California Air Resources Board
Alarm Monitoring and Inspection Services
Agreement No. 26ASD003
Small Business Request for Quote

August 20, 2026

The California Air Resources Board (CARB) is soliciting price quotes from California Certified Small Businesses for Alarm Monitoring and Inspection Services for CARB locations throughout California.

Please see **Attachment 14, Sample Agreement (STD 213)**, for more details.

Please submit your price quote in one (1) PDF format, cannot exceed 50 Mega Bytes (MB) via email to: cayla.gray-borghese@arb.ca.gov with a CC to carmen.padilla@arb.ca.gov by **September 4, 2026, no later than 1:00 PM Pacific Standard Time (PST).**

Upon award of this small business price quote, the vendor shall receive a complete Agreement with detailed information for signature. Award will be made to the responsive and responsible vendor whose quotation provides the best value to CARB, considering price and other relevant factors identified in this solicitation.

MINIMUM QUALIFICATIONS

Bidders must provide proof of meeting minimum qualifications through certifications. Bidders who do not meet the minimum qualifications may be deemed non-responsive and ineligible for award.

The following must be submitted along with all other required documents:

1. The Bidder must fully complete **Attachment 9, Bidder References Form**, by ensuring all items listed on the form have been properly filled out. Each qualifying reference must include the complete term during which the services were performed, including the month, day, and year the services began and the month, day, and year the services ended.

2. The Bidder must possess at least five (5) years of experience performing alarm monitoring and inspection services. The Bidder may not rely on the experience of a subcontractor to satisfy this requirement. The Bidder must document this experience in **Attachment 8, Bidder References Form**.

3. The Bidder must complete **Attachment 6, Bidder Declaration (GSPD-05-105)** and provide documentation that they are currently certified by the Department of General Services (DGS) as a Small Business (SB) or Microbusiness (MB).

4. The Bidder must have an Alarm Company Operator (ACO) license issued by the Bureau of Security and Investigative Services (BSIS).

5. The Bidder must have an Alarm Company Qualified Manager (ACQ) Certificate.

6. The Bidder must have a California Contractors State License Board (CSLB) C-10 Electrical Contractor License.

7. The Bidder must be located in California.

8. Bidder, if required by law, must be registered, and be in good standing with the applicable State and local jurisdictions. This may include being registered with the State of California to operate said business in the State. Bidder must be in good standing with the Secretary of State. All businesses that must be registered with the Secretary of State or appropriate State or local jurisdiction must be registered prior to date of Agreement award. Bidder must provide documentation and evidence therein.

Bidders who do not meet the minimum qualifications may be deemed non-responsive and ineligible for award.

PREVAILING WAGES

Prevailing wages apply in accordance with the State Department of Industrial Relations (DIR).

Bidder must complete and submit **Attachment 8, Bidder's Acknowledgement of Prevailing Wage Requirements**. Submission of this attachment is mandatory. Failure to fully complete and return attachment with the bid will cause the bid to be rejected and deemed non-responsive.

State General Prevailing Wage Rates will apply for the applicable counties, as described in the attached Draft Standard Agreement. The predetermined general prevailing wage rates published by the Director of Industrial Relations may be obtained via the Internet: http://www.dir.ca.gov/

BONDS

Bidder is responsible for ensuring compliance with bond requirements as listed below.

1. Winning bidder shall furnish bonds as required which are to be executed by an admitted surety insurer. Cash deposits shall not be accepted in lieu of bonds. Alterations, extensions of time, extra and additional work, and other authorized Agreement changes may be made without securing consent of the sureties on said bonds.

2. Payment Bond: The successful bidder will be required to provide, prior to commencement of work under the Agreement, a Payment Bond (see **Attachment 13, Payment Bond**) for 100 percent (100%) of the Agreement amount. The Payment Bond is not required at the time of bid submittal; however, it is required, as applicable, prior to the start date of the Agreement.

GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI)

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

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

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

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

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

AGREEMENT TERM

The term of the Agreement shall be for thirty-six (36) months from the time of execution. The anticipated Agreement amount shall not exceed **Forty-Five Thousand Dollars and Zero Cents** (**$45,000.00)**.

SCOPE OF WORK

The California Air Resources Board (CARB) is seeking a qualified Contractor to provide comprehensive burglar alarm and fire alarm monitoring, inspection, maintenance, repair, and related support services for multiple CARB facilities throughout California.

Services include twenty-four (24) hour monitoring, emergency response notification, annual inspections, preventive maintenance, troubleshooting, repair of alarm systems and associated components, equipment upgrades as needed, replacement parts, activity reporting, alarm logs, and technical support.

The Contractor shall ensure all alarm systems remain operational, compliant with applicable codes and regulations, and capable of protecting CARB personnel, facilities, and property throughout the term of the Agreement.

Please see **Attachment 14, Sample Agreement (STD 213)** for more detail.

KEY ACTION DATES

Below is the tentative time schedule for this Request for Quote (RFQ). CARB reserves the right to modify the RFQ and/or change the date and time at its sole discretion, prior to the date fixed for submission of bids, by the issuance of an addendum to all parties who received a bid package.

1. CARB reserves the right to modify or cancel in whole or part of its solicitation.

2. Clarifications to bid shall be given only in the form of addenda to all bidders.

Time Schedule	Date	Time (PST)
Request for Quote release date	08/20/2026	N/A
Deadline for Submission of Written Questions	08/26/2026	1:00 PM
Responses to Questions Posted	09/01/2026	N/A
Request for Quote Due Date	09/04/2026	1:00 PM
Estimated Contract Start Date	11/01/2026	N/A

SUBMITTAL REQUIREMENTS

If your business is interested in submitting a price quote for this opportunity, mandatory submittal attachments must be delivered by electronic mail to cayla.gray-borghese@arb.ca.gov with a CC to carmen.padilla@arb.ca.gov **no later than 1:00 PM (PST) on September 4, 2026.** Price quotes received after the deadline shall not be accepted.

Thank you for your participation.

Cayla Gray-Borghese
Acquisitions Branch
cayla.gray-borghese@arb.ca.gov

MANDATORY SUBMITTAL ATTACHMENTS:

This document contains the following Attachments for mandatory submittal:

- Attachment 1 – Contractor Rate Sheet
- Attachment 2 – Darfur Contracting Act Certification (DGS PD 1)
- Attachment 3 – Payee Data Record (STD 204)
- Attachment 4 – Payee Data Record Supplement (STD 205) (If Applicable)
- Attachment 5 – Contractor Certification Clauses (CCC 04/2017)
- Attachment 6 – Bidder Declaration (GSPD-05-105)
  - List percentages only. DO NOT include dollar ($) amounts
- Attachment 7 – Detailed Response to Minimum Qualifications
- Attachment 8 – Bidder's Acknowledgement of Prevailing Wage Requirements
- Attachment 9 – Bidder References Form
- Attachment 10 – Commercially Useful Function
- Attachment 11 – COVID-19 Prevention Contractor Self-Certification
- Attachment 12 – Conflict of Interest and Confidentiality Statement
- Attachment 13 – Payment Bond (Required Upon Award)

REFERENCE DOCUMENTS:

This document contains the following Attachments for important Agreement information. These are for reference purposes only. Please **do not return** these documents with your price quote submittal.

