



August 25, 2026

REQUEST FOR PROPOSAL (RFP)
RFP No. P06252601A
Notice to Prospective Contractors

The California Prison Industry Authority (CALPIA) invites you to review and respond to this Request for Proposal (RFP), entitled **MODULAR SYSTEMS FURNITURE INSTALLATION SERVICES FOR SOUTHERN CALIFORNIA, RFP No. P06252601A**. In submitting your proposal, you must comply with all the instructions and provisions stated herein and with those incorporated by reference.

In the opinion of CALPIA, this RFP is complete and without need of explanation. However, should you have questions, or need clarifying information, please contact the Contract Analyst indicated below.

Due Date/Time: September 8, 2026 by 3:00 PM	
CALCTRA Contact	SUBMIT BID TO:
Rommel Disuanco, Contract Analyst Phone: (916) 628-5804 Email: Rommel.Disuanco@calctra.ca.gov	California Correctional Training and Rehabilitation Authority Attention: Rommel Disuanco, Contract Analyst 560 East Natoma Street Folsom, CA 95630

Please note that no verbal information given will be binding upon the CALCTRA unless such information is issued in writing as an official addendum to this RFP.

Public Works:

Pursuant to Labor Code, Section 1771.4 this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. By submitting a proposal, the Contractor acknowledges an understanding of public works requirements and obligations under the Labor Code and Public Contracting Code. CALCTRA reserves the right to deny a bid if a contractor or subcontractor has violated the public work laws as set forth in Labor Code, Section 1777.7.

Pursuant to Labor Code, Section 1725.5 to be qualified to bid on, be listed in a bid proposal, or engage in the performance of this public works project all contractors, including subcontractors, must be registered with the Department of Industrial Relations. Failure to comply with this section may result in the bid being disqualified.

Pursuant to Labor Code, Section 1770, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and a general prevailing rate for legal holiday and overtime work for several crafts, classifications, or types of work. The Department of Industrial Relations' general prevailing wage determinations can be accessed on the internet at <https://dir.ca.gov/OPRL/DPreWageDetermination.htm> or will be made available upon request at CALCTRA's Central Office. The Contractor shall include in their bid proposal the type of craft,

classification, or type of work to be used on the project. Failure to identify the type of craft, classification, or type of work to be used on a project may result in the bid being disqualified.

Term: The CALCTRA anticipates that the proposed contract term will be for a period of approximately two (2) years with the option to extend for an additional one (1) year.

The contract award will be made on the basis of **BEST VALUE** as determined by CALCTRA alone, under statutory authority (Penal Code 2808) considering the following criteria:

1. Cost: Fair, reasonable, and competitive price, and customer service commitments for goods and or services.
2. Performance: Past performance, including but not limited to the quality and/or reliability for the product or service as well as efficient billing practices; certification by the International Organization for Standardization (ISO).
3. Experience: Length of time and/or number of instances the Bidder has offered or produced the requested type of product and/or service.

CALCTRA may consider other factors deemed necessary to ensure that best value is achieved.

In the interest of achieving best value, CALCTRA does not grant Small Business, Disabled Veteran Business Enterprise (DVBE), Target Area Contract Preference Act (TACPA), Local Agency Military Base Recovery Act (LAMBRA), or Enterprise Zone Act (EZA) preferences in evaluating proposals. Employment of ex-offenders by the Bidder is encouraged by CALCTRA as part of our ongoing mission to change lives through opportunities.

Any agreement resulting from this solicitation shall be of no force or effect until it is signed by both parties and approved by CALPIA. The Contractor is not to begin work until all approvals have been obtained and the contract has been fully executed, including all applicable certificates of insurance and bonding. Should work begin before all approvals are obtained, services shall be considered voluntary.

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Bidder Instructions and Contract Provisions:	

Instructions to Bidders REV-0313	7 pages
Security Provisions REV-224*	5 pages
NOTE: <i>Items shown with an Asterisk (*), are hereby incorporated by reference and are located on our website at the following link</i> https://www.calpia.ca.gov/about/doing-business-with-calpia/	

A. Purpose and Description of Service

The California Correctional Training and Rehabilitation Authority (CALCTRA) requires installation services for the Monolithic and Frame and Tile lines of Modular Systems Furniture (MSF), including height adjustable tables. Additional required services will include delivery and set in place of freestanding furniture and repair of all types of furniture sold by CALCTRA.

Refer to the Sample STD 213, Statement of Work and Payment Provisions attached to this RFP as Attachment B for additional details and requirements.

CALCTRA reserves the right, before the conclusion of the contract term to extend the contract for an additional one (1) year period. A written and approved amendment will be required to extend the contract prior to contract expiration.

B. Bid Information

1. Time Schedule

It is recognized that time is of the essence. All Bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times. All times are Pacific Standard Time (PST)/Pacific Daylight Time (PDT).

EVENT	DATE	TIME (Pacific STD /Daylight Time)
RFP Available to Prospective Bidders	August 25, 2026	
Deadline for Submittal of Questions	9/1/26	3:00 PM
Response to Submitted Questions	9/3/26	3:00 PM
Final Date for Bid Submission/Bid Opening	9/8/26	3:00 PM
Successful Bidder Letter and Posting of Intent to Award*	9/10/26	5:00 PM
Last Day to Appeal Intent to Award*	9/17/26	5:00 PM
Proposed Start Date of Agreement*	11/1/2026	

**estimated timeframes*

2. Questions Regarding RFP

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or error in this RFP, the Bidder shall notify the contact contained on Page 1 of this RFP. Note: No verbal information given will be binding upon the CALCTRA unless such information is issued in writing as an official addendum to this RFP.

Bidders are encouraged to submit questions prior to the mandatory pre-bid conference and walkthrough but the deadline for final question submittal is **3:00 PM on September 1, 2026**. Questions must be submitted via email to Rommel.Disuanco@calpia.ca.gov prior to the deadline.

3. Bid Submittal

Bids must be received via U.S. Mail, common carrier, or hand delivered, no other method of response will be accepted. Bids not submitted under sealed cover may be rejected. **Submit one (1) original bid** to the address and Contract Analyst identified on page 1 of this document. The interior sealed envelope must be plainly marked with the RFP number and title, must show your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

Company Name Company Address
RFP Number: P06252601 RFP Name: MSF INSTALLATION - SOCAL Attention: Rommel Disuanco BID SUBMITTAL – DO NOT OPEN

C. Bidder's Submittal Requirements:

Experience: Contractor must provide proof of five (5) years of experience with services similar in nature to the services identified in the attached Statement of Work. Experience will be determined by documentation submitted by the Contractor and further information provided by the references submitted under the Past Performance requirement below. Experience is defined as the kind and amount of work a Contractor has done relevant to the work contemplated by this procurement.

