
CALIFORNIA DEPARTMENT OF JUSTICE

Office of the Attorney General
Division of Administrative Services
Contracts and Purchasing Unit
1300 I Street, Suite 820
Sacramento, California 95814



Monday, August 17, 2026

Invitation for Bid Number **26-0071-IFB**

Notice to Prospective Bidders

The California Department of Justice (DOJ) invites prospective bidders to review and respond to the attached Invitation for Bid (IFB) Number **26-0071-IFB** entitled, "**DOJ – Division of Law Enforcement (DLE), Bureau of Forensic Services (BFS) – Santa Rosa, Chiller Removal & Replacement Installation**". When preparing and submitting a bid, compliance with the instructions found herein is imperative.

All Agreements entered into with the State of California shall include, by reference, General Terms and Conditions (GTC 04/2017) that may be viewed and downloaded at the following site: <https://www.dgs.ca.gov/OLS/Resources>. If any prospective bidder lacks Internet access, a hard copy of these items can be obtained by contacting **Morgan Compton** at Morgan.Compton@doj.ca.gov.

If a discrepancy occurs between the information in the advertisement appearing in the California Department of General Services, Cal eProcure website and the information herein, the information in this notice and in the attached IFB shall take precedence.

I. Bid Due Date

Regardless of postmark or method of delivery, the California Department of Justice, Contracts and Purchasing Unit must receive bid packages no later than **3:00 PM PST on Wednesday, September 09, 2026**. For detailed submission instructions, see section **EE** of this IFB, entitled "Submission of Bids".

II. Disabled Veteran Business Enterprise (DVBE) Participation Requirements

The DVBE participation requirement **has been waived** for this solicitation. Bidders who provide DVBE participation are eligible to receive a DVBE Incentive. For more information regarding this option, see section **HH** of this IFB, entitled "Preference and Incentive Programs". If you have questions, please contact the DOJ, SB/DVBE Advocate at Advocate@doj.ca.gov.

If you go above the requirement and subcontract for 3.25 % or more of the total dollar amount of the agreement resulting from this IFB, you may be eligible to receive a DVBE Incentive. For more information regarding this option, see section **HH** of this IFB, entitled "Preference and Incentive Programs".

III. Funding Limit

The proposed Agreement is valid and enforceable only if sufficient funds are made available by the Budget Act of the appropriate fiscal year for the purpose(s) of the Agreement.

In addition, the proposed Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature, which may affect the provisions, terms, or funding of the Agreement in any manner. If full funding does not become available, the DOJ will either cancel the resulting Agreement or amend it to reflect reduced funding and reduced activities.

IV. Bidder Questions

In the opinion of the DOJ, this Invitation for Bid is complete and without need of explanation. However, if questions arise or there is a need to obtain clarifying information, put all inquiries in writing and route them to the DOJ following the instructions set forth in section **D** of this IFB, entitled "Bidder Questions".

V. Executive Order N-6-22 Economic Sanctions Against Russia

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

Thank you for your interest in the service needs of the California Department of Justice.

Sincerely,



Morgan Compton
Analyst II

Enclosures



Invitation for Bid 26-0071-IFB

**DOJ – Division of Law Enforcement (DLE) –
Bureau of Forensic Services (BFS) –
Santa Rosa
Chiller Removal & Replacement Installation**

California Department of Justice
Division of Administrative Services
Contracts and Purchasing Unit
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Required Attachments

<u>Attachment #</u>	<u>Attachment Name</u>
Attachment 1	Bid Form
Attachment 2	Required Attachment/Certification Checklist
Attachment 3	Bid Evaluation Form (For DOJ Use Only)
Attachment 4	Client References
Attachment 5	CCC 04/2017 – Contractor Certification Clauses
Attachment 6	Darfur Contracting Act Certification (DGS PD 1)
Attachment 7	STD 204 – Payee Data Record
Attachment 8	Conflict of Interest & Confidentiality Statement – Vendor
Attachment 9	California Disabled Veteran Business Enterprise (DVBE) – Bid Incentive Instructions and Resources and Information
Attachment 9a	STD 843 – Disabled Veteran Business Enterprise Declarations
Attachment 10	Non-Small Business Subcontractor Preference Instructions
Attachment 10a	Small Business Subcontractor/Supplier Acknowledgement
Attachment 11	GSPD-05-105 – Bidder Declaration and Bidder Instructions
Attachment 12	DGS OLS 04 – California Civil Rights Laws Attachment
Attachment 13	Iran Contracting Act
Attachment 14	Bidder’s Acknowledgement of Prevailing Wage Requirements
Attachment 15	Contractor License Information
Attachment 16	Non-Collusion Affidavit, <i>completion only required if awarded bid</i>
Attachment 17	Payment Bond, <i>completion only required if awarded bid</i>
Attachment 18	Performance Bond, <i>completion only required if awarded bid</i>
Attachment 19	STD 19 – Nondiscrimination Compliance Statement
Attachment 20	STD 21 – Drug-Free Workplace Certification, <i>completion only required if awarded bid</i>

Sample Agreement Forms/Exhibits

<u>Form/Exhibit Title</u>	<u>Form/Exhibit Name</u>
STD 213	Standard Agreement
Exhibit A	Statement of Work
Exhibit B	Budget Detail and Payment Provisions
Exhibit C	General Terms and Conditions. View or download at this Internet site: https://www.dgs.ca.gov/ols/Resources
Exhibit D	Special Terms and Conditions

A. Purpose and Description of Services

The California Department of Justice (DOJ) is soliciting bids from firms that can provide **Chiller Removal & Replacement Installation** for the DOJ, **Division of Law Enforcement (DLE), Bureau of Forensic Services (BFS)**. Bids must address all the services described in section I of this Invitation for Bid (IFB), entitled “Statement of Work”, including those terms in the referenced exhibits.

The DOJ intends to make a single agreement award to the responsive and responsible firm offering the lowest bid. This IFB is open to all eligible firms and/or individuals that meet the qualification requirements.

B. Time Schedule

Below is the tentative time schedule for this IFB:

Event	Date	Time (If applicable)
IFB Released	Monday, August 17, 2026	
Mandatory Pre-Bid Walkthrough	Monday, August 24, 2026	3:00 PM PST
Questions Due	Wednesday, August 26, 2026	3:00 PM PST
Bid Due Date	Wednesday, September 09, 2026	3:00 PM PST
Bid Opening	Thursday, September 10, 2026	10:00 AM PST
Proposed Start Date of Agreement	Thursday, October 01, 2026	

C. Agreement Term

The term of the resulting agreement is expected to be for two (2) years and is anticipated to be effective from **Thursday, October 01, 2026** (or upon approval) through **Saturday, September 30, 2028**, with the option to extend the term at the discretion of the DOJ and upon approval, if required, from the California Department of General Services (DGS). The agreement term may change if the DOJ makes an award earlier than expected or if the DOJ cannot execute the agreement by the anticipated start date due to unforeseen delays. The DOJ reserves the right to extend the term of the resulting agreement as necessary to complete the services needed by the DOJ. Agreement extensions are subject to satisfactory performance by the Contractor, funding availability, and possibly approval by the DGS.

The resulting Agreement will be of no force or effect until it is signed by both parties and approved by the DGS, if required. The successful bidder is hereby advised not to commence performance until all approvals have been obtained. If performance commences before all approvals are obtained, said services may be considered to have been volunteered.

D. Bidder Questions

Bidders shall immediately notify the DOJ if clarification is needed regarding the services sought or questions arise about the IFB and/or its accompanying materials, instructions, or requirements. All inquiries must be in writing and submitted to the DOJ via electronic mail no later than the date and time stated in section B of this IFB, entitled "Time Schedule". At its discretion, the DOJ reserves the right to contact an inquirer to seek clarification of any inquiry received.

Bidders that fail to report a known or suspected problem with this IFB and/or any accompanying materials or fail to seek clarification and/or correction of this IFB and/or any accompanying materials, shall submit a bid at their own risk. In addition, if awarded the Agreement, the successful bidder shall not be entitled to additional compensation for any additional work caused by such problem, including any ambiguity, conflict, discrepancy, omission, or error.

If an inquiry appears to be unique to a single firm or is marked "Confidential," the DOJ will email a response only to the inquirer if the DOJ concurs with the bidder's claim that the inquiry is sensitive or proprietary in nature. If the DOJ does not concur, the inquiry will be answered in the manner described herein and the bidder will be so notified. Inquiries and/or responses that the DOJ agrees should be held in confidence shall be held in confidence only until the Notice of Intent to Award is posted.

1. What to include in an inquiry

- a. Inquirer's name, name of firm submitting the inquiry, mailing address, email address, area code and telephone number.
- b. A description of the subject or issue in question or discrepancy found.
- c. IFB section, page number or other information useful in identifying the specific problem or issue in question.
- d. Remedy sought, if any. A bidder that desires clarification about specific IFB requirements and/or whose inquiry relates to sensitive issues or proprietary aspects of a bid may submit individual questions that are marked "Confidential". The bidder must include with its inquiry an explanation as to why it believes questions marked "Confidential" are sensitive or surround a proprietary issue.

2. Question deadline

Submit questions and inquiries no later than the date and time (Wednesday, August 26, 2026, 3:00 PM PST), as stated in section B of this IFB, entitled "Time Schedule".

Questions received after the due date and time will not be considered.

The DOJ will accept questions and inquiries about the following issues up to the bid due date:

- a. DVBE participation.
- b. How to complete DVBE attachments.
- c. The reporting of IFB errors or irregularities.

3. How to submit questions

Please submit questions and inquiries regarding **26-0071-IFB** to **Morgan Compton** at Morgan.Compton@doj.ca.gov.

Note: Please type “**Questions 26-0071-IFB**” in subject line of email.

4. Verbal questions

The DOJ reserves the right not to accept or respond to verbal questions and inquiries. **Verbal remarks provided in response to verbal questions and inquiries are unofficial and are not binding on the DOJ unless later confirmed in writing.** Any additional requirements shall be issued in the form of an addendum to all potential bidders.

Direct all verbal requests for DVBE assistance to the DOJ, SB/DVBE Advocate at Advocate@doj.ca.gov up to the bid due date.

E. Mandatory Pre-Bid Walkthrough

The DOJ will hold a Mandatory Pre-Bid Walkthrough for this IFB on **Monday, August 24, 2026** at the BFS/Santa Rosa Laboratory located at 410 Russell Avenue, Santa Rosa, CA 95403.

The Mandatory Pre-Bid Walkthrough will allow all prospective Contractors to see where any work is expected to be performed. **Bids will only be accepted by bidders that attended the Mandatory Pre-Bid Walkthrough.**

Questions and answers will be recorded and included in the Q & A addendum. Please refer to the time schedule, above, for the Mandatory Pre-Bid Walkthrough date and time. Please note that the Mandatory Pre-Bid Walkthrough will begin promptly at **3:00 PM PST**. During the Mandatory Pre-Bid Walkthrough, a list of hazardous materials will be discussed.

For questions regarding the Mandatory Pre-Bid Walkthrough, please contact Merrilee Gates at Merrilee.Gates@doj.ca.gov or (916) 261-1057.

Reasonable accommodations will be provided to prospective bidders needing assistance due to physical impairment, upon request to the DOJ for the Mandatory Pre-Bid Walkthrough. The prospective bidder must contact **Merrilee Gates** at Merrilee.Gates@doj.ca.gov or (916) 261-1057 to arrange for reasonable accommodation seventy-two (72) hours prior to the Mandatory Pre-Bid Walkthrough.

F. License/Permits/Insurance Papers

1. Contractor shall have and submit copies with IFB all applicable certificates of insurance, permit, licenses and other forms of documentation required to comply with the laws of the State of California.

Required State Contractors License(s): **Classification C-20 (Warm-Air Heating, Ventilating and Air-Conditioning Contractor).**

Contractors are required to submit a copy of their California State Contractors License as well as for any subcontractor (if applicable).

The Contractor shall have a current general contractor's **Classification C-20 (Warm-Air Heating, Ventilating and Air-Conditioning Contractor)** license issued by the California Contractors State License Board (CSLB) for the duration of this Agreement.

2. Contractor shall be an individual or firm licensed to do business in California and shall obtain at its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with the Agreement.
3. If the Contractor is located within the State of California, the Contractor must be in good standing with the Secretary of State (if applicable). For more information regarding the Secretary of State, please visit: sos.ca.gov.
4. If the Contractor is out of State, the Contractor must provide a copy of their Board of Equalization Permit along with a copy of their Secretary of State (if applicable) to show the Contractor is eligible to do business in California.
5. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide the Contracts and Purchasing Unit (CPU) Contract Analyst a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the DOJ may, in addition to any other remedies it may have, terminate the Agreement upon occurrence of such event.

G. Employment of Apprentices

The Contractor and any subcontractors shall comply with all applicable requirements of Labor Code sections 1777.5, 1777.6, 1777.7, and 3070 – 3100, and Title 8 of the California Code of Regulations in the employment of apprentices.

Contractors and subcontractors are required to comply with all Labor Code and regulations requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, contractors and subcontractors are advised to contact the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California 94102, or one of its branch offices, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the Agreement work.

H. Prohibition of Delinquent Taxpayers

Public Contract Code section 10295.4 prohibits the State from entering into an agreement for goods or services with any contractor whose name appears on either list of the 500 largest tax delinquencies pursuant to Revenue and Taxation Code section 7063 or 19195, and any agreement entered in violation of Public Contract Code section 10295.4 is void and unenforceable.

I. Statement of Work

1. Purpose

The purpose of this project is to provide a complete removal of the existing chiller and the installation of a new, unused, and fully operational replacement chiller at the California Department of Justice (DOJ), Division of Law Enforcement (DLE), Bureau of Forensic Services (BFS), Santa Rosa Laboratory located at 410 Russell Avenue, Santa Rosa, CA 95403.

The DOJ Facility Project Representative is:

- a. Merrilee Gates at Merrilee.Gates@doj.ca.gov or (916) 261-1057.

The Contractor shall furnish all labor, supervision, materials, equipment, tools, transportation, permits, inspections, testing, startup, commissioning, documentation, and incidental services necessary to provide a fully operational replacement chiller in accordance with this Statement of Work.

For purposes of this Statement of Work, “replacement chiller” means the new, unused, fully operational chiller furnished and installed under this agreement. Refurbished, rebuilt, remanufactured, reconditioned, previously installed, or demonstration equipment shall not be accepted.

The replacement chiller shall be compatible with the existing system and match its operational performance, capacity, and operating characteristics unless otherwise approved by the DOJ.

2. Work to be Performed

The Contractor shall provide a complete removal of the existing chiller and installation of the replacement chiller.

The work shall include, but not be limited to, the following:

- a. Furnish and procure the replacement chiller.
- b. Furnish all equipment, materials, accessories, controls, hardware, and all components necessary to provide the replacement chiller.
- c. Remove and dispose of the existing chiller.
- d. Installation of the replacement chiller.
- e. Perform all mechanical, electrical, controls, and related work necessary to complete the installation.
- f. Coordinate integration of the replacement chiller into the existing Enterprise Buildings Integrator (EBI) Building Automation System (BAS).
- g. Coordinate manufacturer-required startup services.
- h. Complete testing, commissioning, and operational verification.
- i. Provide operator training.
- j. Submit all required project closeout documentation.
- k. Obtain final acceptance by the DOJ.

3. Contractor-Furnished Equipment and Materials

The Contractor shall furnish all equipment, materials, and components necessary to provide a complete and operational replacement of the existing chiller with the replacement chiller.

The replacement chiller and associated equipment shall be new, of current manufacture, and shall meet or exceed the operational, performance, capacity, and compatibility requirements of the existing system unless otherwise approved by the DOJ.

At a minimum, the Contractor shall furnish:

- a. Replacement chiller.
- b. BACnet-compatible controls.
- c. Controllers.
- d. Communication hardware.
- e. Field devices.
- f. Control wiring.
- g. Mechanical materials.
- h. Electrical materials.
- i. Pipe supports and installation accessories.
- j. Rigging equipment and services.
- k. Freight, delivery, and unloading.
- l. Manufacturer-required startup services.
- m. All materials necessary to provide a fully operational installation.

The Contractor shall verify all field conditions prior to ordering equipment.

4. Chiller Removal and Replacement Installation

The existing chiller to be removed and disposed of under this contract is identified as follows:

Model No.: RTAC 140A UQ0N UAFN N1TY 2TDN NN0N N10G N0FX N
Serial No.: U)7D0 3403

The Contractor shall perform the following:

- a. Coordinate all removal and replacement installation activities with the DOJ Facility Project Representative.
- b. Verify existing field conditions prior to equipment procurement.
- c. Remove the existing failed chiller.
- d. Recover, handle, transport, and dispose of refrigerant, oil, and other regulated materials encountered during the removal process in accordance with all applicable federal, state, and local regulations.
- e. Remove and lawfully dispose of the existing chiller and associated materials.
- f. Installation of the replacement chiller.
- g. Coordinate all trades necessary to complete the installation.
- h. Perform manufacturer-required startup services when required by the equipment manufacturer.
- i. Complete all work necessary to place the replacement chiller into full operational service.

