. However, the Military Department reserves the right to cancel this solicitation at any time and not to award a contract if it is determined to be in the best interest of the State to do so.

c. The Military Department reserves the right to reject any and all proposals, and, further, reserves the right to waive any informality in proposals received as it may be determined to be in the best interest of the State.

d. Award of Contract: Award of the contract, if awarded, will go to the highest scored responsive proposal whose proposal complies with all the requirements prescribed herein.

(1) Date of award shall be the date a contract is offered for signature to a successful bidder. Contractor may not commence contract performance until final review and approval by the State (see paragraph 2-04, below).

(2) Award of a contract may be delayed following proposal submission deadline due to the Military Department's requirement to check necessary licenses and/or permits of the apparent highest scored proposal; the requirement to determine apparent highest scored proposal's legal status to contract with the State; and/or the Military Department's need to evaluate data submitted by bidder to meet the State Mandated Disabled Veteran Business Participation Requirements, if called for in the RFP.

e. Execution of Contract: The contract shall be signed by the successful bidder and returned within seven (7) days of receipt, not including Saturdays, Sundays, and legal holidays, together with the contract bonds (if any required).

f. Failure to Execute Contract: Failure to sign a contract as provided herein within seven (7) days, not including Saturdays, Sundays, and legal holidays, after successful bidder has received the contract for execution, shall be just cause for annulment of the award.

(1) If the successful bidder refuses or fails to sign the contract, the Military Department may award the contract to the second highest scored responsive proposal.

(2) If the second highest scored responsive proposal refuses or fails to execute the contract, the Military Department may award the contract to the third highest scored responsive proposal.

g. Release of Bid Bonds: If bid bonds were required on the project, it is the policy of the Military Department to hold the bonds of the three highest scoring proposers until an executed and fully approved contract is in place.

h. Americans With Disabilities Act (ADA): By signing the contract awarded by this RFP, the Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

i. Subcontracting: Contractor shall not subcontract any services under this agreement without prior approval of the State Military Department's Contracting Officer.

j. Capacity: The Contractor, and the agents and employees of the Contractor, in the performance of this agreement, shall act in an independent capacity and not as an officer or employee or agent of the State of California.

2-04. CONTRACT REVIEW AND APPROVAL

a. This contract will not be effective, nor binding upon the State until it is fully approved by the State of California and a completely executed copy is returned to the Contractor. The State is not responsible for any work performed by the contractor prior to the date of final contract approval.

b. Should the Contractor begin work in advance of receiving notice that the contract has been approved as above provided, any work performed by them in advance of the said date of approval shall be considered as having been done by them at their own risk and as a volunteer unless said contract is so approved.

c. Award of this contract may be subject to the review and approval by The Department of General Services.

2-05. AMENDMENTS

a. The State reserves the right to order in writing, changes, alterations, omissions, or additions in the specifications, at any time prior to the formal completion and acceptance of the work without in any way voiding the contract, and the contractor shall comply with such order. The contractor may also request changes in the work.

b. Any change or deviation from the contract specifications made without authority in writing from the Military Department's Contracting Officer in the form of an amendment to the original contract will be the responsibility of the contractor. Except where otherwise expressly provided in these articles, no such changes shall be made nor adjustment in compensation recognized unless the contractor receives an executed contract amendment prior to making the changes.

c. Changed work shall be performed completely and in accordance with the original contract specifications except for the deviations specifically called for by the amendment. Materials used on changed work shall be as specified in the original contract documents insofar as they do not conflict with the conditions set forth in the amendment. All changed work will be prosecuted by the contractor with due diligence, and with an efficiency of labor and equipment at least equal to that exercised as to the rest of the work of the contract.

2-06. FEDERAL TAX IDENTIFICATION NUMBER

a. All contractors are required to provide the Military Department with the contractor's assigned Federal Tax I.D. Number when proposals are submitted.

b. Contractors who are individuals not otherwise assigned a Federal Tax I.D. Number will provide their respective Social Security Account Number.

c. The State of California will report all payments made to contractors in accordance with Section 6041 of the Internal Revenue Code and/or Section 18802 of the State Revenue and Taxation Code.

2-07. CONTRACTOR'S INSURANCE REQUIREMENTS

a. Specific requirements as to type of insurance (comprehensive bodily injury, property damage liability, etc.) and the dollar value coverage limits will be set out in the Insurance Liability Section of the RFP.

b. General requirements applicable to all insurance coverage offered to meet contract requirements (if insurance is required in the Insurance Liability section).

(1) Evidence of insurance shall meet the requirements specified in the contract and shall be of a form and content acceptable to the Department of General Services, Office of Insurance and Risk Management.

(2) Evidence of insurance shall be returned to the Military Department when signed contracts are returned (prior to any performance by Contractor) and shall be subject to acceptance by the State.

(3) The insurance will be issued by an insurance company acceptable to the Department of General Services, Office of Insurance and Risk Management, or be provided through partial or total self-insurance acceptable to the Department of General Services.

(4) The certificate of insurance shall state a limit of liability of not less than that specified in the contract and clearly show that specified activities are protected through comprehensive general liability, and additional insurance (such as automobile liability insurance in case motor vehicles are used in performance of the contract) as may be necessary.

(5) The certificate of insurance will provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State.

(6) The certificate of insurance will provide that the State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this contract are concerned.

c. The State shall not be responsible for premiums or assessments on any necessary policies.

d. Contractor's Responsibility for Workman's Compensation Coverage (Required on all contracts).

(1) Submission of bid constitutes certification by the contractor as follows: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workman's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

(2) The Contractor will be required to secure (in a manner and in the amount acceptable to the Director of Industrial Relations) the payment of compensation to his employees in accordance with provisions of Labor Code Section 3700.

e. Any and all costs associated with providing required insurance coverage (including Workman's

Compensation and Unemployment Insurance as applicable) shall be solely the responsibility of the Contractor. The State shall not be responsible for premiums or assessments on any policy.

2-08. The prevailing wage rates applicable to personnel service contracts is established by the Department of Human Resources.

a. Government Code Section 19134 requires the Department of Human Resources to set the rates departments must pay if they employ individuals through personal service contracts for the services listed in the contract. The rates are set at 85% of the State's salary and benefit costs for state employees performing similar duties.

b. "Benefits" includes health, dental, vision, holidays, sick leave, vacation, and retirement.

c. Copies of the General Prevailing Wage rate for the applicable class title are available at the web site for the State of California Department of Human Resources. Follow the link and click on the most current year for those rates:
https://www.calhr.ca.gov/about-calhr/divisions-programs/labor-relations/personal-services-contracts/

2-09. LEGAL RESPONSIBILITY OF CONTRACTOR

a. Licensing Requirements: Any and all costs associated with obtaining required licenses and/or permits necessary for Contractor to perform services required under this contract shall be solely the responsibility of the contractor.

(1) Contractor may cause employees to pay the actual individual license/registration fee for a license or permit necessary for that employee to practice or be employed at the employee's specific trade or profession (absent a valid-collective bargaining agreement to the contrary).

(2) Contractor may not require nor allow any employee to pay any portion or licensing fees or permits required for Contractor to operate under this contract.

b. The Contractor shall keep informed of, observe, and comply with, and cause all of his agents and employees to observe and comply with all prevailing Federal and State laws, and all rules and regulations made pursuant to said Federal and State laws, which in any way effect the conduct of the work of this contract.

c. If any conflict arises between provisions of the contract and any State law or local ordinance of the jurisdiction in which the service is to be performed, the Contractor shall notify the State at once in writing. The Contractor shall protect and indemnify the State or any of its officers, agents, and servants against any claim or liability arising from, or based on, the violation of any such law or regulation, whether by himself or his agents or employees.

d. No advertising of any description will be permitted in or about the work site except by order of the State.

e. Strict prohibition against committing any nuisance in or about the work site must be maintained. Conveniences provided for employees shall be maintained in sanitary condition.

f. The Contractor shall promptly remove any contractor employee that the State may deem incompetent or disorderly from the premises. Further, upon written notification to the Contractor by the State, such removed contractor employee shall not be re-admitted to the work site by Contractor, nor shall such removed contractor employee be reassigned by Contractor to any other work site at which Contractor might coincidentally be performing similar services for the Military Department.

g. Contractor shall be responsible for the repair and/or replacement of any government property that is damaged, destroyed or converted by his employees. If Contractor fails to pay such damages, the State

may deduct the amount thereof from any money due, or that may become due, to the Contractor under the contract.