Past Performance: Contractor will be evaluated on prior performance through Contractor's references (Attachment D), on three (3) projects similar in nature within the last three (3) years. Past performance is defined as the Contractor's record of conforming to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and the Contractor's business-like concern for the interest of the customer.

Past Performance Questionnaire: Contractor will also be evaluated on prior performance through submitted Past Performance Questionnaires (Attachment E). Contractor shall request past customers to participate in providing a reference by encouraging them to fill out and submit the Past Performance Questionnaire (Attachment E) on their behalf. Completed Past Performance Questionnaires should be completed by the customer and submitted directly (via fax or email) to the Contract Analyst identified on Page 1 of this RFP.

Prevailing Wages: All bids must meet or exceed prevailing wage requirements as governed and defined by the Department of Industrial Relations (DIR) and accessible via the following website: <https://dir.ca.gov/OPRL/DPreWageDetermination.htm>.

Registration with Department of Industrial Relations (DIR): CALCTRA requires any contractor or subcontractor responding to a bid with prevailing wage requirements to be registered with the DIR. Bidders shall submit proof of registration with DIR to CALCTRA with

the bid response. The Bidder shall be responsible to ensure all subcontractors are registered with DIR as well.

Bidder's Bond: Include a Bidder's Bond, at the time of bid submittal, amounting to 10% of the project total (bid amount).

- Bidder's Bond must be completed on Attachment F (attached) and be executed by an admitted surety insurer, authorized to issue bonds in the State of California.
- In lieu of a Bidder's Bond, CALCTRA will also accept a cashier's check or certified cash or check amounting to 10% of the project total. Should any of these manners be pursued, the item will be returned to the bidder once a contract has been fully executed.
- Failure to include a Bidder's Bond, or accepted alternate, at the time of bid submittal will render the bid null and void and as a result the bid will be disqualified and rejected.
- Documents with original signatures and embossed seals must be included in the original version of the submittal.

Payment Bond & Performance Bond: Be prepared to furnish both a Payment Bond and a Performance Bond each in the amount of 100% of the bid price should CALCTRA choose to award your company a contract.

- These items are required and will need to be received prior to contract execution.

Executive Order N-6-22 – Russia Sanctions: CALCTRA requires Bidders to include a completed Economic Sanctions Certification form (BSS-F069) as required by Executive Order N-6-22 in order to be eligible to conduct business with the State of California.

Buy Clean California Act (BCCA): Beginning July 1, 2022, The BCCA targets the embodied carbon emissions of eligible construction materials (structural steel, carbon steel rebar, flat glass, and mineral wool board insulation) used in Public Works projects. The BCCA requires that these materials have a Global Warming Potential (GWP) below a limit set by the Department of General Services (DGS). The maximum acceptable GWP for each category of eligible material is located on the DGS BCCA website here:

<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Buy-Clean-California-Act>

Bidders must submit a current facility-specific Environmental Product Declaration (EPD), Type III, as defined by the International Organization for Standardization (ISO) standard 14025, or similarly robust life cycle assessment methods that have uniform standards in data collection consistent with ISO standard 14025, industry acceptance, and integrity, for each material proposed to be used (pursuant to subdivision (a) of Public Contract Code, Section 3503). The EDPs will be used to determine compliance with the GWP limits established by DGS.

Executive Order N-12-23 – 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) § 4986.2 Definitions for GenAI.

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

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

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

D. Bidder’s Minimum Requirements

1. Bidder must have a valid Contractor’s License from the Contractors State License Board, Category C-61 with Prefabricated Equipment Specialty (D-34).
2. Bidder must have a physical presence in the Southern California region. Bidder must be able to receive and dispatch product from the warehouse during normal business hours for the duration of the contract term.
3. Bidder must identify the warehouse location(s) they will use to meet the minimum requirement of 2,500 square feet to stage and 2,500 square feet to store CALPIA system components at no additional cost to CALPIA. Sites may be inspected prior to bid award.
4. Bidder must document that they own, or will lease for the contract term, a minimum of one (1) twenty-foot box truck in order to deliver product on behalf of CALPIA. Bidders should describe vehicles, material handling equipment, and inventory control.
5. Bidder shall have a minimum of five (5) years as an established business with at least three (3) years of experience providing MSF installation. Experience documentation must include projects that are from 1-500 cubicles in size. The CALPIA may contact Project Managers for reference purposes and/or to schedule site visits. Each bidder must provide a separate document with the bid package with the following details:

- a) List by customer name the major projects installed within the last two years (minimum of 3, maximum of 6) to include:
 - i. The largest MSF installation by station count
 - ii. An average MSF installation by station count
 - iii. The largest two-week rate of sustained installation by station count
 - b) Total number of workstations for each project named
 - c) Number of days to install for each project named
 - d) Name of bidder's Project Manager on each project named
 - e) Name and telephone number of the customer's Project Manager on each project named
 - f) Note any specific examples on past projects that clearly demonstrate sensitivity to client's particular needs.
6. Bidder must have adequate internet capabilities to transmit and receive the current version of Auto Cad drawings, project specifications, meeting and delivery schedules, and punch lists.
7. Payment and Performance bonds for the total bid amount or contract value will be required upon award of the contract. (See Samples Attachments G, H, I, and J).

E. Bid Evaluation

Award of a contract resulting from this RFP will be based on the contractor providing the best value. The Contractor must meet or exceed the minimum requirements of the following criteria:

Category – Description
Cost
Past Performance
Experience

F. Licenses and Permits

During the term of the contract, the Contractor must maintain all required licenses and/or permits in full force and effect. If and when the State learns that the Contractor has failed to do so, the State may, in addition to any other remedy it may have, immediately terminate this contract without any cost or liability to the State. If, after bid submission, the Contractor replaces or renews a required license or permit or obtains a newly applicable license or permit, the Contractor shall provide the State with a copy of the renewed or replaced or newly-obtained license or permit within 20 days following the Contractor's receipt of same. The Contractor shall provide copies of all required license(s) and permit(s) at the time of bid submittal.

1. Contractor's License Category Limited Specialty (C-61) with Prefabricated Equipment

Specialty (D-34)

2. Business license as required by the city, county, or both as determined by bidder's place of business.

G. Standard Language

CALCTRA does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. CALPIA's General Conditions of the Contract for Construction are not negotiable.

H. Bid Attachments

Refer to the following pages for additional required attachments that are a part of this RFP.

ATTACHMENT A

BID DOCUMENT SUBMITTAL CHECK LIST

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items listed below have been included in your bid. Place a check mark or "X" next to each item that you are submitting. For your bid to be responsive, all required attachments must be returned. This checklist should be returned with your bid package.

