

California Department of Education Invitation for Bid (IFB) HVAC Preventative Maintenance and Repair Services – DC260113

Diagnostic Center Central California
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Bid Due Date: August 31, 2026, at 2:00 pm PDT
Public Bid Opening: September 3, 2026, at 10:00 am PDT
Contract Period: January 1, 2027 (or upon DGS Approval) – December 31, 2027
One-Year Option to Renew: January 1, 2028 – December 31, 2028
One-Year Option to Renew: January 1, 2029 – December 31, 2029

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GENERAL INFORMATION

I. PURPOSE

The California Department of Education (hereinafter referred to as CDE) is soliciting bids to provide preventative maintenance and repair services for the heating, ventilation, and air conditioning (HVAC) system at the California Department of Education (CDE), Diagnostic Center Central California (DCCC), located at 1818 W. Ashlan Ave., Fresno, CA 93705, in accordance with the specifications contained herein this Invitation for Bid (IFB).

It is anticipated that the contract start date will begin approximately on January 1, 2027. The actual start date of the contract is contingent upon approval of the agreement by the Department of General Services (DGS), if required. Contract includes two one-year options to renew.

Award of a contract as a result of this IFB shall be contingent on DGS approval, CDE executive approval, funding and program authorization provided to and by the CDE.

II. IFB SCHEDULE

Activity	Action Date
Invitation for Bid Advertisement	August 12, 2026
Mandatory Site Inspection	August 19, 2026 at 10:00 am PDT
Bids Due	August 31, 2026 at 2:00 pm PDT
Public Bid Opening	September 3, 2026 at 10:00 am PDT
Contract Start Date	January 1, 2027, or upon contract/DGS approval, whichever is later

III. ELIGIBLE BIDDERS

Public or private corporations, agencies, organizations, associations, or individuals may submit a sealed bid in response to this IFB. The bidder must be legally constituted and qualified to do business within the State of California (registered with the California Secretary of State), if applicable. Bidders must be a legally cognizable public agency, sole proprietorship, partnership, or corporation (fully incorporated by the deadline for submitting bids). Failure to meet the foregoing requirement will result in disqualification.

Bidders who have had a contract terminated by the CDE in the past 18 months may be automatically disqualified.

A. Disabled Veteran Business Enterprise (DVBE) Program Requirement

This solicitation is exempt from DVBE participation.

See General Information, Article V DVBE Participation Goals for information.

B. Targets of Economic Sanctions; 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.

IV. SUBCONTRACTING

The bidder responding to this IFB must serve as the Prime Contractor and will be the responsible entity in ensuring that all services and activities are competently and successfully completed. If any portion of the work outlined in Exhibit A, Scope of Work, is to be subcontracted out, or performed by anyone other than the bidder, a Bidder Declaration Form (GSPD-05-105) must be completed and submitted as part of the bid submission. The Bidder Declaration Form must bear the original signature of the person authorized to bind the bidder. The Bidder Declaration form can be found at: <https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

A. Commercially Useful Function

Bids must propose that Prime bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State.

Commercially useful function is defined as: 1) Is responsible for the execution of a distinct element of the work of the contract (including the supplying of service and goods); 2) Carries out its obligation by actually performing, managing or supervising the work involved; 3) Performs work that is normal for its business services and functions; 4) Is responsible, with respect to products, inventories, materials and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and 5) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. (Tit. 2 CCR § 1896.71(b).)

A small or microbusiness/DVBE contractor, subcontractor or supplier is not 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 obtain the appearance of small business or microbusiness/DVBE participation. (GC § 14837(d)(4); Tit. 2 CCR § 1896.15.) (Mil. & Vet. Code § 999(b)(5)(B); Tit. 2 CCR § 1896.71(c).)

V. DVBE PROGRAM REQUIREMENT

Section 10115 et seq. of Public Contract Code, and Section 999 et seq. of the Military and Veterans Code requires a goal of three percent (3%) certified California Disabled Veteran Business Enterprise (DVBE) participation for all contracts on an agency-wide basis of \$25,000.00 and over unless exempted due to the services provided.

This solicitation is exempt from DVBE participation, however the DVBE incentive still applies (see Article VI. Preference Programs).

The CDE is committed to achieving legislatively established goals for the participation of DVBEs in all contracting and seeks to use certified California DVBE business whenever possible.

VI. PREFERENCE PROGRAMS

A. Small Business Preference

A five percent (5%) bid preference is available and will be applied in accordance with Attachment 5. The small business preference will be applied to those bidders declaring their eligibility by completing Attachment 5. The bidder must include proof of Small Business certification, if applying for the preference. Certification can be verified on Cal eProcure at <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

Information regarding this preference program may be obtained on the DGS website, <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/How-to-do-business-with-the-state-of-California>

B. DVBE Incentive Option

In accordance with Section 999.5(a) of the Military and Veterans Code, an incentive will be given to responsive and responsible bidders who provide DVBE participation as outlined below. The incentive amount for awards based on the lowest responsive/responsible bid received will vary in conjunction with the percentage of DVBE participation. The incentive is only given to those bidders who are responsive to the DVBE Program Requirements and DVBE participation in the resulting contract. The following represents the percentages that will be applied:

- Confirmed DVBE Participation of 5% or more, the DVBE Incentive is 5%.
- Confirmed DVBE Participation of 4% to 4.99%, the DVBE Incentive is 4%.
- Confirmed DVBE Participation of 3% to 3.99%, the DVBE Incentive is 3%.

In order to receive the incentive bidders must document DVBE participation commitment by completing and submitting the Bidder Declaration (GSPD-05-105) with the Bid. The GSPD-05-105 form can be found at:

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>.

The bidder must also include proof of DVBE certification, if applying for the incentive. Certification can be verified on Cal eProcure at

<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

VII. GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI) DISCLOSURE NOTIFICATION

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

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

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

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

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

VIII. BIDDER REQUIREMENTS

Bidders must be responsible and have the capability to professionally carry out the terms of this contract. Those bidders who have had a contract terminated with the CDE in the past 18 months will be disqualified and will not be considered in the award process.

The bidder must possess a current and valid C-20 – Warm-Air Heating, Ventilating and Air-Conditioning Contractor License as issued by the California Department of Consumer Affairs, Contractor’s State License Board to bid on these services. The bidder must submit a photocopy of the bidder’s current and valid Contractor’s C-20 license.

The bidder must ensure that all technicians to perform work on this contract possess a current and valid Environmental Protection Agency (EPA) 608 Technician Certified (Universal) certification issued by an EPA certified program. The bidder must provide a list of any and all technicians to be used in the fulfillment of this contract.

IX. IFB DOCUMENTS

Any conflicts, omissions or errors in the IFB or questions concerning clarification or interpretation of the IFB, shall be brought to the attention of Contract Analyst Kourtney Twist, ktwist@cde.ca.gov, (916) 322-2482. The CDE reserves the right to rephrase or not answer any question submitted.

The CDE reserves the right to amend or modify the IFB document prior to the final bid submittal date identified herein by issuing an addendum to all parties. The CDE will not be bound by verbal representations or interpretations.

The CDE reserves the right, at its sole discretion, for any reason, including price, rates, costs, etc., to cancel or modify this IFB, in whole or in part, prior to the award of any contract. The CDE may waive any immaterial deviation or defect in a bid proposal. The CDE'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. The CDE may reject any bid for any deviation or defect.