5. Mechanical and Electrical Requirements

The Contractor shall evaluate the existing installation and perform all mechanical and electrical work necessary for proper installation of the replacement chiller.

The Contractor shall determine, as necessary, modifications to existing:

- a. Chilled water piping.
- b. Condenser water piping, if applicable.
- c. Valves.
- d. Insulation.
- e. Pipe supports.

- f. Electrical feeders.
- g. Disconnects.
- h. Circuit breakers.
- i. Conduit.
- j. Associated mechanical and electrical components.

The Contractor shall determine whether the replacement chiller requires modifications to the existing housekeeping pad, structural supports, or other building features.

If modifications are required, the Contractor shall identify those modifications and include all work necessary to provide a complete installation.

Prior to ordering equipment, the Contractor shall verify:

- a. Existing dimensions.
- b. Equipment clearances.
- c. Access routes.
- d. Structural conditions.
- e. Electrical requirements.
- f. Mechanical connections.
- g. Piping connections.
- h. Utility locations.
- i. Site conditions that may affect installation.

The Contractor shall be responsible for identifying field conditions that could affect the successful completion of the project and shall promptly notify the DOJ Facility Project Representative of any conditions requiring resolution prior to installation.

6. Enterprise Buildings Integrator (EBI) Building Automation System (BAS)

The replacement chiller and all associated controls shall be fully compatible with the DOJ's existing Enterprise Buildings Integrator (EBI) Building Automation System (BAS).

The Contractor shall perform the following:

- a. Furnish all BACnet-compatible controls, controllers, field devices, communication hardware, control wiring, and accessories necessary to provide complete integration with the DOJ's existing Building Automation System (BAS).
- b. Coordinate all BAS integration activities with the DOJ's authorized Building Automation System (BAS) service provider.
- c. Coordinate scheduling and field activities necessary to facilitate programming, graphics development, startup support, testing, commissioning support, and final integration into the existing Building Automation System (BAS).
- d. Provide the DOJ's authorized Building Automation System (BAS) service provider with all information, equipment, communication hardware, field access, and coordination necessary to complete successful integration into the existing Building Automation System (BAS).
- e. Verify proper Building Automation System (BAS) communication and operational functionality prior to final acceptance.

- f. Coordinate correction of any Building Automation System (BAS) deficiencies identified during startup, commissioning, or final acceptance testing.

7. Permits, Codes, and Regulatory Compliance

The Contractor shall obtain all permits, inspections, regulatory approvals, and other authorizations required to complete the work.

The Contractor shall be responsible for all permit fees, inspection fees, and associated costs necessary to complete the project.

All work shall comply with applicable:

- a. Federal laws and regulations.
- b. State of California laws and regulations.
- c. Local building, mechanical, plumbing, electrical, fire, and environmental codes.

The Contractor shall coordinate all required inspections and obtain final approvals necessary to place the replacement chiller into service.

8. Project Schedule and Milestones

The Contractor shall submit a detailed project schedule to the DOJ Facility Project Representative for review and approval.

The project schedule shall include, at a minimum:

- a. Equipment procurement.
- b. Equipment delivery.
- c. Removal of the existing chiller.
- d. Installation of the replacement chiller.
- e. Manufacturer startup.
- f. Functional testing.
- g. Commissioning.
- h. Operator training.
- i. Project closeout.
- j. Final acceptance.

The Contractor shall promptly notify the DOJ Facility Project Representative of any actual or anticipated delays affecting the approved schedule.

Schedule revisions shall be submitted whenever significant changes occur that may impact the approved project completion timeline.

9. Contractor Responsibilities

Prior to ordering equipment, the Contractor shall verify all existing site conditions.

The Contractor shall verify, at a minimum:

- a. Existing dimensions.

- b. Equipment clearances.
- c. Access routes.
- d. Structural conditions.
- e. Electrical requirements.
- f. Mechanical connections.
- g. Piping connections.
- h. Existing utility conditions.
- i. Building Automation System (BAS) compatibility.

The Contractor shall coordinate all required interruptions to building services, including electrical power, chilled water, building controls, and other facility operations through the DOJ Facility Project Representative.

The Contractor shall protect existing buildings, equipment, utilities, finishes, and surrounding property from damage during performance of the work.

Any damage caused by the Contractor, subcontractors, suppliers, or employees shall be repaired or replaced at no additional cost to the State and restored to a condition equal to or better than its pre-existing condition.

The Contractor shall maintain the work area in a safe, clean, and orderly condition throughout the duration of the project.

Upon completion of the work, the Contractor shall remove all debris, surplus materials, equipment, and temporary construction items from the project site.

10. Commissioning, Testing, and Acceptance

The Contractor shall perform complete startup, testing, commissioning, and operational verification of the replacement chiller.

Commissioning activities shall include, at a minimum:

- a. Manufacturer-required startup, when required by the equipment manufacturer.
- b. Point-to-point verification of all control points.
- c. Functional testing of all equipment and controls.
- d. Operational testing under normal operating conditions.
- e. Verification that all mechanical and electrical components operate as intended.
- f. Verification of proper Building Automation System (BAS) communication and interface.
- g. Verification that all alarms, graphics, trending, and control sequences operate correctly following integration with the existing Building Automation System (BAS).
- h. Correction of identified deficiencies.
- i. Documentation demonstrating successful completion of all commissioning activities.

Project acceptance shall occur following successful completion of:

- a. Installation of all required equipment.
- b. Manufacturer startup, when applicable.
- c. Functional testing.
- d. Commissioning.

- e. Correction of identified deficiencies.
- f. Submission of all required project closeout documentation.
- g. Verification by the DOJ Facility Project Representative that the new replacement chiller is fully operational and performing as intended.

11. Operator Training

Upon completion of the installation and prior to final acceptance, the Contractor shall provide operator training for designated DOJ personnel.

Training shall include, at a minimum:

- a. Operation of the replacement chiller.
- b. Building Automation System (BAS) interface and controls.
- c. Normal operating procedures.
- d. Routine maintenance requirements.
- e. Basic troubleshooting procedures.
- f. Emergency shutdown procedures.
- g. Review of operation and maintenance documentation.

The Contractor shall provide all training materials necessary to support the training provided.

12. Submittals and Project Closeout

Pre-Construction Submittals

Prior to procurement of equipment or commencement of work requiring review, the Contractor shall submit the following to the DOJ Facility Project Representative:

- a. Product data and technical specifications for the replacement chiller.
- b. Product data for controls, controllers, communication hardware, and related Building Automation System (BAS) components.
- c. Shop drawings, where applicable.
- d. Proposed Sequence of Operation.
- e. Detailed project schedule.
- f. Any additional technical information necessary to demonstrate compliance with this Statement of Work.

No work requiring review of submitted documents shall proceed until the applicable submittals have been reviewed and approved by the DOJ.

Project Closeout Documentation

Prior to final acceptance, the Contractor shall submit:

- a. As-built drawings.
- b. Operation and Maintenance (O&M) manuals.
- c. Manufacturer startup documentation, when applicable.
- d. Commissioning report.
- e. Warranty documentation.
- f. Approved Sequence of Operation.

- g. Training materials.
- h. Equipment manuals.
- i. Product data sheets.
- j. Any additional closeout documentation reasonably requested by the DOJ Facility Project Representative to verify completion of the work.

13. Warranty

The Contractor shall provide the manufacturer's standard warranty for all installed equipment.

The Contractor shall warrant all workmanship for a minimum period of one (1) year following final acceptance unless a longer warranty is provided by the equipment manufacturer.

Warranty documentation shall be submitted as part of the project closeout documentation.

Any warranty service required during the warranty period shall be coordinated with the DOJ Facility Project Representative.

14. Contractor Technical Proposal

Each bidder shall submit a detailed written technical proposal describing the proposed approach for completing this project.

The technical proposal shall include, at a minimum:

- a. Description of the proposed replacement chiller.
- b. Equipment proposed for installation.
- c. Chiller removal methodology.
- d. Installation methodology.
- e. Mechanical modifications anticipated.
- f. Electrical modifications anticipated.
- g. Building Automation System (BAS) integration approach.
- h. Startup and commissioning approach.
- i. Proposed project schedule.
- j. Assumptions affecting the work.
- k. Any additional work necessary to provide a complete and operational installation.

The technical proposal shall demonstrate the bidder's understanding of the project scope and proposed approach for successfully completing the work described in this Statement of Work.

15. General Agreement Requirements

Unless otherwise approved in writing by the DOJ, all work shall be performed during regular business hours, Monday through Friday, 8:00 AM PST through 5:00 PM PST, excluding State-observed holidays.

The Contractor shall possess and maintain a valid California Contractor License Classification C-20 (Warm-Air Heating, Ventilating and Air-Conditioning Contractor) throughout the duration of the Agreement.

The Contractor shall coordinate all work with the DOJ Facility Project Representative.

The Contractor shall maintain a safe work environment and comply with all applicable federal, state, and local safety regulations throughout the duration of the project.

The Contractor shall maintain the work area in a clean and orderly condition and shall remove all debris, surplus materials, equipment, and temporary construction items upon completion of the work.

All work shall be performed by qualified personnel experienced in the installation, startup, commissioning, and integration of commercial chiller systems and Building Automation Systems (BAS).

Progress payments will not be authorized for work awarded under this IFB. Payment will be made on a lump-sum basis only.

All work performed under this Agreement shall be subject to inspection by the DOJ. If any portion of the work or materials is determined to be deficient or not in accordance with the Agreement requirements, the DOJ may require corrective action prior to final acceptance.

The Contractor shall remain responsible for satisfactory completion of all Contract requirements until final acceptance by the DOJ.

J. Materials and Supplies

1. Contractor will be reimbursed for the actual cost of materials/supplies purchased to be consumed or installed at the work site in performance of the Agreement (including applicable sales tax), with allowance for a maximum mark-up as included in Contractor's bid. Costs of materials/supplies are to be substantiated by a copy of the original invoice verifying the actual cost and delivery of the materials/supplies to the DOJ. Contractor will be reimbursed for the actual costs.
2. A copy of three (3) price quotes for single materials/supplies exceeding \$500 must also be supplied to the DOJ Facility Project Representative or authorized designee.
3. If requested by the DOJ Facility Project Representative or designee, prior to the purchase and installation of any materials, Contractor shall submit for approval, product data, manufacturer's descriptive data, factory mutual test reports, product specifications, and instructions, for all materials used.
4. Materials being installed or replaced shall be the size and capacity of, or equal to, the equipment and/or materials being replaced.

(Contractor shall notify the DOJ Facility Project Representative or designee immediately with information regarding delays in procurement of materials and/or supplies.)

K. Contractor's Requirements

1. Contractor shall have and submit copies with IFB all applicable certificates of insurance, permit, licenses and other forms of documentation required to comply with the laws of the State of California.

The Contractor shall possess and maintain a valid California Contractor License **Classification C-20 (Warm-Air Heating, Ventilating and Air-Conditioning Contractor)** throughout the duration of the Contract.

2. Contractor shall obtain and maintain, at its sole cost and expense, always during the term of this Agreement, all licenses, permits, and other authorizations from governmental authorities or boards, necessary to enable it to perform the work under the Agreement.
3. Contractor shall require personnel to wear attire that clearly identifies the Contractor's company in a permanent or semi-permanent manner, such as a monogram or badge. Employees shall be required to dress neatly, commensurate with the tasks being performed.
4. Contractor shall designate an On-Site Supervisor and provide the name, cellphone and/or pager number of the On-Site Supervisor in writing to the DOJ Facility Project Representative at least two (2) days prior to each service starting date. The term "On-Site Supervisor" means a person designated in writing by Contractor having authority to act for Contractor on a day-to-day basis at the work location. The On-Site Supervisor must be present at the work site during work performance.
5. Contractor shall notify the DOJ Facility Project Representative or designee of any necessary utilities that will be required in the performance of the work at the site. The Contractor shall be responsible for providing sanitary facilities for his/her/their personnel either through rental or planning with the DOJ. These facilities shall be kept clean at all times and are not to be used for anything other than their intended purpose.
6. The DOJ reserves the right to bar any Contractor's employee from the work site.
7. Contractor shall secure all necessary permits from applicable local agencies for work performed under this Agreement. Any permit costs shall be reimbursed in accordance with Exhibit B, Budget Detail and Payment Provisions.
8. Contractor must also have any licenses/certifications required by the applicable local jurisdictions in which the work is to be performed.
9. Contractor must keep fully informed of all existing and future State and local laws, rules, ordinances, and regulations, which in any manner affect those engaged or employed in the work, the materials used in the work to be performed, or the services to be provided.
10. No "Pick Up Labor" or "Day Labor" may be used on any job.
11. The Contractor shall ensure that only qualified and competent employee(s) are permitted on the work site and that the work shall be safely performed to the highest industry standards. The Contractor shall take all the necessary precautions to prevent injury or hazard to DOJ employee(s), invitee(s) and/or to the general public and shall avoid causing any unreasonable inconvenience to any person doing business on State property.

12. The Contractor shall conduct its operation as to avoid damage to any facilities, structures, or other property.
13. The Contractor shall provide warning signs alerting people to any dangerous conditions at the Contractor's own expense and without cost to the DOJ.

L. Protection and Clean-Up

1. Prior to commencement of any work, the DOJ Facility Project Representative or designee shall confer with Contractor and review the total workload and the cleaning methods proposed by Contractor.
2. Contractor will alert the DOJ Facility Project Representative or designee if any chemicals or solvents will be used that could cause staff irritation or affect testing to be performed at or around the facilities.
3. Contractor shall take necessary precautions to protect all areas and appropriate steps to protect any finishes and fixtures that might be affected by their work.
4. Contractor shall provide dust controlling sheeting to protect adjacent areas.
5. Contractor shall remove resulting dirt, dust, and debris on a daily basis, and shall leave the work area neat and clean.
6. Contractor is responsible for hazardous waste recovery and disposal in accordance with applicable laws. No hazardous materials or waste shall be handled by the Contractor other than the list which will be provided by the DOJ Facility Project Representative. The costs for hazardous waste disposal shall be reimbursed in accordance with Exhibit B, Budget Detail and Payment Provisions.
7. Contractor shall report all spills immediately to the DOJ Facility Project Representative or designee if assistance is required and/or if the spills propose a temporary or permanent danger.

M. Completion and Inspection of Work

It is the Contractor's responsibility to notify the DOJ Facility Project Representative or designee upon completion of work. The DOJ Facility Project Representative or designee shall have the ultimate responsibility and authority to determine whether the Contractor has satisfied the Contractor's duties and obligations under the Agreement, including specifically whether the Contractor's work product and deliverable has satisfied all of the applicable Agreement requirements (including acceptance criteria or tests). Approval of work constitutes approval for payment and not transference or termination of Contractor's responsibility to perform work in accordance with the terms of the agreement. Any work that needs corrections shall be performed at the Contractor's sole expense in a timely manner, which may be expressly agreed upon in writing by the parties. Failure to begin work and to complete work as required by the Agreement shall be considered grounds for termination of the Agreement for default.

N. Damage to State Property

If any State property is damaged because of the actions of the Contractor, or its employees, the Contractor shall, to the DOJ's satisfaction and sole option, repair, replace, or restore the damage at the Contractor's sole expense or pay to the DOJ the costs to repair, replace, or restore the damage.

Repair, replacement, or restoration efforts must be performed in a manner that ensures all applicable warranties are maintained for any product or equipment damaged. Any damage to existing facilities, structures, or other property resulting from the work shall be reported immediately to the DOJ Facility Project Representative or designee.

O. Safety

1. All the work shall be performed in a safe, professional, and competent manner and in accordance with all applicable federal, State, and local laws, including the Fair Labor Standards Act, General Industry Safety Orders, the State and Federal Occupational Safety and Health Act, and all environmental laws.
2. All work shall meet or exceed local industry standards and practices.
3. During this work, Contractor shall protect tenants and public from hazards created.
4. Contractor shall, always, take necessary steps to protect the public from injury and all property from damage, and shall be responsible for all kinds of injuries to the public and damage to the work or property due to the actions or omissions of the Contractor's employees or agents. Protection shall include use of adequate shielding, covering, barricades, and other safeguards, as necessary. Contractor shall post signs and cordon-off areas to protect the health and safety of the public.

P. Regulatory Requirements

Contractor's personnel shall comply with all current laws and standards of the State, including all applicable Division of Occupational Safety and Health (DOSH or Cal/OSHA) requirements and other safety regulations, and applicable city and county codes, including the following:

1. Environmental Protection Agency (EPA) Regulations
2. Cal/OSHA Standards and Regulations
3. California Code of Regulations, Title 8
4. California Building Standards Code 1988
5. Underwriters' Laboratories, Inc. (UL) Standards
6. ANSI A13.1 and NFPA 70 for color coding
7. Materials and processes shall comply with applicable local and State laws and standards. In case of conflict with regulatory requirements and specified materials, regulatory requirements will govern.
8. Manufacturers' Specifications and Standards: At a minimum, the Contractor shall comply with all manufacturers' recommendations, specifications, and standards for same or similar application.