NAME OF BIDDER: _____

COMPANY NAME: _____

Attachment Name/Description

- _____ Attachment A: Bid Document Submittal Check List
- _____ Attachment C: Cost Sheet
- _____ Attachment D: Experience/Past Performance (References)
- _____ Attachment E: Past Performance Questionnaire(s) (Outlined on in Section C)
- _____ Attachment F: Bidder's Bond, or accepted alternate (Equal to 10% of bid amount)
- _____ Attachment K1: Payee Data Record (STD 204) **NOTE: If company is incorporated, Payee's Legal business name on the STD 204 must match the name registered with the Secretary of State of California.**
- _____ Attachment K2: Payee Data Record Supplement (STD 205) **NOTE: For use if additional remittance addresses are needed or if additional authorized representatives need to be identified.**
- _____ Attachment L: Contractor Certification Clauses
- _____ Attachment M: Bid/Bidder Certification Sheet
- _____ Attachment N: Post-Consumer Content Certification
- _____ Attachment O: Darfur Certification
- _____ Attachment P: California Civil Rights Laws Certification
- _____ Attachment Q: PREA Volunteer/Contractor Information Sheet
- _____ Attachment T: Economic Sanctions Certification

Other Documents Required:

- _____ Copy of Contractor's License Category C-61 with Prefabricated Equipment Specialty (D-34) required under Section F.1
- _____ Copy of Business License(s) and/or permit(s) as required by the state, city, and/or county (Outlined on in Section C)
- _____ Proof of Department of Industrial Relations (DIR) registration (Outlined in Section C)

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 6/21/06)

AGREEMENT NUMBER

P06252601A

REGISTRATION NUMBER

DIR Project number

MODULAR SYSTEMS FURNITURE INSTALLATION - SOCIAL REGION

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

STATE AGENCY'S NAME

CALIFORNIA CORRECTIONAL TRAINING AND REHABILITATION AUTHORITY

CONTRACTOR'S NAME

2. The term of this Agreement is: **Month, Day, Year**, or upon approval, whichever is the later, through **Month, Day, Year**

3. The maximum amount of this Agreement is: \$ Dollars and No Cents

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

Attachment B – Scope of Work, and Payment Provisions	14 pages
Attachment C – Cost Sheet	4 pages
Attachment C-1 – Out-of-Area Travel and Per Diem Expenses	2 pages
Attachment H – Payment Bond	1 page
Attachment J – Performance Bond	1 page
Attachment R – Appropriate Attire Policy	2 pages
Attachment S – General Conditions of the Contract for Construction REV0720	40 pages
Security Provisions REV-0925*	5 pages

NOTE: Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached. These documents can be viewed at <http://www.CALCTRA.ca.gov>, (select About tab, then select Doing Business with CALCTRA).

Contractor Initials confirming acceptance of documents incorporated by reference: _____

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

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

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

California Correctional Training and Rehabilitation Authority

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

560 East Natoma Street, Folsom, CA 95630

SCOPE OF WORK AND PAYMENT PROVISIONS

I. SCOPE OF WORK

1. The Contractor agrees to provide the California Correctional Training and Rehabilitation Authority (CALCTRA) with installation services for the Monolithic and Frame and Tile lines of Modular Systems Furniture (MSF), including height adjustable tables. Additional required services will include delivery and set in place of freestanding furniture and repair of all types of furniture sold by CALCTRA.
 - A. Contractor agrees to provide to CALCTRA all labor, including travel and per diem (for jobs within a 75 mile radius of the Contractor's Southern California regional office address on file), materials, non-consumable supplies, parking fees and bridge tolls, insurance, transportation, equipment, tools and every other item of expense necessary to perform services. Equipment and tools will be maintained in good working order.
 - i. CALCTRA agrees to compensate Contractor for travel expenses for out of area installations. "Out of area" is defined as locations outside a 75-mile radius of Contractor's regional office address on file. See Attachment C-1 Out of Area Travel and Per Diem Expenses for details.
 - B. Contractor is required to provide a minimum of 51% of the staffing/labor for the services detailed herein including project contact and lead person for services where a subcontractor may be used.
 - i. If the Contractor intends to use subcontractors to conduct any of the work described herein, the Contractor must identify the subcontractor(s) and provide a summary of each subcontractor's qualifications, experience, and duties that would be performed.
 - a. All subcontractors must be approved in advance by the CALCTRA Project Representative, or designee, and must pass security requirements.
 - b. The Contractor is required to provide a Project Manager over the work performed by the subcontractor(s).
 - C. Contractor agrees to send two (2) key personnel to a mandatory training session held at CALCTRA's central office at no additional cost to CALCTRA. This training will be conducted prior to the first scheduled installation.
 - D. Contractor must have the capability of completing \$150,000 worth of product per 8-hour day per job. Contractor must have the ability to install three such jobs simultaneously. The installations may take place at three separate locations or in one location on three separate floors. In the event of an increase in demand for MSF installation services, the Contractor must, within 60 days written notice from CALCTRA, be able to increase their labor pool to meet the increased demand for installation services. Any failure by Contractor to provide adequate labor to finish CALCTRA projects on schedule will result in alternate contractor(s) being hired. The prime contractor will be billed for the difference between the contract price and what CALCTRA has been charged by the alternate contractor(s).

- E. Contractor must be able to communicate with CALCTRA via telephone, electronic mail, and cellular phone. Contractor shall provide the cell phone number of at least two (2) key personnel that can be reached 24 hours a day. Key personnel shall include the account manager and the lead installer for any current project.
 - F. Contractor's employees must wear clean uniforms with company name clearly visible. Shorts and cutoffs are not allowed.
 - G. Contractor and contractor's employees act as representatives of CALCTRA while on the jobsite. They are expected to conduct themselves in a professional manner. Any conflicts or challenges encountered by the Contractor on any jobsite must be resolved in a professional manner so as not to disparage CALCTRA.
2. The services shall be provided as directed by CALCTRA's Contract Manager, or designee, at assigned times and locations throughout Southern California.
- A. Southern California counties include Imperial, Inyo, Kern, Kings, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Tulare and Ventura counties.
 - B. Services shall be provided during normal working hours (6am – 5pm) Monday through Friday, except state holidays. Off hours (before 6am or after 5pm) will be paid at a premium differential rate of half the quoted hourly rate for all off hours worked. Overtime will be paid at a premium differential rate of half the quoted hourly bid rate after 8 hours and on Saturdays, and at the quoted hourly bid rate on Sundays and holidays.
 - C. Due to time constraints and the inherent occupancy issues involved, service will be made available 24 hours per day, 365 days per year.
 - D. Contractor agrees to 1) attend meetings at CALCTRA headquarters no more than once a month, and 2) participate in one weekly conference call, at CALCTRA's discretion at no additional cost.
3. Service shall be available not later than the express date set by CALCTRA and Contractor, after all approvals have been obtained, the agreement is fully executed, and an ERP_{LX} Tracking Number is issued. Should Contractor fail to commence work at the agreed upon time, CALCTRA, upon five (5) days written notice to Contractor, reserves the right to terminate the agreement effective immediately. In addition, Contractor shall be liable to CALCTRA for the difference between Contractor's bid price and the actual cost of performing work by another best value contractor.