If you would like to request a copy of this IFB in an alternate format, including Word, please contact Kourtney Twist, Contract Analyst by phone at (916) 322-2482 or by e-mail at ktwist@cde.ca.gov.

X. BID DOCUMENTS AS PUBLIC RECORD

All bids and related documents submitted in response to this IFB become the property of the State of California and are considered public records and are subject to disclosure upon request, pursuant to Government Code Section 6250 et seq. All contracts awarded and all attachments thereto will become public records.

XI. MANDATORY SITE INSPECTION

A Mandatory Site Inspection is scheduled for Wednesday, August 19, 2026 at 10:00 am PDT at the Diagnostic Center Central California, 1818 W Ashlan Ave, Fresno, CA 93705.

Attendees must arrive on time and be present at the Mandatory Site Inspection until it has been concluded by CDE staff. Attendees more than 10 minutes late to the Mandatory Site Inspection will not be allowed to participate. Attendees must report to the Administration Building. Please bring a copy of the IFB with you to the Mandatory Site Inspection.

Note: Bids from Contractors who do not attend, or who are more than 10 minutes late, or who leave the mandatory site inspection early will be rejected and returned unopened.

XII. BID SUBMISSION

Each bidder shall submit to the CDE two sealed copies of their bid meeting the specifications described in this IFB.

1. One (1) original set of bid documents which must bear the original signature of the individual authorized to do so, and
2. One (1) copy of the bid documents with a photocopy of the original signature.

All bid package documents must bear the original signature of the individual authorized to sign the contract. No electronic signatures will be accepted as original. Original signature shall mean a manual handwritten signature or mark in wet ink.

The bid shall be returned in a sealed envelope marked "SEALED BID – HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES IFB – DO NOT OPEN." To prevent inadvertent premature opening, place sealed bid in one envelope within a second envelope addressed as follows:

California Department of Education
Fiscal and Administrative Services Division
Contracts Office
Attention: Kourtney Twist – DC260113 – IFB
1430 N Street, Suite 2213
Sacramento, CA 95814
SEALED BID – HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES IFB
– DO NOT OPEN

Sealed bids may be submitted via mail to the address above. Or may be hand delivered to the CDE Mail Room located on the first floor of the CDE building at 1430 N Street, Sacramento, CA 95814. If hand delivering, bidder must check in with the security desk (present valid ID). Security personnel will not accept bids.

The deadline for submission of sealed bids is Monday, August 31, 2026 at 2:00 pm PDT.

The bids will be publicly opened and read on Thursday, September 3, 2026 at 10:00 am PDT at the California Department of Education, Fiscal and Administrative Services Division, 1430 N Street, Suite 2213, Room 2315, Sacramento, CA 95814.

In a closed session, following the bid opening and reading, the CDE will review the apparent low bid to determine if the low bidder is responsible and responsive to the IFB. Bids not received at the location by the date and time specified will not be accepted. Postmark date will not constitute delivery. It is the bidder's responsibility to ensure that the bid is received at the location specified by the bid deadline.

By submitting a bid, prospective bidders certify that they meet all qualifications specified herein and agree to comply with all terms and conditions of this IFB. After announcement of the apparent successful bidder, there will be no negotiations of the terms and conditions of this IFB or the bidder's submitted proposal between the CDE and the apparent successful bidder.

Bids shall not be qualified or conditioned. Any bid response modifying, amending, or proposing alternate language to the terms and conditions of the IFB will be invalid and inapplicable. Bids submitted must be complete in all respects and may be rejected if incomplete or contain irregularities of any kind.

The State does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected.

There is no requirement to award a contract if, in the opinion of the CDE, no bids were received containing a reasonable contract price or if there is another business-based reason not to make an award.

If no submissions are received containing bids offering a cost/price/rate, which in the opinion of the CDE is a reasonable cost/price/rate, CDE is not required to award an Agreement (Public Contract Code Section 10344 [d]).

Every component of the bid cost/price/rate is subject to reasonableness of cost justification. If any portion of the cost is rejected by the CDE, then the entire bid may be rejected.

The cost of bid development is the responsibility of the prospective bidder and shall not be chargeable to the CDE.

A bidder may withdraw its bid at any time prior to the date and time of bid opening by submitting a request in writing to the CDE, Attention: Contracts Office – Kourtney Twist – DC260113, 1430 N Street, Suite 2213, Sacramento, CA 95814. A new bid package may be submitted prior to the date and time of bid opening. Written withdrawal of bidder's bid will not be accepted after the date and time of bid opening. Withdrawals requested by telephone or fax are not acceptable.

Clarification may be requested by the CDE Contracts Office during the review of the bids for the purpose of clarifying ambiguities in the information presented in the bid response. The CDE reserves the right, at its sole discretion, to overlook, correct, or require a bidder to remedy any obvious clerical or incidental mathematical errors on a bid form. Bidders may be required to initial corrections.

Any failure by the bidder to acquaint itself with available information will not relieve them from responsibility for estimating properly, the difficulty, or cost of successfully performing the work.

XIII. BID SUBMISSION REQUIREMENTS

The bid submission package must be submitted to the CDE and must include the following required forms fully completed and signed where applicable. One original set and one full copy of the bid documents listed herein must be included in the bid package. See Article XII. Bid Submission.

A. Attachment 1 – Required Attachment Checklist

The Required Attachment Checklist is to be used to ensure and confirm compliance with the bid submission requirements. The checklist must be completed and submitted as the cover of your bid package.

B. Exhibit B.1, Exhibit B.2, and Exhibit B.3 Contractor's Bid Forms

Contractor's Bid Form: must be completed and submitted with an original signature by the individual legally authorized to bind the bidder. Proposal form must contain the proposed bid cost for Grand Total.

C. Licenses/Certification

Bidder must possess a current and valid C20 – Warm-Air Heating, Ventilating and Air-Conditioning License, issued by the California Department of Consumer Affairs,

Contractor's State License Board, to bid on these services. The bidder must submit a photocopy of the bidder's current and valid Contractor's C-20 license.

The bidder must certify that all technicians to be used in the fulfillment of this contract possess an Environmental Protection Agency (EPA) Section 608 Technician Certification (Universal) issued by an EPA certified program. The bidder must provide a completed Attachment 6 - Bidder Certification listing any and all technicians to be used in the fulfillment of this contract.

D. Insurance Certificate

The bidder must possess and provide a copy of their insurance certificates meeting the terms outlined in Exhibit E, Article II. Certificate of Insurance Requirements:

1. Commercial General Liability, AND
2. Workers' Compensation

Proof of coverage and limits for the above required terms are required in the bid submission package. The additional insured language (see Exhibit E, Article II. Certificate of Insurance Requirements) will be required as a condition of contract award.

E. Contractor Certification Clauses (CCC 04/2017)

The Contractor Certification Clauses (CCC 04/2017) must be signed and dated with an original signature. The CCC 04/2017 can be found at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

F. Payee Data Record (STD 204) and Payee Data Record Supplement (STD 205)

The STD 204 form must be completed and submitted with an original signature. The STD 204 form can be found at: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>.

The STD 205 form must be completed and submitted with an original signature if the bidder must identify a remittance address that is different from the mailing address identified on the STD 204. The Payee Data Record Supplemental STD 205 can be found at <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf>.

G. Attachment 2 – Certification of Workers' Compensation Insurance

The Certification of Workers' Compensation Insurance form must be fully completed, signed and dated with an original signature.