Q. Workmanship

1. All work provided by Contractor shall conform to the latest requirements of federal, State, city, and county laws and standards.

2. Contractor is responsible for compliance with all applicable laws and standards in connection with work performed under the Agreement.
3. Contractor's personnel shall take appropriate steps to protect any finishes and fixtures that might be affected by their work.
4. All work shall meet or exceed local industry standards and practices.
5. Functional testing will be performed at completion of work and any malfunctions or equipment failures shall be corrected by the Contractor at the Contractor's expense. After repairs of malfunctions or failures are complete, the functional test will be repeated.
6. Failure of Contractor to begin work promptly or to execute the work diligently as described in the Statement of Work shall be considered a default and grounds for termination of the agreement. Defective, negligent, or careless work that is indicative of lack of skill in its execution as determined by the DOJ Facility Project Representative or designee shall be redone at the Contractor's expense.
7. Contractor shall leave the premises in a neat, clean, and safe condition. The Contractor shall conduct operations in such a manner as to avoid damage to State property. Any damage caused by the Contractor shall be repaired or replaced at the Contractor's expense and shall be repaired or replaced to the satisfaction of the DOJ Facility Project Representative or designee. The Contractor shall notify the DOJ Facility Project Representative or designee immediately of any damage.
8. Should the State determine that the Contractor's work or materials vary materially from the drawings, plans and specifications, and/or Statement of Work, or was not performed or provided in a workmanlike manner, then Contractor warrants that the Contractor shall perform all necessary repairs, replacements, and/or corrections needed to restore the work or materials according to the drawings, plans and specifications, and/or Statement of Work at no additional cost to the State.

R. Accident Protection

Contractor shall always permit the DOJ Facility Project Representative or designee to visit and inspect the work. This obligation shall include maintaining proper facilities and safe access for such inspection. Where the Agreement requires work to be tested, it shall not be covered up until inspected and approved by the DOJ Facility Project Representative or designee and Contractor shall be solely responsible for notifying the DOJ Facility Project Representative or designee at least forty-eight (48) hours in advance where and when such work is ready for inspection and testing. Should any such work be covered without test and approval, it shall be uncovered at Contractor's expense.

Contractor shall be responsible for securing areas of work at the end of each workday to prevent unauthorized entry after working hours. Work area shall be barricaded and flagged by Contractor. Precautions shall be always exercised for the protection of persons (including employees) and property and shall include the installation of adequate safety guards and protective devices for all equipment and machinery, whether used in the performance of work or permanently installed as part of the work. Contractor shall comply with all applicable laws relating to safety precautions, including safety regulations of the Department of Industrial Relations.

S. Guarantee

Contractor further agrees that within ten (10) calendar days after being notified in writing by the DOJ Facility Project Representative or designee of any work defects discovered after the completion and acceptance of the work and within the specified guaranteed period, Contractor and the DOJ Facility Project Representative or designee agree to meet and establish a start and completion date on all corrective work. If Contractor fails to comply with the terms of the guarantee, the DOJ shall have work done at Contractor's expense. The DOJ shall be entitled to all costs, including reasonable attorney's fees.

T. Specific Statutory Reference

Any reference to certain statutes in the agreement shall not relieve Contractor from the responsibility of complying with all other statutes applicable to the service, work, or rental to be furnished thereunder.

U. Equipment Indemnification

1. Contractor shall indemnify the State against all loss or damage to property or equipment, and Contractor shall maintain at Contractor's own expense any fire, theft, liability or other insurance as deemed necessary. Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this Agreement or by operations of Contractor or Contractor's employees under this Agreement.
2. Any subcontract entered into because of this Agreement shall contain all of the provisions of this section.

V. Non-Solicitation

Contractor warrants, by execution of the Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained or contracted by contractor for the purpose of securing business.

For breach or violation of this warranty, the State shall have the right to terminate the Agreement without liability, paying only for the value of the work actually performed, or in its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

W. Failure to Perform

In the event the Contractor is unable to perform the services contracted for as to quality, quantity, or for any other reason violates the specifications set forth in the Agreement, such action shall constitute cause to null and void the Agreement.

It is understood and agreed that the DOJ reserves the right to obtain at its discretion the contracted services outside the terms of the Agreement.

X. Payroll Records

Each Contractor and Subcontractor shall comply with the Labor Code Section 1776 regarding record keeping.

Y. Prevailing Wage Rates

General Prevailing Wage Rates will apply for the County of **Sonoma County**, as described in the Exhibit D, Special Terms and Conditions.

Z. Bonds

If awarded, Contractor agrees to sign the Agreement and to furnish the bonds called for herein. These bonds must be executed by an admitted surety insurer that is licensed to transact surety business in the State of California and appears in the California Department of Insurance's listing as a surety bond provider. (Code of Civil Procedure section 995.311.)

Payment Bond - If the total amount of the Agreement exceeds \$25,000, the Contractor shall, before starting performance of work, furnish an original payment bond and a duplicate copy in an amount not less than one hundred percent (100%) of the total amount payable under the Agreement in accordance with Public Contract Code section 7103. The bond **MUST** be prepared on the STD 807 form, Payment Bond to Accompany Construction Contract, provided to the Contractor by the DOJ before execution of the Agreement.

Performance Bond - If progress payments are provided for in the Agreement and the total amount of the Agreement exceeds \$10,000, the Contractor shall, before starting performance of work, furnish an original faithful performance bond and a duplicate copy in an amount not less than one hundred percent (100%) of the total amount payable under the Agreement.

AA. Qualification Requirements

Failure to meet the following requirements by the bid due date will be grounds for the DOJ to deem a bidder non-responsive. In submitting a bid, each bidder must certify that it possesses the following qualification requirements.

1. Bidder shall provide all personnel, labor, equipment, required materials, tools, supplies, certificates, licenses and/or permits, and insurance necessary to provide **Chiller Removal & Replacement Installation**. All certificates, licenses and permits shall be current and in effect at the time of the bid, and throughout the term of the Agreement.
2. Bidder shall have a regular place of business located within the **State of California**.
3. **BACKGROUND INVESTIGATIONS** Before services commence, the DOJ may require the successful bidder and the successful bidder's employees to submit information for background investigations. The depth of background investigations will depend on the level of access granted to DOJ information, which includes both information DOJ owns, and information provided to DOJ from other agencies, and DOJ facilities. Background investigations may include inquiries into criminal history, employment history, education, finances, DMV records, and insurance coverage. The agreement executed by the DOJ and the successful bidder will include any requirements for background investigations.
4. Bidders must certify their willingness to comply with the Agreement Terms and Conditions, including those terms and conditions in the referenced exhibits.
5. **(Corporations)** Corporations must certify they are in good standing and qualified to conduct business in California.
6. **(Nonprofit Organizations)** Non-profit organizations must certify they are eligible to claim nonprofit status.

7. Bidders must have a past record of sound business integrity and history of being responsive to past contractual obligations.
8. Bidder must complete and submit **Bidder's Acknowledgement of Prevailing Wage Requirements, Attachment (14)**. Submission of this attachment is mandatory. Failure to complete and return attachment with your bid will cause your bid to be rejected and deemed non-responsive.
9. Before Agreement execution, the winning bidder must supply proof of liability insurance that meets the requirements in Exhibit D – Special Terms and Conditions.
10. Bidder must complete and submit the **Nondiscrimination Compliance Statement, Attachment (19)**, with the bid package.

BB. Bid Format and Content Requirements

1. General instructions

- a. Each individual or firm may submit only one (1) bid. For the purposes of this paragraph, "firm" includes a parent corporation of a firm and any other subsidiary of that parent corporation. If a firm or individual submits more than one (1) bid, the DOJ will reject all bids submitted by that firm or individual.
- b. Develop bids by following all IFB instructions and instructions or clarifications in question/answer notices, clarification notices, or IFB addenda.
- c. Before preparing a bid, seek timely written clarification of any requirements or instructions that are believed to be vague, unclear or that are not fully understood. The amount of the Agreement will not be increased due to poor examination of work sites and/or specifications.
- d. Arrange for timely delivery of the bid package to the specified address. Bidders are advised not to wait until shortly before the bid submission deadline to submit their bid.

2. Bid format requirements

- a. Submit one (1) original bid package. Bid must be complete with a copy of all required attachments and documentation.
- b. Bind bid package with a single staple in the upper left-hand corner.
- c. Sign applicable IFB attachments/forms in ink, preferably blue. Have a person who is authorized to bind the bidding firm sign each form that requires a signature. **Signature stamps are not acceptable. Unsigned bids and may be rejected.**

3. Bid content requirements

This section specifies the order and content of each bid and where applicable, indicates form/attachment completion instructions.

When completing the attachments, follow the instructions in this section and any instructions appearing on the attachment. **Unless otherwise indicated, do not submit supplemental information or other materials that the DOJ has not requested.**

After completing and signing the applicable attachments, assemble all items in the order shown below and place them in a **sealed** envelope/package.

4. Costs Included in Bid Rates

- a. The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments including sales and use taxes required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.
- b. Contractor shall make travel and subsistence payments to each worker in compliance with Labor Code sections 1773.1 and 1773.9. Travel and subsistence requirements are available on the Department of Industrial Relations website at:
<http://www.dir.ca.gov/OPRL/PWD/Index.htm>.

5. Required attachments/documentation

Attachment/Documentation	Instructions
1 - Bid Form	All bidders must complete, sign and return this form. Do not submit supplemental cost or rate sheets. Any corrections or changes to the dollar amounts entered on the Bid Form after the amounts are originally inserted <u>must</u> be initialed in ink by the bidder.
2 - Required Attachment & Certification Checklist	All bidders must complete, sign and return this form. Check each item with "Yes" or "N/A," as applicable, and sign the form. If necessary, explain the choices on a separate sheet of paper. If a bidder marks "Yes" or "N/A" and attaches an explanation to the checklist to clarify their choice, the DOJ considers this a "qualified response." Any "qualified response," determined by the DOJ to be unsatisfactory or insufficient to meet a requirement, may cause a bid to be deemed non-responsive.
3 - Bid Evaluation Form	This form is to be completed by the DOJ employees performing the bid opening and is not required to be returned.
4 - Client References	All bidders must complete, sign and return this form. Identify three (3) clients serviced within the past five (5) years that can confirm their satisfaction with the bidder's services. If possible, identify clients whose needs were similar in scope and nature to the services sought in this IFB. List the most recent first.

Attachment/Documentation	Instructions
5 - CCC 04/2017 (Contractor Certification Clause)	All bidders must complete, sign and return this form. Complete this form indicating a willingness and ability to comply with the Contractor Certification Clauses (CCC) appearing in this attachment.
6 – DGS PD 1 (Darfur Contracting Act)	All bidders must complete, sign and return this form only if applicable. Read the form and select the one (1) option that is appropriate for the bidder. If bidder selects option 2, a copy of the written permission from DGS must be included.
7 - STD 204 (Payee Data Record)	All bidders must complete, sign and return this form.
8 - Conflict of Interest & Confidentiality Statement – Vendor	All bidders must complete, sign and return this form. Read the statement indicating willingness and ability to comply with the statement.
9a - STD 843 (Disabled Veteran Business Enterprise Declarations)	Submission of this form is required when a certified DVBE contractor or subcontractor will provide materials, supplies, services, or equipment necessary for the performance of the proposed agreement. If submitting, all bidders must complete, sign and return this form.
10a - Small Business Subcontractor/Supplier Acknowledgement	Submission of this completed and signed form is optional. Read and carefully follow the completion instructions in Attachments 10 and 10a. Complete and return Attachment 10a only if the bidding firm is not a certified small business but is requesting a subcontractor bidding preference by committing to use one or more certified small business subcontractors for an amount equal to at least 25% of the total bid price.
11 - GSPD-05-105 (Bidder Declaration)	All bidders must complete, sign and return this form. Instructions for completing this form are on the second page of this attachment.
12 - DGS OLS 04 – (California Civil Rights Laws Attachment)	Submission of this completed and signed form is only required from a bidder that submits a bid or proposal to a state agency with respect to any contract in the amount of one hundred thousand dollars (\$100,000) or more.
13 - Iran Contracting Act	Submission of this completed and signed form is only required from a bidder that submits a bid or proposal to a state agency with respect to any contract in the amount of one million dollars (\$1,000,000) or more.
14 - Bidder's Acknowledgement of Prevailing Wage	All bidders must complete, sign and return this form.

Attachment/Documentation	Instructions
15 - Contractor's License Information (California Businesses Only)	All bidders must complete, sign and return this form. California businesses <u>must</u> submit a copy of a current business license issued by the governmental jurisdiction in which the business is located. Submit an explanation if this documentation cannot be supplied or there is reason to believe no license is required.
16 - Non-Collusion Affidavit	All bidders must complete, sign and return this form.
17 - Payment Bond	Bidders are <u>not</u> required to complete this form.
18 - Performance Bond	Bidders are <u>not</u> required to complete this form.
19 - STD 19 (Nondiscrimination Compliance Statement)	All bidders must complete, sign and return this form.
20 - STD 21- Drug-Free Workplace Certification	Bidders are <u>not</u> required to complete this form.
Proof of Corporation status (Corporations Only)	Corporations <u>must</u> either submit a copy of the bidding firm's most current Certificate of Status issued by the State of California, Office of the Secretary of State <u>or</u> submit a downloaded copy of the bidding firm's on-line status information from the California Business Portal website of California's Office of the Secretary of State. Submit an explanation if this documentation cannot be supplied.
Proof of Non-profit status (Non-profit Organizations Only)	Non-profit organizations <u>must</u> submit a copy of a current IRS determination letter indicating nonprofit or tax exempt status under United States Code, title 26, section 501(3) (c). Submit an explanation if this documentation cannot be supplied.

CC. Antitrust Claims and Employment of Undocumented Immigrants

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

2. The contractor offers and agrees and will require all of his other subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 USC § 15) or under the Cartwright Act (Chapter 2 [commencing with section 16700] of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. The assignment made by the contractor and all additional assignments made by the subcontractors and suppliers shall be deemed to have been made and will become effective at the time the awarding body tenders final payment to the contractor without further acknowledgment or the necessity of tendering to the awarding body any written assignments. If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under GC §§ 4550 – 4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, on demand, recover from the public body any portion of the recovery, including treble damages, and attributable overcharges that were paid by the assignor but were not paid by the public body as a part of the bid price, less the expenses incurred in obtaining that portion of the recovery. On demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under GC §§ 4550 – 4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

DD. Contractor Registration Program

1. No Contractor or Subcontractor may submit a bid for, or be listed on a bid proposal for, or engage in the performance of a public works Agreement unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. However, under Labor Code section 1771.1, an unregistered Contractor may submit a bid that is authorized by Business and Professions Code section 7029.1 or Public Contract Code section 10164, provided the Contractor is registered to perform public work under Labor Code section 1725.5 at the time the Agreement is awarded.
2. Bidders will be considered non-responsive unless proper registration requirements are met. DOJ will verify each bidder's registration with the Department of Industrial Relations prior to contract award. Bidders that do not possess the required registration will be deemed non-responsive and rejected from further consideration in the solicitation process.

EE. Submission of Bids

1. Submission instructions

- a. Assemble an original bid package.
- b. Place bid package in a single envelope or package. Seal the envelope or package.
- c. Mail the bid package to the California Department of Justice, Division of Administrative Services, Contracts and Purchasing Unit. Bids may not be transmitted electronically by email.
- d. Regardless of postmark, the DOJ, Division of Administrative Services, Contracts and Purchasing Unit must receive the bid package by the date and time stated in section B of this IFB, entitled "Time Schedule". **NOTE: The DOJ will not publicly open or read late bids.**

e. Send an email notification to Morgan Compton at Morgan.Compton@doj.ca.gov to notify of bid package submission.

f. Label and submit the bid package using one of the following methods.

Overnight Express:	U. S. Mail:
IFB # 26-0071-IFB (DO NOT OPEN) California Department of Justice Division of Administrative Services Contracts and Purchasing Unit Attn: Morgan Compton 1300 I Street, Suite 820 Sacramento, California 95814 Email: Morgan.Compton@doj.ca.gov	IFB # 26-0071-IFB (DO NOT OPEN) California Department of Justice Division of Administrative Services Contracts and Purchasing Unit Attn: Morgan Compton 1300 I Street, Suite 820 Sacramento, California 95814 Email: Morgan.Compton@doj.ca.gov

g. **Bidder warning**

- 1) When mailing the bid package consider using overnight express, certified or registered mail to avoid any unforeseen delays.

NOTE: It is the bidder's responsibility to ensure their bid is received by the DOJ before the bid due date and time. The DOJ is not responsible for bids received after the bid due date and time due to circumstances beyond the DOJ's control.

2. Proof of timely receipt

- a. Upon receipt of a bid package, the DOJ staff will stamp each bid package or envelope with a date/time stamp or handwrite date and time and initial.
- b. To be timely, the DOJ, Division of Administrative Services, Contracts and Purchasing Unit must receive bid packages at the DOJ mailroom located at 1300 I Street, Sacramento, CA 95814 no later than the date and time stated in **section B** of this IFB, entitled "Time Schedule" Wednesday, September 09, 2026, 3:00 PM PST.
- c. The DOJ shall deem late bid packages **non-responsive**. Any bid package received after the scheduled closing time for the receipt of bids will be returned unopened.