2-10. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide, established commercial selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in it discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

2-11. NO PERSONAL LIABILITY

Neither the Adjutant General of the State of California nor any other officer or authorized employees of the Military Department shall be personally responsible for any liability arising under the contract.

2-12. FAIR EMPLOYMENT PRACTICES

a. The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practices Section.

b. The Contractor will send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding, a Notice to Labor Unions, to be provided by the awarding authority, advising the said labor union of worker's representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

c. The Contractor will permit access to record of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment Practices Commission, the awarding authority or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

d. A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the contractor to be not a "responsible bidder" as to future contracts for which such contractor may submits bids.

e. The awarding authority shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it investigated and determined that the contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

f. Nothing contained in this Fair Employment Practice section shall be construed in any manner or fashion so as to prevent the awarding authority of the State of California from pursuing any other remedies that may be available at law.

g. Nothing contained in the Fair Employment Practices section shall be construed in any manner or fashion so as to require or permit the hiring of an employee not permitted by the National Labor Relation Act.

h. Non-Discrimination Provisions: Content and language or State Standard Form 17B (Non-Discrimination Clause) is adopted and is fully effective for all operations and services called for in performance of this contract. This clause is found at the conclusion of Section 2, General Provisions of Service Contracts, of this contract.

2-13. ACCIDENT PREVENTION

Precautions shall be exercised at all times for the protection of persons (including employees) and property. The Contractor shall comply with all applicable laws relating to safety precautions, including the safety regulations of the Division of Industrial Safety, Department of Industrial Relations, of the State of California.

2-14. RESOLUTION OF DISPUTES

Should any discrepancies, omissions, or errors be found in the contract document or should any questions arise concerning interpretation or clarification of the contract documents or it appears that the work to be done or any matters relative thereto are not sufficiently detailed or explained in the contract documents, the Contractor shall immediately notify the Military Department Contracting Officer through the Contracting Officer's Representative and request interpretation, clarification or furnishing or additional detailed instructions concerning contract performance. All questions shall be resolved within a reasonable time by the Military Department Contracting Officer whose decision shall become final and conclusive.

2-15. MILITARY DEPARTMENT PROPERTY

a. Any and all materials developed during the performance of the awarded contract become the property of the Military Department. Titles and rights are vested with the State of California.

b. The Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written on graphic work produced in the performance of this agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrighted by the Contractor, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish and use of work, or any part thereof, and to authorize others to do so.

2-16. OPERATION AND MAINTENANCE OF RENTAL EQUIPMENT

a. The Contractor shall at its own expense maintain the equipment and its appurtenances in good repair and operative condition and replace any equipment not in good mechanical condition.

1. If the State does not elect to maintain the equipment, the contract will place the obligation on the contractor, as lessor, to keep the equipment in good working order and to make all necessary repairs and adjustments without qualification, with a clear right in the State to terminate or cease paying rent should the contractor fail to maintain the equipment properly.

2. The contract must clearly provide that the State does not have responsibility for loss or damage to the rented equipment arising from causes beyond the control of the State.

b. Rental will be paid for the actual time equipment is in operating condition. No payment will be made for time of breakdown or repairs.

c. The Contractor shall furnish all fuel and lubricants and all repairs including labor, material, parts, and other items at its own expense.

d. The State will not be responsible for the wear and tear on the equipment or its appurtenances.

2-17. RENTAL EQUIPMENT INDEMNIFICATION

a. The Contractor shall indemnify the California State Military Department for any claims against the California State Military Department for loss or damage to the Contractor's property or equipment during its use under this agreement and shall, at the Contractor's own expense, maintain such fire, theft, liability, or other insurance as deemed necessary for this protection. The Contractor assumes all responsibility, which may be imposed by law for property damage or personal injuries caused by equipment furnished under this agreement.

2-18. PERFORMANCE BY CONTRACTOR

a. The Contractor shall give his personal superintendence to the work performed by his employees. The Contractor shall be available at reasonable times and with reasonable notice to report to and confer with the Contracting Officer's Representative (COR) concerning employee's performance.

b. The contract shall be performed by the Contractor to include his or her employees. Use of subcontractors without written approval of the Military Department Contracting Officer is expressly prohibited.

c. The Contractor shall observe that the State reserves the right to do other work or perform other services in connection with the project or adjacent thereto by contract or otherwise, and they shall at all times conduct their work so as to impose no hardships on the State or others engaged in the work, nor to cause any unreasonable delay or hindrance thereto.

d. The Contractor shall indemnify and hold the State harmless for any claims against the State arising from the Contractor's failure to conduct, adjust, correct, and coordinate their work with the work of others engaged in work on the same or adjacent premises.

2-19. CONTRACT TERMINATION

a. Failure to Perform: Time is of the essence in this agreement, and, in case the Contractor fails to perform the services called for in the agreement, the State may at its election terminate the contract. Such termination shall be in addition to and not in lieu of any other legal remedies provided by this contract or by law.

b. Termination - Bankruptcy: In the event proceedings in bankruptcy are commenced against the Contractor, or Contractor is adjudged to be bankrupt or a receiver is appointed and qualifies, the State may terminate this agreement and all further rights and obligations hereunder, by giving five days notice in writing in the manner specified herein.

c. Termination at State's Option: The State may at it option terminate this contract at any time upon giving thirty (30) days advance notice in writing to Contractor in the manner herein specified. In such event, Contractor agrees to use all reasonable efforts to mitigate his expenses and obligations hereunder. In such event, the State shall pay Contractor for all satisfactory services rendered prior to such termination; for all expenses incurred by Contractor prior to said termination which are not included in charges for services rendered prior to termination and which could not, with reasonable efforts by Contractor, have been avoided, but not in excess of contract maximum payable.

d. Termination in Event of Breach: In the event of any breach of this contract, the State may, without any prejudices to any of its legal remedies, terminate this contract upon five day written notice to the Contractor. In such event, the State shall pay the Contractor only the reasonable value of services

theretofore rendered by him as the parties may agree the same upon or determined by court of competent jurisdiction.

e. Waiver: No waiver by the State of any breach of this contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of the State to enforce at any given time the provisions of this agreement, or to not require at any time performance by Contractor of any of the provisions, shall in no way be construed to be waiver of such provisions, nor in any way to effect the validity of this agreement, or part thereof, on the right of the State to therefore enforce each and every such provision.

2-20. PAYROLLS AND BASIC RECORDS

a. Contractor shall maintain payrolls and related basic records during the period of the agreement and shall preserve them for a period of three (3) years thereafter for all employees working at the site of the work. Such records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contribution for, or costs assumed to provide, fringe benefits), daily and weekly number of hours worked, deductions made and actual wages paid.

b. The Contractor shall make such records available for inspection by authorized representatives of the Contracting Officer, officers of the Department of Labor, and representatives of the State Bureau of Labor Standards Enforcement, and shall permit such authorized individuals to interview employees during working hours on the job.

c. Such records shall be available for examination by the Auditor General as required in paragraph 2-21 of this contract.

2-21. CONTRACT MANAGER (CM)

To enable the Military Department to effectively administer this contract, A CM will be appointed whose duties and responsibilities will be as follows:

a. The CM is the point of contact and liaison between the Contractor and the State Military Department. The CM is charged with the responsibility of being the on-site representative of the Military Department's Contracting Officer, to insure proper and timely execution of the contract. This officer will be identified to the Contractor prior to commencement of contract performance. CM will make general inquiries and observations to gauge contract compliance and will afford the Contractor an opportunity to correct any items apparently not in compliance.

b. The CM is authorized to make decisions with respect to minor adjustment to meet local conditions that do not obligate the payment of money by the State and do not change the scope or specifications of the contract. If any changes to provisions do involve changes in dollar value or contract scope, the Military Department Contracting Officer may only make such changes.