H. Attachment 3 – Darfur Contracting Act Certification, or Attachment 3a – Darfur Contracting Act Certification Supplemental

The Darfur Contracting Act Certification or the Darfur Contracting Act Certification Supplemental must be fully completed, signed and dated with an original signature.

I. Attachment 4 – California Civil Rights Certification

The California Civil Rights Certification must be fully completed, signed and dated with an original signature.

J. Attachment 6 – Bidder Certification

The Bidder Certification must be fully completed and dated with an original signature. Bidders must demonstrate responsibility and the capability to professionally carry out the terms of this contract through the bidder certification.

K. Conditional Attachments

1. Subcontracting

If bidder intends to subcontract any portion of the work outlined in Exhibit A, Scope of Work, the Bidder Declaration (GSPD-05-105) form must be completed and submitted with original signature. The GSPD-05-105 form can be found at: <https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

2. Small Business Preference

If bidder intends to apply for the Small Business Preference the Attachment 5 Small Business Preference Sheet must be completed and submitted with original signature.

The bidder must submit proof of Small Business certification. Failure to submit a copy of your proof of certification for the industry appropriate for this bid will not be cause for bid rejection; however, preference for small business will not be considered or granted for your bid. Certification can be verified on Cal eProcure at <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

3. DVBE Incentive Option

If bidder intends to apply for the DVBE Incentive the following documents are required. Failure to submit any of the documents for this bid will not be cause for bid rejection; however, DVBE incentive will not be considered or granted for your bid.

- Bidder Declaration (GSPD-05-105). Bids must include a GSPD-05-105 form completed in accordance with the instructions on the form. The GSPD-05-105 form can be found at: <https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>.
- DVBE Certification. Bids must include a copy of the DVBE certification for each DVBE contractor/subcontractor. DVBE certification can be verified and printed from Cal eProcure at <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

XIV. BASIS OF AWARD

Following the public bid opening, the CDE Contracts Office will review the low bid for compliance with the bid requirements, specified herein, and to determine if the low bidder is responsible and responsive to this IFB.

The contract shall be awarded on the basis of the responsive/responsible bidder submitting the lowest average Grand Total for HVAC Preventative Maintenance and Repair Services stated on the Contractor's Bid Forms, Exhibit B.1, B.2, and B.3.

The lowest average Grand Total will be computed by adding the Grand Total from each of the three bid forms, Exhibit B.1, B.2, and B.3, and then dividing the amount by three.

Charges for the bidder's operating expenses such as: labor, material, equipment, travel, transportation, fuel, parking, equipment, equipment rental, taxes, permits, licenses, certifications, insurance and/or any other overhead expenses necessary must be included as part of the bidder's rates.

All bid responses must comply with the requirements outlined herein. Failure to do so will disqualify the bid. If it is determined not to be in the best interest of the State, the State reserves the right to not award a contract in response to this IFB.

THE STATE RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

The method that shall be used as a "tie-breaker" in the event of a two-way (or more) tie of the responsive/responsible lowest bid will be to place the names of the bidders in a container. The first name drawn will be the proposed awardee. The remaining bidder(s) name(s) will be drawn sequentially and noted in case, upon validation, the proposed awardee selected through the tie-breaking process is unacceptable.

Small business bidders, meeting the IFB specifications, shall have precedence over non-small business bidders in that the application of any bidder preference for which non-small business bidders may be eligible under any other provision of law shall not result in the denial of the award to a small business bidder.

In the event of a precise tie between the low responsible bid of a bidder meeting the specifications of a small business, and the low responsible bid of a bidder meeting the specifications of a disabled veteran-owned small business, the contract shall be awarded to the veteran-owned small business.

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 working days prior to awarding the contract.

XV. OPTION TO RENEW

The contract awarded through this IFB would expire on December 31, 2027; however, the CDE may exercise the options to renew for two additional years.

Costs for the first one-year option to renew (January 1, 2028 – December 31, 2028) shall be computed in accordance with the Contractor's Bid Form Exhibit B.2, contract

period January 1, 2028 – December 31, 2028. If the State elects to renew the agreement with the Contractor, the CDE Contract Monitor will notify the Contractor of the option to renew in June 2027.

Costs for the second one-year option to renew (January 1, 2029 – December 31, 2029) shall be computed in accordance with the Contractor's Bid Form Exhibit B.3, contract period January 1, 2029 – December 31, 2029. If the State elects to renew the agreement with the Contractor, the CDE Contract Monitor will notify the Contractor of the option to renew in June 2028.

XVI. CONTRACT AWARD PROTEST PROCEDURES

If prior to the award, any bidder files a protest with the CDE against the awarding of the contract on the grounds that it is the lowest responsive/responsible bidder meeting the specifications of the IFB, the contract shall not be awarded until either the protest has been withdrawn or the DGS has decided the matter. Protests shall be limited to those bases specified in Public Contract Code section 10345 (Attachment 7 describes the protest procedures to be followed by a bidder filing a protest). The protest shall be sent to:

Department of General Services
Office of Legal Services
ATTN: Bid Protest Coordinator
707 3rd Street, 7th Floor, Suite 7-330
West Sacramento, CA 95605
EMAIL: OLSProtests@dgs.ca.gov

California Department of Education
Contracts Office
ATTN: Contract Manager
1430 N Street, Suite 2213
Sacramento, CA 95814
EMAIL: ContractsOffice@cde.ca.gov

EXHIBIT A – SCOPE OF WORK

I. GENERAL SCOPE

The Contractor shall provide preventative maintenance and repair services for the heating, ventilation, and air conditioning (HVAC) system at the California Department of Education (CDE), Diagnostic Center Central California (DCCC), located at 1818 W. Ashlan Ave., Fresno, CA 93705, as described herein.

II. CONTRACT MONITORS

The California Department of Education (CDE) assigns **Jared Toste, (559) 978-3133, jtoste@dcc-cde.ca.gov**, as the CDE Contract Monitor to oversee this project. Said CDE Contract Monitor is not authorized by the State to make any commitments or make any changes which will affect the price, terms or conditions of this Agreement without a formal contract amendment.

The Contractor must assign a Contractor Contract Monitor to oversee this project. Said Contractor Contract Monitor is not authorized by the State to make any commitments or make any changes which will affect the price, terms or conditions of this Agreement without a formal contract amendment.

III. EQUIPMENT INVENTORY LIST

	Manufacturer	Model Number	Serial Number
1	Thermal Zone (Ground Unit)	MS418HP13240CA (Outdoor) MS418HP13240EA (Indoor)	6322302106 (Outdoor) (240-1373-C) 6322202303 (Indoor) (240-1373-E)
2	YORK (Roof)	D1NH036N05606C	(S)NON4276323
3	YORK (Roof)	D1NH036N05606C	(S)NON4276318
4	YORK (Roof)	ZH090N10N4AAA5A	N1A3443908
5	YORK (Roof)	DF090N10N4AAA3	N0A5410188
6	CARRIER(Roof)	48NLX036-301BE	4293G00289
7	mitsubishi (Ground Unit)	PUH-18G6-US (Outdoor) PKH-18AG-US (Indoor)	77500490C (Outdoor) 81000619C (Indoor)
8	mitsubishi (Ground Unit)	PUZ-A18NHA4 (Outdoor) PKA-A18HA4 (Indoor)	2YU00215A (Outdoor) 2XA06703A (Indoor)
9	mitsubishi (Ground Unit)	PUZ-A18NHA4 (Outdoor) PKA-A18HA4 (Indoor)	2YU00214A (Outdoor) 2XA06681A (Indoor)
10	mitsubishi (Ground Unit)	PUZ-A18NHA4 (Outdoor) PKA-A18HA4 (Indoor)	11U03117B (Outdoor) 2ZA07298A (Indoor)
11	mitsubishi (Ground Unit)	MUHM-18CN-U1 (Outdoor) MSHM-09CN-U1 (Indoor) MSHM-09CN-U1 (Indoor)	93500446B (Outdoor) 93000603B (Indoor) 93000596B (Indoor)
12	YORK (Roof)	DJ150N15N4AAA4	N0A5387028
13	Carrier (Roof)	48TCDD14A2A6A0A0G0	4120P38738
14	Carrier (Roof)	48TCDD14A2A6A0A0G0	4820P41279
15	YORK (Roof)	D3NZ036N05606NXC	W1B3483670