3. Bidder costs

Bidders are responsible for all costs of developing and submitting a bid package. Such costs cannot be charged to the DOJ or included in any cost element of a bidder's price offering.

FF. Bid Opening

All bid packages properly received according to the IFB instructions on or before the bid due date will be opened and read utilizing Microsoft Teams meeting video conferencing, at the date and time stated in section B of this IFB, entitled "Time Schedule".

Please contact Morgan Compton at Morgan.Compton@doj.ca.gov to obtain a meeting ID and Participant Passcode to view the bid opening.

To view, requesters must have the Microsoft Teams meeting video conferencing application. If unable to view the bid opening, a Microsoft Teams meeting call-in phone number can be provided (audio only).

GG. Bid Requirements and Information

1. Non-responsive bids

Except as otherwise stated in this IFB, the following **may** cause the DOJ to deem a bid non-responsive.

a. Failure of a bidder to:

- 1) Meet bid format/content or submission requirements including, but not limited to, the sealing and/or labeling of the bid package.
- 2) Pass the Required Attachment/Certification Checklist review by not marking “Yes” for each item listed or by not appropriately justifying, to the DOJ’s satisfaction, all “N/A” designations.

b. If a bidder submits:

- 1) A bid that is conditional, materially incomplete or contains material alterations or irregularities of any kind to include obvious erasures.
- 2) Price information that contradicts the price/cost figures on the Bid Form (Attachment 1) or submits cost information in a format contrary to the IFB instructions.
- 3) False, inaccurate, or misleading information or falsely certifies compliance on any IFB attachment.

c. The DOJ discovers at any stage of the bid process or upon Agreement award that a bidder is unwilling or unable to comply with the Agreement terms, conditions and/or exhibits cited in this IFB and/or the resulting Agreement.

d. Other irregularities occur in a bid that are not specifically addressed herein (i.e., the bidder places any conditions on performance of the scope of work, submits a counteroffer/proposal, etc.). Any deviation from the specifications may be cause for rejection of the bid.

2. Bid modifications after submission

- a. All bid packages are to be complete when submitted. However, an entire bid package may be withdrawn, and the bidder may resubmit a new bid package.
- b. To withdraw and/or submit a new bid package, follow the instructions appearing in section GG of this IFB, entitled “Bid Requirements and Information”, paragraph 4.

3. Bid mistakes

If prior to Agreement award, award confirmation, or Agreement signing, a bidder discovers a mistake in their bid that renders the bidder unable or unwilling to perform all scope of work services for the price/costs offered, the bidder must immediately notify the DOJ and submit a written request to withdraw its bid following the procedures set forth in section GG of this IFB, entitled “Bid Requirements and Information”, paragraph 4, b.

4. **Withdrawal and/or resubmission of bids**

a. **Withdrawal deadline**

A bidder may withdraw its bid prior to the bid due date and time stated in section B of this IFB, entitled “Time Schedule”.

b. **Submitting a withdrawal request**

- 1) Submit a written withdrawal request signed by an authorized representative of the bidder.
- 2) Label and submit the withdrawal request using one of the following methods.

U.S. Mail:	Overnight Express:
Withdrawal IFB # 26-0071-IFB California Department of Justice Division of Administrative Services Contracts and Purchasing Unit Attn: Morgan Compton 1300 I Street, Suite 820 Sacramento, California 95814 Email: Morgan.Compton@doj.ca.gov	Withdrawal IFB # 26-0071-IFB California Department of Justice Division of Administrative Services Contracts and Purchasing Unit Attn: Morgan Compton 1300 I Street, Suite 820 Sacramento, California 95814 Email: Morgan.Compton@doj.ca.gov
E-mail:	
Withdrawal IFB # 26-0071-IFB Morgan.Compton@doj.ca.gov	

A written and signed withdrawal request is generally required before the DOJ will return/release a bid package to a bidder. The DOJ may grant an exception if the bidder informs the DOJ that the bidder will submit a new or replacement bid package immediately following the withdrawal.

c. **Resubmitting a bid package**

After withdrawing a bid package, bidders may submit a new bid package according to the submission instructions. Replacement bid packages must be received at the stated place of delivery by the due date and time stated in section B of this IFB, entitled “Time Schedule”.

5. **Evaluation and selection**

This section describes, in general, the process that the DOJ will use to evaluate timely bid packages.

a. **Bid opening/reading**

All bid packages properly received according to the IFB instructions on or before the bid due date and time will be opened, read, and recorded.

b. **Bid package review**

- 1) After the bid opening and reading, bids are submitted to the Division of Administrative Services (OPS), Contracts and Purchasing Unit (CPU) for review and evaluation. One or more evaluators will convene to review each timely bid package to confirm its responsiveness to the IFB requirements.

- 2) If deemed necessary by the DOJ, additional bidder documentation may be collected to confirm the claims made by each bidder and to ensure that each bidder is responsive to all IFB requirements.
- 3) If the materials submitted by a bidder do not prove, support or substantiate the claims made on Attachment 2 titled, "Required Attachment/Certification Checklist", the bid will be deemed non-responsive and rejected from further consideration.
- 4) If applicable, the DOJ will adjust bid amounts for any claimed preference following confirmation of eligibility with DGS.

c. Notice of Intent to Award

- 1) The DOJ will post a Notice of Intent to Award letter **as soon as possible** after the successful completion of the Bid Evaluation. An email will be sent to all bidders notifying them that the letter has been posted. The Notice of Intent to Award letter will be posted in the DOJ lobby located at 1300 I Street, Sacramento, California 95814. If you are unable to view the letter in person, you can request a copy via email from Morgan Compton at Morgan.Compton@doj.ca.gov.

6. Agreement award and protests

a. Agreement award

- 1) Award of the Agreement, if awarded, will be to the responsive and responsible bidder who offers the lowest cost. The lowest cost will be determined after the DOJ adjusts bidder costs for applicable preferences and/or incentives.

b. Settlement of tie bids

- 1) In the event of a precise tie between the lowest responsive bid submitted by a certified small business or microbusiness and the lowest responsive bid submitted by a certified Disabled Veteran Business Enterprise (DVBE) that is also a certified small business or microbusiness, the Agreement will be awarded to the DVBE bidder that is also a certified small business or microbusiness under Government Code Section 14838 subdivision (g).
- 2) In the event of a precise tie between the lowest responsive bid submitted by a non-small business that was granted small business subcontractor preference and the lowest responsive bid submitted by a certified small business or microbusiness, the Agreement will be awarded to the certified small business or microbusiness.
- 3) In the event of a precise tie between the lowest responsive bid submitted by a nonprofit veteran service agency (NVSA) that is a certified small business or microbusiness and the lowest responsive bid submitted by a certified DVBE that is also a certified small business or microbusiness, the Agreement will be awarded to the certified DVBE that is also a certified small business or microbusiness.
- 4) In the event of a precise tie between the lowest responsive bid submitted by a non-small business that was granted the DVBE subcontractor incentive and the lowest responsive bid submitted by a certified small business or microbusiness, the Agreement will be awarded to the certified small business or microbusiness.

- 5) In the absence of a California statute or regulation governing a specific tie, the DOJ will settle all other tie bids in a manner the DOJ determines to be fair and equitable (e.g., coin toss, lot drawing, etc.). In no event will the DOJ settle a tie by dividing the work among the tied bidders.

c. Protests

1) Who can protest

Any bidder who submits a bid may file a protest if the bidder believes it is a responsible bidder, its bid package is responsive to all IFB requirements, and its bid is the lowest dollar bid.

2) Grounds for protests

Protests are limited to the grounds described in the State Contracting Manual, Volume 1, section 6.02., A., 1. The DOJ will not make an award until all protests are withdrawn by the protestant, denied, or resolved to the satisfaction of the DGS.

3) Protest timelines

- a. If an eligible bidder wishes to protest the intended agreement award, the bidder must file a "Notice of Intent to Protest" with both the DOJ and DGS within five (5) working days after the DOJ posts the Notice of Intent to Award. The Notice of Intent to Protest may be brief. Any Notice of Intent to Protest filed more than five (5) working days after the DOJ posts the Notice of Intent to Award shall be untimely.
- b. Within five (5) calendar days after filing a "Notice of Intent to Protest", the protestant must file with both the DOJ and DGS a full and complete written protest statement specifying the grounds for the protest.

4) Submitting a protest

A protest may be hand delivered, mailed, or emailed to the appropriate agencies as follows:

Mail or Overnight Express:	Email:
Protest to IFB # 26-0071-IFB California Department of Justice Division of Administrative Services Contracts and Purchasing Unit Attn: Morgan Compton 1300 I Street, Suite 820 Sacramento, California 95814	Protest to IFB # 26-0071-IFB California Department of Justice Division of Administrative Services Contracts and Purchasing Unit Attention: Morgan Compton Email: Morgan.Compton@doj.ca.gov
Hand Delivery, Mail or Overnight Express:	Email:
Protest to DOJ IFB # 26-0071-IFB Department of General Services Office of Legal Services Attention: Bid Protest Coordinator 707 Third Street, 7 th Floor, Suite 7-330 West Sacramento, CA 95605	Protest to DOJ IFB # 26-0071-IFB Department of General Services Office of Legal Services Attention: Bid Protest Coordinator Email: OLSProtests@dgs.ca.gov

7. Disposition of bids

- a. All materials submitted to the DOJ in response to this IFB are subject to the Public Contract Code section 10342 and the California Public Records Act (Government Code section 6250, et seq.). The DOJ will disregard any language purporting to render all or portions of any bid package confidential.
- b. All documents submitted in response to this IFB, and all documents used in the selection process (e.g., review checklists, letters of intent, etc.) will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and shall be available for public inspection after bid opening under Public Contract Code section 10342.

8. Inspecting or obtaining copies of bids

a. Who can inspect or copy bid materials

Any person can inspect or obtain copies of bid materials.

b. What can be inspected/copied and when

After the bid opening, all bids, bidders list, conference sign-in/attendance sheet, checklists and/or evaluation sheets shall be available for public inspection and copying during the DOJ's normal business hours.

c. Inspecting or obtaining copies of bid materials

Persons wishing to view or inspect any bid related materials must identify the items they wish to inspect and must reach out to the Department of Justice, Public Records Coordinator. The coordinator may be reached by telephone at (916) 210-6183, electronically at https://oag.ca.gov/contact/publicrecords_form, and by U.S. mail at:

Attorney General's Office
Public Records Coordinator
P.O. Box 944255
Sacramento, CA 94244-2550

9. Verification of bidder information

By submitting a bid, bidders agree to authorize the DOJ to:

- a. Verify any and all claims made by the bidder, including verification of prior experience and the possession of other qualification requirements, **and**
- b. Check any reference including those identified by a bidder or other resources known by the State to confirm the bidder's business integrity and history of providing effective, efficient and timely services.

10. DOJ rights

In addition to the rights discussed elsewhere in this IFB, the DOJ reserves the following rights.

a. IFB corrections

- 1) The DOJ reserves the right to do any of the following up to the bid submission deadline:
 - a) Modify any date or deadline appearing in this IFB, including the Time Schedule.
 - b) Issue clarification notices, addenda, alternate IFB instructions, forms, etc.
 - c) Waive any IFB requirement or instruction for all bidders if the DOJ deems said requirement or instruction unnecessary, erroneous or unreasonable.
 - d) Allow bidders to submit questions about any IFB change, correction or addenda. If the DOJ allows such questions, specific instructions will appear in the cover letter accompanying the document.
- 2) If applicable, the DOJ will mail or email written clarification notices or addenda to all persons/firms receiving this IFB.

Exceptions may occur, when the DOJ decides, just before or on the bid due date, to extend the submission deadline. If this occurs, the DOJ may notify potential bidders of the extension by email or by telephone. The DOJ will follow-up any verbal notice in writing by email.

b. Collecting information from bidders

- 1) If deemed necessary by the DOJ, the DOJ may request a bidder to submit additional documentation following the bid opening and/or evaluation. The DOJ will advise the bidder orally, via email, or in writing of the documentation that is required and the timeline for submitting the documentation. The DOJ will follow-up oral instructions in writing by email or mail. Failure to submit the required documentation by the date and time indicated may cause the DOJ to deem a bid non-responsive.
- 2) At its sole discretion, the DOJ reserves the right to collect, by mail, email, or other method, the following omitted and/or additional information.
 - a) Signed copies of any form submitted without a signature.
 - b) Data or documentation omitted from any submitted IFB attachment/form.
 - c) Information/material needed to clarify or confirm certifications or claims made by a bidder.
 - d) Information/material or form(s) needed to correct or remedy an immaterial defect in a bid package.
- 3) The collection of bidder documentation may cause the DOJ to extend the date for posting the Notice of Intent to Award. If the DOJ changes the posting date, the DOJ will advise the bidders by email or mail of the revised posting date.

c. Immaterial bid defects

- 1) The DOJ may waive any immaterial defect in any bid package and allow the bidder to remedy those defects. The DOJ reserves the right to use its best judgment to determine what constitutes an immaterial deviation or defect.

- 2) The DOJ's waiver of an immaterial defect in a bid package shall in no way modify this IFB or excuse a bidder from full compliance with all bid requirements.

d. Correction of clerical or mathematical errors

- 1) The DOJ reserves the right, at its sole discretion, to waive, correct or require a bidder to remedy any obvious clerical or mathematical errors on a bid form.
- 2) If the correction of an error results in an increase or decrease in the total price, the DOJ shall give the bidder the option to accept the corrected price or withdraw their bid.
- 3) Bidders may be required to initial corrections to costs and figures on the Bid Form if the correction results in an alteration of the cost(s) offered.
- 4) If a mathematical error occurs in a total or extended price and a unit price is present, the DOJ will use the unit price to settle the discrepancy.

e. Right to remedy errors

The DOJ reserves the right to remedy errors caused by:

- 1) DOJ office equipment malfunctions or negligence by agency staff.
- 2) Natural disasters (i.e., floods, fires, earthquakes, etc.).

f. No Agreement award or IFB cancellation

The issuance of this IFB does not constitute a commitment by the DOJ to award an agreement. The DOJ reserves the right to reject all bids and to cancel this IFB if it is in the best interest of the DOJ to do so.

g. Agreement amendments after award

As provided in the Public Contract Code governing contracts (agreements) awarded by competitive bid, the DOJ reserves the right to amend the agreement after the DOJ makes an agreement award.

HH. Preference and Incentive Programs

To confirm the identity of the lowest responsive and responsible bidder, the DOJ will adjust the total bid cost for applicable claimed preference(s) and/or incentive(s). The DOJ will apply preference and/or incentive adjustments to eligible bidders according to State statutes and regulations following verification of eligibility with the DGS, Office of Small Business and DVBE Services (OSDS).

1. Small/Micro Business Preference (preference not to exceed \$50,000)

- a. A responsive and responsible bidder, certified as a small/micro business in a relevant business category or type, will be granted a preference up to five percent (5%) of the lowest responsive bid. Small business or small/micro business means a responsive and responsible bidder that is certified by the DGS as a small business or microbusiness. The “service” category or business type will most likely apply to this procurement. Nonprofit Veteran Service Agencies (NVSA) are to view the instructions in section HH of this IFB, entitled “Preference and Incentive Programs”, paragraph 4.
- b. In granting small/micro business preference, no bid price will be reduced by more than five percent (5%). The cost adjustment is for computation for Agreement award purposes only and does not alter the actual cost offered by the bidder.
- c. To be certified as a California small/micro business and eligible for a bidding preference the business concerned must meet the State’s eligibility requirements and must have submitted an application for small/micro business status no later than 5:00 p.m. (Pacific Time) on the bid submission due date. However, online applications may be submitted up until 11:59 p.m. (Pacific Time) on the bid submission due date.
- d. Firms desiring small/micro business certification must obtain the Small Business Certification Application (i.e., STD 812 or other form) from the DGS OSDS, complete the application, and submit it to the DGS as instructed in the application. Prospective bidding firms desiring small business certification assistance, may contact the DGS by the following means:
 - 1) (916) 322-5060 (24 hour recording and mail requests), or
 - 2) (916) 375-4940 (Small business assistance) or (800) 559-5529 (live operator-Central receptionist), or
 - 3) Internet address: <https://www.pd.dgs.ca.gov/PD/Services> or
 - 4) Fax: (916) 375-4950, or
 - 5) Email: osdshelp@dgs.ca.gov

2. Non-Small Business Subcontractor Preference (preference not to exceed \$50,000)

- a. Non-small business means a responsive and responsible bidder that is not certified by the DGS as a small business or microbusiness.
- b. If the tentative low bidder is not a certified DVBE or small/micro business, a bid preference up to five percent (5%) is available to a responsive and responsible non-small business claiming twenty-five percent (25%) small business subcontractor participation with one or more small businesses. This preference is authorized pursuant to California Code of Regulations, title 2, section 1896.8 subdivision (a), and Government Code section 14838.
- c. If a bidder claims the non-small business subcontractor preference, the bid response must identify each proposed small business subcontractor, the participation percentage amount committed to each identified subcontractor, and substantial proof to enable verification of each subcontractor’s small business status. The total small business subcontractor participation must equal no less than twenty-five percent (25%) of the total bid price or cost offered.