4. The Project Representatives during the term of this agreement will be:

State Agency: CALCTRA	Contractor:
Section/Unit: Modular Systems Furniture	Section/Unit:
Attention:	Attention:
Address: 560 E. Natomia St. Folsom, CA 95630	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:

Note: No formal amendment of this agreement is needed to change the contact information. Changes will be made by written or electronic notification.

5. Contractor shall furnish to CALCTRA a certificate of insurance, stating that there is Commercial General Liability, Worker's Compensation, and Automotive Liability. The certificate of insurance shall include the following three (3) provisions in their entirety:

- A. The insurer will not cancel the insured's coverage without 30 days prior written notice to the State, and will provide the State with a written 10 day notice for Contractors non-payment of premiums.
- B. Under Contractor's General Liability and Automobile Liability insurance CALCTRA and the State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this contract are concerned.
- C. The State will not be responsible for any premiums or assessment on the policy.

6. The work being performed under this agreement is subject to prevailing wage rates as governed and defined by the Department of Industrial Relations (DIR) at the following website: <https://dir.ca.gov/OPRL/DPreWageDetermination.htm>.

- A. Contractor agrees to comply with all applicable provisions of the Labor Code including those provisions requiring the payment of not less than the general prevailing rate of wages.
- B. Contractor must be registered with the DIR and maintain current registration for the duration of this agreement. Contractor shall be responsible to ensure all subcontractors are registered with the DIR and that their registration is current.
- C. Contractor shall maintain records of proof that prevailing wage is paid to workers in accordance with DIR reporting requirements.
- D. Projects of \$30,000.00 or more must meet DIR's apprenticeship requirements.
- E. Contractor further agrees to penalties and forfeitures provided in the Labor Code in the event a violation of any of the provisions occur in the execution of the agreement.

7. Pre-Installation

Pre-installation services shall be included in the installation rate quoted on the Cost Sheet (**Attachment C**) under Part 1 MSF Installation. These services include, but are not limited to the following:

- A. It will be Contractor's responsibility to plot drawing and print projects specifications.
 - i. Contractor will receive the drawings and parts list via e-mail, U.S. mail, or by other means prior to the pre-installation meeting.
 - ii. Prior to the agreed upon installation date, Contractor will review this information for potential problems, plan installation sequence, staging areas, etc. Contractor will communicate these potential problems to CALCTRA in writing within five (5) business days.
 - iii. Contractor will advise CALCTRA of any potential additional expenses at this time.
- B. Contractor will attend all pre-installation meetings and represent CALCTRA when the CALCTRA representative cannot attend.
 - i. Pre-installation meetings will be scheduled at the discretion of CALCTRA at no charge to CALCTRA.
 - ii. Contractor or CALCTRA will clarify roles, schedules and sequence of work with customers, building managers, and subcontractors. They will assess on-site conditions for product deliveries and verify critical dimensions.
 - iii. In the event that CALCTRA personnel cannot attend this meeting, Contractor will provide CALCTRA with any concerns, questions, or potential problems in writing via e-mail within 24 hours of the preinstall meeting.

8. Installation

- A. Contractor shall unload, stage, and install all MSF components in an organized and professional manner. As stated in Section 1.D., Contractor shall provide contact information for the lead installer on each project.
 - i) All components shall be inventoried upon delivery, and CALCTRA shall be notified by e-mail of any shortages by the close of business on the day of delivery. Failure to do so will result in Contractor being charged for all parts missing from original manifest at CALCTRA sale price.
 - ii) Contractor shall be responsible for the protection of existing walls and flooring. Damage to the site will be charged to Contractor.
 - iii) Upon completion of the installation, Contractor will ensure that the work area and surfaces are wiped down and clear of all debris resulting from the installation.

- iv) Contractor will remove all dunnage daily unless other arrangements are made with CALCTRA or the customer. No dunnage is to be left in the trailers or box truck. Certain packaging material may be recycled and shall be returned to the factory at CALCTRA's discretion.
- B. Contractor shall be responsible for the repackaging, loading and securing of all components to be returned to CALCTRA in the same manner they were received.
 - i) A written list of all returned product shall be included with the returned products. A reason shall be given for excess product, such as damaged, excess, not installed, or defective. A copy of this list shall be e-mailed to CALCTRA central office within 24 hours of returning product to the factory.
 - ii) Contractor shall notify the warehouse manager to make arrangements for obtaining necessary packing materials from CALCTRA and the return of product in the condition received along with the recycled packing materials.
- C. Contractor shall allow a one-hour window per project day for arrival time of CALCTRA delivery truck (i.e. waiting for delivery truck, facility issues, communication center installations, etc.). CALCTRA will not be charged stand-by time during this one-hour window.
- D. Contractor shall stand power poles and cut to length when and where required. Standing power poles does not include seismic bracing or electrical connection to the building.
- E. Length of push from delivery vehicle to installation site alone will not be considered sufficient cause for additional installation charges.
- F. All MSF shall be installed as detailed in the installation drawings provided to Contractor.
- G. Changes to any part of the installation shall be approved in advance by CALCTRA staff. Customer approval of changes does not eliminate the responsibility of Contractor to obtain CALCTRA's approval of requested changes. Failure to obtain required approval will result in the deduction of cost associated with disassembly and reassembly of project to original specifications, including but not limited to the following costs:
 - i) CALCTRA staff time at \$120.00 per hour
 - ii) All displaced employees, electricians, moving and storage companies, and data/com services
 - iii) Rental charges for displaced staff

9. Punch List Services

- A. Contractor may be required to represent CALCTRA in the preparation of the punch list with the customer.

- B. Contractor shall e-mail the punch list to CALCTRA using the latest version of the standard CALCTRA Punch List Form (**MSF-F004**) form within 24 hours of the punch walk through.
- C. Contractor shall inventory all punch list items upon receipt from CALCTRA to ensure all necessary parts are accounted for. CALCTRA shall be notified by e-mail of any shortages by the close of business on the day of delivery.
- D. Installation of punch list items will be completed by Contractor within 10 business days after receipt of punch list product at Contractor's warehouse.
- E. Any punch list items not completed by Contractor within 15 working days of the expiration of this contract will result in CALCTRA hiring an alternative contractor to complete the work and billing the prime contractor for the cost difference between what CALCTRA paid the alternate contractor and the contract rate.
- F. All CALCTRA product being stored in Contractor's possession shall be returned to CALCTRA warehouse within 15 working days of final acceptance at no additional cost to CALCTRA.
- G. Contractor will be responsible for installation of all parts included on the parts list per the final installation drawings. Contractor will not be compensated for return trips due to items not being installed per plan. Return trips shall be compensated at the rate for hourly services due to missing, damaged and defective product or design changes, not to exceed \$1,000.00 per punch list per project. All exceptions must be approved in advance by CALCTRA.
 - i) At the completion of the punch list, Contractor shall forward the final acceptance ***signed by the customer indicating full acceptance of the project.***
 - ii) The final acceptance must be forwarded to CALCTRA within 48 hours. Failure to provide a completed and signed final acceptance will result in Contractor's invoice not being processed.
 - iii) CALCTRA will not be responsible for payment on jobs resulting in return trips due to improper installations or contractor-damaged product.