2-22. LEGAL NOTICE BETWEEN PARTIES

a. Legal notice to either party may be given by certified mail, properly addressed, postage fully prepaid, to addresses specified herein, or by personal delivery.

b. For the Military Department, the mail delivery address is:

State of California, Military Department, ATTN: NGCA-JSD-SC
10601 Bear Hollow Drive (Box 12), Rancho Cordova, CA 95670

c. For the Military Department, personal delivery may be made to:

State of California, Military Department, ATTN: NGCA-JSD-SC
10601 Bear Hollow Drive (Box 12), Rancho Cordova, CA 95670

d. For Contractor legal notice, address shall be as shown on the Standard Agreement (STD Form 213) which bears signature of both parties.

2-23. EVALUATION OF CONTRACTOR PERFORMANCE

The Military Department at the conclusion of the term of this contract will evaluate contractor's performance in writing. Negative evaluations shall be filed with the Department of General Services, which shall make a copy available to any State agency upon request. All other evaluations will be filed in the contract file and a copy made available to the contractor on written request.

2-24. CONTRACTOR'S PRIORITY HIRING CONSIDERATIONS

a. If the value of this contract exceeds $200,000.00, Contractor is required to give priority consideration in filling vacancies in positions funded by this contract to qualified recipients of aid under Chapter 2 (commencing with Section 11200) of Part 3 of Division 9 of the Welfare and Institutions Code.

b. This provision shall not be construed so as to do any of the following:
(1) Interfere with, or create a violation of the terms of valid collective bargaining agreements;

(2) Require the Contractor to hire an unqualified recipient of aid;

(3) Interfere with, or create a violation of any federal affirmative action obligation of a contractor for hiring disabled veterans or veterans of the Vietnam era; or,
(4) Interfere with, or create a violation of the requirements of Section 12990 of the Government Code.

2-25. AUDIT BY STATE AUDITOR

If the value of this contract exceeds $10,000.00, parties shall be subject to the examination and audit by the State Auditor for a period of three years after final payment under this contract.

2-26. SEPARABILITY OF PROVISIONS

Each and every clause and provision of this contract is intended to be separable such that any future determination that a specific provision is void shall have no effect upon the contract as a whole nor upon any other provision not so determined.

2-27. AGREEMENT IS COMPLETE

Other that as specified herein, no document or communications passing between the parties hereto shall be deemed a part of this agreement.

2-28. NON-DISCRIMINATION CLAUSE (OCP- 1)

a. During the performance of this contract, the contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment 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. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and

subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

2-29. CONTRACTS FUNDED IN WHOLE/IN PART BY THE FEDERAL GOVERNMENT

a. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

b. This contract is valid and enforceable only if the United States Government makes sufficient funds available to the State for each Fiscal Year of the agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms or funding of this contract in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

d. The department has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

2-30. SUSPENSION AND DISBARMENT

By entering in this contract your firm and its principals certifies that it has not been suspended or disbarred from any Federal contracts and does not appear on the Excluded Parties List System (EPLS). In addition, your company certifies that all your organization's subcontractors and its principals have not been suspended or disbarred from any Federal contracts and does not appear on the Excluded Parties List System (EPLS).

2-31. DISABLED VETERAN PARTICIPATION RECORDS

Contractor/Vendor agrees that the awarding department or its delegate will have the right to review, obtain, and copy all records pertaining to performance of the contract. Contractor or vendor agrees to provide the awarding department or its delegate with any relevant information requested and shall permit the awarding department or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with public Contract Code Section 10115 et seq. and Title 2, California Code of Regulations, Section 1896.60 et seq. Contractor or vendor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

2-32. CONTRACT FUNDING BY FISCAL YEAR DURING THE TERM OF THE CONTRACT

a. Contractor acknowledges that funding for services performed during the period of this Agreement is contingent on the passage and approval of the State Budget for each Fiscal Year.

b. It is mutually agreed that if the State does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

c. The department has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

2-33. FORCED, CONVICT, AND INDENTURED LABOR

Contractor certifies, by submitting a bid, that no foreign-made equipment, materials, or supplies furnished to the State pursuant to the contract/agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor. The contractor agrees to comply with the requirements of Public Contract Code, Section 6108.

2-34. RECYCLING CERTIFICATION

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233,10308.5, 10354).

2-35. CHILD SUPPORT COMPLIANCE ACT

For any contract in excess of $100,000.00, the contractor acknowledges in accordance with, that:

a.) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

b.) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

2-36. PROGRESS PAYMENTS

In accordance with Public Contracts Code Section **10346**, Contracts may provide for progress payments to contractors for work performed or costs incurred in the performance of the **contract**. Not less than 10 percent of the **contract** amount shall be withheld pending final completion of the **contract**. However, if the **contract** consists of the performance of separate and distinct tasks, then any funds so withheld with regard to a particular task may be paid upon completion of that task.

2-37. PROMPT PAYMENT

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

2-38. STATEMENT OF COMPLIANCE

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code 12990(a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2-39. 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, as required by Government Code Section 8355(a).

(b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

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) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:

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

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both and the contractor or grantee may be ineligible for award of any future state contracts if the department determines that any of the following has occurred: (1) the contractor or grantee has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

2-40. 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.)

2-41. 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.

2-42. EXPATRIATE CORPORATIONS

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

2-43. 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 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).

2-44. DOMESTIC PARTNERS

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

2-45. CONFLICT OF INTEREST

a. Current State Employees:

(1) No State officer or employee shall engage in any employment, activity, or enterprise form 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 State officer or employee shall contract on his or her own behalf as an independent contractor with any State Agency to provide goods or services.

b. Former State employees:

(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 twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service. (PCC 10410 and 10411 et seq.)

2-46. 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).

2-47. 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.)

2-48. 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.

2-49. 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.

2-50. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

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

2-51. EXECUTIVE ORDER N-12-23 – GENAI TECHNIOLOGY USE & REPORTING

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 / Contractor must notify the State in writing if their solution or service includes, or makes available, any GenAI, including GenAI from third parties or subcontractors.

The State has developed a GenAI Reporting and Factsheet (STD 1000) to be completed by the Bidder / Offeror / Contractor .

Failure to submit the GenAI Reporting and Factsheet (STD 1000) will result in disqualification of the Bidder / Offeror / Contractor. Failure to report GenAI to the State may void any resulting contract. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.

Upon receipt of a Bidder / Offeror / Contractor GenAI Reporting and Factsheet (STD 1000), 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.

END OF SECTION

SECTION 3
BID SUBMISSION, CONTRACT AWARD, AND INSURANCE LIABILITY

3-01. Bid Description: The State is seeking bids based on a single lump sum quotation inclusive of all Contractors' costs involved in performing the full scope of this service.

a. Bids will be submitted for the entire scope of work as described in Section 4 of this IFB. Any deviation from the specification (including qualified bids) will not be considered a valid proposal and will be cause for rejection.

b. Proposals must be signed by the bidder or by an officer of the bidder who has authority to sign contracts binding upon the bidder. Unsigned proposals will be rejected. **Bidders are required to submit one (1) original Signed Proposal.**

3-02. Bid Opening: At time and date as stated in Section 1, paragraph 1-01, all bids received will be publicly opened and read at the Office of the Adjutant General, 10601 Bear Hollow Drive Rancho Cordova, CA 95670.

a. All bids must have reached the Purchasing and Contracting Branch prior to bid opening time.

b. PROOF OF RECEIPT PRIOR TO DEADLINE IS A MILITARY DEPARTMENT PURCHASING AND CONTRACTING BRANCH DATE STAMP. BIDDERS ARE CAUTIONED THAT INTERNAL STATE HANDLING OF MAIL CAN ADD UP TO 24 HOURS TO DELIVERY TIME WITHIN THE DEPARTMENT PRIOR TO DATE STAMPING.

3-03. Bid Forms: Proposals must be submitted on official Military Department forms (or copied reproduction thereof) or bid will be rejected.

3-04. Bid Withdrawal: Prior to the published time and date, a proposal may be withdrawn by submitting a written request signed by the bidder or a duly authorized officer of the bidder. The Military Department will not accept telephonic nor telegraphic bids, or telephonic/telegraphic requests to modify or withdraw bids. Bids may not be withdrawn after published bid opening time on the proposal due date. All bids offers will remain in effect until the contract is awarded by the State.

3-05. Rejection and Waiver: The State may reject any or all bids and may waive any immaterial deviation. The State's waiver of an immaterial deviation shall in no way modify the Invitation for Bids (IFB) or excuse the bidder from full compliance with the objectives if the bidder is awarded the contract.