- Attachment 14 – Sample Agreement (STD 213)

ATTACHMENT 1
CONTRACTOR RATE SHEET
(Mandatory Submittal)

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid may cause your bid to be rejected and deemed non-responsive.

Please provide an all-inclusive cost for each service below. All costs must include all personnel, labor, routine materials and supplies, equipment, set-up, taxes, travel, and any other items necessary to perform each service in accordance with **Attachment 14, Sample Agreement (STD 213)**, with the exception of replacement parts authorized and reimbursed in accordance with Exhibit A, Scope of Work, Section H, Parts Replacement.

Contractor shall provide rates based on the sixteen (16) locations identified in Exhibit A, Attachment 1, Locations and Equipment. Rates for potential additional service locations shall be provided in the Additional Service Locations section below. Inclusion of these line items does not obligate the State to add additional service locations or guarantee any minimum quantity of work.

Contractor shall be paid in accordance with the rates shown below and shall remain unchanged throughout the term of the Agreement.

SERVICE LOCATIONS			
MONITORING SERVICES	**QUANTITY**	**RATE PER MONTH**	**TOTAL**
16 Locations	36 Months	$	$
INSPECTION AND MAINTENANCE SERVICES	**QUANTITY**	**RATE PER INSPECTION**	**TOTAL**
16 Locations	3 Inspections per Location	$	$
		GRAND TOTAL	$
Note: The Grand Total shall be utilized to determine the lowest responsive bid for evaluation purposes only. Only the rate per item will be used in the final Agreement. There is no guarantee that the Grand Total will be paid to the Contractor.			

ADDITIONAL SERVICE LOCATIONS			
MONITORING SERVICES	**QUANTITY**	**RATE PER MONTH**	**TOTAL**
Monitoring Services for Each Additional Service Location if Needed	1 Month	$	$

INSPECTION AND MAINTENANCE SERVICES	**QUANTITY**	**RATE PER INSPECTION**	**TOTAL**
Inspection and Maintenance Services for Each Additional Service Location if Needed	1 Inspection per Location	$	$

UNSCHEDULED MAINTENANCE AND REPAIR SERVICES	**HOURLY RATE**
Regular Business Hours Rate	$
After-Hours, Weekend, and State Holiday Rate	$

ATTACHMENT 2
DARFUR CONTRACTING ACT CERTIFICATION (DGS PD 1)
(Mandatory Submittal)

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.

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

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.

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

ATTACHMENT 3
PAYEE DATA RECORD (STD 204)
(Mandatory Submittal)

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE
PAYEE DATA RECORD
(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

Section 1 – Payee Information

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

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

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

CITY, STATE, ZIP CODE	E-MAIL ADDRESS

Section 2 – Entity Type

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

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

CORPORATION (see instructions on page 2)

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

Section 3 – Tax Identification Number

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

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

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

___ ___ ___ - ___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

___ ___ - ___ ___ ___ ___ ___ ___ ___

Section 4 – Payee Residency Status (See instructions)

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

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

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

Section 5 – Certification

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

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS

SIGNATURE	DATE	TELEPHONE *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	UNIT/SECTION	
California Air Resources Board	N/A	
MAILING ADDRESS	**FAX**	**TELEPHONE** *(include area code)*
1001 I Street	N/A	

CITY	STATE	ZIP CODE	E-MAIL ADDRESS
Sacramento	CA	95814	

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

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

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

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

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

Section 1 – Payee Information

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

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

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

Section 2 – Entity Type

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

Section 3 – Tax Identification Number

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

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

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

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

Section 5 – Certification

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

Section 6 – Paying State Agency

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

Privacy Statement

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

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

ATTACHMENT 4
PAYEE DATA RECORD SUPPLEMENT (STD 205)
(If Applicable)

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

Payee Information (must match the STD 204)

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

Additional Remittance Address Information

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

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

Additional Contact Information

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

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

Certification

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

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

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

GENERAL INSTRUCTIONS

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

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

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

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

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

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

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

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

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

PRIVACY STATEMENT

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

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

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

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

ATTACHMENT 5
CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)
(Mandatory Submittal)

CCC 04/2017

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

1) the dangers of drug abuse in the workplace;

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

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

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;

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

ATTACHMENT 6
BIDDER DECLARATION (GSPD-05-105)
(Mandatory Submittal)

State of California—Department of General Services, Procurement Division
GSPD–05–105 (REV 08/09)

Solicitation Number 26ASD003

BIDDER DECLARATION

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

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

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

   _____

   _____

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

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

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

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

Signature _____ Date _____

BIDDER DECLARATION Instructions

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

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

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

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

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

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

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

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

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

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

---

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 7
DETAILED RESPONSE TO MINIMUM QUALIFICATIONS
(Mandatory Submittal)

This page is intentionally blank. This is a placeholder for the bidder's Detailed Response to Minimum Qualifications.

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid may cause your proposal to be rejected and deemed non-responsive.

ATTACHMENT 8
BIDDER'S ACKNOWLEDGEMENT OF PREVAILING WAGE REQUIREMENTS
(Mandatory Submittal)

_____ acknowledges that State General Prevailing Wage Rates
Print Name of Bidder

will apply for the following counties in California (when applicable): Los Angeles, Orange, Riverside, San Bernardino, and San Diego, Sacramento, Stanislaus, Sutter, Butte, Placer, Fresno, Kern, Southern imperial, Colusa, Cool, Yolo, Amador, El Dorado, Mariposa, San Luis Obispo, Tehama, Calaveras, Tuolumne, San Joaquin, Tulare, Glenn. If awarded this Agreement, I acknowledge it will be my responsibility to ensure the payment of appropriate prevailing wages rates to all employees who participate in this Agreement throughout the duration of this Agreement.

_____ _____
Bidder's Signature Date

ATTACHMENT 9
BIDDER REFERENCES FORM
(Mandatory Submittal)

Submission of this form is *mandatory*. Failure to complete and return this attachment with your bid may cause your bid to be rejected and deemed non-responsive. By furnishing the references, the Bidder authorizes the State to contact the named company, person or entity to confirm the Bidder meets the minimum qualifications set forth in the IFB. More than three (3) references may be submitted if necessary to demonstrate that the Bidder meets the minimum qualifications.

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service (MM/DD/YYYY)	Value or Cost of Service		
Start Date:			
End Date:			
☐ Current			
Brief Description of Service Provided			
REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service (MM/DD/YYYY)	Value or Cost of Service		
Start Date:			
End Date:			
☐ Current			
Brief Description of Service Provided			
REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Service (MM/DD/YYYY)	Value or Cost of Service		
Start Date:			
End Date:			
☐ Current			
Brief Description of Service Provided			

ATTACHMENT 10
COMMERCIALLY USEFUL FUNCTION
(Mandatory Submittal)

All certified small business, micro business, or DVBE contractors, subcontractors or suppliers shall meet the CUF requirements under GC section 14837(d) (4)(A) (i-v) (for SB) and Military and Veterans Code section 999(b)(5)(B) (i) (I-V) (for DVBE) as stated below.

VENDOR NAME: _____

SUBCONTRACTOR NAME: _____

Mark all that apply: **DVBE** ☐ **Small Business** ☐ **Micro Business** ☐

SECTION 1:

A person or entity is deemed to perform CUF, if a person or entity **does** all of the following. (Please answer the following questions.)