16	YORK (Roof)	D5NZ060N06546NXA	W1D3656495
17	YORK (Roof)	D3NZ036N05606NXC	W1B3483698
18	YORK (Roof)	D3NZ036N05606NXC	W1B3483661
19	YORK (Roof)	DF090N10N4AAA3	N0N4359905
20	YORK(Ground)	D1NP030N05606A	S N0H6822136
21	ARES ECU (Roof)	SE-1EI0E	A6118
22	YORK (Roof)	ZH150N15N4AAA5A	N1N2344889
23	YORK (Roof)	DF090N10N4AAA3	N0N4359907

IV. PREVENTATIVE MAINTENANCE

Preventative maintenance services shall be provided on a quarterly basis, during the months of March, June, September and December or as scheduled by the CDE Contract Monitor. The CDE Contract Monitor will coordinate with the Contractor to determine exact dates of service. Maintenance shall include air-conditioning and heating services as follows:

A. Air Conditioning Services (March & June)

1. Lubricate all bearings as needed
2. Check filters and replace as needed
3. Check refrigerant charge and operating pressures/temperatures
4. Check belts and adjust tension
5. Inspect units for possible refrigerant leaks
6. Check all safety controls
7. Check and tighten all electrical connections
8. Check evaporator coil
9. Check for proper operation of expansion device
10. Clean condensate drain
11. Clean condenser coil of dirt and debris
12. Inspect contactors
13. Inspect wiring for damage
14. Check voltage and amperage to motors and compressor
15. Cycle unit and test for proper operation

B. Heating Services (September & December)

1. Inspect and calibrate thermostat
2. Check filter and replace as required
3. Inspect heat exchanger for cracks
4. Clean burners and pilot
5. Lubricate all bearings as needed
6. Check for gas leaks
7. Inspect belt and adjust tension (belt will be provided, replaced, and installed by the Contractor, as needed)
8. Inspect flue and draft diverter
9. Check and calibrate fan control

10. Check and calibrate gas pressure
11. Inspect wiring for damage
12. Tighten all electrical connections
13. Test all safety controls
14. Check voltage and amperage to motors

C. Heat Pump Maintenance (September & December)

1. Lubricate all bearings as needed
2. Check filters and replace as needed
3. Check refrigerant charge and operating pressure temperatures
4. Check belts and adjust tension. Replace and installed by contractor as needed
5. Inspect units for possible refrigerant leaks
6. Check all safety controls
7. Check and tighten all electrical connections
8. Check indoor and outdoor coils
9. Check for proper operation of expansion device
10. Clean and condensate drain
11. Clean outdoor coil of dirt and debris
12. Inspect contactors
13. Inspect wiring for damage
14. Check voltage and amperage to motors and compressor
15. Cycle unit and test proper operation
16. Check capacitor for proper operation and rating
17. Check and calibrate fan control
18. Inspect and calibrate thermostat
19. Check operation of auxiliary heating strips

V. REPAIR SERVICES

- A. When a repair of the equipment listed in Article III, is needed and it is not covered under the listed Preventative Maintenance tasks in Article IV, the Contractor will notify the CDE Contract Monitor. The Contractor shall provide the CDE Contract Monitor with an itemized written detailed cost estimate of the required repair that is broken down by separate line items listing the materials, cost of materials, and labor hours/cost for repairs.
- B. All requests for repair service will be billed at the repair services rate set forth in Exhibit B, provided such requests are not the result of prior incomplete or inadequately performed repairs
- C. No additional mileage, travel time, or fuel costs shall be charged for traveling between worksites. Hourly charges will begin at the arrival time verified by the CDE Contract Monitor.
- D. The charges for approved repair services are not covered under the quarterly preventative maintenance services.
- E. No repairs shall be made without prior approval of the cost estimate by the CDE Contract Monitor. Once the repair work has been approved to be accomplished, the

CDE Contract Monitor shall schedule the work with the Contractor. Contractor will not be guaranteed repair work.

- F. The Contractor shall guarantee all just services performed for a minimum of ninety (90) days from the date of the service. If it is determined that failure has occurred due to defective parts or workmanship, the Contractor shall correct the failure at no additional expense to the CDE. Correction shall occur upon request for service by the CDE Contract Monitor.

VI. EMERGENCY REPAIRS

- A. The CDE may require the Contractor to provide emergency HVAC repairs outside normal working hours (See Exhibit A, Article XI., Service Schedule). The Contractor must respond to within two (2) hours to initiate onsite service unless a time extension has been approved by the CDE Contract Monitor.
- B. Emergency repairs will be billed at the Emergency Repair Rate set forth in Exhibit B, provided such emergency repairs are not the result of prior incomplete or inadequately performed work. No overtime hourly rates will be accrued or paid.
- C. No mileage, travel time, or fuel costs shall be charged for traveling between worksites. Hourly charges will begin at the arrival time verified by the CDE Contract Monitor.

VII. PARTS

The charges for parts and materials shall not exceed the Contractor's wholesale costs, excluding tax, plus thirty percent (30%), i.e.; $\$100.00 \text{ parts cost} \times \text{thirty percent (30\%)} \times 8.35\% \text{ (applicable) sales tax} = \140.86 . Original manufacturer parts and materials are preferred to be used. If original manufacturer parts are unattainable, CDE Contract Monitor, or CDE designee, will decide appropriate resolution. Replaced parts shall be left at the location for State inspection. All work shall be guaranteed for a reasonable period of time and costs for recalls shall be borne by the Contractor. A receipt is required for parts that exceed one-hundred dollars.

No mileage, travel time, or fuel charges shall be charged for the purpose of locating and/or purchasing parts. It is the contractor's responsibility to have the necessary tools and equipment required to perform contracted services. Costs for additional tools or equipment shall not be charged to the State.

Additional parts beyond general service must have prior specific authorization of the CDE Contract Monitor, before any work is done and/or parts are purchased and installed.

VIII. SERVICE REPORT

At the end of each service, preventative maintenance or repair, the Contractor shall provide a service report which includes the following, but is not limited to:

1. Identify the equipment serviced or repaired

2. Scheduled preventative maintenance completed, or provide a summary of completed work
3. Time of tech arrival
4. Time of tech departure
5. Detailed report of future work needed, including estimated cost for future repairs

The service report must be signed by both the CDE Contract Monitor and the Contractor at the time of service.