3-06. Basis of Award of Contract: The basis of award of this contract will be the lowest responsive bid from a qualified, responsible bidder; then taking into account Small Business Preference (if Applicable), See section 1, paragraph 1-12 and Section 2, paragraph 2-02 g for more information.

3-07. Protests:

a. Whenever a contract is awarded under a procedure, which provides for competitive bidding, but the contract is not to be awarded to the low bidder, the low bidder shall be notified within five (5) working days prior to the award of the contract. Upon written request by any bidder who has submitted a bid, notice of the proposed award shall be posted in a public place in the offices of the contracting agency at least five (5) working days prior to awarding the contract.

b. If prior to the award, any bidder files a protest with the State agency against the awarding of the contract on the grounds that he or she is the lowest responsible bidder meeting the specifications of the contract, the contract shall not be awarded until either the protest has been withdrawn or the State Military Department has decided the matter.

c. Within five (5) days after filing the protest, the protesting bidder shall file with the Department a full and complete written statement specifying the grounds for the protest (see Section 1, paragraph 1-11, Protest Procedures).

1. General Provisions Applying to All Insurance Policies

a. Coverage term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.

b. Policy Cancellation of Termination and Notice of Non-Renewal – Contractor shall provide to the State within five (5) business days following receipt by contractor a copy of any cancellation or non-renewal of insurance required by this contract. In the event the contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event, subject to the provisions of this contract.

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

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

e. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

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

g. Inadequate Insurance – Inadequate of lack of insurance does not negate the contractor's obligations under the Contract.

2. Insurance Requirements

a. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury and property damage liability. The policy must include coverage for liabilities arising out of premises operations, independent contractors, products/completed operations, personal & advertising injury and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

- **Carrier issued additional insured endorsement with "Military Department, State of California, its officers, agents and employees," only with respect to work performed under this contract.**
- **Primary and Noncontributory endorsement.**

This endorsement must be supplied under form acceptable to the DGS Office of Risk and Insurance Management.

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

b. Automobile Liability – If applicable, the certificate of insurance shall state an amount of Automobile Liability of no less than $1,000,000 per occurrence for bodily injury and property damage liability combined.

The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

c. Workers' Compensation and Employers' Liability – Contractor shall maintain statutory workers' compensation and employers' liability for all its employees who will be engaged in the performance of the contract. Employers' liability limits of $1,000,000 are required.

When is performed on State owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State. Required is a carrier issued waiver of subrogation endorsed with

"Military Department, State of California, its officers, agents, and employees."

3. Terms of Policy (breakdown in accordance with the above requirements):

a. Minimum limit of coverage of the policy shall be:

(1) **Vehicle Liability (BI & PD): $1,000,000 per occurrence**
(2) **Public Liability: $1,000,000 per occurrence/$2,000,000 Aggregate**
(3) **Workers Compensation: Statutory**

b. State shall not be responsible for premiums or assessments on the policy.

c. **The Military Department, The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed under this contract.**

NOTE: THE ENDORSEMENT SHEET MUST INCLUDE THE LANGUAGE AS WRITTEN IN PARAGRAPH c. ABOVE.

Certificate of Insurance is to be mailed to the following address:

Military Department
NGCA-JSD-SC (Future Contract #)
10601 Bear Hollow Drive, Box 12
Rancho Cordova, CA 95670

The above certifications must be provided to the Military Department upon request of the Military Department's Contracting Officer and mailed to the address above.

STATEMENT OF WORK

CALIFORNIA CONDOR PRESENCE
AND
MOVEMENT PATTERNS
AT
CAMP ROBERTS AND CAMP SAN LUIS OBISPO
TRAINING SITES

CALIFORNIA MILITARY DEPARTMENT
MARCH 2026

I. BACKGROUND AND OBJECTIVES

A. Background

In 1997, Ventana Wildlife Society began releasing California Condors (*Gymnogyps californianus*) in Big Sur, California with the goal of recovering a self-sustainable wild population in central California. Since then, the central California population has increased to approximately 113 birds in the wild (as of 2024). The abundance and distribution of condors in central California has grown thanks to successful pairing and reproduction of condors in the wild, successful scavenging of marine and land mammal food sources, regular releases of captive-bred birds, the addition of release sites in Pinnacles National Park (2003) and San Simeon (2015), and the management of the flock and their threats.

Both Camp Roberts (CR) and Camp San Luis Obispo (CSLO), collectively referred to as "the installations", are within the condor's range, but condor's use of the installations is relatively unknown. The installations are located almost directly between the release sites in Big Sur and Bitter Creek National Wildlife Refuge. While these two release sites have served as core areas of condor use, there has been little mixing of birds from the two populations. However, in addition to these two initial release sites, the more recent establishment of the San Simeon release site increases the likelihood of condors being present at the installations. Additionally, releasing more condors at San Simeon after the 2020 Dolan Fire, which destroyed the Big Sur release site, could result in more birds establishing home ranges on or in closer proximity to the installations. Condors have not been frequently observed at the installations, but sightings may become more frequent with the increasing populations and release sites because the natural lands on and adjacent to the installations provide scavenging opportunities and perhaps roosting and nesting sites. Because California Condors remain critically endangered throughout their range, it is important for the California Military Department (CMD) at CR and CSLO to consider measures to protect and manage individuals that might occur at CR and CSLO.

In recent years, satellite GPS technology has allowed for a detailed and efficient study of California Condor movement patterns. Currently, Ventana Wildlife Society (VWS) and Pinnacles National Park (PNP) are remotely tracking a portion of the birds in the central California population and managing a large database containing millions of condor locations. The U.S. Fish and Wildlife Service (USFWS) is doing the same for the southern California population. The VWS, PNP, and USFWS databases offer a non-invasive opportunity for the CMD to assess the presence and movement patterns of condors on their installations.

An analysis of condor use at CR was completed in 2021 and CSLO in 2022 (Ventana Wildlife Society). These analyses provided critical information on condor presence and proximity to the installations. The CMD proposes to obtain updated information on condor use of CR and CSLO to inform natural resource management strategies on the installations.

B. Objectives

This Statement of Work (SOW) outlines tasks required for the analysis of condor use in and around (meaning within 2 miles) CR and CSLO. No field work will be required. This SOW has four objectives:

1. Obtain existing condor GPS data from VWS, PNP, and USFWS for areas in and near CR and CSLO.
2. Analyze GPS data to determine condor use in and around CR and CSLO.
3. Create maps to display various types of condor activity in and near CR and CSLO.
4. Compile above information into a final report.

II. PROJECT AREAS

Camp Roberts is located in the southern portion of the Salinas River Valley in California, midway between San Francisco and Los Angeles, and approximately 27 miles east of the Pacific Ocean. The installation consists of approximately 43,000 acres of mostly gently rolling hills. Approximately 1,400 acres are developed. An 8,000-acre impact area is off-limits because of the presence of unexploded ordnance. Dominant plant communities at CR are grassland, oak savanna, oak woodland, chaparral, riparian woodland and scrub. Three rivers, the Nacimiento, Salinas, and San Antonio flow through the installation.

Camp San Luis Obispo is located along California State Route 1 midway between Morro Bay and San Luis Obispo in San Luis Obispo County. The original home of the California National Guard, Camp San Luis Obispo provides training for various military branches, and is home to the California Military Academy. The 5600-acre installation consists of a developed area with adjacent natural lands. Dominant habitat communities at CSLO are grassland, oak savannah, oak woodland, chaparral, and scrub.

Maps can be found at Attachment 1.

III. TASKS

Task 1: Coordination Meeting/Work Schedule

The Contractor shall participate in a pre-project coordination meeting with the CMD Contracting Manager (CM) which may be conducted over the phone, in person, or meeting platforms such as Microsoft Teams. The CM and Assistant CM contact will be provided to the Contractor upon contract execution. The Contractor will submit to the CM for approval a proposed work schedule for implementing each task specified in this SOW. The Contractor shall revise the work schedule until it is mutually acceptable to the contractor and the CMD in writing.

<u>Deliverables/Schedule:</u>

A. The Contractor will coordinate and attend a meeting with the CM within seven calendar days of the Notice to Proceed for the contract.

B. The proposed work schedule for each task in this SOW shall be submitted to the CM by email for approval within 15 calendar days of the coordination meeting.