I.	Is responsible for the execution of a distinct element of the work of the Agreement.	Yes ☐	No ☐
II.	Carries out the obligation by actually performing, managing, or supervising the work involved.	Yes ☐	No ☐
III.	Performs work that is normal for its business services and functions.	Yes ☐	No ☐
IV.	Is responsible, with respect to products, inventories, materials, and supplies required for the Agreement, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.	Yes ☐	No ☐
V.	Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.	Yes ☐	No ☐

NOTE: A response of "No" to any of the questions above may result in your Response to be deemed **non-responsive** and disqualified.

SECTION 2:

The vendor shall provide a written statement detailing the role, services, and/or goods the subcontractor(s) will provide to meet the CUF requirement.

VI.	Describe the specific role(s) of the subcontractor for this project (e.g. data conversion, training, etc.):	
VII.	Describe the goods/services to be provided for this project (include a description of the bidder versus the subcontractor responsibilities for each role):	

SIGNATURE OF VENDOR (PRIME): _____ **DATE:** _____

ATTACHMENT 11
COVID-19 PREVENTION CONTRACTOR SELF-CERTIFICATION
(Mandatory Submittal)

The California Air Resources Board (CARB) is committed to maintaining a healthy and safe work environment. In response to the COVID-19 pandemic, CARB has taken proactive steps to maintain a safe workplace and promote practices protecting the health of employees.

Several COVID-19 vaccines have been approved or authorized for emergency use by the U.S. Food and Drug Administration (FDA) and the World Health Organization (WHO) and these vaccines are readily available to the general public. Moreover, the Centers for Disease Control and Prevention (CDC) has recognized that COVID-19 testing is an important tool to help reduce the spread of COVID-19.

As part of CARB's ongoing efforts to protect the health and safety of its employees, CARB is requesting all vendors/contractors who perform work in person or on site to provide certification that the vendor's/contractor's employees and subcontractors have provided documentation to the vendor/contractor that the employees are either fully vaccinated against COVID-19 (as defined by the CDC), or have obtained a negative COVID-19 test result within seventy-two (72) hours of in-person or on-site work. The vendor/contractor does not need to provide the documentation of employees' or subcontractors' vaccination status or negative test result to CARB. If no employees or subcontractors of the vendor/contractor will interact with any CARB employees or perform work on site, CARB requests the vendor/contractor certify to this effect.

Additionally, all contractors who perform services under a contract with CARB are expected to, at their own expense, comply with all applicable health and safety laws and regulations. This includes, but is not limited to, all laws, regulations, and public health orders related to the COVID-19 pandemic.

Certification

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the vendor/contractor identified below. Please check the applicable option below:

_____ I certify that all employees and subcontractors of the vendor/contractor who interact in person with any CARB employees or perform work on site at any property owned or controlled by CARB, have provided or will provide to the vendor/contractor, prior to performing work, either documentation verifying that the employee or subcontractor is fully vaccinated against COVID-19 (as defined by the CDC), or documentation of a negative test result from a COVID-19 test taken by the employee or subcontractor within seventy-two (72) hours prior to interacting in person with any CARB employees or performing work on site at any property owned or controlled by CARB.

_____ I certify that no employees or subcontractors of the vendor/contractor will interact in person with any CARB employees or perform work on site at any property owned or controlled by CARB.

Contract #	*Federal ID Number (or n/a)*
Vendor/Contractor Name (Printed)	
By (Authorized Signature)	
Printed Name of Person Signing	
Title of Person Signing	*Date*

ATTACHMENT 12
CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT
(Mandatory Submittal)

NOTE: The Proposer cannot be a member of existing CARB of California Environmental Protection Agency (CalEPA) Advisory committee due to Gov. Code § 87104 restrictions but others from the same organization are still eligible.

I certify that I have no personal or financial interest and no present or past employment or activity which would be incompatible with my participation in any activity related to the planning or contract processes for this Project. For the duration of my involvement in this Project, I agree not to accept any gift, benefit, gratuity, or consideration, or begin a personal or financial interest in a party who is offering, or associated with an Offeror, on the Project.
I certify that I will keep confidential and secure and will not copy, give or otherwise disclose to any other party who has not signed a copy of this confidentiality Agreement, all information concerning the planning, processes, development or procedures of the Project, which I learn in the course of my duties on the Project. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, and terms and conditions, and includes concepts and discussions as well as written or electronic materials. I understand that if I leave this Project before it ends, I **must** still keep all Project information confidential. I agree to follow any instructions provided by the Project relating to the confidentiality of Project information. I further agree that I will strictly abide by the terms of the project Confidentiality Policy contained in Exhibit E, Sections D and E. Failure to adhere to the terms of this Conflict of Interest and Confidentiality Statement, as determined within the sole discretion of CARB, may be considered a breach of this Agreement and may lead to Agreement termination, civil and/or criminal liability, or a combination thereof.
I fully understand that any unauthorized disclosure I make may be a basis for civil or criminal penalties and/or disciplinary action (including dismissal for State employees). I agree to advise the CARB Contract Manager immediately in the event that I either learn or have reason to believe that any person who has access to Project confidential information has or intends to disclose that information in violation of this Agreement.

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Organization: _____

Telephone Number: _____

Fax Number: _____

ATTACHMENT 13
PAYMENT BOND
(Required Upon Award)

PAYMENT BOND TO ACCOMPANY CONSTRUCTION CONTRACT

(Public Contract Code Sections 7103 and 10221)

BOND NO._____

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

Know All Men By These Presents:

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

Project Title: _____

Project Location: _____

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

_____ _____
(NAME OF SURETY) (ADDRESS FOR SERVICE)

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

Executed in _____ 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)

ATTACHMENT 14
SAMPLE AGREEMENT (STD 213)

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

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
26ASD003	ARB-3900

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

CONTRACTING AGENCY NAME
California Air Resources Board (CARB or State)

CONTRACTOR NAME
To Be Determined (TBD)

2. The term of this Agreement is:

START DATE
November 1, 2026

THROUGH END DATE
October 31, 2029

3. The maximum amount of this Agreement is:
TBD

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

Exhibits		Title	Pages
	Exhibit A	Scope of Work	6
	Exhibit A	Attachment 1, Locations and Equipment	3
	Exhibit B	Budget Detail and Payment Provisions	2
+ -	Exhibit B	Attachment 1, Contractor Rate Sheet	2
+ -	Exhibit C	General Terms and Conditions (GTC 02/2025)	1
+ -	Exhibit D	Special Terms and Conditions	8
+ -	Exhibit E	Additional Provisions	3

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

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

EXHIBIT A
SCOPE OF WORK

A. PURPOSE

Contractor shall provide monitoring, maintenance, and repair services as needed for the burglar and fire alarms at sixteen (16) California Air Resources Board (CARB) locations listed in Exhibit A, Attachment 1, Locations and Equipment.

B. STANDARD MONITORING

1. Contractor will provide monitoring services twenty-four (24) hours a day, three hundred sixty-five (365) days a year.

2. Contractor must have the capability to provide notification to emergency contact staff and inform them of alarm type (motion or glass), location (room number), and zone identification (sensor location) at the time the alarm is reported. The CARB Contract Manager shall provide the Contractor with a list of the emergency contact staff, in the appropriate order of contact.