IX. CONTRACTOR'S REQUIREMENTS

- A. The Contractor must possess a current and valid C-20 – Warm-Air Heating, Ventilating and Air-Conditioning Contractor License as issued by the California Department of Consumer Affairs, Contractor's State License Board.
- B. The Contractor must possess a current and valid Environmental Protection Agency (EPA) 608 Technician Certified (Universal) certification issued by an EPA certified program, for each technician providing services under this contract.
- C. Should a new employee be hired, a copy of their EPA 608 Technician Certified (Universal) certification must be provided to the CDE Contract Monitor via email before said technician performs any service or maintenance on any equipment listed in Exhibit A, Article III., Equipment Inventory.

X. WASTE

All waste must be disposed of in accordance with all state, federal, and local laws, including, but not limited to, the EPA Standards.

XI. SERVICE SCHEDULE

- A. Days of Service: Monday through Friday except school or state holidays, unless otherwise approved by the CDE Contract Monitor. Upon execution of the contract, the CDE will provide the Contractor with a list of State recognized holidays.
- B. Hours of Service: 7:00 am – 3:30 pm (all work must be completed by 3:30 pm).

XII. COORDINATION

- A. Upon completion of work, the Contractor shall request a final inspection with the CDE Contract Monitor.
- B. The Contractor and/or their employees working on-site are required to sign in at the front lobby on a daily basis. The Contractor's employees will be issued a visitor's badge which must be worn at all times while on DCCC campus.
- C. The Contractor and their employees must be escorted by a DCCC staff member while on campus.

- D. Work under this contract may take place during times that students and staff will occupy most of the building. Contractor shall keep all paths of travel clear of debris, equipment and personnel at all times.

EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this agreement.

Invoices shall include the Agreement Number DC260113 and shall be submitted in arrears, not more frequently than monthly in duplicate to:

California Department of Education
Diagnostic Center Central California
Attention: Jared Toste
1818 W Ashlan Ave
Fresno, CA 93705
Email: jtoste@dcc-cde.ca.gov

II. BUDGET CONTINGENCY CLAUSE (rev. 04/2025)

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of federal and/or state funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States and/or California Government for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions, imposed by the federal or California government that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program or the federal or state executive branch does not disburse sufficient funds, this Agreement shall be amended to reflect any reduction in funds actually received by CDE.
- D. Pursuant to GC, Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of funds by a state agency.
- E. CDE has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction in funds that the CDE actually receives.

III. PAYMENT

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

IV. DVBE PARTICIPATION WITHHOLD (1/1/2022)

In accordance with the requirements set forth in the Military and Veterans Code (MVC), Section 999.7, the State shall withhold from the final payment amount to the Contractor, \$10,000.00, or the full final payment if less than \$10,000.00, until the prime Contractor complies with the certification requirements of MVC 999.5(d) by submitting to the State a completed an accurate Prime Contractor's Certification – DVBE Subcontracting Report (STD. 817) form and proof of payment to DVBE(s). Such retained amount shall be held by the State and shall be released pending receipt of a complete and accurate STD. 817 and proof of payment to the DVBE(s). If the Std. 817 form is late or incomplete, the State will allow the Contractor to cure within 30 days to meet the certification requirements. If the Contractor does not comply by the given deadline, the withheld amount will be permanently deducted. (See Exhibit E, Contract Requirements Related to DVBE Participation Compliance)

EXHIBIT B.1 – CONTRACTOR’S BID FORM

HVAC Preventative Maintenance and Repair Services IFB – DC260113

Contract Period: January 1, 2027 through December 31, 2027

The undersigned Contractor hereby proposes to furnish all labor, material, equipment, travel, transportation, fuel, parking, equipment, equipment rental, taxes, permits, licenses, certifications, insurance and/or any other overhead expenses necessary to perform all the work required for preventative maintenance and repair services for the HVAC equipment at the Diagnostic Center Central California (DCCC) in accordance with the Terms and Conditions contained herein:

#	DESCRIPTION	RATE	QUANTITY		TOTAL
1	Preventative Maintenance Services	\$_____ / per quarter	x 4 quarters	=	\$_____
2	Repair Services	\$_____ / per hour	x 35 hours*	=	\$_____
3	Emergency Repair Rate	\$_____ / per hour	x 12 hours*	=	\$_____
4	Parts Allowance*			=	\$4,000.00
	GRAND TOTAL (add lines 1-4)				\$_____

*Amount for hours/parts is estimation only; CDE reserves the right to increase/decrease the amount of hours and/or parts

This bid form must be completed in its entirety. An unsigned bid form may result in disqualification.

Bidder Name: _____

Address: _____

City/State/Zip: _____

Email: _____

Phone: _____

Signature: _____

Printed Name/Title: _____

License #: _____

Federal ID #: _____

Questions regarding completion of this form should be brought to the attention of: Kourtney Twist, by email at ktwist@cde.ca.gov or by phone at (916) 322-2482

EXHIBIT B.2 – CONTRACTOR’S BID FORM

HVAC Preventative Maintenance and Repair Services IFB – DC260113

OPTION TO RENEW: Contract Period: January 1, 2028 through December 31, 2028

The undersigned Contractor hereby proposes to furnish all labor, material, equipment, travel, transportation, fuel, parking, equipment, equipment rental, taxes, permits, licenses, certifications, insurance and/or any other overhead expenses necessary to perform all the work required for preventative maintenance and repair services for the HVAC equipment at the Diagnostic Center Central California (DCCC) in accordance with the Terms and Conditions contained herein:

#	DESCRIPTION	RATE	QUANTITY		TOTAL
1	Preventative Maintenance Services	\$_____/ per quarter	x 4 quarters	=	\$_____
2	Repair Services	\$_____/ per hour	x 35 hours*	=	\$_____
3	Emergency Repair Rate	\$_____/ per hour	x 12 hours*	=	\$_____
4	Parts Allowance*			=	\$4,000.00
	GRAND TOTAL (add lines 1-4)				\$_____

*Amount for hours/parts is estimation only; CDE reserves the right to increase/decrease the amount of hours and/or parts

This bid form must be completed in its entirety. An unsigned bid form may result in disqualification.

Bidder Name: _____

Address: _____

City/State/Zip: _____

Email: _____

Phone: _____

Signature: _____

Printed Name/Title: _____

License #: _____

Federal ID #: _____

Questions regarding completion of this form should be brought to the attention of: Kourtney Twist, by email at ktwist@cde.ca.gov or by phone at (916) 322-2482

EXHIBIT B.3 – CONTRACTOR’S BID FORM

HVAC Preventative Maintenance and Repair Services IFB – DC260113

OPTION TO RENEW: Contract Period: January 1, 2029 through December 31, 2029

The undersigned Contractor hereby proposes to furnish all labor, material, equipment, travel, transportation, fuel, parking, equipment, equipment rental, taxes, permits, licenses, certifications, insurance and/or any other overhead expenses necessary to perform all the work required for preventative maintenance and repair services for the HVAC equipment at the Diagnostic Center Central California (DCCC) in accordance with the Terms and Conditions contained herein:

#	DESCRIPTION	RATE	QUANTITY		TOTAL
1	Preventative Maintenance Services	\$_____ / per quarter	x 4 quarters	=	\$_____
2	Repair Services	\$_____ / per hour	x 35 hours*	=	\$_____
3	Emergency Repair Rate	\$_____ / per hour	x 12 hours*	=	\$_____
4	Parts Allowance*			=	\$4,000.00
	GRAND TOTAL (add lines 1-4)				\$_____

*Amount for hours/parts is estimation only; CDE reserves the right to increase/decrease the amount of hours and/or parts

This bid form must be completed in its entirety. An unsigned bid form may result in disqualification.