Task 2. GIS Analysis and Map Preparation

The Contractor will acquire and review GPS data for California condors in the central and

southern California populations from 2020-2025. Using this data, the Contractor will identify condor presence on or over the installations and associate each datapoint with movement patterns (behavior), season, and year.

A. GPS data

1) The Contractor shall obtain condor occurrence GPS data from VWS, USFWS, and PNP for condor records in and near CR and CSLO.

2) Each installation must be treated as its own dataset. Data for both installations should not be combined to create a single dataset.

B. Data Analysis and Mapping

1) Determine the number of condor locations (occurrences) on CR and CSLO and the proportion of all condor locations on the installations.

2) Estimate the number of locations associated with ground perching, flight, and roosting behaviors for each installation.

3) Determine the number of locations for CR and CSLO in 3-month seasonal increments (Spring, Summer, Fall, Winter).

4) Determine the number of locations for CR and CSLO by year (2020 - 2025).

5) Determine the number of individual condors, sex, and age (if known) with locations on the installations.

6) Estimate average duration of visits to each installation by individual condors.

7) Produce a heat map of condor distributions on and near CR and CSLO.

8) Map potential feeding and roosting locations on CR and CSLO based on condor locations.

<u>Deliverable/Schedule</u>:

A. Acquire and analyze the data to produce maps of condor distributions and landscape use, including heat maps, and locations of potential feeding or roosting sites as identified above.

B. Maps and a summary of the analyzed data shall be submitted to the CM no later than 60 days after Task 1.

C. CMD will provide comments within 30 calendar days of receipt of the maps and data summary.

Task 3. Draft Report

A. Prepare a draft report of the presence and movement patterns of California condor at and near CR and CSLO. The report, detailing the work accomplished under this SOW shall contain:

1) A background section that discusses historic and current population status of California

condor in their known range.

2) A description of data acquisition and type of data used

3) A narrative of data analysis and findings

4) Tables summarizing data, where applicable

5) Maps providing visual and spatial information on condor use on and near the installations.

B. The draft report must address any comments or recommendations provided by the CMD from Task 2. Contractor to assume up to 3 rounds of comments and revision.

C. The report shall, and must be proofread and edited for content, numerical accuracy, spelling, punctuation, and grammar before submission. GIS analysis must be completed by someone with at minimum 2 years GIS experience and has previously completed spatial analysis using density analysis tools.

D. The report shall include at least the following sections: Table of Contents, Introduction, Methods and Materials, Results, Discussion, Recommendations, and References.

Deliverables/Schedule:

A. Submit via email the Draft Report (Microsoft Word and PDF formats) to the CM within 60 calendar days of the completion of Task 2.

B. The CMD will provide comments within 30 calendar days of receipt of the Draft Report.

Task 4. Final Report

Within 30 calendar days after receipt of CMD's comments, the Contractor shall submit a Final Report, responding to and considering comments by the CMD.

Deliverables/Schedule:

A. Submit via email the Final Report (Microsoft Word and PDF formats) to the CM within 30 calendar days of receipt of CMD comments on the Draft Report.

B. The Contractor will also submit standalone maps and associated GIS shapefiles.

IV. MATERIALS AND LABOR

A. CMD will provide the following information and materials within 7 days of the pre-project coordination meeting:

1) Installation maps and relevant biological and condor survey data and reports.

2) Copies of the CR AND CSLO Integrated Natural Resources Management Plans (INRMPs).

3) Relevant GIS shapefiles.

B. The Contractor shall provide the following labor and materials:

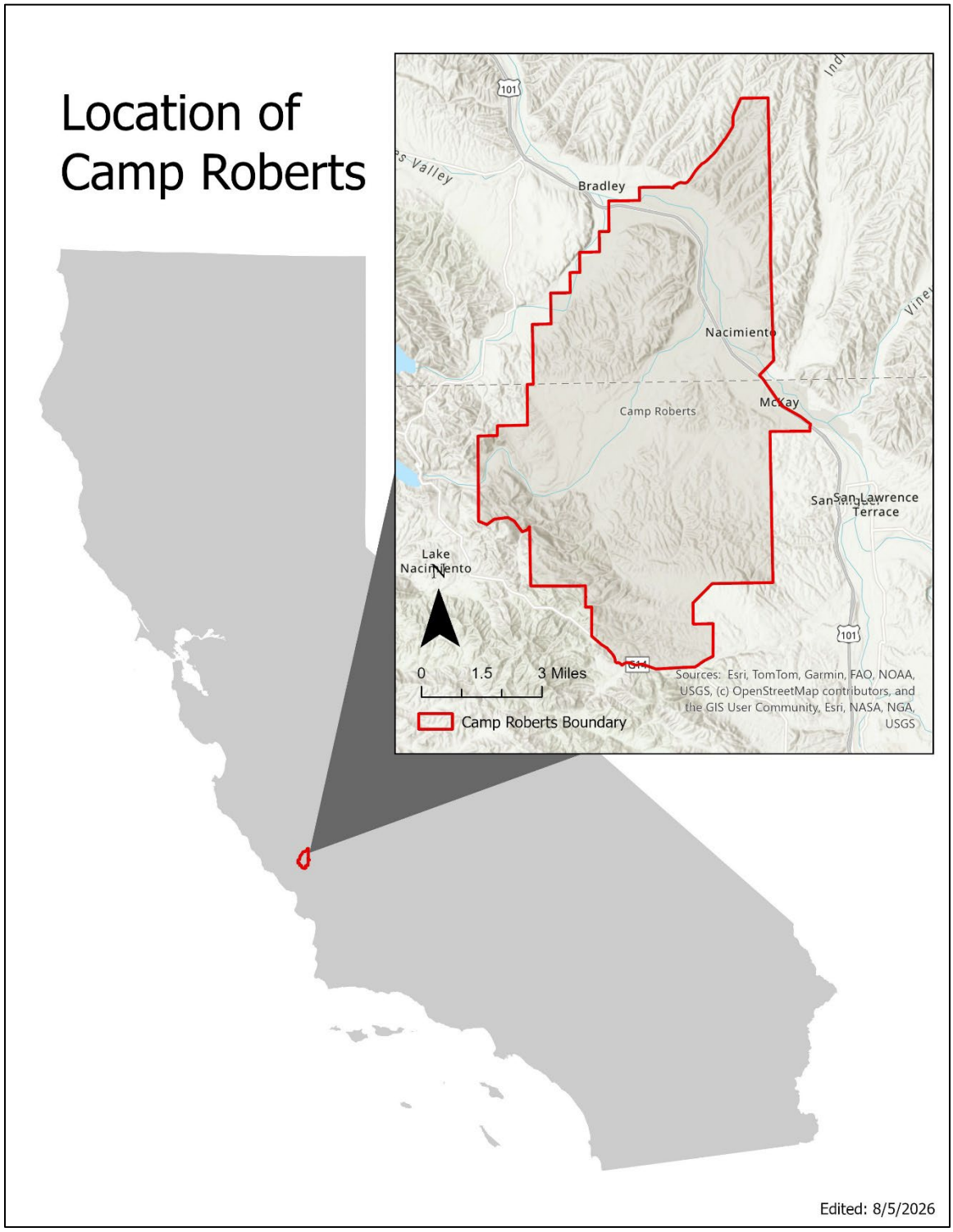
1) All personnel, labor, materials, equipment, and supporting documentation not