- d. To be granted preference, each proposed small business subcontractor must possess an active small business or microbusiness certification issued by the DGS, must perform a “commercially useful function” under the Agreement, and the basic functions to be performed must be identified at the time of bidding.
- e. In granting the non-small business subcontractor preference, no bid price will be reduced by more than five percent (5%). The cost adjustment is for computation for Agreement award purposes only and does not alter the actual cost offered by the bidder.
- f. Complete **Attachment 10a (Small Business Subcontractor/Supplier Acknowledgement)** and **Attachment 11 (Bidder Declaration)** to request the non-small business subcontractor preference.
- g. Refer to section GG of this IFB, entitled “Bid Requirements and Information”, paragraph 6, b to learn how tie bids will be resolved.

3. Disabled Veteran Business Enterprise (DVBE) Incentive

In accordance with Military and Veterans Code section 999 et seq., an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the state shall apply an incentive to bids that propose California certified DVBE participation as identified on **Attachment 11 (Bidder Declaration)** and confirmed by the State. The incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. (Refer to Attachment 9).

Bidders must comply with rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in Military and Veterans Code sections 999 and 999.5, subdivision (d).

NOTE: When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed 10% or \$100,000, whichever is less.

4. Nonprofit Veteran Service Agency (NVSA) Small business Preference (preference not to exceed \$50,000)

- a. Pursuant to Military and Veteran Code section 999.50 et seq., responsive and responsible nonprofit veteran service agencies (NVSAs) claiming small/micro business preference and verified as such in the relevant category or business type prior to the bid submission due date will be granted a preference up to five percent (5%) of the lowest responsive bid, if the lowest responsive bid is submitted by a bidder not certified as a small business or microbusiness. The “service” category is the business type that will most likely apply to this procurement.
- b. In granting small/micro business preference to NVSAs, no bid will be reduced by more than five percent (5%). The preference cost adjustment is for computation for Agreement award purposes only and does not alter the actual cost offered by the bidder.
- c. To be eligible for the NVSA small/micro business preference, the bidder must:
 - 1) Request preference at the time of bid submission, and
 - 2) Become certified as a small business or microbusiness by the appropriate office of the DGS prior to the bid submission due date.

- d. Refer to section GG of this IFB, entitled “Bid Requirements and Information”, paragraph 6, b to learn how tie bids will be resolved.

5. Other Preference Programs

The DGS Procurement Division's Preference Programs administers the bid preference programs under the Target Area Contract Preference Act (TACPA). Links for more information and forms can be found at <https://www.dgs.ca.gov/PD/Forms>.

II. Agreement Terms and Conditions

The winning bidder must enter into an Agreement that may contain the bidder's bid form or budget, a Statement of Work, standard Agreement provisions, and one or more of the Agreement forms and exhibits identified below. Other exhibits, not identified herein, may also appear in the resulting Agreement.

The exhibits identified in this section contain Agreement terms that require strict adherence to various laws and contracting policies. A bidder's unwillingness or inability to agree to the terms and conditions shown below or contained in any exhibit identified in this IFB may cause the DOJ to deem a bidder non-responsible and ineligible for an award. The DOJ reserves the right to use the latest version of any form or exhibit listed below in the resulting Agreement if a newer version is available.

In general, the DOJ will not accept alterations to the General Terms and Conditions (GTC), the Special Terms and Conditions, or the Scope of Work; or alternate agreement/exhibit language submitted by a prospective contractor. The DOJ will consider a bid containing such provisions a counter proposal/offer and the DOJ may reject such a bid.

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.

1. Sample Agreement Forms & Exhibits

<u>Form/Exhibit Title</u>	<u>Form/Exhibit Name</u>
a. STD 213	Standard Agreement
b. Exhibit A	Statement of Work
c. Exhibit B	Budget Detail and Payment Provisions
d. Exhibit C	General Terms and Conditions. View or download at this Internet site: https://www.dgs.ca.gov/OLS/Resources
e. Exhibit D	Special Terms and Conditions

2. Unanticipated tasks

In the event unanticipated or additional work must be performed that is not identified in this IFB, but in the DOJ's opinion is necessary to successfully accomplish the Statement of Work, the DOJ may request a quote for only the unanticipated work and amend the Agreement to include the additional work.

Unless otherwise indicated, all terms and conditions appearing in the resulting agreement and the salary, wage, unit rates and/or other expenses appearing on the bidder's Bid Form will apply to any additional work.

3. Resolution of differences between IFB and Agreement language

If an inconsistency or conflict arises between the terms and conditions appearing in the final agreement and the proposed terms and conditions appearing in this IFB, any inconsistency or conflict will be resolved by giving precedence to the final Agreement.

Required Attachments

Bid Form

Attachment 1
26-0071-IFB

Name of Bidding Firm <i>(Legal name as it will appear on the agreement)</i>			
Mailing address	City	State	Zip Code
Telephone number ()	Fax number ()	Email address <i>(If applicable)</i>	
Name of Contact Person	Telephone number <i>(If different from above)</i> ()		

Submitted hereon is the bid rate to provide **Chiller Removal & Replacement Installation** for the DOJ, **Division of Law Enforcement, Bureau of Forensic Services, Santa Rosa Laboratory** per the specifications of this IFB. The DOJ anticipates the term of the agreement to be for two (2) years and is anticipated to be effective from **Thursday, October 01, 2026** (or upon approval) through **Saturday, September 30, 2028**.

Bidders must bid on every item at an amount equal to or greater than zero and must provide rates in clear, legible figures in the spaces provided. Bidders understand and agree that if a zero-dollar (\$0.00) amount is quoted, the bidder shall provide the items or services at no cost to the DOJ.

An incomplete or unsigned bid form shall render the bid non-responsive and shall result in rejection. **Any modification to this bid form shall render your bid non-responsive.**

Progress payments will not be authorized for work awarded under this IFB. Payment will be made on a lump-sum basis only.

RATE SCHEDULE			
LINE ITEM	QTY.	DESCRIPTION (Service, Item, Size, Brand, etc.)	TOTAL
1	1	Remove and dispose of one (1) existing chiller in accordance with all applicable federal, state, and local regulations. <i>Include labor</i> Estimated Labor Hours:	\$
2	1	Furnish and install one (1) new replacement chiller, including integration with the existing Enterprise Buildings Integrator (EBI) Building Automation System (BAS). <i>Include labor</i> Estimated Labor Hours:	\$
TOTAL BID AMOUNT (ADD LINE ITEMS 1 & 2) =			\$

NOTE: The estimated quantities listed above are provided solely for the purpose of calculating costs and establishing a fair and equitable basis to determine the lowest responsive bidder. These quantities shall not create any obligation for the DOJ. The rate quoted by the bidder, however, shall be binding and enforceable for the full term of the Agreement. No adjustments to the quoted rate shall be permitted based on actual quantities.

Bidding Preferences/Incentives Claimed (Check only the preferences/incentives claimed)

- ☐ Certified small business or microbusiness preference **Certification #** _____
- ☐ Non-small business subcontractor preference (committing use of 25% or more of small business subcontract(s))
- ☐ DVBE Incentive (committing to use DVBE subcontract(s)) **Certification #** _____
- ☐ Circle all that apply: TACPA (Attach applicable paperwork)

Bidder Acknowledgment/Certification

The bidder hereby certifies that the materials submitted in response to this IFB and the price(s)/rate(s) offered on this Bid Form are true and accurate to the best of the bidder's knowledge.

The bidder understands that its bid response will become a public document and will be open to public inspection.

The bidder agrees that the price(s)/rate(s) offered herein shall remain in effect until DOJ awards the agreement and throughout the duration of the agreement. Any cost over-runs or increases in services, if allowed, shall be billed at the price(s)/rate(s) stated for the appropriate budget period. Agreement extensions, if any, shall be billed at the price(s)/rate(s) stated for the last budget period/year if more than one budget period/year is shown.

The bidder further understands that the above quoted rate(s) must include all of the bidders costs including operating expenses, labor, service call charges, diagnostic fees/estimates, transportation/travel costs, mileage or per diem expenses, equipment costs, supplies, annual inflation costs/rate adjustments, profit margin, etc. By submitting this Bid Form the bidder hereby claims its willingness to certify to and comply with all requirements and terms and conditions cited in this IFB and any attachment thereto.

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

Bidder's signature:

Date signed

Printed/typed name

Title

Required Attachment/Certification Checklist

Required Attachment/Certification Checklist		Confirmed by DOJ
Qualification Requirements. I certify that I meet the following qualification requirements:		
☐ Yes ☐ N/A	My firm has read and is willing to comply with the terms, conditions, and Agreement exhibits addressed in the section P of the IFB, entitled "Agreement Terms and Conditions".	☐ Yes ☐ No
☐ Yes ☐ N/A	(Corporations) My firm is in good standing and qualified to conduct business in California. [Check "N/A" if not a Corporation.]	☐ Yes ☐ No
☐ Yes ☐ N/A	(Nonprofit Organizations) My firm is eligible to claim nonprofit status. [Check "N/A" if not a nonprofit organization.]	☐ Yes ☐ No
☐ Yes ☐ N/A	My firm has a past record of sound business integrity and a history of being responsive to past contractual obligations. My firm authorizes the state to confirm this claim.	☐ Yes ☐ No
☐ Yes ☐ N/A	My firm will supply before Agreement execution, proof of self-insurance or copies of insurance certificates proving possession of appropriate liability insurance that meets the requirements stipulated in section J of the IFB, entitled "Qualification Requirements", paragraph 7.	☐ Yes ☐ No
Bid Content. I have completed and returned the following Attachments:		Confirmed by DOJ
☐ Yes ☐ N/A	Attachment 1, Bid Form	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 2, Required Attachment/Certification Checklist	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 4, Client References	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 5, CCC 04/2017 – Contractor Certification Clauses	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 6, Darfur Contracting Act (If option 2 was selected, a copy of the written permission from DGS is attached.)	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 7, Std. 204, Payee Data Record	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 8, Conflict of Interest & Confidentiality Statement - Vendor	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 9a, Std. 843, Disabled Veteran Business Enterprise Declarations [Check "N/A" if you are not requesting DVBE Incentive.]	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 10a, Small Business Subcontractor/Supplier Acknowledgement [Check "N/A" if not applying for this subcontractor preference.]	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 11, GSPD-05-105, Bidder Declaration	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 12, California Civil Rights Laws Certification	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 13, Iran Contracting Act	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 14, Bidder's Acknowledgement of Prevailing Wage Requirement	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 15, Contractor's License Information	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 19, STD 19 Nondiscrimination Compliance Statement	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 20, STD 21 – Drug-Free Workplace Certification, <i>completion only required if awarded bid</i>	☐ Yes ☐ No
Required Documentation. Enclosed with the bid is the following required documentation.		Confirmed by DOJ
☐ Yes ☐ N/A	(California Businesses) Copy of a current business license issued by the government jurisdiction in which the business is located, unless no license is required. Attach an explanation if a license copy cannot be supplied or there is reason to believe no license is required. [Check "N/A" if not a California business or no business license is required.]	☐ Yes ☐ No
☐ Yes ☐ N/A	(Corporations) Either a copy of the Certificate of Status issued by California's Office of the Secretary of State or a copy of the bidding firm's <u>active</u> on-line status information downloaded from the California Business Portal website. Attach an explanation if the required documentation cannot be supplied. [Check "N/A" if not a Corporation.]	☐ Yes ☐ No
☐ Yes ☐ N/A	(Nonprofit Organizations) A copy of a current IRS determination letter indicating nonprofit or tax exempt status under United States Code, title 26, section 501(c)(3). [Check "N/A" if not a nonprofit organization.]	☐ Yes ☐ No
Name of Bidding Firm:		Signature:
Printed Name/Title:		Date:

BID EVALUATION FORMULA

(DOJ USE ONLY – BIDDER DO NOT FILL OUT)

NAME OF BIDDER: _____

An Agreement shall be awarded to the bidder that submits all required documents, meets all criteria as specified in this IFB, and is the lowest responsive and responsible bidder utilizing the Bid Evaluation Formula below.

BID EVALUATION FORMULA:

TOTAL \$ _____

5% SBE Preference (if applicable) \$ _____

3-5% DVBE Incentive (if applicable) \$ _____

TACPA (if applicable) \$ _____

TOTAL (with Preference/Incentive subtracted if applicable) \$ _____

DOJ USE ONLY

Client References

List three (3) clients served in the past five (5) years for which the bidding firm provided similar services. List the most recent first. In addition to the references listed, the DOJ may check with DOJ offices previously or currently serviced by your company.

REFERENCE 1

Name of Firm

Street address

City

State

Zip Code

Contact Person

Telephone number / Email address
()

Dates of service

Value or cost of service

Brief description of service provided

REFERENCE 2

Name of Firm

Street address

City

State

Zip Code

Contact Person

Telephone number / Email address
()

Dates of service

Value or cost of service

Brief description of service provided

REFERENCE 3

Name of Firm

Street address

City

State

Zip Code

Contact Person

Telephone number / Email address
()

Dates of service

Value or cost of service

Brief description of service provided

If three references cannot be provided, explain why:

Contactor Certification Clauses

CCC 04/2017

CERTIFICATION

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

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

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 lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

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

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.
7. 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.
8. 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.
9. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

STATE OF CALIFORNIA
DARFUR CONTRACTING ACT CERTIFICATION
 DGS PD 1 (Rev. 12/19)

DEPARTMENT OF GENERAL SERVICES
 PROCUREMENT DIVISION

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.

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.

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

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.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

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. 4-2017)

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

EMAIL ADDRESS

Section 1 – Payee Information**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 – CertificationI 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
CA Department of JusticeUNIT/SECTION
OPS/CPUMAILING ADDRESS
1300 I Street, STE 820FAX
NATELEPHONE (include area code)
(916) 210-

CITY Sacramento	STATE CA	ZIP CODE 95814	E-MAIL ADDRESS
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Attachment 7

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 (Form 1099).

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 Partnership (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, nurse 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

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.

STATE OF CALIFORNIA
DEPARTMENT OF JUSTICE

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT - VENDOR

BID NUMBER

It is a mandatory requirement for the contractor/vendor to complete and submit the Conflict of Interest and Confidentiality Statement prior to commencing contract services and/or delivering requested commodities. Failure to complete and submit the Conflict of Interest and Confidentiality Statement prior to commencement of work and/or delivery of requested commodities will be grounds for contract termination.

As an authorized representative and/or corporate officer of the company named below, I warrant my company and its employees have no personal or financial interest and no present or past employment or activity which would be incompatible with participating in any activity related to this contract. For the duration of this contract, I warrant my company and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this contract.

I warrant my company and its employees not to disclose any financial, statistical, personal, technical, media-related, and all other data and information made available to use by the state for the purpose of providing services to the California Department of Justice (DOJ) in conjunction with the contract identified above. I warrant that only those employees who are authorized and required to use such materials will have access to them. Authorization documentation must be provided to the DOJ prior to the start of the contract.

I further warrant that all materials provided by the state will be returned promptly after use; all copies or derivations of the materials will be physically and/or electronically sanitized at a minimum in accordance with the Federal Information Security Management Act (FISMA), National Institute of Standard Technology (NIST), 43 NIST Special Publication 800-36. I will include, with the returned materials, a letter attesting to the complete return of materials and documenting the destruction of copies and derivations. Failure to so comply will subject my company to criminal and civil liabilities, including all damages to the state. I authorize the state to inspect and verify the destruction document(s) as described above.

I warrant that my company will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the state that such third party has an agreement with the state similar in nature to this one. I agree to immediately advise the DOJ contract coordinator of any person(s) who has access to project confidential information and intends to disclose that information in violation of this agreement.

NAME OF COMPANY

NAME OF COMPANY REPRESENTATIVE

TITLE

SIGNATURE OF COMPANY REPRESENTATIVE

DATE

California Disabled Veteran Business Enterprise (DVBE) Bid Incentive Instructions

(Revision Date October 6, 2009)

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE YOU BEGIN.

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

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

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99%	4%
3.25% to 3.99%	3%

As applicable: (1) Awards based on low price - the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

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

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

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

Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called “DVBE”) who perform a commercially useful function relevant to this solicitation, may be

used to satisfy the DVBE program requirements. The criteria and definition for performing a commercially useful function are contained herein on the page entitled "Resources and Information". Bidders are to verify each DVBE subcontractor's certification with OSDS to ensure DVBE eligibility.

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

BUSINESS UTILIZATION PLAN (BUP). DVBE BUPs are a company's commitment to expend a minimum of 3% of its total statewide subcontracting contract dollars with DVBEs - this percentage is based on all of its contracts held in California, not just those with State agencies. A DVBE BUP does not qualify a firm for a DVBE incentive. BUPs must be submitted to and approved by DGS-PD prior to the bid due date. Please call DGS-PD, OSDS at (800) 559-5529 / (916) 375-4940 for assistance. Bidders with a BUP, must submit a Bidders Declaration (GSPD-05-105) to confirm the DVBE participation for an element of work on this solicitation in order to claim a DVBE incentive(s). A copy of its approval letter must be included with the bid. Failure to submit these documents shall render your bid non-responsive.