10. Reconfigurations

Contractor shall provide reconfiguration services. Reconfiguration services shall include the disassembly, removal, and reinstallation of existing furniture in either the same location, another location, or in storage (without reinstallation). This service shall be provided in conjunction with the purchase of MSF.

- A. Reconfiguration services shall be compensated at the percentage bid rate for reconfiguration multiplied by the list price of the "New" and "Reusable" parts required to complete the project installation.
- B. Disassembly of "Excess" parts not required to complete the project will be paid at 25% of list price multiplied by the bid rate for reconfigurations.

- C. The reconfiguration service shall not include the transportation and storage costs. The transportation and storage costs outside the cost for reconfigurations will be quoted on a case by case basis by Contractor. Contractor's quotes shall be fair and reasonable and subject to audit by the CALCTRA or State of California.

11. Warranties

Contractor will be asked to provide warranty services to evaluate and repair MSF throughout the Southern California region.

- A. CALCTRA will initiate warranty services on an **MSF-F008** form outlining scope of the request.
- B. Warranty requests will be compensated at the contract hourly rate.
- C. Warranties outside the 75 mile radius from Contractor's regional office will be paid the vehicle premium.
- D. Contractor will provide CALCTRA with the warranty list within 24 hours of the site visit if the issue could not be resolved.
- E. Contractor will provide CALCTRA with a signed final form **MSF-F011** once the warranty services have been completed.

12. Dismantling of Surplus Modular Systems Furniture

- A. Contractor may be asked to provide disassembly, palletizing and loading of existing furniture for shipment to CALCTRA warehouse at Avenal State Prison.
- B. The cost for dismantling surplus will be quoted on a case by case basis by Contractor.

13. Warehouse Services

Contractor must have space to stage and store CALCTRA components in the Southern California region.

- A. A minimum of 2,500 square feet to stage and 2,500 cubic feet to store shall be available for CALCTRA MSF components at no additional charge to CALCTRA.
 - i) Contractor must own or lease for the contract term a minimum of one (1) twenty-foot truck in order to deliver product on behalf of CALCTRA.
 - ii) Warehouse space and the twenty-foot truck must be made available for CALCTRA use at all times.
- B. Contractor shall maintain an inventory system to provide monthly reports for stock on hand.

14. Other Work As Requested

Contractor may be asked to provide additional services to be billed at the corresponding hourly rate listed on Cost Sheet under Part 3.

- A. Generate inventory lists of existing MSF product at CALCTRA customer locations throughout the region as directed.
- B. Repair CALCTRA manufactured furniture and chairs at CALCTRA customer locations throughout the region as directed.
- C. Deliver and/or set in place freestanding furniture and chairs sold by CALCTRA for customers located throughout the region as needed.

15. CALCTRA will assume responsibility for the delivery of all MSF components to the job site, unless alternate arrangements are made in advance.

- A. Should Contractor be required to special handle or deliver product to the job site, compensation will be provided as detailed in the Invoicing and Payment section.
- B. All additional charges must be approved in advance by CALCTRA.

16. Public Works - Rules/Regulations:

- A. Contractor shall observe and comply with all federal, state, city, and county laws, rules or regulations affecting the work.
- B. Any work done that does not comply with any laws, rules, or regulations will be remedied at Contractor's expense.
- C. General Prevailing Wage rates shall apply to the resulting contract. Hourly wage rates shall be governed by the General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, and 1773.1.
- D. Contractor shall maintain records of proof that prevailing wage is paid to workers. In some projects, Contractor may be required to provide proof of prevailing wage payments.

17. Contractor's Project Manager will serve as a single point of contact for the scheduling, delivery, and installation, and every other aspect to ensure the project is a success.

18. Contractor shall supervise and direct all work. Contractor shall be responsible for, and have control over, construction means, methods, techniques, sequences, procedures, and safety precautions as related to the proposed work, unless otherwise noted or specified in the contract documents.

19. All phases of this project shall meet all applicable Federal, State, and local building codes as well as Fire Marshal requirements.

20. Guarantee

- A. Contractor shall guarantee all labor and workmanship and/or equipment and parts for a minimum period of one (1) year from the date of acceptance.
- B. Defects in workmanship and/or equipment and parts which appear during that period shall be corrected at the Contractor's expense.

21. Safety

- A. Contractor shall be responsible for safety management and shall enforce all safety requirements and any other required safety regulations, as necessary to provide a safe environment for workers and other personnel in the area.

22. Licenses and Permits

- A. During the term of this contract, the Contractor must maintain all required licenses and/or permits in full force and effect. If and when the State learns that the Contractor has failed to do so, the State may, in addition to any other remedy it may have, immediately terminate this contract without any cost or liability to the State.

23. Changes/Change Orders

- A. If any conflict arises between provisions of the plans, specifications, scope of work, and any such law, then the Contractor shall notify the CALCTRA Project Representative, or designee, immediately.
- B. Whenever the necessity for a change arises, either at the request of the Contractor or at the request of CALCTRA, the Contractor shall prepare a full and complete detailed estimate of cost and time for the change. Upon approval by CALCTRA Project Representative, or designee, the Contractor shall proceed on a time and material basis keeping an accurate daily record of the cost of labor and material used. Contractor will only be paid for the actual additional work performed.
- C. Changes in work made necessary due to unexplained or unforeseen site conditions, discovery of errors in plans, specifications, or scope of work requiring immediate clarification in order to avoid serious work stoppage, or changes of any kind where the extent cannot be determined until completed are types of emergency changes which may be authorized by the CALCTRA in writing to the Contractor.
- D. CALCTRA will not recognize any change in the contract sum due the Contractor until an approved Change Order has been issued in writing on an approved CALCTRA Change Order form. The Change Order must show a full description of the change to be made, the extra time required for making the changes, and the agreed price to be added to, or deducted from, the contract sum. Drawings with notes and/or specifications accompanying the Change Order shall be deemed a part of the Change Order. Extra work called for by the Change Order shall be performed in accordance with the original contract

drawings and specifications, except for the deviations specifically called for by the Change Order.