Bidder Name: _____

Address: _____

City/State/Zip: _____

Email: _____

Phone: _____

Signature: _____

Printed Name/Title: _____

License #: _____

Federal ID #: _____

Questions regarding completion of this form should be brought to the attention of: Kourtney Twist, by email at ktwist@cde.ca.gov or by phone at (916) 322-2482

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 02/2025 will be incorporated by reference and made part of this Agreement. The GTC 02/2025 document can be viewed at <https://www.dgs.ca.gov/OLS/Resources/Standard-Contract-Language>

EXHIBIT D – SPECIAL TERMS & CONDITIONS

I. RIGHT TO TERMINATE

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

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

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State’s premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render services as a result of any action by any governmental authority.

II. TERMINATION FOR TARGETS OF ECONOMIC SANCTIONS; EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

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

III. RESOLUTION OF DISPUTES

If the Contractor disputes any action by the project monitor arising under or out of the performance of this contract, the Contractor shall notify the project monitor of the dispute in writing and request a claims decision. The project monitor shall issue a decision within 30 days of the Contractor’s notice. If the Contractor disagrees with the project monitor’s claims decision, the Contractor shall submit a formal claim to the Superintendent of Public Instruction or the Superintendent’s designee. The decision of the Superintendent shall be final and conclusive on the claim unless the decision is arbitrary, capricious, or grossly erroneous or if any determination of fact is unsupported by substantial evidence. The decision may encompass facts, interpretations of the contract, and determinations or applications of law. The decision shall be in writing following an opportunity for the contractor to present oral or documentary evidence and arguments in support of the claim. Contractor shall continue with the responsibilities under this Agreement during any dispute.

IV. LOSS LEADER

It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

V. ICT ACCESSIBILITY REQUIREMENTS (05/2018)

Unless the scope of work expressly provides that the CDE shall be responsible for all 508 compliance:

- A. Contractor shall, in accordance with California Government Code section 7405 (which requires state agencies to comply with Section 508 of the federal Rehabilitation Act of 1973 (Section 508)), ensure that any and all Information and Communications Technology (ICT) deliverables developed, procured, or maintained as a result of this contract shall comply with state and federal accessibility requirements, including: (i) the Web Content Accessibility Guidelines (WCAG) 2.0 at the AA level found at: <http://www.w3.org/TR/WCAG20/>, (ii) the CDE’s Web Standards found at: <https://www.cde.ca.gov/re/di/ws/webstandards.asp>, and (iii) the CDE’s Web Application Review Team (WebART) review process found at: <https://www.cde.ca.gov/re/di/ws/webartproc.asp>.
- B. The definition of “Information and Communications Technology” or “ICT” includes but is not limited to: computer hardware, software, cloud services, websites, web content, web or mobile application, office documents (e.g., MS Word, MS Excel, MS PowerPoint, PDF), multimedia, social media, email, and electronic devices.
- C. Contractor shall employ a section 508 compliance expert with qualifications and experience acceptable to the CDE to: (i) advise Contractor during ICT deliverable development, and (ii) certify in writing on behalf of Contractor that the ICT deliverables are fully compliant with the standards in subsection A above and Section 508 prior to submission to, or use by, the CDE. Such certification shall also include a statement describing precise methods by which compliance was determined, along with the results of testing. The Contractor is responsible for any costs associated with breach of such certification.
- D. Upon CDE’s request, the Contractor must provide to the CDE all source files for ICT deliverables to the CDE for the purpose of improving accessibility. This may include non-proprietary code, unedited pictures and video, and original documents prior to PDF conversion among others.

VI. PROHIBITION OF DISCRIMINATION

In addition to the non-discrimination requirements in General Terms and Conditions attached as Exhibit C, Contractor and its subcontractors shall comply with Education Code section 220, which prohibits any person from discriminating on the basis of any characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, in any program or activity conducted in connection with this contract.

VII. HEALTH AND SAFETY

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

EXHIBIT E – ADDITIONAL PROVISIONS

I. COMPUTER SOFTWARE COPYRIGHT COMPLIANCE

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

II. CERTIFICATE OF INSURANCE REQUIREMENTS:

A. Commercial General Liability:

Contractor shall furnish to the CDE, a Certificate of Insurance, issued by an insurance carrier licensed to write general liability insurance in the State of California, stating liability insurance is presently in effect for the Contractor of not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage liability combined.

B. Certificate of Insurance Requirements:

Each Certificate(s) of Insurance must provide the following additional insured language:

The State of California, its officers, agents, employees, servants and CSSS students are included as additional insured, but only insofar as the operations under this contract are concerned.

Contractor is responsible to notify the State within 5 business days of any cancellation, non-renewal or material change that affects required insurance coverage.

Contractor agrees that the insurance provided shall be in effect at all times during the term of the contract. In the event insurance coverage expires at any time or times during the term of the contract, the Contractor agrees to provide a new Certificate of insurance to:

California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814
Attention: Contracts Office – DC260113
Email: CONTRACTSOFFICE@cde.ca.gov

Evidencing coverage as established herein for not less than the number of working days or remainder of the term of the contract, or of a period of not less than one year.

New Certificates of Insurance are subject to the approval of the Department of General Services, Office of Risk and Insurance Management, if required. The Contractor agrees that no work or services shall be performed prior to such approval.

Failure to continuously maintain insurance coverage as herein provided is a material breach of the contract for which, in addition to any other remedy provided by law, the state and/or the CDE, may terminate the contract's control over the work and may proceed with the completion of the work in any manner it deems appropriate.

III. WORKERS' COMPENSATION

Contractor shall furnish to the CDE a Certificate of Insurance, issued by an insurance carrier licensed to write Workers' Compensation insurance in the State of California that hereby warrants it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If staff provided by the Contractor is defined as independent contractors, this clause does not apply.

IV. AMENDMENTS

The CDE reserves the right to amend the contract under circumstances including but not limited to: 1) to exercise the option to renew, 2) when additional funds are required for parts and/or labor, and 3) for unforeseen costs associated with emergency repairs (as determined by CDE). Amendment is of no force or effect until signed by both parties and approved by the Department of General Services, if required.

V. OPTION TO RENEW

The contract awarded through this IFB would expire on December 31, 2027; however, the CDE may exercise the options to renew for two additional years.

Costs for the first one-year option to renew (January 1, 2028 – December 31, 2028) shall be computed in accordance with the Contractor's Bid Form Exhibit B.2, contract period January 1, 2028 – December 31, 2028. If the State elects to renew the agreement with the Contractor, the CDE Contract Monitor will notify the Contractor of the option to renew in June 2027.

Costs for the second one-year option to renew (January 1, 2029 – December 31, 2029) shall be computed in accordance with the Contractor's Bid Form Exhibit B.3, contract period January 1, 2029 – December 31, 2029. If the State elects to renew the agreement with the Contractor, the CDE Contract Monitor will notify the Contractor of the option to renew in June 2028.

VI. CONTRACT REQUIREMENTS RELATED TO DVBE PARTICIPATION COMPLIANCE

- A. DVBE Substitution: Contractor understands and agrees to comply with the requirements set forth in Military and Veterans Code, Section 999 et seq. that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code, Section 999.5(f), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by both the awarding department and the Department of General Services (DGS) prior to the commencement of any work by the proposed subcontractor. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in MVC, Section 999.9; Public Contract Code (PCC), Section 10115.10.