THE FOLLOWING RESOURCES AND INFORMATION PAGE MAY BE USED TO LOCATE DVBE SUPPLIERS:

RESOURCES AND INFORMATION

Awarding Department: For questions regarding bid documentation requirements, DVBE suppliers who may have identified themselves as potential subcontractors and/or to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation, contact the department's Certified Business Advocate named below:

DOJ SB/DVBE Advocate
 Business: (916) 210-6531
 Facsimile: N/A
 Email: Advocate@doj.ca.gov

DGS-PD Office of Small Business and DVBE Services (OSDS)

707 Third Street, Room 1-400, West Sacramento, CA 95605

Website: <https://www.caleprocure.ca.gov/pages/sbdvbe-index.aspx>

Receptionist: (916) 375-4940
 Voice, 8 am-5 pm: (800) 559-5529
 Facsimile: (916) 375-4950

To view/download any of the above tabs, go to <https://www.caleprocure.ca.gov/pages/sbdvbe-index.aspx> and click on appropriate tab.

FOR:

- Directory of Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns
- DVBE Program Info. and Statewide Policy
- DVBE Resource Packet
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

DGS-PD EProcurement

Website: <https://www.caleprocure.ca.gov/pages/index.aspx>
 Phone: (916) 375-2000
 Email: OSDSHelp@dgs.ca.gov

FOR:

- SB/DVBE Search
- CSCR Ads
- Click on Training tab to view an eProcurement Training Modules including SB/DVBE search

To begin your search, click on "SB/DVBE Search". Search by "Keywords" or "United Nations Standard Products and Services Codes (UNSPSC)" that apply to the element(s) of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at <https://www.caleprocure.ca.gov/pages/public-search.aspx>. For questions regarding the online certified firm database or the CSCR, contact OSDS at (916) 375-4940 or send an email to OSDSHelp@dgs.ca.gov

U.S. Small Business Administration (SBA):

Use the Central Contractor Registration (CCR) on-line database.

Internet contact only –Database:

<https://www.sba.gov/contracting/getting-started-contractor/register-government-contracting>

To begin your search, click on the "Dynamic Small Business Search" button. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the "help" button for detailed instructions. Remember to verify each firm's status as a California certified DVBE.

FOR:

Disabled Veteran-owned businesses in California
 (Remember to verify each DVBE's California certification)

The Disabled Veteran Business Enterprise The California Alliance

www.cadvbe.org

FOR:

- List of potential DVBE subcontractors

To begin your search, click on "Click Here to Search for a DVBE". Search by "Keywords".

Local Organizations

Website: <https://www.caleprocure.ca.gov/pages/sbdvbe-index.aspx>

FOR:

- List of potential DVBE subcontractors
- DVBE Local Contacts
- DVBE Trade Paper Listing
- DVBE Focus Paper Listing

To begin your search, click on the appropriate tab listed above or contact DGS-PD Office of Small Business and DVBE Services (OSDS) at (916) 375-4940 or send an email to OSDCHelp@dgs.ca.gov receive a listing for a fee.

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONSDGS 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)

Non-Small Business Subcontractor Preference Instructions

Preference information	Non-small business bidders will be granted up to a five percent (5%) non-small business subcontractor preference on a bid evaluation when a responsive non-small business has submitted the lowest priced responsive bid and when a non-small business bidder: 1. Has included in its bid a notification that it commits to subcontract at least twenty-five percent (25%) of its total bid price with one or more small businesses; and 2. Has submitted a timely, responsive bid; and 3. Is determined to be a responsible bidder; and 4. Lists the small businesses it commits to subcontract with for a commercially useful function in the performance of the resulting agreement.
Commercially useful function	A subcontractor is deemed to perform a commercially useful function if the subcontractor does the following: 1. Is responsible for the execution of a distinct element of the contracted work; 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. Is not further subcontracting a greater portion of the work than would be expected by normal industry practices. A 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, agreement, or project through which funds are passed in order to achieve the appearance of participation.
How to calculate 25% subcontract participation	Unless otherwise instructed in the solicitation document, first determine the total dollar value or amount that will be bid for the entire agreement term, then multiply this figure by 25% to determine how much of the bid price must be committed to small business subcontracts that will perform commercially useful functions including but not limited to things such as labor, supplies, materials, equipment, or support services.
Use of proposed subcontractors/ substitution	If awarded the agreement, the selected contractor must faithfully use each small business subcontractor proposed for use and identified in its preference request. No substitutions or alterations are allowed after a bid is submitted. Substitutions are only allowed after agreement execution if the Contractor submits a Request for Substitution to the DOJ SB/DVBE Advocate and that request is subsequently granted by DOJ.
Preference request instructions	If preference is claimed, indicate this on the Bid Form and complete Attachment 11 identifying each small business or microbusiness subcontractor that will be used. For each subcontractor identified on Attachment 11, obtain a completed and signed Small Business Subcontractor/Supplier Acknowledgment (Attachment 10a). Affix each Attachment 10a to Attachment 11 for submission with the bid response. If a signed Attachment 10a cannot be collected from each subcontractor in time for bid submission, indicate why. Submission of a signed Attachment 10a for each subcontractor listed on Attachment 11 is a prerequisite for agreement award confirmation. Identify only currently certified small business or microbusiness subcontractors, as active certification is required and certification possession will be verified. All proposed subcontracted services must appear in the Scope of Work.

Small Business Subcontractor/Supplier Acknowledgement

Name of Bidding Firm/Prime Contractor	DOJ IFB Number: 26-0071-IFB
Total Dollar Value of Subcontractor Use	

This document confirms and acknowledges that the firm named below agreed to be identified by a bidding firm as a proposed small business or microbusiness or DVBE subcontractor or supplier for any DOJ procurement.

Subcontractor acknowledgements:

- A. The subcontracting firm named herein has committed to perform or provide services/labor or supplies equal to a percentage of the total bid/cost proposal price submitted by the bidding firm named above.
- B. The subcontracting firm named herein acknowledges the total dollar value of claimed participation identified above.
- C. The subcontracting firm named herein agrees to provide the following subcontracted services/labor or supplies under the resulting agreement if the bidding firm named above receives the agreement award:

Below and/or continued on an attachment is a brief description of the commercially useful function(s) that the subcontractor/supplier identified herein will provide or supply:

The subcontracting firm named herein understands it is its sole responsibility to contact the bidding firm named above to learn if the Proposer was awarded the agreement pursuant to the referenced bid number and to confirm its subcontract agreement. If the bidding firm named above receives an award based in part on non-small business subcontractor preference or the DVBE incentive, the bidding firm/contractor is obligated to use each small and/or microbusiness or DVBE subcontractor or supplier identified in its proposal unless a subcontractor substitution is requested after agreement execution pursuant to Public Contract Code Section 4107 and Title 2 California Code of Regulations Section 1896.10.

The person signing below certifies the information supplied on this form is true and accurate to the best of its knowledge and agrees to allow the state to confirm this information, if deemed necessary.

Name of Proposed Subcontractor/Supplier		Date Signed
Signature of Subcontractor/Supplier Representative	Telephone number ()	Email address (if applicable)
Printed/Typed Name	Title	

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, 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, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

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

Page ____ of ____

BIDDER DECLARATION Instructions

2. (continued) Column Labels

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:
- Micro business (MB)
 - Small Business (SB)
 - Small Business Nonprofit Veteran Service Agency (SB/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, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/micro businesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Services (OSDC), OSDC Certification and Compliance Unit via email at: osdchelp@dgs.ca.gov

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

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

- 1.c.** This item is only to be completed by businesses certified by California as a DVBE.
- (1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.
 - (2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

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

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

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, DVBE or None) – If the subcontractor possesses a current State of California certification(s), verify on the OSDC website (www.pd.dgs.ca.gov/smbus) that it is still valid and list all current certifications here. Otherwise, enter "None." [Note: A SB/NVSA should not be participating as a subcontractor.]

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, and/or DVBE status
- Is **not** listed on the OSDC website as ineligible to transact business with the State

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

CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT

OFFICE OF LEGAL SERVICES

DGS OLS 04 (Rev. 01/17)

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts 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 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	
Executed in the County of	Executed in the State of
Date Executed	

IRAN CONTRACTING ACT
(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

BIDDER'S ACKNOWLEDGEMENT OF PREVAILING WAGE REQUIREMENTS

_____ (**"Bidder"**) acknowledges that State General Prevailing Wage
Print Name of Bidder

Rates will apply for the county of Santa Cruz. If awarded this Agreement, I acknowledge it will be the Bidder's responsibility to ensure the payment of appropriate prevailing wage rates to all employees who participate on this Agreement throughout the duration of this Agreement.

Bidder's Printed Name

Title of Person Signing

Bidder's Signature

Date

ATTACHMENT 15
CONTRACTOR'S LICENSE INFORMATION

Bidder shall complete the applicable Contractor's license information below in accordance with the Contractor's State License Board, Department of Consumer Affairs. A Contractor's license of appropriate C-4 is required before any Bidder can contract business (e.g. submit a proposal or bid) which includes the repair or maintenance of electrical issues.

CONTRACTOR:

Class _____ License No: _____

Licensee: _____ Expiration Date: _____

Work to be Completed: _____

SUBCONTRACTOR 1

Class _____ License No: _____

Licensee: _____ Expiration Date: _____

Work to be Completed: _____

SUBCONTRACTOR 2

Class _____ License No: _____

Licensee: _____ Expiration Date: _____

Work to be Completed: _____

(Use additional sheets if necessary.)

CHAPTER 10 – APPENDIX

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID FOR PUBLIC WORKS

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

_____, being first duly sworn, deposes and

says that he or she is _____ of
(position or title)

(the bidder)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Dated: _____

By: _____
(person signing for bidder)

PAYMENT BOND TO ACCOMPANY CONSTRUCTION CONTRACT

(Public Contract Code Sections 7103 and 10221)

BOND NO. _____

The premium on this bond is _____ for the term of _____

Know All Men By These Presents:

That the State of California, acting by and through the _____, has awarded to _____ whose address for service is _____ as Principal, a contract for the work described as follows:

Project Title: _____

Project Location: _____

WHEREAS, the provisions of Public Contract Code Sections 7103 and 10221 require that the Principal file a bond in connection with said contract and this bond is executed and tendered in accordance therewith.

NOW THEREFORE, Principal and _____, a Surety Corporation organized under the laws of _____, and authorized to transact a general surety business in the State of California as Surety, are held and firmly bound to the People of the State of California in the penal sum of _____, for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

1. That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety herein will pay for the same, otherwise this obligation is to be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.
2. This bond shall inure to the benefit of any persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigned in any suit brought upon this bond.
3. The aggregate liability of the Surety hereunder, including costs and attorney fees, on all claims whatsoever shall not exceed the penal sum of the bond in accordance with the provisions of Section 996.470(a) of the Code of Civil Procedure.
4. This bond is executed by the Surety, to comply with the provisions of Public Contract Code Sections 7103, 10221 and 10222, of Chapter 5, Title 3, Part 6, Division 4 of the Civil Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.
5. This bond may be cancelled by the Surety in accordance with the provisions of Section 996.310 et seq. of the Code of Civil Procedure.
6. This bond to become effective _____

(NAME OF SURETY)

(ADDRESS FOR SERVICE)

I certify (or declare) under penalty of perjury under the laws of the State of California that I have executed the foregoing bond under an unrevoked power of attorney.

Executed in _____ on _____
(CITY AND STATE) (DATE)

 X
(SIGNATURE OF ATTORNEY IN FACT)

(PRINTED OR TYPED NAME OR ATTORNEY IN FACT)

STATE OF

CALIFORNIA Std. 807

(Rev. 10/2019)

STATE OF CALIFORNIA

PERFORMANCE BOND

JUS 8905 (Rev. 04/2016)

PERFORMANCE BOND

(Office of the Attorney General—Public Contract Code Sections 10221 and 10224)

KNOW ALL MEN BY THESE PRESENTS:

That, whereas _____, whose address for service is _____, hereinafter called the CONTRACTOR (Principal), and _____ a corporation duly organized and existing under and by virtue of the laws of the State of _____ and authorized to transact a surety business in California, hereinafter called the SURETY, are held and firmly bound unto the STATE OF CALIFORNIA, acting by and through the DEPARTMENT OF JUSTICE, as OWNER (Obligee), in the sum of _____ (\$ _____) for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION IS SUCH THAT:

The Principal has entered into a contract dated _____, with the Obligor to do and perform the following work:

If the said Principal shall well and truly perform the said work, and fulfill each and every of the covenants, conditions and requirement of the said contract in accordance with the plans and specifications, and in a timely manner, then the above obligation shall be void, otherwise it shall remain in full force and effect.

In Witness Whereof, under penalty of perjury, we have hereunto set our hands and seals this ____ day of _____, 20 ____.

PRINCIPAL (Signature)

SURETY

SURETY ADDRESS FOR SERVICE

SURETY PHONE NO.

By: _____
Attorney-in-Fact

DO NOT COMPLETE UNLESS AWARDED BID

STATE OF CALIFORNIA

NONDISCRIMINATION COMPLIANCE STATEMENT

STD. 19 (Rev. 10/2019)

COMPANY NAME

The company named above (hereinafter referred to as "prospective contractor") hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to 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), medical condition (cancer), age (over 40), marital status, denial of family care leave and denial of pregnancy disability leave.

CERTIFICATION

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

DATE EXECUTEDEXECUTED IN THE COUNTY OF

PROSPECTIVE CONTRACTOR'S SIGNATURE

PROSPECTIVE CONTRACTOR'S TITLE

PROSPECTIVE CONTRACTOR'S LEGAL BUSINESS NAME

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (Rev. 10/2019)

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. 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.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY (Authorized Signature)	DATE EXECUTED
 PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code)
TITLE	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. 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).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____
(NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

Sample Agreement Forms/Exhibits

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Department of Justice

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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

Exhibits		Title	Pages
	Exhibit A	Statement of Work	
	Exhibit B	Budget Detail and Payment Provisions	
	Exhibit C *	General Terms and Conditions (GTC 04/2017)	Online
+	Exhibit D	Special Terms and Conditions	
-			
+	Exhibit E	Additional Provisions	
-			

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dqs.ca.gov/Cases/CaseResources>

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING _____

	TITLE
--	-------

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED _____

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Justice

CONTRACTING AGENCY ADDRESS
1300 I Street, STE 820

CITY
Sacramento

STATE
CA

ZIP
95814

PRINTED NAME OF PERSON SIGNING
Patrick Owens

TITLE
Manager, OPS/Contracts Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SAMPLE

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

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

Description of Work – Inclusions/Exclusions:

2. The project representative during the term of this Agreement will be:

State Agency: Department of Justice	Contractor:
Name:	Name:
Phone: (916) 210	Phone:()
Address	Address
Email Address: @doj.ca.gov	Email Address:

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

Payment (CPU Analyst, select one of the options listed below and delete the other. Delete these instructions)

Lump Sum Payment – For services satisfactorily rendered and upon completion of project and receipt and approval of invoices, the Department of Justice (DOJ) agrees to compensate for actual expenditures incurred in accordance **with the rate schedule below**. The total amount which may be paid under this Agreement shall not exceed **\$0.00 (Dollars and Cents)**; **one-time payment**, with the actual amount being dependent upon the extent of the Contractor's services required by the DOJ for furnishing all supplies, materials, tools, equipment, labor: install, trash/debris removal, proper disposal, personnel, and supervision; pay all taxes, insurance, bonds, license and permit fees, and all other direct and indirect costs necessary to complete this service with prior State approval or any unforeseen site condition.

Progress Payments – For services satisfactorily rendered and upon completion of project and receipt and approval of invoices, the Department of Justice (DOJ) agrees to compensate for actual expenditures incurred in accordance **with the rate schedule below**. The total amount which may be paid under this Agreement shall not exceed **\$0.00 (Dollars and Cents)**; **paid in NUMBER (#) progress payment phases in accordance with the attached phase breakdown** with the actual amount being dependent upon the extent of the Contractor's services required by the DOJ.

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

Contingency / Additional Encumbrance					
Quantity	Unit (Each, Monthly, Quarterly, etc.)	Model/Part/Serial Number	Description – Specifications of Possible Unforeseen Service (Service, Item, Size, Color, Brand, etc.)	Unit Price	Total
			Contingency		

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

Contingencies are for changes due to unforeseen items of work, and/or adjustments in the quantities of items bid on a unit price basis, as may be determined and allowed by the DOJ Project Representative. The total amount to be paid under this item may be from zero (if no changes are allowed) to the full amount, as determined by the DOJ Project Representative.

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

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

**EXHIBIT B (Cont.)
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

Invoicing The Contractor shall submit invoices clearly indicating:

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

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

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

Submit invoice(s) in arrears to:

DEPARTMENT OF JUSTICE
Division/Bureau/Section
Address
City, State, Zip
ATTN:
Email@doj.ca.gov

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

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

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

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

- It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after the determination was made.
- This contract is valid and enforceable only if sufficient funds are made available to the state by the United State

**EXHIBIT B (Cont.)
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

Federally Funded Contracts (Cont.)