3. When a security alarm is sounded for unauthorized entry or burglary during non-business hours, the Contractor shall contact the emergency contact staff in the order provided by the CARB Contract Manager within three (3) minutes of the alarm activation. If the Contractor is unable to reach any emergency contact staff, Contractor shall dispatch the California Highway Patrol at 916-861-1299.

4. When a fire alarm is transmitted, Contractor shall contact the fire department within ninety (90) seconds followed by calls to the emergency contact staff in the order provided by the CARB Contract Manager.

5. Contractor shall be responsible for any emergency response charges, if the alarm call is due to faulty maintenance and/or repairs caused by the Contractor.

6. If a false alarm is initiated, the CARB Contract Manager shall immediately contact the Contractor. The Contractor may require the CARB Contract Manager to provide the alarm account number, password, or other account verification information before discussing or taking action on the alarm.

7. Monitoring services shall be compensated by CARB Contract Manager at the Contractor’s approved rates as specified in Exhibit B, Contractor Rate Sheet.

C. ACTIVITY REPORTS

Contractor shall provide monthly activity reports for each facility. Activity reports shall be accessible via the internet through a secure, password-protected website. Reports shall be available no later than the tenth (10th) day of each month for the previous month's activity.

Activity reports shall include, at a minimum, the following information:

1. Location.

2. Zone.

3. Time stamp indicating the exact time security systems were armed and disarmed.

4. Activity reports shall be provided as part of the monitoring services at no additional cost to CARB.

D. ALARM LOGS

Contractor shall retain monthly alarm logs for each facility. Alarm logs shall be accessible via the internet through a secure, password-protected website. Logs shall be available no later than the tenth (10th) day of each month for the previous month's activity.

Alarm logs shall include, at a minimum, the following information:

1. Location.

2. Zone.

3. Alarm type.

4. Time stamp indicating the exact time alarms were activated and deactivated.

5. Alarm logs shall be provided as part of the monitoring services at no additional cost to CARB.

E. INSPECTION AND MAINTENANCE

1. Contractor must have qualified staff to perform inspections and maintenance on all alarm systems.

2. Each annual inspection and maintenance shall be performed by the Contractor in February of each year of the Agreement, or as mutually agreed upon by CARB Contract Manager and the Contractor. The inspections and maintenance shall consist of:

    a. Checking all equipment and connectivity for proper operation.

    b. Making minor adjustments to equipment and/or system programming.

    c. Cleaning or dusting equipment.

    d. Run reports on detectors' sensitivity level and adjusting detector sensitivity.

    e. Repairing or replacing defective detectors.

3. Performance of inspections shall be done during the regular work hours of 8:00 a.m. to 5:00 p.m. Pacific Standard Time (PST), Monday through Friday, excluding all State of California Holidays, or as mutually agreed upon by CARB Contract Manager and the Contractor.

4. Service technicians shall follow all requirements indicated by CARB Contract Manager for visitor sign-in and sign-out procedures. Procedures shall be made available by the CARB Contract Manager upon Agreement approval.

5. Contractor must provide a copy of the detailed inspection report signed by CARB Contract Manager. Inspection report shall include:

    a. Reason for the visit.

b. Time of arrival.

c. Time of departure.

d. A detailed list of all system components that provides the name of the component, location, condition, and operational status.

e. A detailed description of work performed at location including:

i. Breakdown of labor versus parts,

ii. Receipts,

iii. Material used for repair and cost,

iv. Total cost of service,

v. Detailed report of future work needed, including estimated cost.

6. Contractor is responsible for having the necessary instruments, equipment and/or tools required to perform services.

7. Contractor shall perform repairs required from normal wear and tear within two (2) days of CARB Contract Manager request. Repairs shall be scheduled with CARB Contract Manager.

8. Replacement parts shall be in accordance with Exhibit A, Scope of Work, Section H, Parts Replacement.

9. Inspections and maintenance services shall be paid by CARB Contract Manager at the Contractor's approved rates as specified in Exhibit B, Contractor Rate Sheet.

F. REPAIR SERVICES

1. Contractor shall make equipment repairs including lubrication, calibration, adjustments, repair and replacement of parts deemed necessary by the Contractor. Contractor agrees to the use of recycled solvents. Replacement parts shall be in accordance with Exhibit A, Scope of Work, Section H, Parts Replacement.

2. Non-emergency repairs to burglar alarms shall be completed within twenty-four (24) hours of initial request by CARB Contract Manager, taking into consideration the nature and degree of difficulty of the work involved. Any delays in completing repairs shall be reported to and approved by CARB Contract Manager.

3. Contractor shall respond in accordance with the currently adopted edition of the California Fire Code and the National Fire Protection Association (NFPA) 72 upon notification by CARB Contract Manager that the fire alarm equipment is inoperative due to equipment failure.

4. Emergency repairs required which prevent equipment from functioning properly shall be completed within two (2) hours of CARB Contract Manager's initial telephone request or as mutually agreed upon by CARB Contract Manager and the Contractor. Emergency services must be completed within a two (2) hour period. Delays in completing repairs within two (2) hours, due to the ordering of parts (or equipment required) for the repairs

shall be reported to and approved by CARB Contract Manager.

5. The addition of alarm equipment and/or modifications must be pre-approved by CARB Contract Manager. Upon completion of modifications, upgrades, or changes, to the alarm monitoring system, the Contractor shall provide the CARB Contract Manager with an updated equipment list that includes the identification of changes in equipment and zones.

6. Repair services shall be compensated by CARB Contract Manager at the Contractor's approved rates as specified in Exhibit B, Attachment 1, Contractor Rate Sheet.

G. EQUIPMENT UPGRADES

Contractor shall install only universal equipment* when upgrades are required. Installation shall be scheduled with CARB Contract Manager during regular business hours, 8:00 a.m. to 5:00 p.m. PST, Monday through Friday, excluding all State Holidays, or as mutually agreed upon by CARB Contract Manager and the Contractor.

**Universal equipment - alarm equipment that can be monitored by any provider.*

H. PARTS REPLACEMENT

1. This Agreement may include the replacement of parts that become worn or inoperable, or that otherwise affect the operability of the equipment. Contractor shall obtain prior written authorization from the CARB Contract Manager before ordering or installing any replacement part.

2. Contractor shall be reimbursed for the actual documented cost of authorized replacement parts, including applicable sales tax, without markup. Contractor shall provide a copy of the original supplier invoice or receipt with its invoice to CARB. Labor associated with installing replacement parts shall be invoiced separately at the applicable hourly rate listed in Exhibit B, Attachment 1, Contractor Rate Sheet.

3. Parts furnished under this Agreement shall be new, factory manufactured, or of equivalent quality. Consumables and routine supply items are excluded from reimbursement as replacement parts and shall be included in the Contractor's applicable service rates. Replaced parts shall be disposed of by the Contractor unless otherwise directed by the CARB Contract Manager.

I. TRAINING

Contractor shall be available to answer any relevant questions involving the function or method of operating the system and assist in the training of CARB employees designated to operate the system.

J. MISCELLANEOUS

All services must be in accordance with all laws and regulations in the currently adopted edition of the California Fire Code and NFPA 72.

K. PROTECTION AND CLEAN UP

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 remove resulting dirt, dust, and construction and installation debris daily, and leave the work

area neat and clean.