24. Executive Order N-6-22 – Russia Sanctions

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

25. Buy Clean California Act (BCCA)

The BCCA was introduced as Assembly Bill (AB) 262 and signed into law on October 15, 2017. Beginning July 1, 2022, it targets the embodied carbon emissions of eligible construction materials (structural steel, carbon steel rebar, flat glass, and mineral wool board insulation) used in Public Works projects.

The BCCA requires that these materials have a Global Warming Potential (GWP) below a limit set by the Department of General Services (DGS). The maximum acceptable GWP for each category of eligible materials is located on the DGS BCCA website here: <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Buy-Clean-California-Act>

The Contractor must not install any BCCA eligible materials until submitting a facility-specific Environmental Product Declaration (EPD), Type III, as defined by the International Organization for Standardization (ISO) standard 14025, or similarly robust life cycle assessment methods that have uniform standards in data collection consistent with ISO standard 14025, industry acceptance, and integrity, for each material proposed to be used (pursuant to subdivision (a) of Public Contract Code, Section 3503) to the CALCTRA. The EDPs will be used to determine compliance with the GWP limits established by DGS.

26. Executive Order N-12-23 – Generative Artificial Intelligence (GenAI)

GenAI Technology Use & Reporting

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

27. CALCTRA reserves the right to amend the agreement, prior to expiration, in writing on the STD 213A. CALCTRA may adjust the terms of the agreement including but not limited to the following:

- A. Term extension up to one (1) year.
- B. Increasing the contract amount by up to 30% of the original value.

28. Public Works:

- A. Pursuant to Labor Code, Section 1771.4 this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. By submitting a proposal, the Contractor acknowledges an understanding of public works requirements and obligations under the Labor Code and Public Contracting Code. CALCTRA reserves the right to deny a bid if a contractor or subcontractor has violated the public work laws as set forth in Labor Code, Section 1777.7.
- B. Pursuant to Labor Code, Section 1725.5 to be qualified to bid on, be listed in a bid proposal, or engage in the performance of this public works project all contractors, including subcontractors, must be registered with the Department of Industrial Relations. Failure to comply with this section may result in the bid being disqualified.
- C. Pursuant to Labor Code, Section 1770, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and a general prevailing rate for legal holiday and overtime work for several crafts, classifications, or types of work. The Department of Industrial Relations' general prevailing wage determinations can be accessed on the internet at <https://dir.ca.gov/OPRL/DPreWageDetermination.htm>. or will be made available upon request at CALCTRA's Central Office. The Contractor shall include in their bid proposal the type of craft, classification, or type of work to be used on the project. Failure to identify the type of craft, classification, or type of work to be used on a project may result in the bid being disqualified.

II. PAYMENT PROVISIONS

INVOICING AND PAYMENT

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, CALCTRA agrees to compensate Contractor in accordance with the amounts specified below, less 10% for each installation assignment, until final invoice with CALCTRA's Modular Systems Final Project Acceptance Form (**MSF-F011**) is submitted.

i) Installation and Reconfiguration Rates:

- a) Monolithic and Frame and Tile product lines will be billed separately based on the percentage rates specified on the Cost Sheet, **Attachment B**.

ii) Miscellaneous Rates:

- a) **Hourly Work Rate:** Unique installation handling requirements, as determined at pre-installation meetings, will be pre-approved and reimbursed on an hourly basis at rates determined by the Cost Sheet, **Attachment B**. Hourly rates will be adjusted based on DIR's predetermined increases.
- b) **Out-of-Pocket Expenses:** For miscellaneous items (i.e. fasteners, paint, film, etc.) CALCTRA will reimburse Contractor at actual costs up to \$200.00 without prior approval. Reimbursements will require that a receipt document be submitted for all items claimed.
- c) **Out of Area Installation Expenses:** Installations outside a 75-mile radius of Contractor's regional office address on file for Southern California will be considered as out of area. Contractor will be reimbursed for expenses incurred for such jobs. Refer to **Attachment C-1** for details regarding overnight accommodations, per diem rates, and premium rates for vehicles.
- d) **Wall Mount Kits & Panel Open Access kits** will be compensated at the standard contract percentage rate plus an additional \$15.00 per kit.
- e) **Miscellaneous Work Surface Cuts** will be billed at the flat rate of \$50 for single cut and \$100 for multiple cuts. Unless otherwise directed by CALCTRA, all on site work surface cuts will be finish quality with corners rounded to specification and edge banding re-installed.
- f) **Off Hours Unloading** will be compensated by using twenty-five (25) percent of the total list price at one and one quarter (1 ¼) times the standard contract percentage rate. The remaining seventy-five (75) percent of the list price will be compensated at the standard contract percentage rate.
- g) **Accelerated Installations:** All accelerated installations must be requested and approved in writing by CALCTRA prior to the commencement of the installation. Should the required rate of installation exceed \$150,000 worth of product at list price per 8-hour day per job, the compensation will be computed at 1½ times the standard contract percentage rate for the excess amount. For after hour delivery and staging only, compensation will be computed at 1¼ times the standard contract percentage rate for the excess amount.

B. All invoices shall be submitted on Contractor's letterhead, not more frequently than monthly in arrears. Invoices shall include the Agreement Number and Project Number.

C. Contractor is to provide a monthly report showing billed, paid, and outstanding invoices.

- D. Invoices shall be calculated at 90% of the total value of each Project Number. Invoices must include the Punch List Form (**MSF-F004**) and/or an approved/signed "Work Order-Field Change" Form (**MSF-F005**) if applicable.
- E. Invoices shall include a detailed summary of project elements as follows:
- i. Installation/Reconfiguration
 - ii. Hourly Work
 - iii. Out-of-Pocket Expenses
 - iv. Certified Payroll Record
- F. Reimbursement of the remaining 10% for each Project Number shall include a copy of the signed final acceptance form and all hourly rates for completion of punch list up to a maximum of \$1,000.00. Note: All projects must include the signed Final Acceptance Form (**MSF-F011**) for final payment.
- i. Invoices submitted and approved with signed Final Acceptance Form (**MSF-F011**) will be paid in full.
 - ii. Invoices not received within 90 days of final completion will be denied.
- G. Submit invoice and required documentation to the following:
- California Prison Industry Authority
Attention: Rick Cook
560 E Natoma Street
Folsom CA 95630
- H. All invoice packages must contain original documents and be legible. Failure to provide original, legible documents will delay payment at Contractor's expense.
- I. Accurate/correct invoice packages must be submitted for review and payment in a timely manner subject to the following:
- i. All invoices, including revised/amended/corrected invoices, must be received by CALCTRA within 60 days from the date services were rendered.
 - ii. Invoices received by CALCTRA more than 60 days after the date services were rendered will be denied, deemed a forfeiture of payment by Contractor, and no payment will be issued.
 - a. It is Contractor's responsibility to ensure invoices are received by CALCTRA by the deadline. No exceptions will be allowed for invoice packages lost in transit unless supported by documentation that it should have arrived timely (i.e., proof of overnight delivery).
 - b. If a revision/amendment/correction of a timely submitted invoice is requested by CALCTRA, payment will not be forfeited if the requested invoice is received more than 60 days after the date services were rendered.