Government for the grant fiscal year(s) N/A for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations or conditions enacted by the Congress or to any statute enacted by the Congress may affect the provisions, terms, or funding of this contract in any manner.

- The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- The Department has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

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

Termination of Contractor's Control Failure to supply an adequate working force, material of proper quality, or failure in any other respect to prosecute the work with the diligence and force specified in the Agreement, are grounds for termination of Contractor's control over the work. The DOJ will take over the work as provided in the State Contract Act.

Protection of Confidential Data In accordance with all applicable statutes, rules, and regulations of the United States and the State of California and applicable industry standards and practices, all financial, statistical, personal, technical, and other data and information relating to the Department of Justice's operations which are designated confidential by the Department of Justice and made available to the Contractor in order to carry out this Agreement, or which becomes available to the Contractor in carrying out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure and other events as further described herein (such data and information collectively referred to herein as "confidential data"). Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards at all times during the term of this Agreement to secure confidential data from breach (as defined in this Agreement) or security incident as defined in this Agreement), and protect confidential data from hacks, viruses, disabling devices, malware, and other forms of malicious or inadvertent acts. For protection of Criminal Justice Information (CJI), the Contractor must comply with the "California Justice Information Services Division Security Requirements for Research Organizations, Contractor, External Entities & Vendor" requirements (incorporated and made part of this Agreement as if attached hereto). For Non-CJI, the Contractor must comply with the "California Justice Information Services Division Non-Criminal Justice Information Security Requirements for Research Organizations, Contractors, External Entities & Vendors" requirements (incorporated and made part of this Agreement as if attached hereto).

**EXHIBIT D (Cont.)
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

Protection of Confidential Data (cont.)

If the safeguards employed by the Contractor for the protection of the Contractor's data and information are deemed by the Department of Justice to be adequate for the protection of confidential data, such methods and procedures may be used, with the written consent of the Department of Justice, to carry out the intent of this paragraph. At no time shall any confidential data be accessed, copied, or retained by the Contractor for any purposes other than to perform the services under this Agreement. Unless otherwise set forth in this Agreement, the Contractor shall not be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by the Contractor outside the scope of this Agreement, or is rightfully obtained from third parties.

Unless otherwise set forth in this Agreement, confidential data shall only be stored in the Contractor's physical location within the continental United States. Remote access to confidential data from outside the continental United States is prohibited unless approved in advance in writing by the Department.

Breach or Security Incident Related to Confidential Data Contractor shall inform the Department of any breach or security incident related to confidential data immediately upon the Contractor's knowledge of such breach or security incident. Under this Agreement, "breach" means unauthorized access that results in the use, disclosure, destruction, modification, loss, or theft of confidential data; and "security incident" means the potentially unauthorized access to confidential data that could reasonably result in the access, use, disclosure, destruction, modification, loss, or theft of confidential data. A security incident may or may not turn into a breach. In the event of a breach or security incident, the Contractor shall, within 24 hours of the breach or security incident: identify the nature of the breach or security incident; the confidential data breached or subject to the security incident; the persons or entities that had unauthorized access to the confidential data as a result of the breach or security incident, if known; measures the Contractor has taken or will take to quarantine and mitigate the breach or security incident; and the corrective action the Contractor has taken or will take to prevent a future breach or security incident. Contractor shall cooperate with the Department to investigate and resolve the breach or security incident. The Contractor will provide daily updates, or more frequently if required by the Department, regarding findings and actions performed by the Contractor until the breach or security incident has been effectively resolved to the Department's satisfaction. After any breach or security incident, the Contractor shall, upon the Department's request and at the Contractor's expense, have an independent, industry-recognized, Department-approved third party perform an information security audit. The audit results shall be shared with the Department within seven (7) days of the Contractor's receipt of such results. The Contractor will provide the Department with written evidence of planned remediation within 30 days of the audit results and promptly modify its security measures in order to meet its obligations under this Agreement. Alternatively, the Department may perform the information security audit. Contractor shall be responsible for any and all costs due to a breach or security incident resulting from the Contractor's failure to comply with this Agreement or the willful or negligent acts or omissions of its employees, officers, or agents. Examples of costs include costs associated with the investigation and resolution of the breach or security incident; notifications to individuals, regulators, or others as required by law; a credit monitoring service as required law; a website or a toll-free number and call center for affected individuals as required by law; and all corrective actions.

Generative Artificial Intelligence Disclosure

Generative Artificial Intelligence (GenAI) is the class of AI models that emulate the structure and characteristics of input data in order to generate derived synthetic content. This can include images, videos, audio, text, and other digital content.

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.

Bidders/Offerors must notify the State in writing if their solution or service includes, or makes available, any GenAI technology, including GenAI from third parties or subcontractors. The State has developed a GenAI Disclosure & Factsheet to be completed by the Bidder/Offeror.

Failure to disclose GenAI to the State and submit the [GenAI Disclosure & Factsheet](#) will result in disqualification of the Bidder/Offeror and 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 [GenAI Disclosure & Factsheet](#) the state reserves the right to incorporate GenAI Special

EXHIBIT D (Cont.)
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Generative Artificial Intelligence Disclosure (Cont.)

Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the state.

Third Party Requests for Confidential Data Unless otherwise required by law, the Contractor shall contact the Department upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to confidential data, or which in any way might reasonably require access to confidential data. The Contractor shall not respond to subpoenas, service of process, or other legal requests related to the Department or this Agreement without first notifying the Department, unless prohibited by law from providing such notice. Unless otherwise required by law, the Contractor agrees to provide its intended responses to the Department with adequate time for the Department to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the Department unless authorized in writing to do so by the Department. Contractor shall inform the Department of any other inquiries from any other persons or entities before responding to such inquiries.

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

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

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

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

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

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

**EXHIBIT D (Cont.)
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

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

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

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

Covenant Against Contingent Fees The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the DOJ shall have the right to terminate this Agreement without liability and to deduct from this Agreement's price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

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

Conflict with Existing Law The Contractor and the DOJ agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of this Agreement shall

**EXHIBIT D (Cont.)
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

Conflict with Existing Law (Cont.)

remain in full force and effect. Either party having knowledge of such terms or provision shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of this Agreement, this Agreement shall be terminated in a manner commensurate with the interest of both parties, to the maximum extent reasonable.

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

The Director of the Department of Industrial Relations has ascertained general prevailing wage rates in the county in which the work is to be performed. The rates of prevailing wage are determined by the Department of Industrial Relations, Labor Statistics and Research. General Prevailing Wage Rate Determinations applicable to the project are available and on file with the DOJ, which shall be made available to any interested party on request under Labor Code section 1773.2. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code section

1773.2. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations internet site at: www.dir.ca.gov/DLSR/PWD/Indes.htm.

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

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

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

It is hereby mutually agreed that the Contractor shall forfeit to the State \$200.00 dollars for each calendar day, or portion thereof, for each worker paid by the Contractor or subcontractor, less than the prevailing wage so stipulated; and in addition the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.

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

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

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

**EXHIBIT D (Cont.)
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

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

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

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

(a) Participation

Pursuant to Military and Veterans Code section 999.5, subdivision (g), after being awarded the Agreement, the Contractor shall use the DVBE subcontractors or suppliers proposed in the bid or proposal to the state unless a substitution is requested and approved. The Contractor shall request the substitution in writing to the Department of Justice and receive approval from both the Department of Justice and the Department of General Services in writing prior to the commencement of any work by the proposed subcontractor or supplier. A substitution shall additionally comply with regulations adopted by the Department of General Services. DVBE subcontractors and suppliers must provide a commercially useful function under Military and Veterans Code section 999.

(b) Certification

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

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

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

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

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

**EXHIBIT D (Cont.)
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

Apprentices (Cont.)

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

Target Area Contract Preference Act (Applies ONLY if the total amount of this Agreement exceeds \$100,000 and the Contractor was awarded this Agreement based on preference under the Target Area Contract Preference Act) Contractor agrees to comply with the Target Area Contract Preference Act (TACPA) under Government Code section 4530 et seq. and implementing regulations under California Code of Regulations, title 2, section 1896.30 et seq. Contractor agrees that the Department of Justice, or its delegee, will have the right to inspect the Contractor's facilities and operations and to inspect, review, obtain, and copy all records pertaining to performance of this Agreement or compliance with the requirements of TACPA and implementing regulations. Contractor further agrees that such records shall be maintained for a period of three (3) years after final payment under this Agreement or until any dispute with the Department of Justice arising from the Agreement is finally resolved, whichever period is longer.

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

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

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

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

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

Security Contractor employees are not authorized to open, use, access, look, read, remove or copy any documents or records. Contractor shall not use, access or disturb cabinets, files, desks, computers, copy machines, fax machines, folders, papers, books, telephones, calculators, kitchen appliances, or DOJ employee's personal property. Failure to adhere to this security policy may result in immediate termination of the Agreement.

Building Security Requirements All personnel who are assigned to perform the work under this Agreement will be subject to a driver license and fingerprint check through the California Criminal History Information System and Federal Bureau of Investigation before access to a DOJ facility is authorized.

EXHIBIT D (Cont.)
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Building Security Requirement (Cont.)

The DOJ Project Representative shall be provided with the names of personnel who will be working in the State building or grounds.

If changes in personnel are required, prior written notification of said changes must be made to the DOJ Project Representative. Upon the initial driver license check returning clear and the receipt of a fully approved Agreement, services may commence. An adverse finding under the fingerprint check, may at the sole discretion of the DOJ, result in a requirement for personnel replacement or cancellation of the Agreement.

If the DOJ Project Representative receives an unsuitable report on Contractor or employee after processing security clearance; or if it is found that Contractor or employee is unsuitable or unfit for the assigned duties, Contractor shall be advised immediately that this individual cannot continue to work or be assigned to work under the Agreement.

The DOJ shall have and exercise full and complete control over granting, denying, withholding or terminating clearance for Contractor, including employees. The DOJ may, as it deems appropriate, authorize and grant temporary clearance to Contractor and employees. However, the granting of temporary clearance shall not be considered as assurance that full clearance will follow as a result or condition thereof and the granting of either temporary or full clearance shall in no way bar, preclude, or prevent the termination or withdrawal of any such clearance by the DOJ.

In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

Security Breach Any security breach by Contractor or Contractor's employees or subcontractors such as leaving the facility without fully securing all entrances or exits and arming the alarm system, or allowing unauthorized access to the premises may result in immediate termination of the Agreement. Contractor will be notified by telephone by the DOJ Project Representative, immediately followed by written notification.

Building keys in Contractor's possession at the termination of this Agreement shall be returned to the DOJ Project Representative within twenty-four (24) hours from the termination of this Agreement. Contractor agrees that the costs for unreturned keys and consequential costs shall be deducted from any sums owed Contractor against this or any other active agreement with the DOJ. For example, a Contractor's failure to return keys will result in an assessment of costs for the re-keying of the office and the cost of reissuing keys.

Laws to be Observed Contractor shall keep fully informed of all existing and future State and federal laws and county, and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work. Contractor shall protect and indemnify the State and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor, a subcontractor, or an employee. If any discrepancy or inconsistency is discovered in the plans, drawings, specification, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, Contractor shall immediately report the same to the DOJ Project Representative in writing. Any reference to certain statutes in this Agreement shall not relieve Contractor from the responsibility of complying with all other statutes applicable to the work to be furnished hereunder.

Licensing and Certification Contractor shall obtain and maintain, at its sole cost and expense, at all times during the term of this Agreement, all licenses, permits, and other authorizations from governmental authorities or boards, necessary to enable it to perform the work. Licenses must be applicable to the field necessary to the work in the Agreement. Contractor shall possess a **Specify the type of license to reflect the type of service that is needed**.

In the event that any license(s) and/or permit(s) expire at any time during the term of this Agreement, the Contractor agrees to provide the DOJ a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date.

**EXHIBIT D (Cont.)
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

Licensing and Certification (Cont.)

In the event Contractor fails to keep in effect at all times all required license(s) and permit(s), the DOJ may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

Licensed contractors shall observe professional standards for quality of work or the California Contractors State License Board (CSLB) will invoke disciplinary action.

Notice is hereby given that certain actions by Contractor, including, but not limited to the following, constitute grounds for disciplinary action once the State has notified the CSLB of all violations:

- The failure to observe and comply with all of the applicable labor laws (Bus. & Prof. Code section 7110).
- Material failure to complete this Agreement (Bus. & Prof. Code section 7113).

Bonds If the total amount of the Agreement exceeds \$25,000, the Contractor shall, before starting performance of work, furnish an original payment bond and a duplicate copy in an amount not less than one hundred percent (100%) of the total amount payable under the Agreement in accordance with Public Contract Code section 7103. The bond MUST be prepared on the STD 807 form, Payment Bond to Accompany Construction Contract, provided to the Contractor by the DOJ before execution of the Agreement.

If progress payments are provided for in the Agreement and the total amount of the Agreement exceeds \$10,000, the Contractor shall, before starting performance of work, furnish an original faithful performance bond and a duplicate copy in an amount not less than one hundred percent (100%) of the total amount payable under the Agreement.

These bonds must be executed by an admitted surety insurer that is licensed to transact surety business in the State of California and appears in the California Department of Insurance's listing as a surety bond provider. (Code of Civil Procedure section 995.311.)

Inconsistent Terms If the Contractor discovers any inconsistent terms, omissions or errors in the Agreement documents, has any questions concerning interpretation or clarification of the Agreement documents, or if it the Contractor believes the performance of the work or any matters related to the work is not sufficiently detailed or explained in the Agreement, then, before commencing work, the Contractor shall immediately notify the DOJ Project Representative in writing and request interpretation, clarification or additional detailed instructions concerning the work.

Liability for Nonconforming Work The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, the DOJ, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing the DOJ for any additional expenses incurred to cure such defects.

Contractor shall be liable for any damages by Contractor or his employees or subcontractors to portions of buildings, premises, equipment, furniture, material, or other DOJ property. Damage resulting from the services provided will be repaired or items will be replaced by Contractor to the satisfaction of the DOJ at no expense to the DOJ. Any items lost or stolen while in Contractor's custody will be replaced by Contractor at no expense to the DOJ.

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

Liquidated Damages Contractor shall forfeit to the State as liquidated damages, One Hundred Dollars and Zero Cents (\$100.00) for each day (unless otherwise stated [ex., work day], all references to "day" or "days" in this Agreement mean calendar day or calendar days), or option thereof, which is delayed beyond the established work schedule, to be deducted from any payments due or to become due to the Contractor.

**EXHIBIT D (Cont.)
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

Liquidated Damages (Cont.)

The time for the completion of the work may be extended by the DOJ for a reasonable period of time when there is a delay in the Contractor's performance of the work caused by acts of God, the public enemy, fire, flood, epidemics, quarantine restrictions, strikes, freight embargoes, unusual action of the elements or delays of subcontractors due to such causes, provided that the Contractor shall notify the State in writing of the causes of delay within five days from the beginning of any such delay and within five days of the end of any such delay.

If the work is not completed within the time required, damage will be sustained by the State. It is and will be impractical and extremely difficult to ascertain and determine the actual damage the State will sustain by reason of such delay. It is, therefore, agreed that the Contractor will pay the State the sum of money stipulated per day stated herein for each and every day's delay in completing the work beyond the time prescribed.

Contractor shall not be assessed liquidated damages when the delay in completing the project is caused by the failure of the State or the owner of a utility to provide for removal or relocation of the existing utility facilities.

Claims and Disputes under Public Contract Code Section 9204 Public Contract Code section 9204 is hereby incorporated in this Agreement in accordance with subdivision (e) of that section. Any claim as defined under Public Contract Code section 9204 shall be processed in the manner prescribed under that section.

Standard California Nondiscrimination Construction Contract Unless exempt under California Code of Regulations, title 2, section 11111, the Contractor shall abide by, and include in its subcontracts of \$5,000 or more, the specifications as follows (California Code of Regulations, title 2, section 11105):

STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION CONTRACT SPECIFICATIONS (GOVERNMENT CODE SECTION 12990)

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.

1. As used in the specifications:
 - a. "Act" means the Fair Employment and Housing Act.
 - b. "Administrator" means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing, or any person to whom the Administrator delegates authority;
2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall include in each subcontract of \$5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.
3. The contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through (e) of these specifications.
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer members of any group protected by the Act shall excuse the contractor's obligations under these specifications, Government Code section 12990, or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under steps a. through e. below:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor shall specifically ensure

**EXHIBIT D (Cont.)
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

Standard California Nondiscrimination Construction Contract (cont.)

that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment.

b. Provide written notification within seven days to the director of the Department of Fair Employment and Housing (DFEH) when the referral process of the union or unions with which the contractor has a collective bargaining agreement has impeded the contractor's efforts to meet its obligations.

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

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

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

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

8. The contractor is required to provide equal employment opportunity for all persons. Consequently, the contractor may be in violation of the Fair Employment and Housing Act (Government Code section 12990 et seq.) if a particular group is employed in a substantially disparate manner.