L. SAFETY

1. All 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.

2. Contractor shall, at all times, take necessary steps to protect the public and all property from damage during its operations, and be responsible for all damages to the work or property caused by Contractor's employees. Contractor shall use adequate shielding, covering, barricades, and other safeguards, as necessary. Contractor shall post signs and cordon-off areas to protect the health and safety of employees and visitors.

3. Any damage to existing facilities or structures resulting from this work shall be reported immediately to CARB Contract Manager, and repaired immediately by the Contractor, to the satisfaction of CARB Contract Manager, at no additional cost to the State.

M. REJECTION

Work shall meet or exceed local industry standards and practices. If completed work and/or parts utilized fail to comply with the scope of work, Contractor shall immediately correct the work or replace the parts in question, to the satisfaction of CARB Contract Manager.

N. WARRANTY

Contractor guarantees the labor provided in accordance with this Agreement to be and remain free of defects in workmanship for a period of one (1) year from the date of CARB Contract Manager acceptance of the work performed.

O. CONTRACTOR RESPONSIBILITIES

1. Contractor shall obtain and maintain, at its sole cost and expense, all licenses, permits, certifications, registrations, and other authorizations required to perform the alarm monitoring, inspection, maintenance, repair, replacement, installation, and related services under this Agreement. All such authorizations shall remain current and valid throughout the term of the Agreement.

2. Contractor shall possess and, upon request by the CARB Contract Manager, provide proof of all licenses required to perform the services, including a current C-10 Electrical Contractor license issued by the California Contractors State License Board (CSLB), when applicable. Contractor shall also maintain any licenses or registrations required for alarm company operations, alarm system monitoring, or fire alarm services.

3. Contractor shall require employees performing on-site services to wear attire that clearly identifies the Contractor's company in a permanent or semi-permanent manner, such as a company monogram, badge, or identification card. Employees shall dress neatly and appropriately for the services being performed.

4. Contractor shall secure all permits and approvals required by applicable local agencies for work performed under this Agreement. Unless otherwise authorized in writing by the CARB Contract Manager, all permit and inspection costs shall be included in the Contractor's approved rates specified in Exhibit B, Attachment 1, Contractor Rate Sheet.

5. Contractor shall remain fully informed of and comply with all existing and future federal, State, and local laws, rules, codes, ordinances, and regulations affecting the services, personnel, equipment, parts, materials, alarm monitoring, fire alarm systems, or work performed under this Agreement. This includes the currently adopted edition of the California Fire Code and NFPA 72, as applicable.

6. Contractor shall not use “pick-up labor,” “day labor,” or other temporary personnel who have not been properly screened, trained, qualified, and employed or retained by the Contractor in accordance with applicable law.

7. Contractor shall ensure that only qualified, trained, and competent personnel perform services under this Agreement. Contractor shall perform all work safely, professionally, and in accordance with applicable codes and generally accepted industry standards. Contractor shall take all necessary precautions to prevent injury or hazards to CARB employees, visitors, and the public and shall avoid causing unreasonable interference with CARB operations.

8. Contractor shall conduct its operations in a manner that prevents damage to CARB property, alarm and life-safety systems, equipment, finishes, fixtures, data, and adjacent property. Contractor shall immediately report any damage to the CARB Contract Manager. Property damaged as a result of the Contractor’s operations shall be repaired, restored, or replaced at the Contractor’s sole expense and to the satisfaction of the CARB Contract Manager.

9. Contractor shall follow all facility access, identification, visitor sign-in and sign-out, key-control, security, confidentiality, and restricted-area requirements provided by the CARB Contract Manager.

10. Contractor shall protect all alarm account information, passwords, access codes, emergency contact information, system configurations, zone information, reports, logs, and other security-sensitive information obtained or created while performing the Agreement. Contractor shall disclose such information only to personnel authorized to perform the services and shall not use or disclose it for any other purpose.

11. Contractor shall immediately notify the CARB Contract Manager of any condition that may impair the operation of a burglar alarm, fire alarm, notification appliance, communication path, monitoring connection, or other covered system. Contractor shall not disable or place a system or zone in test mode without prior authorization, except when immediate action is necessary to protect life or property.

12. Before leaving a CARB facility, Contractor shall restore all affected alarm systems and zones to normal operating status unless otherwise authorized by the CARB Contract Manager. Contractor shall notify the CARB Contract Manager of the system status and document any system or component that remains impaired, bypassed, disabled, or in test mode.

P. CARB RESPONSIBILITIES

1. CARB Contract Manager shall provide the Contractor with reasonable access to the facilities, alarm equipment, panels, devices, records, and work areas necessary to perform authorized services, subject to CARB’s security and visitor-access requirements.

2. CARB shall provide and maintain the authorized emergency contact list, including the required order of contact, and shall notify the Contractor of changes to names, telephone

numbers, passwords, account-verification information, or notification instructions.

3. CARB shall notify the Contractor of known site-specific hazards, restricted areas, access limitations, or special procedures that may affect the performance of services.

4. CARB reserves the right to deny facility access to or ban any Contractor employee or representative from a CARB work site. Upon notification, Contractor shall promptly provide a qualified replacement acceptable to CARB without disruption to required monitoring or other services.

Q. CONTRACT REPRESENTATIVES

The Contract Managers during the term of this Agreement shall be:

Agency:	California Air Resources Board	Contractor:	To Be Determined
Division:	Administrative Services Division	Section / Unit:	
Attention:	Lionel Holman	Attention:	
Address:	1001 I Street Sacramento, CA 95814	Address:	
Phone:	(916) 715-9529	Phone:	
Email:	Lionel.Holman@arb.ca.gov	Email:	

The Administrative Contacts during the term of the Agreement shall be:

Agency:	California Air Resources Board	Contractor:	To Be Determined
Division:	Administrative Services Division	Section / Unit:	
Attention:	Paige Hoffman	Attention:	
Address:	1001 I Street Sacramento, CA 95814	Address:	
Phone:	(279) 386-8751	Phone:	
Email:	Paige.Hoffman@arb.ca.gov	Email:	

Additional CARB Contact:

Agency:	California Air Resources Board
Division:	Administrative Services Division
Attention:	Kelly Peng
Address:	1001 I Street Sacramento, CA 95814
Phone:	(279) 208-7772
Email:	kelly.peng@arb.ca.gov

The Contractor shall direct all questions to the Contract Manager and Administrative Contact. The parties may change their Contract Representative(s) upon providing ten (10) days' written notice to the other party's Contract Representative(s). The notifying party shall provide complete contact information for the replacement Contract Representative(s) to include the information provided above.