If awarded the contract, the Contractor must use the DVBE subcontractors and/or supplier(s) in its proposal unless the contractor requested substitution via prior written notice to the CDE and the CDE may consent to the substitution of another person as a subcontractor in any of the following situations (2 CFR 1896.73):

1. When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, falls or refuses to execute a written contract, when that written contract based upon the general terms, conditions, plans and specifications for the project involved or the terms of that subcontractor's written bid, is presented to the subcontractor by the prime Contractor.
2. When the listed subcontractor becomes bankrupt or insolvent or goes out of business.
3. When the listed subcontractor fails or refuses to perform the subcontract.
4. When the listed subcontractor fails or refuses to meet the bond requirements of the prime contractor.
5. When the prime Contractor demonstrates to the CDE that the name of the subcontractor was listed as a result of an inadvertent clerical error.
6. When the listed subcontractor is not licensed pursuant to the Contractor's License Law, if applicable, or any applicable licensing requirement of any regulatory agency of the State of California.
7. When the CDE determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.

The request and the State's approval or disapproval is NOT to be construed as an excuse for noncompliance with any other provision of law, including but not limited to the Subletting and Subcontracting Fair Practices Act or any other contract requirements relating to substitution of subcontractors.

Failure to adhere to at least the DVBE participation proposed by the Contractor may be cause for contract termination and recovery of damages under the rights and remedies due the State under the default section of the contract.

- B. Reporting: The Contractor must complete and provide an accurate Prime Contractor's Certification – DVBE Subcontracting Report (STD. 817) and proof of payment to DVBE(s) upon contract completion with the final invoice. The Contractor must provide any additional report(s) of actual participation by DVBEs (by dollar amount and category) as may be required by the CDE to document compliance.

An amount of \$10,000.00, or full amount of the final invoice if less than \$10,000.00, from the Contractor's final payment will be withheld pending receipt of a complete and accurate STD. 817 and proof of payment to the DVBE(s).

If the Std. 817 form is late or incomplete, the State will allow the Contractor to cure within 30 days to meet the certification requirements.

If the Contractor does not comply by the given deadline, the withheld amount will be permanently deducted.

- C. Compliance Audit: The Contractor must agree that the State or its designee will have the right to review, obtain, and copy all records pertaining to performance of the contract. The Contractor must agree to provide the State or its designee with any relevant information requested and shall permit the State or its designee 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 this requirement. The Contractor must further agree to maintain such records for a period of six years after final payment under the contract.

VII. EMPLOYEES

For each phase and type of work the Contractor shall employ personnel skilled in their respective trades and skilled in the use of methods, tools, and appliances developed in order to obtain the highest quality of workmanship throughout the project. Any person the State deems incompetent or disruptive must be promptly removed by the Contractor and not employed on the project.

VIII. PERMITS, LAWS AND REGULATIONS

- A. The Contractor shall procure all permits and licenses as may be required and pay all lawful charges and fees. He/she shall give all required notices incident to the lawful prosecution of work under this contract.
- B. The State will furnish the necessary encroachment permits and permits for access to the work site.
- C. No building permits from city or county governments are necessary for work on State projects.
- D. The Contractor shall comply with the current edition of Title 8, Title 19, Title 21, Title 22, and Title 24, of the *California Code of Regulations*, as applicable.

IX. QUALITY CONTROL

The Contractor is responsible for thoroughly investigating the site and satisfying itself of the accuracy of the information provided, prior to starting work. The Contractor is responsible for providing a complete installation that conforms to all current applicable codes and regulations.

X. CONTROL OF WORK

- A. All work under this contract shall be done to the complete satisfaction of the State.
- B. The CDE Contract Monitor shall decide all questions which may arise about the quality of the work performed, to the manner of performance and rate of progress of the work, and to all questions as to the acceptable fulfillment of the contract by the Contractor.

XI. GUARANTEE

The Contractor hereby unconditionally guarantees that the work will be done in accordance with the requirements of the contract, and further guarantees work of the contract to be and remain free of defects in workmanship and materials for a period of one year from the date of acceptance of the contract, unless a longer guarantee period is specifically called out in the specifications. Contractor hereby agrees to repair or replace any and all work together with any other adjacent work which may have been damaged or displaced in so doing, that may prove to be not in accordance with requirements of the contract or that may be defective in its workmanship or material within guarantee period specified, without any expense whatsoever to the State, ordinary wear and tear and unusual abuse or neglect excepted.

The Contractor further agrees, that within 10 calendar days after being notified in writing by the CDE of any work not in accordance with the requirements of the contract or any defect in the work, they will commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time, and in the event the Contractor fails to so comply, the Contractor does hereby authorize the CDE to proceed to have such work done at the Contractor's expense and the Contractor will pay the costs thereof upon demand. The CDE shall be entitled to all costs, including reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to health or safety of the State's employees, property, or licensees, the CDE may undertake, at the Contractor's expense, without prior notice, all work necessary to correct such hazardous condition when it was caused by work of the Contractor not being in accordance with requirements of this contract.

XII. PREVAILING WAGE

- A. Pursuant to Labor Code, Section 1775, it is hereby mutually agreed that the Contractor shall forfeit to the State a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid by him or her, or subcontractor under him or her, less than the prevailing wage rates so stipulated and in addition the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.

Note that Labor Code, Section 1771.5 allows exemptions from the general prevailing rate under specific conditions for departments with Labor Compliance Programs.

- B. Pursuant to Labor Code, Section 1813 it is further agreed that the maximum hours a worker is to be employed is limited to eight (8) hours a day and forty (40) hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five dollars (\$25) for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight (8) hours in any calendar day or more than forty (40) hours in any calendar week, in violation of Labor Code, Sections 1810 - 1815, inclusive.

Completed certified payroll reporting forms for all workers involved in this project shall be submitted to the CDE Contract Monitor prior to the authorization of payment for work under this contract.

- C. Pursuant to Section 1770 of the Labor Code, the Department of Industrial Relations (DIR) has ascertained the general prevailing wage rates applicable for the county in which the work is completed. Copies of the prevailing wage rate determinations are on file at the DIR website at www.dir.ca.gov.

XIII. MATERIALS AND EQUIPMENT

- A. Only new materials are acceptable. Where quality is not specified and several grades are available, then the best quality or grade shall be used. Where there exists a choice of color, pattern, finish, or other variation within the grade of material specified and such choice is not stated, such choice will be made in writing by the State, prior to the incorporation of the materials into the work.
- B. Certain equipment, articles or materials may be called for under a trade name or the name of a manufacturer and their catalog information. The use of alternative equipment, articles or materials of like, better or equal quality and suitability for the purpose intended will be considered, if a request in writing be made by the Contractor within thirty-five (35) days of the start date or notice to commence. The determination as to the suitability of any product shall be made by the CDE Contract Monitor. Any request for substitution must be made in ample time to permit investigation by the State without delaying the work. The State will require data showing the materials proposed to be used comply with the requirements of the Plans and Specifications. All materials which do not meet the requirements of the Plans and Specifications will be rejected whether incorporated in the work or not, and shall be removed from the premises by the Contractor at no cost to the State.