- iii. All invoices received shall be deemed accurate/correct unless Contractor provides CALCTRA written notice of any error(s) within 60 days from the date services were rendered. Written notice must include a written explanation of the change, a revised/amended/corrected invoice, and supporting documentation.
 - iv. Invoices received by CALCTRA on the 60th day from the date services were rendered cannot be revised/amended/corrected by Contractor except at the request of CALCTRA.
- J. Contractors unable to provide accurate/correct invoice packages in a timely manner may receive a vendor performance report for failure to meet contract needs. Patterns related to failed vendor performance may result in termination of contract at any time.

2. AVAILABILITY OF FUNDS

All financial obligations of CALCTRA for the fiscal year(s) encompassed by the term of this agreement are subject to the availability and approval of funding by the California Correctional Training and Rehabilitation Board and/or the presence of sufficient funds to cover those obligations in the fund from which those obligations are to be paid; if such funds are not available or approved, said obligations are null and void, and CALCTRA may immediately terminate this agreement. If such obligations are or become contingent on funding by and/or through the CALCTRA budget or on the availability of federal funds or on the action of any Legislative body, said obligations are contingent on the appropriation and availability of funds for the purpose of meeting those obligations. If insufficient funds are approved or appropriated or otherwise available in order to meet CALCTRA's obligations under this agreement, CALCTRA may immediately terminate this agreement.

3. PROMPT PAYMENT CLAUSE

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

4. CASH DISCOUNTS

CALCTRA has a history of taking cash discounts and intends to take advantage of cash discounts offered when they are in the best interest of CALCTRA. Discount terms must be stated on the invoice.

ATTACHMENT C COST SHEET

THE STATE OF CALIFORNIA
PRISON INDUSTRY AUTHORITY

FROM: _____
(Name of Bidding Firm)

DELIVER TO: Business Services
560 East Natoma Street
Folsom, CA 95630-2200

FOR: MSF INSTALLATION-SOUTHERN REGION
#P06252601

The undersigned hereby proposes and agrees to furnish all labor, materials, and equipment, and to perform all work required for the above-named Project in the manner and time prescribed in the Request for Proposal and such addenda thereto as may be issued prior to bid opening date and in accordance with prevailing wage rates ascertained by the Department of Industrial Relations and set forth on the DIR web site <https://www.dir.ca.gov/OPRL/2022-1/PWD/index.htm> for General Prevailing Wage Rates as determined by the current DIR prevailing wage published rates. The Bid Price, set forth below in clear legible figures, includes the cost of Bonds, insurance, sales tax, and every other item of expense, direct or indirect, incidental to the Bid Price. **Hourly rates may be adjusted based on the DIR's scheduled predetermined increases.**

Part 1: Monolithic Product Line

Modular Systems Service	Estimated Annual Sales Dollars (List Price) OR Hours		% of List Price or Hourly Rate		Extended Annual Bid	Three-Year Total (Annual Total x 3)
* 1. Installation	\$ 2,000,000.00	X	_____ % of List	=	\$	
* 2. Reconfigures	\$ 500,000.00	X	_____ % of List	=	\$	
**3. Hourly	250	X	\$ _____ /HR	=	\$	

TOTAL Part 1 \$ _____

Part 2: Frame and Tile Product Line

Modular Systems Service	Estimated Annual Sales Dollars (List Price) OR Hours		% of List Price or Hourly Rate		Extended Annual Bid	Three-Year Total (Annual Total x 3)
* 1. Installation	\$ 10,000,000.00	X	_____ % of List	=	\$	
* 2. Reconfigures	\$ 2,000,000.00	X	_____ % of List	=	\$	
**3. Hourly	500	X	\$ _____ /HR	=	\$	

TOTAL Part 2 \$ _____

Part 3: Freestanding Furniture

Free Standing Service	Estimated Annual Units		Hourly Rate		Extended Annual Bid	Three-Year Total (Annual Total x 3)
1.Set In Place	50	X	\$ _____ /HR	=	\$	
2. Hourly Repairs	50	X	\$ _____ /HR	=	\$	

TOTAL Part 3 \$ _____

DISCOUNT: _____ % Cash discount for payment within _____ days of receipt.
(See Attachment N Instructions to Bidders Item 19 for details)

IMPORTANT - READ BEFORE SIGNING: Cost Sheet must be executed in same name-style in which the bidder is licensed. Bidder bidding jointly or as a combination of several business organizations is specially cautioned that such bidder must be jointly licensed in the same form and style in which the bid is executed. If making a bid as a joint venture, each person submitting the bid shall provide the information required below with respect to his or her licensure. The undersigned Bidder certifies and agrees to provide the information and comply with the requirements contained in Articles 1 through 8 on the following pages of the Cost Sheet. By signing, Bidder swears under penalty of perjury that the conditions of Articles 1-8 are true.

Legal Name of Bidder: _____ Federal I.D. No.: _____

Contractor's License No.: _____ License Expiration Date _____ License Classification: _____

Business Address _____
(Street and/or P.O. Box) (City) (State) (Zip)

E-Mail Address: _____

Business Telephone No.: _____ Facsimile No.: _____

SIGN HERE ----->

Signature of Bidder

Print Name and Title of Bidder

Executed this _____ day of _____, 20____ at _____, California.

ARTICLE 1 – BIDDER'S BUSINESS IDENTIFICATION

THIS BID IS SUBMITTED BY (check one):

☐

Individual

☐

Partnership

☐

Joint Venture

☐

Corporation

State in which Incorporated

NOTE: If Bidder is a corporation, the State in which incorporated shall be inserted above and the legal name of the corporation shall be set forth on Page 1, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Bidder is a partnership, the true name of the firm shall be set forth on Page 1, together with the signature of a partner authorized to sign contract in behalf of the partnership; and if Bidder is an individual, that person's signature shall be placed on Page 1. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Department prior to opening bids or submitted with the bid; otherwise, the bid will be regarded as irregular and unauthorized. If bid is submitted by partnership or joint venture, the members are:

ARTICLE 2 – CERTIFICATIONS - BID DEPOSITORY AND FEDERAL COURT FINDINGS

2.1 By signing this Cost Sheet, Bidder certifies that in preparation of this Cost Sheet, no bid was received by the bidder from a bid depository, which depository (as to any portion of the work) prohibits or imposes sanctions for the obtaining by bidder, or the submission to bidder by any subcontractor or vendor or supplier of goods and services, of a bid outside the bid depository. This certification shall constitute a warranty, the falsity of which shall entitle the State to pursue any remedy authorized by law, and shall include the right, at the option of the State, of declaring any contract made as a result thereof to be void.