EXHIBIT A, ATTACHMENT 1
LOCATIONS AND EQUIPMENT

	ADDRESS	QUANTITY	EQUIPMENT
1)	151 North Sunrise Avenue, Building 5, Roseville, CA 95661	1	Ademco Vista 20-P (Burglary)
		1	Front Door Contact
		1	Front Entry Glass Break
		2	Motion Detectors
2)	1927 13th Street, Sacramento, CA 95811	1	Honeywell Apex Destiny 6100 (Burglary)
		5	Motion Detectors
		14	Door Contacts
		56	Glass Breaks
		3	Keypads
		2	Outdoor Laser Fences
		1	Silent Knight SK-5208 (Fire)
		3	Pull Stations 1st Floor
		2	Pull Stations 2nd Floor
		15	Horn Strobes
		13	Strobes
		2	Bells
		1	Annunciator
		1	Water Flow Inspector's Test Valve (ITV) Riser
3)	1900 14th Street, Sacramento, CA 95811	1	Ademco Vista 20-P (Burglary)
		6	Motion Detectors
		4	Door Contacts
		2	Overhead Door Contacts
		5	Keypads
		1	Bell Tamper
		1	Silent Keypad Panic
		1	Silent Knight SK-5208 (Fire)
		1	Water Flow
		1	Smoke Detector
		4	Pull Stations
		14	Strobes
		6	Horn Strobes
		1	Annunciator
4)	2703 5th Street, #1, Sacramento, CA 95818	1	Ademco Vista 20-P (Burglary)
		1	Front Door Contact
		1	Overhead Door Contact
		2	Motion Sensors
		1	Keypad

	ADDRESS	QUANTITY	EQUIPMENT
5)	2701 5th Street, #1A, Sacramento, CA 95818	1	Radionics D7412G (Burglary)
		3	Door Contacts
		2	Overhead Door Contacts
		4	Motion Detectors
		2	Siren Tampers
		1	Control Tamper
		2	Keypads
6)	1301 V Street, Sacramento, CA 95818	1	Ademco Vista 20-P (Fire & Burglary)
		3	Door Contacts
		3	Motion Detectors
		1	Glass Break Front Entry
		1	Butterfly Tamper Switch
7)	2701 5th Street, #1B, Sacramento, CA 95818	1	Ademco Vista 20-P (Burglary)
		2	Keypads
		13	Motion Detectors
		4	Door Contacts
		4	Rolling Door Contacts
		2	Glass Breaks
		1	Horn
8)	984 East Avenue, Suite B-4, Chico, CA 95926	1	Bosch D4412 Control Panel
		1	Front Door Contact
		1	Back Door Contact
		1	Outdoor Stairway Gate Contact
		4	Monitoring Platform Perimeter Sensors
9)	8311 Galena Avenue, Sacramento, CA 95828	1	Control Panel – Digital Security Controls NEO Pro HS3248
		4	Roll Up Door Contacts
		4	Door Contacts
		8	Motion Detectors
		4	Glass Breaks
10)	8340 Ferguson Avenue, Sacramento, CA 95828	1	Bosch/Radionics D9412GV4 Series Control Panel
		1	D1255 Keypad
		1	ISCBPQ2 Motion Detector

	ADDRESS	QUANTITY	EQUIPMENT
11)	3727 North 1st Street, Suite 104, Fresno, CA 93726	1	Honeywell Vista 20-P Control Panel
		1	Honeywell Keypad - 6160
		1	Standby Battery YA-NP712
		1	Honeywell Magnetic Door Contact 951-WG-WH
		1	Honeywell Infrared Motion CK IS2535
		1	Interior Siren Wave 2
		1	Honeywell Motorized Bell 1011 BE12M
		1	Optex Outdoor Photo Electric Beams AX250 Plus
12)	548 Walker Street, Shafter, CA 93263	1	DMP XT30 Control / Communicator Using Analog Phone Line for Communication
		1	7AH 12v DC Standby Battery
		1	DMP 7060 Alpha Numeric Display Keypad
		1	Glass Break Detector
		1	Pedestrian Door Contact
		1	360 Degree DSC Infrared Motion Detector
13)	814 14th Street, Modesto, CA 95354	1	First Alert F162C Panel
		3	Door Contacts
		2	Infrared Motion Detectors
		1	Bell Tamper Alarm
14)	5558 California Avenue, Suite 460, Bakersfield, CA 93309	1	Honeywell Vista 20-P Master Control Panel w/ 12v 7 Amp Backup Battery
		2	Honeywell 6160 Alpha Keypads
		3	GRI Standard Surface Mount Contacts on Exterior Doors
		6	Optex RX-40PI Motion Detectors
		6	DSC AC100 Acuity Digital Glass Break Detectors
		1	Backup Cellular Communicator
15)	1416 S Street, Sacramento, CA 95811	1	Honeywell Vista 20-P Master Control Panel
		1	Honeywell 6160 Display Keypad
		1	Honeywell Cellular Communication Device 6160
		1	Door Contact
16)	2703 5th Street, Suite 6, Sacramento, CA 95818	1	Honeywell Vista 20PUL Alarm Control Panel
		1	Honeywell 6160 Keypad
		2	Exterior Door Contacts
		2	Rollup Door Contacts
		3	Interior Motion Detectors
		1	Glass Break Detector

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

A. INVOICING AND PAYMENT

1. For services satisfactorily rendered, upon receipt and approval of an invoice(s) for each completed task and deliverable, the State agrees to compensate the Contractor for costs specified in accordance with Exhibit B, Attachment 1, Contractor Rate Sheet.

2. Contractor shall submit one (1) copy of the invoice(s). Invoice(s) must include the Agreement number and must be submitted not more frequently than monthly in arrears to:

California Air Resources Board
Accounting Section
AccountsPayable@arb.ca.gov

B. BUDGET CONTINGENCY CLAUSE

1. 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.

2. 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.

C. PROMPT PAYMENT CLAUSE

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

D. TRAVEL & PER DIEM

There shall be no reimbursement for travel or per diem.

E. TIMELY SUBMISSION OF FINAL INVOICE

Based on the Contract expiration date, a final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement.

F. COSTS INCLUDED IN CONTRACTOR RATE SHEET

1. 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.

2. 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 DIR website at: http://www.dir.ca.gov/OPRL/PWD/Index.htm

G. STATE PREVAILING WAGE RATE DETERMINATION

The General Prevailing Wage Rate Determines applicable to the project are available and on file with CARB. 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: http://www.dir.ca.gov/OPRL/PWD/Index.htm

After award of the Agreement, and prior to commencing 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 Section 1773.2 of the California Labor Code.

EXHIBIT B, ATTACHMENT 1
CONTRACTOR RATE SHEET

This page is intentionally blank. This is a placeholder for RFQ, Attachment 1, Contractor Rate Sheet. Rates listed in Attachment 1, Contractor Rate Sheet shall be included in the final Agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS (GTC 02/2025)

PLEASE NOTE: This page will not be included with the final contract. The General Terms and Conditions will be included in the contract by reference to STD 213 and Internet site.

GENERAL TERM AND CONDITIONS (GTC 02/2025)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

A. EXCISE TAX

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California, local sales, or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

B. SETTLEMENT OF DISPUTES

1. In the event of a dispute, Contractor shall file a "Notice of Dispute" with CARB within ten (10) days of discovery of the problem. Within ten (10) days, CARB shall meet with the Contractor and Contract Manager for the purpose of resolving the dispute.

2. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period by Contractor and State employees normally responsible for the administration of this Agreement shall be brought to the attention of the Executive Officer or designated representative of each organization for resolution. The decision of the State Executive Officer or designated representative shall be final.

3. In the event of a dispute, the language contained within this Agreement shall prevail over any other language.

4. The existence of a dispute not fully resolved shall not delay Contractor to continue with the responsibilities under this Agreement which is not affected by the dispute.

C. POTENTIAL SUBCONTRACTORS

Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any Subcontractors, and no Subcontract shall relieve the Contractor of 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.