9. The contractor shall not use the nondiscrimination standards to discriminate against any person because race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

10. The contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code section 12990.

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

12. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Office of Compliance Programs (OCP) and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, status, (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

**EXHIBIT D (Cont.)
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

Contractor Facility Check-In (Applies Only to Services Billed at Hourly Rate) Contractor must sign in and out with the DOJ Project Representative or his/her/their designee to indicate the start and end of each day's task. If sign in and out is not done, the invoice may be disputed due to the hours of Contractor being on site not being documented.

Conduct of Work and Personnel Contractor shall be responsible for maintaining satisfactory standards of employee or subcontractor appearance, competency, conduct, and integrity. All personnel must wear attire that clearly identifies the Contractor's company in permanent or semi-permanent manner, such as a monogram or badge. No torn clothing will be allowed on site. All personnel shall be alcohol and drug free.

Contractor shall be responsible for taking such disciplinary action with respect to employees and subcontractors as may be necessary. Contractor is also responsible for ensuring that employees and subcontractors do not disturb papers on desks, open cabinets or desk drawers, or use State telephones except as authorized.

The State reserves the right to do other work in connection with the project or adjacent thereto by contract or otherwise.

The Contractor shall at all times conduct his/her/their work so as to impose no hardship on the State, others engaged in the work or to cause any unreasonable delay or hindrance. Where two or more contractors are employed on related or adjacent work, each shall conduct his/her/their operations in such manner as not to cause delay or additional expense to the other.

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

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

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

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

The Contractor shall notify the DOJ of any necessary utilities that will be required in the performance of the work at the site.

The Contractor shall be responsible for providing sanitary facilities for his/her/their personnel either through rental or making arrangements with the DOJ. These facilities shall be kept clean at all times and are not to be used for anything other than their intended purpose.

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

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

The DOJ reserves the right to bar any Contractor's employee from the worksite.

Work Area Contractor will ensure that the work area is kept clean and free of debris, as necessary, to maintain a safe working environment for staff. Contractor shall clean up his/her/their work at frequent intervals and when directed by the DOJ. At all times while finish work is being accomplished, floors shall be kept broom clean. Contractor shall take necessary precautions to protect all areas and appropriate steps to protect any finishes and fixtures that might be affected by their work. Contractor shall provide dust controlling sheeting to protect adjacent areas. Contractor shall remove resulting dirt, dust, and debris on a daily basis, and shall leave the work area neat and clean. While working on equipment, Contractor agrees to perform services with as little disruption to the State's operations as possible. All tools, equipment and other work materials belonging to the Contractor will be removed from at the end of each working day. The State shall not be responsible for storage of any Contractor property.

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

**EXHIBIT D (Cont.)
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

Materials and Workmanship All materials used and all work performed under the Agreement shall conform in all respects to the latest rules, regulations and requirements which are set forth in the Uniform Building Code, Uniform Plumbing Code, National Electric Code, California Electrical Safety Orders, California Department of Industrial Relations, Division of Industrial Safety regulations, and any other regulatory requirement having jurisdiction over this type of work. All work shall meet or exceed highest industry standards and practices.

Materials, products, or things furnished by the Contractor for incorporation into the work shall be new. When the Agreement or bid documents indicate or require that any one specific concern or brand or trade name material, product, thing, or service are to be furnished, the Contractor may furnish material, product, thing, or service at least equal to the class or quality of the material, product, thing, or service that are specified, shown or indicated.

Substantiating data of the equal item shall be presented to the DOJ within thirty-five (35) calendar days after the award of the Agreement. For any roof project, a material, product, thing, or service shall be considered equal if it meets all of the requirements under Public Contract Code section 3002. However, under Public Contract Code sections 3400 and 10129, the DOJ may make a finding, included in the bid specifications, that any specific concern or a particular material, product, thing, or service designated by specific brand or trade name is required for any of the following purposes: 1) so that a field test or experiment may be made to determine the product's suitability for future use; 2) in order to match other products in use on a particular public improvement either completed or in the course of completion; 3) in order to obtain necessary item that is only available from one source; or 4) in order to respond to a declared emergency. If requested by the DOJ, prior to the purchase and installation of any materials, Contractor shall submit to the DOJ for approval, product data, manufacturer's descriptive data, factory mutual test reports, product specifications, and instructions, for all materials used.

All work shall be performed in a first class and workman-like manner in accordance with the true intent and meaning of the plans and specifications. Every part of the work shall be accomplished by the workers, laborers or mechanics especially skilled in the class of work required and workmanship shall be the best.

Completed work shall be to the entire satisfaction of the DOJ. The DOJ shall be the sole judge as to whether the materials or workmanship is acceptable. Should any portion of the completed work or any materials, products, or things delivered fail to comply with the requirements of the contract, such work, materials, products, or things shall be rejected. The Contractor shall immediately replace, at the Contractor's own expense, all unacceptable materials, products, or things and all unacceptable work shall immediately be made satisfactory to the DOJ by the Contractor at no additional expense to the DOJ. Any rejected materials, products, or things shall immediately be removed from the premises at the expense of the Contractor. Contractor shall notify DOJ immediately with information regarding any delays in procurement of materials and/or supplies.

Inability to Provide Services If Contractor shall be temporarily unable to provide services, the DOJ, during the period of Contractor's inability to provide services, reserves the right to accomplish the work by other means and shall be reimbursed by Contractor for any costs above the Agreement rate.

Force Majeure Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, failure of public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

Safety Contractor shall ensure that only qualified and competent employee(s) are permitted on the worksite and that the work shall be safely performed to meet or exceed highest industry safety standards and practices. All of the work shall be performed in a safe, professional and competent manner and in accordance with all applicable federal, State and local laws, code regulations and ordinances including, but not limited to the Fair Labor Standards Act, General Industry Safety Orders, the State and Federal Occupational Safety and Health Act, and any and all environmental laws.

**EXHIBIT D (Cont.)
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

Safety (Cont.)

Contractor shall take all the necessary precautions to prevent damage to property and injury or hazard to DOJ employee(s), invitee(s) and to the general public and shall avoid causing any unreasonable inconvenience to any person doing business on State property. Contractor shall be responsible for any harm to persons or damage to the work or property due to acts or omissions by Contractor, Contractor's employees, or any subcontractor. Protection shall include, but not be limited to, use of adequate shielding, covering, barricades, and other safeguards and protective devices, as necessary. Contractor shall post signs and cordon-off areas as necessary. Contractor shall be responsible for securing areas of work at the end of each work day to prevent unauthorized entry after working hours.

Damages Any damage to existing facilities, structures, or other property resulting from this work shall be reported immediately to the DOJ Project Representative or designated representative, and shall, to the DOJ's satisfaction and sole option, be repaired, replaced, or restored by the Contractor at the Contractor's sole expense or pay to the DOJ the costs to repair, replace, or restore the damage. Repair, replacement, or restoration efforts must be performed in a manner that ensures all applicable warranties are maintained for any product or equipment damaged.

Inspections Contractor shall at all times permit the DOJ Project Representative to visit and inspect or otherwise evaluate the work performed or being performed. This obligation shall include maintaining proper facilities and safe access for such inspection or testing. Where the Agreement requires work to be inspected or tested, it shall not be covered up until inspected or tested and approved by the DOJ Project Representative and Contractor shall be solely responsible for notifying the DOJ Project Representative at least forty-eight (48) hours in advance where and when such work is in readiness for inspection or testing. Should any such work be covered without inspection or test and approval, it shall be uncovered at Contractor's expense.

In order to save time, it is expected that the Contractor will have checked the workmanship and completely checked all connections prior to the inspection or testing. The DOJ shall approve the test method before testing begins. At the Contractor's sole expense, the Contractor may be required to repeat any tests that were performed without the approval of the DOJ and any retests after failed tests. The test may be divided into discrete areas and may be performed in any convenient order.

It is the Contractor's responsibility to notify the DOJ upon completion of work. The DOJ shall have the ultimate responsibility and authority to determine whether the Contractor has satisfied the Contractor's duties and obligations under this Agreement, including specifically whether the Contractor's work product and deliverable has satisfied all of the applicable Agreement requirements (including acceptance criteria or tests). Approval of work constitutes approval for payment and not transference or termination of Contractor's responsibility to perform work in accordance with the terms of this Agreement. Any work that needs corrections shall be performed at the Contractor's sole cost and expense in a timely manner, which may be expressly agreed upon in writing by the parties. Failure to begin work and to complete work as required by this Agreement shall be considered grounds for termination of this Agreement for default.

Final Acceptance Once all work has been completed, test documentation has been submitted in both hard and soft copy, and the DOJ is satisfied that all work is in accordance with the Agreement, the DOJ shall provide contractor with an executed "notice of final acceptance".

Guarantee Within ten (10) days after being notified in writing by the DOJ of any work defects discovered after the completion and acceptance of the work and within the guaranteed period of all parts and equipment, the Contractor and the DOJ agree to meet and establish a start and completion date on all corrective work. If Contractor fails to comply with the terms of the guarantee, the DOJ shall have work done at the Contractor's expense. Contractor shall reimburse the DOJ for all costs.

Supervision Contractor shall arrange for satisfactory supervision of the work and shall bring to the attention of the DOJ Project Representative any problems that should be corrected, including preventative maintenance. This is not a responsibility for the DOJ.

All work shall be performed in a professional manner within the standards of the industry, using proper equipment, methods, materials and certified personnel.

EXHIBIT D (Cont.)
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Supervision (Cont.)

Contractor shall provide, in writing, to the DOJ, at least two (2) days prior to the Agreement start date, the names, cellphone and/or pager numbers, and addresses of the on-site supervisors. The term "on-site supervisor" means a person designated in writing by the Contractor with authority to act for the Contractor at the worksite. The on-site supervisor must be present at the worksite during work performance.

Contractor's Responsibility for Work Until the DOJ performs its final inspection and deems the work has been satisfactorily completed, the Contractor shall be liable for any injury or damage to any part of the work from the elements.

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

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

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

Waste Disposal In order to comply with Public Resources Code sections 42921 and 42926, all Contractors shall contain, in a confined area away from the DOJ worksite, all trash and debris generated from Janitorial, Landscape, Electrical, Plumbing, Painting and/or General Construction projects and dispose of debris at no additional cost to the DOJ. All work areas shall be kept clean, safe, and orderly at all times. At the completion and approval of work, Contractor shall remove all debris and surplus materials resulting from the project, dispose of it, and leave the site clean, safe, and orderly, at no additional cost to the DOJ. Documentation of debris disposal will be given to the DOJ Project Representative at the completion of each project or billing cycle. ALL MATERIALS MUST BE RECYCLED WHENEVER POSSIBLE, AT THE CLOSE OF A PROJECT. ALL MONIES COLLECTED FROM THE RECYCLING OF MATERIALS FROM A DOJ SITE SHALL BE REMITTED BACK TO THE DOJ, unless otherwise noted.

A copy of the waste manifest or refuse report is to be kept in the waste diversion report binder. (NOTE: The cost for disposal is for record keeping and is not to be construed as a permission to bill the DOJ for these costs.)

Electronic Waste Recycling The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003 Public Resources Code section 42460) relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

Hazardous Materials Contractor shall handle only those hazardous material(s), if any, specified in the Scope of Work. To safeguard both life and property, Contractor will provide a list to the DOJ Project Representative all chemicals to be issued on the site prior to use along with a copy of Material Safety Data Sheets (MSDS) for all chemicals used. Appropriate protective clothing and gear according to the label requirement and type of chemical being used shall be provided by Contractor and worn during application. All containers holding pesticides shall be properly labeled with the name and strength of the chemical and active ingredients. Pesticide and other toxic materials will NOT BE stored on DOJ property. Containers with any chemical residue shall NOT BE placed in DOJ receptacles. Contractor shall appropriately dispose of containers. Contractor is responsible for adhering to all laws regarding the proper disposal of water containing chemicals used in the process of providing services described in the Agreement. Contractor is responsible for hazardous waste recovery and disposal in accordance with applicable laws.

If Contractor encounters any unspecified hazardous material while fulfilling the conditions of the Agreement, the work shall stop immediately. The removal of any unspecified hazardous material(s) may be added to this Agreement by amendment or may be performed by the State through other means, at the discretion of the State.

**EXHIBIT D (Cont.)
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

Hazardous Materials (Cont.)

Contractor shall report all spills immediately to the DOJ if assistance is required and/or if the spills propose a temporary or permanent danger.

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

Contractor shall not subcontract any services under this Agreement without prior written approval of the DOJ. All subcontractors will be considered as employees of the Contractor. Contractor shall maintain control over the work performed by subcontractors and is responsible for all work performed under the Agreement. Should any subcontractor fail to complete a portion of the work in a manner satisfactory to the DOJ, Contractor shall correct the defective work and/or materials at no additional expense to the DOJ.

The "Subletting and Subcontracting Fair Practices Act" (Public Contract Code section 4100 et seq.) requires subcontractors on public works or improvement projects to be listed on the Subcontracting List in the Bid Proposal. The Act also prohibits the substitution of subcontractors, except as therein authorized; and provides for penalties for violations of the Act.

Right to Bar The DOJ reserves the right to bar any Contractor's employee from the work site.

Occupancy by the State Prior to Acceptance The State reserves the right to occupy all or any part of the project prior to completion of the work upon written order by the State. Such occupancy does not constitute acceptance by the State of the work completed by the Contractor or any portion thereof, nor will it relieve the Contractor of responsibility for correcting defective work or materials found at any time before acceptance of the work.

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

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

State Holidays The DOJ observes the holidays identified on the California Department of Human Resources (CalHR) website. Unless otherwise stated, DOJ offices will be closed on any holiday that falls on or is observed.

Conflict of Interest In addition to the conflict of interest provisions in the Contractor Certification Clauses (CCC 04/2017), the Contractor must also be aware of the restrictions applicable to former and current state officers and employees under Government Code sections 87401 et seq. and 87450.

Incorporation by Reference The DOJ invitation for bids (IFB) or request for quote (RFQ) as well as required documents submitted by Contractor are incorporated by reference and made a part of the Agreement. In the event of a conflict between this Agreement and the IFB or RFQ, this Agreement will prevail.

Executive Order N-6-22 Economic Sanctions Against Russia On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain

**EXHIBIT D (Cont.)
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

Executive Order N-6-22 Economic Sanctions Against Russia (Cont.)

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.

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

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

Insurance All Certificates of Insurance identified below **shall indicate the DOJ contract number** and be submitted to:

**California Department of Justice or
DAS/CPU
1300 I Street, STE 820
Sacramento, CA 95814
Attn:**

**To expedite processing, certificates may be emailed to:

@doj.ca.gov**

1. General Provisions Applying to All 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 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 – **(Applies ALWAYS when the Contractor's activities may cause harm to someone or something for which the State could be held)** 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:

JJ. Department of Justice, State of California, its officers, agent's employees and servants are included as additional insureds, but only with respect to work performed under this contract.

This endorsement must be supplied under form acceptable to the 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.

**EXHIBIT E (Cont.)
(Standard Agreement)**

ADDITIONAL PROVISIONS

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

- b. Commercial Automobile Liability – **(Applies ONLY when the contract requires the Contractor to drive)** Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

This policy must be endorsed with the State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this contract are concerned. This endorsement must be provided to the State.

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

When work is performed on State owned or controlled property the policy must be endorsed with a waiver of subrogation endorsement in favor of the State. This endorsement must be provided to the State.

- d. Environmental/Pollution Liability – **(Applies ONLY when the Contractor's activities involve handling of toxic or hazardous substances)** Contractor shall maintain Pollution Liability for limits not less than \$1,000,000 per claim covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this contract. Coverage shall be provided for both work performed on site and during transportation as well as proper disposal of hazardous materials. Proof of Pollution during transportation shall be provided on an MCS-90 form or equivalent.
- e. Aircraft Liability – **(Applies ONLY when the Contractor's activities involve use of an aircraft)** Contractor shall maintain Aircraft Liability with limits of not less than \$1,000,000 per occurrence and \$1,000,000 per seat for passengers.
- f. Professional Liability – **(Applies ONLY when the Contractor's activities involve professional or special services)** Contractor shall maintain Professional Liability covering any damages caused by an error, omission or any negligent acts. Limits of not less than \$1,000,000 shall be provided.

Failure to Perform In the event the Contractor is unable to perform the services contracted for as to quality, quantity, or for any other reason violates the specifications set forth in this Agreement, such action shall constitute cause to null and void this Agreement.

It is understood and agreed that the DOJ reserves the right to obtain at its discretion the contracted services outside of the terms of this Agreement.

Penalty Schedule In the event the Contractor, or its subcontractor fails to provide services within the time period designated, damage will be sustained by the Department. Therefore, the parties agree that the Contractor will pay to the Department the actual cost incurred as the result of using another Contractor plus a late fee of **\$TBD** per occurrence. Such penalties will be deducted by the DOJ from amounts owed by the DOJ to the Contractor.

A repetition of late response time will be considered a failure to perform and will be considered cause for the Department to terminate this Agreement.