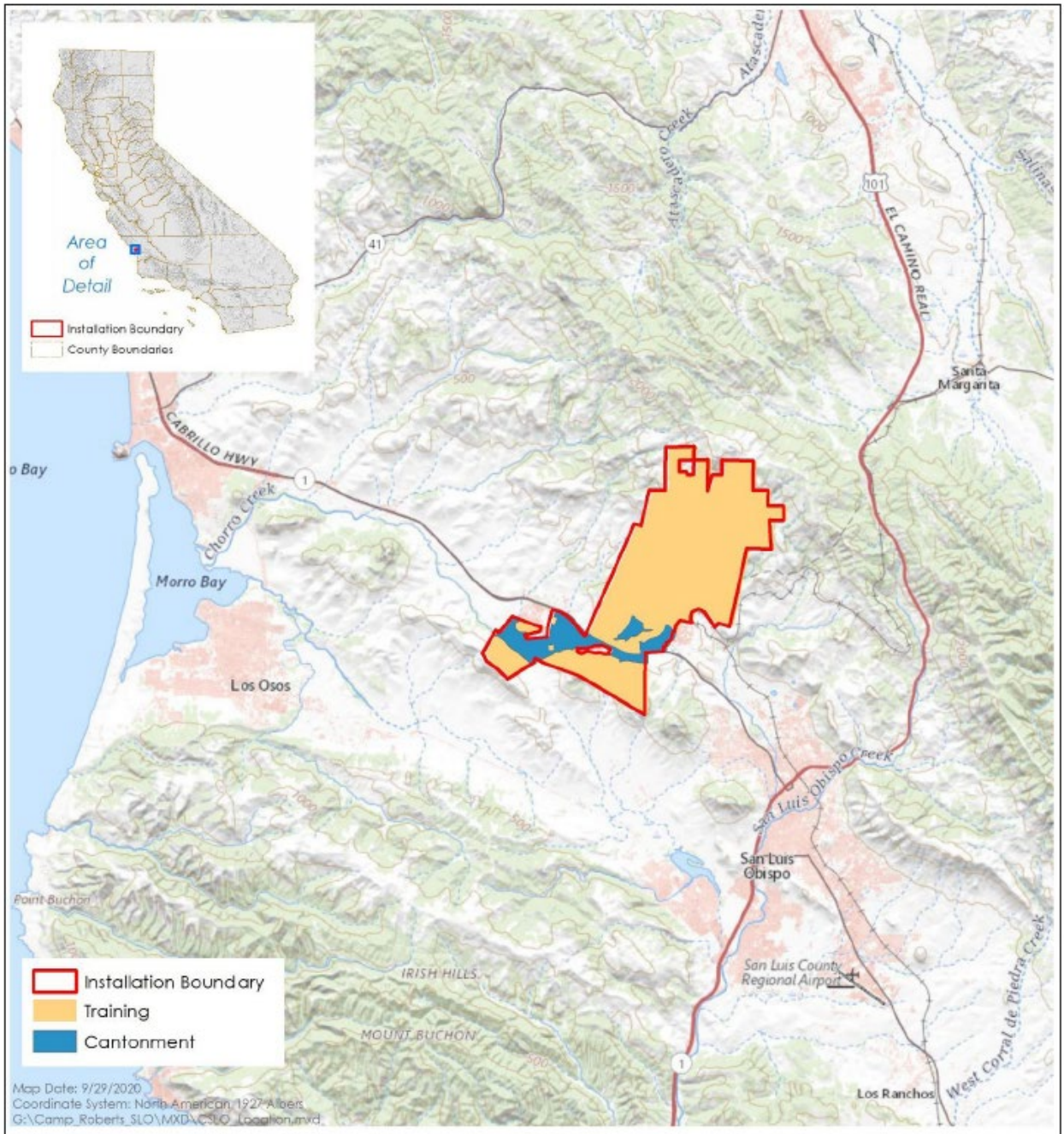
available from the CMD necessary to carry out the project as defined in this SOW, including GPS data from VWS, USFWS, and PNP.

V. PERIOD OF SERVICE

The overall period of service shall begin upon execution of the contract and not exceed 12 months.

Attachment 1 – Project Area Maps



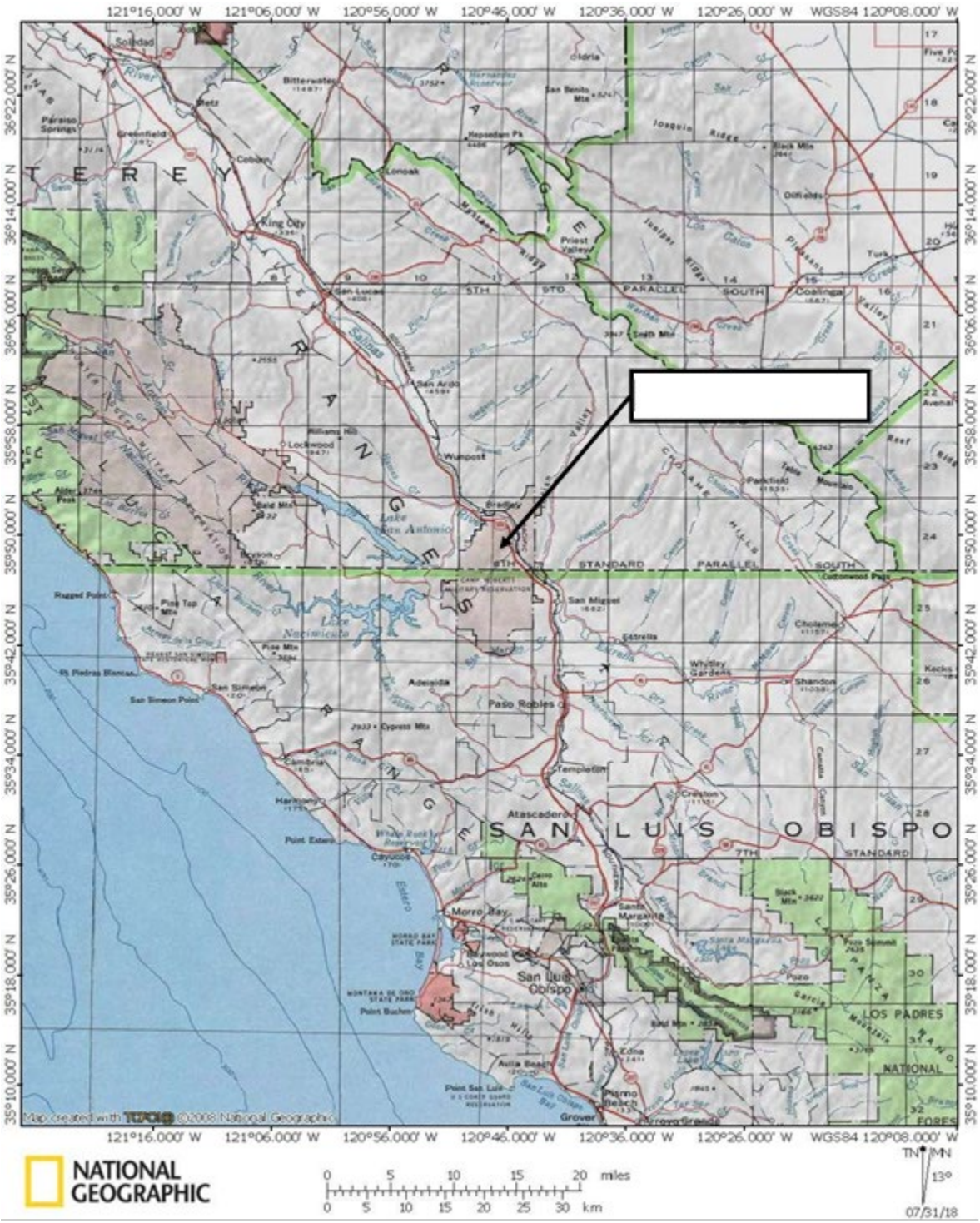


Regional Location

Integrated Natural Resources Management Plan
Camp San Luis Obispo, California Army National Guard

Miles: 0 1 2 3 4 5

Kilometers: 0 1 2 3 4 5 6 7 8


121°16.000' W
121°06.000' W
120°56.000' W
120°46.000' W
120°36.000' W
120°26.000' W
WGS84 120°08.000' W
36°22.000' N
36°14.000' N
36°06.000' N
35°58.000' N
35°50.000' N
35°42.000' N
35°34.000' N
35°26.000' N
35°18.000' N
35°10.000' N
SAN LUIS OBISPO
Paso Robles
Atascadero
Morro Bay
San Luis Obispo
Lake San Antonio
Lake Nacimiento
Map created with TOPO! ©2008 National Geographic
NATIONAL GEOGRAPHIC
0 5 10 15 20 miles
0 5 10 15 20 25 30 km
TN MN
13°
07/31/18