D. STOP WORK ORDER

CARB reserves the right to issue an order to stop work in the event that a dispute should arise or in the event that the State gives the Contractor a notice that the Agreement will be terminated. The stop work order will be in effect until the dispute has been resolved or the Agreement has been terminated.

E. TERMINATION

1. In addition to the rights under Exhibit C of the Standard Agreement, the State reserves

the right to terminate this Agreement in whole or in part at its sole discretion at any time upon thirty (30) days prior written notice to Contractor.

2. After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately stop work, regardless of any delay in determining or adjusting any amounts due under this clause.

3. In the case of early termination, Contractor must submit one (1) original and one (1) copy of a final invoice within thirty (30) calendar days upon date of written notice. The final invoice shall cover all unpaid services to termination date, following the invoice requirements of this Agreement. Final invoice shall be submitted to the address listed on Exhibit B, Budget Detail and Payment Provisions.

4. Upon receipt of the final invoice, a final payment will be made to Contractor. This payment shall be for all State-approved costs that in the opinion of the State are justified and shall include labor and materials purchased or utilized (including all non-cancellable commitments) to termination date at the rates set forth in the Contract.

F. EMPLOYMENT OF UNDOCUMENTED WORKERS

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 respecting the employment of undocumented aliens.

G. AMENDMENTS

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

H. INSURANCE REQUIREMENTS

1. Commercial General Liability

   Contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this Agreement. Contractor shall maintain general liability on an occurrence form with limits not less than $1,000,000.00 per occurrence for bodily injury and property damage liability combined with a $2,000,000.00 annual policy aggregate. 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:

   California Environmental Protection Agency/California Air Resources Board, State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed under this Agreement.

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

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

2. Automobile Liability (if applicable)

   Contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this Agreement. Contractor shall maintain motor vehicle liability with limits not less than $1,000,000.00 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

   The policy must include:

   California Environmental Protection Agency/California Air Resources Board, State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed under this Agreement.

3. Workers' Compensation and Employers' Liability (if applicable)

   Contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this Agreement. Contractor shall maintain statutory workers' compensation and employers' liability for all its employees who will be engaged in the performance of the Agreement. Employers' liability limits of $1,000,000.00 are required.

   The policy must include:

   When work is performed on State owned or controlled property the Workers' Compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.

4. 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. The Contractor agrees to provide a new certificate of insurance to:

      California Air Resources Board
      Purchasing@arb.ca.gov
      Subject Line: 26ASD003 – Insurance Certificate

   b. Policy Cancellation or 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 Agreement. 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 Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

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 Agreement 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 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 or lack of insurance does not negate the Contractor's obligations under the Agreement.

I. PREFERENCE PROGRAM (TO BE INCLUDED IF PRIME IS USING A DVBE SUBCONTRACTOR)

1. Contractor understands and agrees that should award of this contract be based in part on their commitment to use a Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code Section 999.5, Subdivision (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

2. Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in Military and Veterans Code Section 999.9, or Public Contract Code Sections 10115.10 or 4110 (applies to public works only).

3. If for this agreement Contractor made a commitment to achieve DVBE participation, upon completion of the awarded contract, the Contractor must certify to the awarding department all of the following:

   a. The total amount the Contractor received under the contract.

   b. The name and address of the DVBE that participated in the performance of the contract and the contract number.

   c. The amount and percentage of work the Contractor committed to provide to one (1) or more DVBE under the requirements of the contract and the amount each DVBE received from the Contractor.

   d. That all payments under the contract have been made to the DVBE(s). Upon request by the awarding department, the Contractor shall provide proof of payment for the work.

STD 817, formerly DGS PD 810 P, shall be used for Contractor's certification. STD 817 is located at the following internet site: Prime Contractor's DVBE Subcontracting Report

A person or entity that knowingly provides false information will be subject to a civil penalty for each violation. (Mil. & Vet. Code, § 999.5, subd. (d).)

4. Withhold: Ten thousand dollars and zero cents ($10,000.00) will be withheld from the final payment, or the full final payment if less than ten thousand dollars and zero cents ($10,000.00), until the Contractor complies with the certification requirements of subdivision (d) of Mil. & Vet. Code Section 999.5. Contractor shall be given thirty (30) days' notice to cure the defect. If, after thirty (30) calendar days from the date of notice, the prime Contractor refuses to comply with the certification requirements, DGS shall permanently deduct ten thousand dollars and zero cents ($10,000.00) from the final payment, or the full payment if less than ten thousand dollars and zero cents ($10,000.00).

J. FORCE MAJEURE

Except for defaults of subcontractors, neither CARB nor the Contractor must be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting from acts beyond the control of the offending party. This includes acts of God, enemy or hostile governmental action, civil commotion, strikes, government orders, national or state declared pandemics, lockouts, labor disputes, nuclear accident, freight embargo, fire, flood, earthquakes or other physical natural disaster, or governmental statutes or regulations superimposed after the fact. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this contract. CARB may terminate this Agreement immediately in writing without penalty in the event the Contractor invokes this clause.

If the Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Contractor must as soon as reasonably practicable recommence the performance of its obligations under this Agreement. The Contractor must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

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 pursuant to this force majeure clause, 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.

K. REGISTRATION WITH THE STATE AND LOCAL JURISDICTIONS

All business entities doing business within the State must be registered with the appropriate

State and local jurisdictions and maintain applicable licenses as required by law. All businesses who do not possess active licenses required to perform the contract services in the scope of work, or who are not registered with the appropriate jurisdictions as required by law during the Agreement term may have their Agreement terminated at the discretion of CARB.

L. TAX DELINQUENCIES

Public Contract Code Section 10295.4 provides that a State agency shall not enter into any contract for goods or services with a Contractor whose name appears on either list of the five hundred (500) largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. Franchise Tax Board (FTB) and Board of Equalization (BOE) will post and periodically update lists of the five-hundred (500) largest tax delinquencies on their websites as required by law. If CARB determines that the Contractor or any of its Subcontractors are on either the FTB or BOE list at any time before or during the contract term, this will be grounds for termination of the Agreement.

M. PENALTY

1. The Contractor and any Subcontractor under the Contractor shall comply with Labor Code (LC) Sections 1774 and 1775. In accordance with said LABOR CODE Section 1775, the Contractor shall forfeit, as a penalty to CARB, not more than two hundred dollars and zero cents ($200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any public work done under the Agreement by them, or by any Subcontractor under them, in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1775 to 1780, inclusively.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or Subcontractor in meeting his or her prevailing wage obligations, or a Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or Subcontractor had knowledge of the obligations under the Labor Code. Any Contractor that executes and receives a copy of this Agreement is deemed to have knowledge of their obligations regarding the Labor Code’s prevailing wage requirements. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or Subcontractor.

N. PAYROLL RECORDS

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

O. STATEMENT OF COMPLIANCE

By signing this contract, the 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 forty (40)), marital status, denial of family care leave and denial of pregnancy disability leave.