XIV. CLEAN UP

The Contractor, at all times, shall keep the premises safe, free from accumulation of waste materials, or rubbish caused by his/her operations. At the completion of the work he/she shall remove all debris, waste materials, rubbish, tools, equipment, supplies and surplus materials from State Property. If the Contractor fails to comply, the State may complete the clean-up in any manner it deems appropriate and the cost thereof will be charged to the Contractor and deducted from the final payment. Salvageable material and items shall be transported and stored as directed by the CDE Contract Monitor.

ATTACHMENT 1 – REQUIRED ATTACHMENT CHECKLIST

HVAC Preventative Maintenance and Repair Services IFB – DC260113

Bidder Name: _____

Complete this checklist to confirm all required attachments, pursuant to General Information, [Article XIII. Bid Submission Requirements](#), have been included as part of your bid package.

For your bid to be responsive, all required attachments, must be submitted with an original signature. A complete bid or bid package must consist of the items identified below.

REQUIRED ATTACHMENTS:

- A. Attachment 1 Required Attachment Checklist – Use as a cover to confirm all required attachments are included in your bid package
- B. Exhibit B.1, Exhibit B.2, and Exhibit B.3 Contractor's Bid Forms
- C. Licenses/Certifications:
 - a. C-20 Warm-Air Heating, Ventilating, and Air-Conditioning Contractor License AND;
 - b. EPA Section 608 Technician Certification (Universal) for **all** technicians proposed to do work
- D. Insurance Certificate: Commercial General Liability and Workers' Compensation
- E. Contractor Certification Clauses (CCC 04/2017)
- F. Payee Data Record (STD 204) and Payee Data Record Supplement (STD 205)
- G. Attachment 2 Certification of Workers Compensation Insurance
- H. Attachment 3/3a Darfur Contracting Act Certification, OR Darfur Contracting Act Supplemental
- I. Attachment 4 California Civil Rights Certification
- J. Attachment 6 Bidder Certification
- K. Conditional Attachments
 - 1. Subcontracting
 - 2. Small Business Preference
 - 3. DVBE Incentive Option
- L. Additional Set – Include one copy of the required attachments with a photocopy of original signature

ATTACHMENT 2 – CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

I, the bidder, am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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.

Please check one box:

- ☐ I am an employer and I am aware of the provisions of Section 3700 of the Labor Code
- ☐ I am an independent Contractor and have no employees

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the bidder to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Bidder Name: _____

Signature: _____

Printed Name/Title: _____

ATTACHMENT 3 – DARFUR CONTRACTING ACT CERTIFICATION

Bidder Name: _____

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do not need to complete this form. However, if this form is not completed, the Supplemental form must be completed and submitted with your bid or proposal.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is not a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Signature: _____

Printed Name/Title: _____

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

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

Signature: _____

Printed Name/Title: _____

ATTACHMENT 3a – DARFUR CONTRACTING ACT CERTIFICATION SUPPLEMENTAL

Bidder Name: _____

I acknowledge that I have read the Darfur Contracting Act Certification form and my company has not, within the previous three years, had any business activities or other operations outside of the United States.

Signature: _____

Printed Name/Title: _____

ATTACHMENT 4 – CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

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

- A. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, 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
- B. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, 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, hereby swear that I am duly authorized to legally bind the bidder to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Bidder Name: _____

Signature: _____

Printed Name/Title: _____

ATTACHMENT 5 – SMALL BUSINESS PREFERENCE SHEET

NOTICE TO ALL BIDDERS: Small Business and Non-Small Business Contractors

- A. Small businesses will be granted the five percent (5%) small business preference on a bid evaluation by an awarding department when a responsible non-small business has submitted the lowest-priced, responsive bid or a bid that has been ranked as the highest scored bid pursuant to a solicitation evaluation method described in Section 1896.8, and when the small business:
1. Has included in its bid a notification to the awarding department that it is a small business or that it has submitted to the Department a complete application pursuant to Section 1896.14 no later than 5:00 p.m. on the bid due date, and is subsequently certified by DGS as a small business; and
 2. Has submitted a timely, responsive bid; and
 3. Is determined to be a responsible bidder.
- B. Non-small business bidders will be granted a five percent (5%) non-small business subcontractor preference on a bid evaluation by an awarding department when a responsible non-small business has submitted the lowest-priced responsive bid or a bid that has been ranked as the highest scored bid pursuant to a solicitation evaluation method described in Section 1896.8, and when the non-small business bidder:
1. Has included in its bid a notification to the awarding department that it commits to subcontract at least twenty-five percent (25%) of its net bid price with one or more small business(es); and
 2. Has submitted a timely, responsive bid; and
 3. Is determined to be a responsible bidder; and
 4. Submits a list of the small business(es) it commits to subcontract with for a commercially useful function in the performance of the contract. The list of subcontractors shall include their name, address, phone number, a description of the work to be performed, and the dollar amount or percentage (as specified in the solicitation) per subcontractor.

Are you a California certified small business? ☐ YES ☐ NO

Are you a non-SB subcontracting at least 25% to a CA certified SB? ☐ YES ☐ NO

Bidder Name: _____

Signature: _____

Printed Name/Title: _____

A copy of the SB certification letter from OSDS or any proof of certification from the State of California, including an e-mail or a Web site print out must be included.

If you have applied and not yet been formally certified, include the date of application. (Must be certified by Bid Due date to be considered for the SB Preference). Date applied (if not yet certified): _____

ATTACHMENT 6 - BIDDER CERTIFICATION

HVAC Preventative Maintenance And Repair Services – DC260113

I, the bidder, hereby certify that the Contractor proposed to do work under this contract has a current and valid C-20 Warm-Air Heating, Ventilating, and Air-Conditioning Contractor's License, issued by the Department of Consumer Affairs, Contractor's State License Board.

I hereby certify that all technicians proposed to complete work under this contract have a current and valid EPA Section 608 Technician Certification (Universal).

Technician Name (First, Last)	EPA Section 608 Technician Certification (Y/N)
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

*Add additional sheets, if needed.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the bidder to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Bidder Name: _____

Signature: _____

Printed Name/Title: _____

ATTACHMENT 7 – PROTEST PROCEDURES FOR INVITATION FOR BIDS

A. Notification

1. Five working days before making the award, the CDE will notify the lowest bidder by telephone, fax, overnight courier or personal delivery if the contract will be awarded to another bidder.
2. If prior to the award any bidder files a protest against the awarding of the contract, the contract shall not be awarded until either the protest has been withdrawn or DGS has decided the matter.
3. Within five working days after filing the protest, the protesting bidder shall file with DGS a full and complete written statement specifying the grounds for protest plus the “Invitation for Bid” number, the name of the State agency involved and the agency contract officer.
4. Protests may be sent by regular mail, email, courier or personal delivery. Protestants should include their fax number if they have one.

B. Grounds for Protest

The lowest responsible bidder meeting the specifications was not awarded the contract.

C. Procedures

Procedures for filing protests under this section are:

1. Disposition of Protests – Following receipt of a protest filed as prescribed, DGS shall determine whether the protest is to be resolved by written submission of material or by public hearing. (Title 2, California Code of Regulations, Section 1195, et seq.)
2. Hearing Procedures
 - a. A hearing shall be conducted by DGS, Office of Administrative Hearings for resolution pursuant to the applicable statutes and regulations. (Public Contract Code, Section 10345)
 - b. DGS, Office of Administrative Hearings arranges for all hearings to be recorded by a hearing reporter. Any interested party may arrange with the reporter to have a transcript prepared at his or her own costs.
 - c. All of the costs of the proceeding will be charged to the CDE.