CHECKLIST OF FORMS

Condor GPS Services
Camp Roberts and Camp San Luis Obispo, CA
EVENT 40049

CHECKLIST OF FORMS TO BE RETURNED WITH BID PROPOSAL SUBMIT ONE COPY OF THE ORIGINAL PROPOSAL FORM		
FORM	**DESCRIPTION**	**CHECK IF RETURNED WITH BID**
PROPOSAL FORM	BID PROPOSAL, SMALL BUSINESS PREFERENCE, STATEMENT OF COMPLIANCE (COMPLETED AND SIGNED) PAGES A-1 THROUGH A-5	
	SMALL BUSINESS CERTIFICATION LETTER OR COPY OF APPLICATION REQUEST FORM (If claiming small business status)	
STD 204	PAYEE DATA RECORD (AWARDEE MUST PROVIDE SUBCONTRACTORS STD 204s AS WELL)	
GSPD-05-105	BIDDER DECLARATION	
STD 843	DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS	
	DARFUR CONTRACTING ACT	
	CONTRACTOR CERTIFICATION CLAUSES	
	CIVIL RIGHTS LAWS CERTIFICATION (OVER $100,000)	
NOTE: ALL OF THE ABOVE DOCUMENTS REQUIRED **MUST** BE SUBMITTED WITH THE BID PROPOSAL. FAILURE TO DO SO MAY DEEM YOUR BID TO BE NON-RESPONSIVE AND MAY BE CAUSE FOR THE REJECTION OF YOUR BID.		
FAILURE TO SIGN THE BID PROPOSAL SHALL RESULT IN THE REJECTION OF YOUR BID		

PROPOSAL FORM

CONDOR GPS SERVICE CONTRACT
CAMP ROBERTS AND CAMP SAN LUIS OBISPO TRAINING SITES

TO: THE MILITARY DEPARTMENT
STATE OF CALIFORNIA

The undersigned hereby proposes and agrees to furnish all labor, materials and equipment necessary to perform **Condor GPS Services at Camp Roberts and Camp San Luis Obispo Training Sites for a period of 12 months**, in accordance with the attached specifications for the total amount not to exceed:
_____ ($_____) dollars.
The foregoing figure includes the cost of bonds, insurance, sales tax, and every other item of expense incident to the contract. Contractor shall provide the following cost breakdown:

The above listed cost MUST match the Total Price below.

The Contractor MUST provide the following cost breakdown.

TYPE OF SERVICES	SERVICE CHARGE				
Task 1	$	X	1	=	$
Task 2	$	X	1	=	$
Task 3	$	X	1	=	$
Task 4	$	X	1	=	$
			TOTAL COST:	=	$

The prospective contractor's signature affixed here below and dated shall constitute a certification under the penalty of perjury, under the laws of the State of California, that all information provided by the contractor/Vendor, is true and correct as written.
Failure to sign this proposal form may be cause for the rejection of your firm's bid. Vendor's original signature is required.

STATUS OF FIRM:	**NAME OF COMPANY/FIRM:**	**DATE:**
FEDERAL ID NUMBER:	**COMPANY/FIRM COMPLETE ADDRESS:**	**EMAIL:**
LICENSE NUMBER:	**DATE LICENSE EXPIRES:**	**CLASS OF LICENSE:**

PRINTED SIGNATURE BLOCK:	SIGNATURE OF COMPANY REPRESENTATIVE:	TELEPHONE NUMBER:

STATUS OF FIRM must be given, whether an individual, partnership, or corporation. If partnership, list full names of partners, if firm is a corporation, identify the state in which incorporated and provide State of California Corporate Identification Number as issued by the Office of the Secretary of State for California. Firms bidding, as corporations must be registered with and in good standing with the Secretary of State's Office at the time of the bid opening. Proposals must be signed by the Vendor or representative of the Vendor who has authority to sign contracts binding upon the Vendor. Corporate Identification Numbers shall be verified.

STATEMENT OF COMPLIANCE APPLICABLE TO CONTRACTS OF $5,000 OR MORE: The prospective contractor's signature affixed hereto and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the Vendor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

_____

CONTRACTOR/OFFEROR SIGNATURE DATE

Vendors claiming the State of California Small Business Preference must be certified by the Office of Small Business and DVBE Certification on the bid due date or have submitted a complete application to the Office of Small Business and DVBE Certification no later than 5 p.m. on the bid due date and subsequently be certified as a Small Business by the Office of Small Business and DVBE Certification. Without the State Office of Small Business and DVBE Certification's approval, your firm will not be considered a small business and will not be granted the 5% preference.

Disabled Veteran's Business Enterprise Reference Number: _____

Disabled Veteran Business Enterprise Participation: Preference will be granted to Vendors properly approved as a "Disabled Veteran's Enterprise Businesses (DVBE)" in accordance with Government Code 14600, 14615, 14838, California Military and Veteran's Code 999 and California Code of Regulations 1896.98 ET SEQ. The rules and regulations of this law, and applications for preference, should be obtained from Department of General Services, Small Business and DVBE Services, telephone number (916) 375-4339. Vendors claiming the State of California DVBE Preference must be certified by the Office of Small Business and DVBE Certification prior to bid opening. Without the State Office of Small Business and DVBE Certification's approval, your firm will not be considered a small business and will not be granted the 5% preference.
Vendors certified as a "Disabled Veteran's Business Enterprise" in accordance with Government Code 14600, 14615, 14838, California Military and Veteran's Code 999 and California Code of Regulations 1896.98 et seq. shall be granted a five percent (5%) bid preference when a responsible non-Disabled Veteran's Enterprise Business has submitted the lowest-priced, responsive bid.

Small Business Reference Number: _____

A certified Small Business (SB) shall receive a 5% preference on a bid proposal when a responsible non-small business has submitted the lowest priced responsive bid.
A certified Disabled Veterans Business Enterprise (DVBE) shall receive a 5% preference on a bid proposal when a responsible non-DVBE has submitted the lowest priced responsive bid. A firm that is certified as both a SB and DVBE shall receive a 10% preference on a bid proposal when a responsible non-small business and non-DVBE has submitted the lowest priced responsive bid. If the low bidder is a SB then a 5% preference will be given to a firm that is certified as both a SB and DVBE.

Non-small business Vendors claiming a 5% preference for the use of certified Small Business (es) must meet the following conditions at the time of their bid submission:

1. Submit written certification with their cost bid package that states the firm commits to subcontract at least twenty-five percent (25%) of the firm's net bid price with one or more State of California certified Small Business (es).

2. Submit a list of the certified Small Business (es) with their cost bid package that the bidding firm commits to subcontract with for a commercially useful function in the performance of the contract. The Vendor's list of subcontractors shall include the subcontractor's name, address, voice telephone number, description of the work to be performed and the dollar amount or percentage per subcontractor.

PROPOSED LIST OF SUBCONTRACTORS
Listed hereinafter are the names, addresses, and license numbers of all subcontractors who will be employed and the segregation of the work which each will perform if the contract is awarded to this firm. In case more than one subcontractor is named for the same segregation, state the portion that each will perform. **Failure to list all required information may be cause for the rejection of your bid.**

SUBCONTRACTOR	ADDRESS	TYPE OF WORK	TOTAL $ AMOUNT	LICENSE NUMBER

Contractor agrees to pay not less than the minimum rates of pay for laborers, workmen and mechanics employed by him on the work in accordance with the schedule set forth in the specifications herein, and further agrees that each subcontractor engaged by him shall similarly pay not less than said rates of pay to all laborers, workmen and mechanics employed by said

subcontractor on the work.

RULES OF BIDDING

Bids shall be addressed to and filed in the State of California, Military Department, 10601 Bear Hollow Drive, Rancho Cordova, California 95670, Attention: Purchasing and Contracting Box 12, or formalbids@cmd.ca.gov on the date and time listed in Key Action Dates to be publicly opened on the date and time listed on the Key Action Dates.

Enclose bid in envelope, and mark **"Event 40049 – Condor GPS Services".** Bids delivered by **courier service** must be placed in a sealed envelope and marked as indicated above and placed within the courier supplied pouch or envelope.

All courier pouches and envelopes are opened upon receipt by the Military Department.

NOTICE

Vendors may withdraw bids up until the hour set for opening, and may submit new bids before the hour, but telegraphic/faxed bids or telegraphic/faxed modifications or withdrawal of bids will not be accepted. It is the responsibility of the Vendor to insure that his bid reaches the Purchasing and Contracting Branch at the designated time.

The Military Department reserves the right to reject any and all bids, to waive any informality in any bids received, and accept only those individual items on the bid form, which it is deemed, may be in the best interest of the State.