P. PREVAILING WAGES

1. No Contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. No Contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

2. The Contractor agrees to comply with all of the applicable provisions of the California Labor Code pertaining to Public Works projects (Labor Code Sections 1720-1861) including those provisions requiring the payment of not less than the specified prevailing rate of wages as determined by the Director of the Department of Industrial Relations to workers employed in the performance of this Agreement. The Contractor further agrees that penalties and forfeitures may be assessed as set forth in Labor Code Sections 1720-1861 in the event a violation of any of the provisions occurs in the performance of this Agreement. General Prevailing Wage Rate Determinations applicable to this project are on file and may be obtained from the CARB Contract Manager or designee listed in the Scope of Work, or from the Department of Industrial Relations (Internet site listing prevailing wage rates is at: http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html)

3. After award of the Agreement and prior to commencing 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 Section 1773.2 of the California Labor Code.

4. The Contractor and all subcontractors shall keep accurate payroll records and make them available for inspection in accordance with the specific requirements in California Labor Code Section 1776.

5. Labor Code Sections 1810-1815 sets forth the requirements and restrictions for working hours. The Contractor or Subcontractor shall, as a penalty to CARB, forfeit twenty-five dollars and zero cents ($25.00) for each worker employed in the execution of this Agreement by the respective Contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Labor Code Sections 1810-1815.

6. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section entitled, "Prevailing Wages."

Q. BONDS

Payment Bond: Contractor must provide, prior to commencement of work under the Agreement, a Payment Bond for 100 percent (100%) of the Agreement amount.

R. 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.

S. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

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

Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

T. ORDER OF PRECEDENCE

In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

1. Exhibit C, General Terms and Conditions (02/2025);

2. State of California – Department of General Services Standard Agreement STD 213 (rev. 04/2020) and any amendments thereto;

3. Exhibit D, Special Terms and Conditions;

4. Exhibit A, Scope of Work, including any specifications incorporated by reference herein; and

5. All other attachments incorporated into the Contract as listed on the STD 213.

EXHIBIT E
ADDITIONAL PROVISIONS

A. DVBE AUDIT (IF APPLICABLE)

Contractor agrees that the State or its delegate will have the right to review, obtain, and copy all records pertaining to Contractor's compliance with the Disabled Veteran Business Enterprise (DVBE) requirements as contained in Public Contract Code (PCC) Sections 10115 et. seq. Contractor agrees to provide State or its delegate with any relevant information requested and shall permit State or its delegate access to its premises, upon reasonable notice, during normal business hours for the purposes of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the DVBE requirements. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

B. COMPUTER SOFTWARE

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

C. OWNERSHIP OF WORK AND INTELLECTUAL PROPERTY

Any deliverables, work product, and/or works developed during and/or pursuant to this Agreement by Contractor, including any materials entitled to patent, trademark, or copyright protections (hereinafter "Intellectual Property"), as may now exist and/or which hereafter come into existence, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this Agreement. Contractor further intends and agrees to assign to State all right, title and interest in and to such materials, as well as all related Intellectual Property rights and other proprietary rights therein.

Contractor's obligations under this provision shall survive the expiration or termination of this Agreement.

D. INTELLECTUAL PROPERTY

1. CARB reserves the right to any intellectual property developed under this Agreement, including any materials entitled to patent, trademark, or copyright protections (hereinafter "Intellectual Property"). Upon acceptance of the copyrightable materials developed under this Agreement, and payment of the sums then due under the terms of the Agreement, CARB shall have the sole and exclusive right, title, and interest in such Intellectual Property. Contractor and his or her subcontractors hereby assign(s) all rights, title, and interests in any Intellectual Property developed under this Agreement to CARB.

2. CARB, at its discretion, may grant a nonexclusive and paid-up license to Contractor and his or her subcontractors to use said Intellectual Property. Contractor and his or her subcontractors agree to cooperate with and assist CARB to apply for and to execute any applications and/or assignments reasonably necessary to obtain any patent, copyright, trademark, or other statutory protection for all Intellectual Property. Contractor and his or her subcontractors shall not disclose any Intellectual Property, any of the deliverables

thereof, or any portion thereof, to any other organization or person without the written consent of CARB.

3. Contractor and his or her subcontractors shall not use the Intellectual Property, any of the deliverables thereof, or any portion thereof, in any other work performed by this Agreement subject to any license granted without the written consent of CARB.

4. Contractor's obligations under this provision shall survive the expiration or termination of this Agreement.

E. PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM

1. In accordance with the provisions of Code of Regulations Title 8, Section 16000, the DIR has ascertained the work for this project to be performed as a public work. Refer to http://www.dir.ca.gov/t8/16000.html.

2. No Contractor or Subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)].

3. No Contractor or Subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code Section 1725.5.

4. This project is subject to compliance monitoring and enforcement by the DIR. Refer to http://www.dir.ca.gov/Public-Works/SB854.html for more information.

5. Contractor shall maintain its registration with the DIR per the requirements set forth in Labor Code 1725.5 (a)(1) during the term of this Agreement.

F. CONFIDENTIALITY OF STATE INFORMATION

It is expressly understood and agreed that information Contractor receives from State in performing its obligations under this Agreement may be deemed confidential by State. Therefore, Contractor agrees to:

1. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any person or entity in any manner whatsoever.

2. Ensure that Contractor's employees, agents, representatives, and independent Contractors are informed of the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this Agreement.

3. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Agreement.

4. Notify State promptly and in writing of the circumstances surrounding any possession, use or knowledge of such information or any part thereof by any person other than those authorized by this paragraph.

G. CONFIDENTIALITY OF DATA AND WORKING DOCUMENTS

1. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without express written permission of CARB Contract Manager.

2. Contractor shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this Agreement, or CARB's actions on the same, except to CARB staff, Contractor's own personnel involved in the performance of this Agreement, at a public hearing, or in response to questions from a legislative committee.

3. Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms.

4. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure of the same.

G. EVALUATION OF THE CONTRACTOR

Pursuant to Public Contract Code (PCC) Sections 10367 and 10369, the Contractor providing consultant services of five thousand dollars ($5,000.00) or more shall be advised in writing that the performance will be evaluated. The evaluation shall be prepared on a Contract/Contractor Evaluation Sheet (STD 4), within sixty (60) days after completion of the agreement and maintained in the Agreement file. Any negative evaluations will be sent to the Department of General Services, Office of Legal Services (DGS/OLS) and a copy sent to the Contractor within fifteen (15) days. The Contractor shall have thirty (30) days to prepare a statement defending his or her performance under the contract and to send it to CARB and DGS/OLS.

H. WEB CONTENT ACCESSIBILITY GUIDELINES (IF APPLICABLE)

Contractor must ensure that all products and services submitted, uploaded, or otherwise provided by the Contractor and/or its subcontractors under this Contract, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes, and other written or graphic work prepared in the course of performance of this Contract (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code (GC) Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194) (collectively, the "Accessibility Requirements"). For any Work provided in PDF format, Contractor shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).

CARB may request documentation from the Contractor of compliance with the Accessibility Requirements and may perform testing to verify compliance. Contractor must bring into compliance, at no cost to CARB, any Work by Contractor or its subcontractors not meeting the Accessibility Requirements. If Contractor fails to bring its or its subcontractors' Work into

compliance with the Accessibility Requirements within five (5) business days of written notice from CARB, or within the time frame specified by CARB in its notice, Contractor will be responsible for all costs incurred by CARB in bringing Contractor's or its subcontractors' Work into compliance with the Accessibility Requirements. Contractor agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Contract for a period of one (1) year following delivery of the final deliverable under this Contract.

Deviations from the Accessibility Requirements are permitted only by written consent by CARB.