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

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

STD 204 (Rev. 03/2021)

Section 1 – Payee Information

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

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

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

CITY, STATE, ZIP CODE	E-MAIL ADDRESS

Section 2 – Entity Type

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

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

CORPORATION (see instructions on page 2)

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

Section 3 – Tax Identification Number

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

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

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

___ ___ ___ -___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

___ ___ - ___ ___ ___ ___ ___ ___ ___

Section 4 – Payee Residency Status (See instructions)

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

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

☐No services performed in California

☐Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

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

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS

SIGNATURE	DATE	TELEPHONE *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	UNIT/SECTION

MAILING ADDRESS	FAX	TELEPHONE *(include area code)*

CITY	STATE	ZIP CODE	E-MAIL ADDRESS

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

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

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

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

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

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

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

Section 1 – Payee Information

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

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

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

Section 2 – Entity Type

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

Section 3 – Tax Identification Number

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

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

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

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

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

Section 5 – Certification

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

Section 6 – Paying State Agency

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

Privacy Statement

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

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

Solicitation Number_____

BIDDER DECLARATION

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

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

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

_____

_____

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

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

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

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

BIDDER DECLARATION Instructions

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

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

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

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

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

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

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

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

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

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

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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.

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: _____ 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)

PRINT CLEAR

DARFUR CONTRACTING ACT ATTACHMENT

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only **one** of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. _____ Initials — We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____ Initials — We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3. _____ Initials + certification below — We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

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*

YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH # 1 OR # 2 INITIALED OR PARAGRAPH # 3 INITIALED AND CERTIFIED.

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.

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*

STATE OF CALIFORNIA
Department of Resources Recycling and Recovery (CalRecycle)
CalRecycle 74 (Revised 01/10 for State Agencies)

Postconsumer-Content Certification

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

The State Agency Buy Recycled Campaign (SABRC) is a state mandated program that requires the reporting of all purchases made within 11 specified product categories. All state agencies are required to verify the recycled-content of all products purchased within each of these categories.

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

Contractor/Company Name_____

Address_____**Phone**_____

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

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

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

_____

Print Name Signature **Title** Date

(See footnotes on the back of this page.)

FOOTNOTES:

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

Code	Product Categories	Product Examples ***Examples are inclusive but are not limited to the individual product.***	Minimum Postconsumer Content Requirement
1	Paper Products	Paper janitorial supplies, cartons, wrapping, packaging, file folders, and hanging files, building insulation and panels, corrugated boxes, tissue, and toweling.	30 percent by fiber weight postconsumer fiber.
2	Printing and Writing Papers	Copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications.	30 percent by fiber weight postconsumer fiber.
3	Mulch, Compost, and Co-compost Products	Soil amendments, erosion controls, soil toppings, ground covers, weed suppressants, and organic materials used for water conservation; yard trimmings and wood byproducts that are separated from the municipal solid waste stream or other source of organic materials such as biosolids or other comparable substitutes such as livestock, horse, or other animal manure, food residues or fish processing byproducts; mechanical breakdown of materials.	80 percent recovered material that would otherwise be normally disposed of in a landfill.
4	Glass Products	Windows, test tubes, beakers, laboratory or hospital supplies, fiberglass (insulation), reflective beads, tiles, construction blocks, desktop accessories, flat glass sheets, loose-grain abrasives, deburring media, liquid filter media, and containers.	10 percent postconsumer, by weight.
5	Lubricating Oils	Intended for use in a crankcase, transmission, engine, power steering, gearbox, differential chainsaw, transformer dielectric, fluid, cutting, hydraulic, industrial, or automobile, bus, truck, vessel, plane, train, heavy equipment, or machinery powered by an internal combustion engine.	70 percent re-refined base oil.
6a	Plastic Products	Printer or duplication cartridges, diskette, carpet, office products, plastic lumber, buckets, wastebaskets, containers, benches, tables, fencing, clothing, mats, packaging, signs, posts, binders, sheet, buckets, building products, garden hose, and trays.	10 percent postconsumer, by weight.
6b	Printer or Duplication Cartridges		a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridge after their useful life and ensure that the cartridge is recycled and comply with the definition of recycled as set forth in section Public Contract Code 12156.
7	Paint	Water-based paint, graffiti abatement, interior and exterior, and maintenance.	50 percent postconsumer paint (exceptions when 50 percent postconsumer content is not available or is restricted by a local air quality management district, then 10 percent postconsumer content may be substituted).
8	Antifreeze	Recycled antifreeze, and antifreeze containing a bittering agent or made from polypropylene or other similar non-toxic substance.	70 percent postconsumer material.
9	Tires	Truck and bus tires, and those used on fleet vehicles and passenger cars.	Retreaded: Must use an existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire- Derived Products	Flooring, mats, wheelchair ramps, playground cover, parking bumpers, bullet traps, hoses, bumpers, truck bedliners, pads, walkways, tree ties, road surfacing, wheel chocks, rollers, traffic control products, mudflaps, and posts.	50 percent recycled used tires.
11	Metal	Staplers, paper clips, steel furniture, desks, pedestals, scissors, jacks, rebar, pipe, plumbing fixtures, chairs, ladders, file cabinets, shelving, containers, lockers, sheet metal, girders, building and construction products, bridges, braces, nails, and screws.	10 percent postconsumer material, by weight.

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

Generative Artificial Intelligence (GenAI) Reporting and Factsheet

Section 1: Bidder / Offeror / Contractor Information

Solicitation / Contract Number

Bidder ID / Vendor ID (optional)

Business Name

Business Telephone Number

Business Address

City

State

Zip Code

Contract / Description of Purchase

Section 2: Reporting 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)** **All Model Names/ Owners for The Solution or Offering**	

2. Applications / Product Owner (GenAI powered or driven)	
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 STD 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) and 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. Applications/Product Owner (GenAI powered or driven):
    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 STD 1000

DGS PD 802 (Rev 04/19)

VOLUNTARY STATISTICAL DATA SHEET

Information to be used for reporting purposes only

Public Contract Code 10111 requires state agencies to capture information on ethnicity, race and gender (ERG) of business owners on all awarded contracts and procurements to the extent that the information has been voluntarily reported to the department. The awarding department is prohibited from using this data to discriminate or provide a preference in the solicitation or acceptance of bids, quotes, or estimates for goods, services, construction and/or information technology. This information shall not be collected until after the contract award is made. The completion of this form is **strictly voluntary**.

The data you provide on this form should best describe the *ownership of your business*. Ownership of a business should be determined as follows:

- For a business that is a sole proprietorship, partnership, corporation, or joint venture at least 51 percent is owned by one or more individuals in a classification designated below or, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more individuals in a designated classification, or

- For other business entities, the owner is the person controlling management and daily operations and who "owns" the business.

For purposes of this report, respond only if the business has its home office in the United States and which is not a branch or subsidiary of a foreign corporation, firm, or other business.

Ethnicity/Minority Classification – As defined in Public Contract Code Section 2051 (c)

☐ **Asian-Indian** – a person whose origins are from India, Pakistan, or Bangladesh.

☐ **Black** – a person having origins in any of the Black racial groups of Africa.

☐ **Hispanic** – a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin regardless of race.

☐ **Native American** – an American Indian, Eskimo, Aleut, or Native Hawaiian.

☐ **Pacific Asian** – a person whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, or the United States Trust Territories of the Pacific including the Northern Marianas

☐ **Other** – Any other group of natural persons identified as minorities in the respective project specifications of an awarding department or participating local agency.

Race Classification – As defined by the Office of Management and Budget, Federal Register Notice, October 30, 1997, at https://www.whitehouse.gov/wp-content/uploads/2017/11/Revisions-to-the-Standards-for-the-Classification-of-Federal-Data-on-Race-and-Ethnicity-October30-1997.pdf

☐ American Indian or Alaska Native
☐ Asian
☐ Black or African American
☐ Native Hawaiian or Other Pacific Islander
☐ White
☐ Other

Gender Classification
☐ Female
☐ Male
☐ Transgender

Sexual Orientation Classification – As defined by Public Contract Code 10111(f)
☐ Lesbian
☐ Gay
☐ Bisexual

ITEMS BELOW TO BE COMPLETED BY STATE AGENCY/DEPARTMENT ONLY
☐ **Goods**
☐ **Services**
☐ **Construction**

Total Contract Purchase:_____
Contract Award Date: _____