2.2 By signing this Cost Sheet, Bidder swears under penalty of perjury that representations of the bid with respect to bidder's license are true and that no more than one final un-appealable finding of contempt of court by a Federal Court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a Federal Court which orders the Contractor to comply with an order of the National Labor Relations Board.

ARTICLE 3 – STATEMENT OF COMPLIANCE - NONDISCRIMINATION

Bidder (hereinafter referred to as "prospective contractor" in this Statement), by signing this Cost Sheet, hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 (a-f), and CCR, Title 2, Division 4, Chapter 5, Section 8103, in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program; as set forth in the General Conditions of the Contract for Construction. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicants for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical disability (cancer), age (over 40), marital status, and denial of family care leave.

ARTICLE 4 – SMALL/DVBE BUSINESS CERTIFICATION

For accounting reporting purposes, please provide the following information: Are you certified with the California Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:

a. California Small Business	Micro Business	b. Disabled Veteran Business Enterprise
Yes ☐ No ☐	Yes ☐ No ☐	Yes ☐ No ☐
If yes, enter certification	SIC # _____	If yes, enter your service code below:
number below:	Expiration Date: _____	

COMPANY NAME OF BIDDER: _____

ARTICLE 5 – QUESTIONNAIRE

5.1 In accordance with Public Contract Code, Section 10162, the Bidder shall complete the following questionnaire:

5.1.1 Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State or Local government project because of a violation of law or a safety regulation?

Yes ☐ No ☐

5.1.2 Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever received a safety violation or failed to file notifications to the Cal-OSHA, Federal OSHA, or EPA Agencies for employee records as required by CCR, Title 8, Section 5208 and CFR 40, Part 61?

Yes ☐ No ☐

If the answer to either 5.1.1 or 5.1.2 above is "Yes", then give the date(s) of the citation(s) or failure to make notifications and explain the circumstances by attachment to this Cost Sheet.

ARTICLE 6 – NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

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

ARTICLE 7 – ADDENDA

In submitting this bid, Bidder represents that Bidder has examined copies of all the Contract Documents and acknowledges receipt of the following addenda:

Addendum No.: _____	Date: _____	Addendum No.: _____	Date: _____
Addendum No.: _____	Date: _____	Addendum No.: _____	Date: _____
Addendum No.: _____	Date: _____	Addendum No.: _____	Date: _____

Failure to acknowledge on the Bid Form receipt of an addendum shall not in itself be cause for withdrawal or rejection of bids, if it can be shown that bidder did, in fact, receive such addendum prior to bid opening.

FROM: _____
(Name of Bidding Firm)

Company Name of Bidder: _____

Project Name: _____

ARTICLE 8 – LIST OF PROPOSED SUBCONTRACTORS

Listed hereinafter are the **name** and **location** of all subcontractors who will be employed, and the **kind of work** which each will perform if the contract is awarded to the undersigned. I understand that under Public Contract Code Section 4100, et. seq., I must here clearly set forth the name and location of each subcontractor who will perform work or labor or render service to me in or about the construction of the work in an amount in excess of one-half of one percent (1/2 of 1%), of my total bid, and that as to any work in which I fail to do so, I agree to perform that portion myself or be subject to penalty under the act. (Note: In case more than one subcontractor is named for the same kind of work, state the portion that each will perform. Vendors or suppliers of materials only need not be listed.) Notwithstanding General Conditions Paragraph 1.1, the definition of a **SUBCONTRACTOR** for the purposes of the Subletting and Subcontracting law is as follows: A trade Contractor who is licensed with the Contractors' State License Board with an A, B, C or D classification, as defined pursuant to PCC Section 4113 and Chapter 9 of the Business and Professions Code.

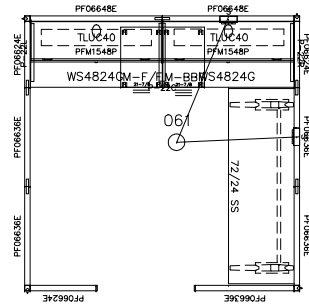
C-16 or C-57 subcontractors must contract directly with the prime contractor and must be first-tier subcontractors.

(If further space is required for the List of Proposed Subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of the Bid Form.)

Failure to list Kind of Work, Name, or Location shall cause the bid to be rejected as non-responsive.

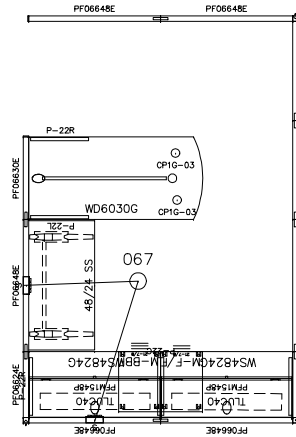
<u>Kind of Work</u>	<u>Name</u>	<u>Location (City)</u>	<u>License No.</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

8'x8' COMPASS TYPICAL



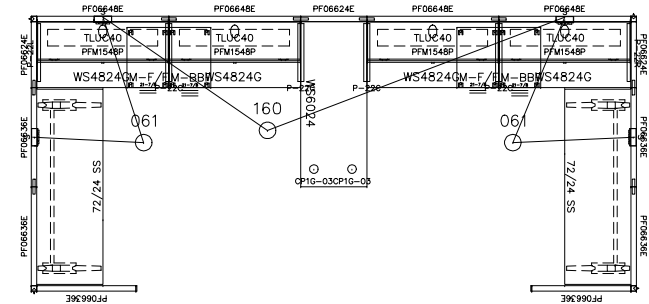
\$25,726.00

12'x8' COMPASS TYPICAL



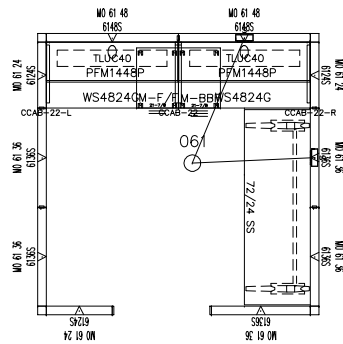
\$29,339.00

18'x8' COMPASS TYPICAL



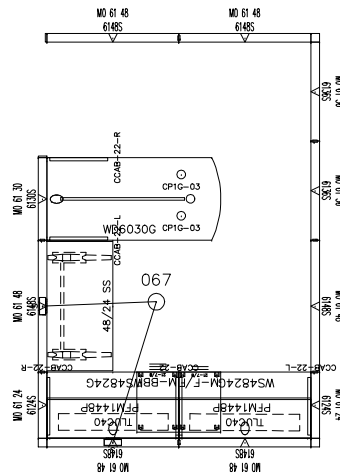
\$44,595.00

8'x8' GALAXY TYPICAL



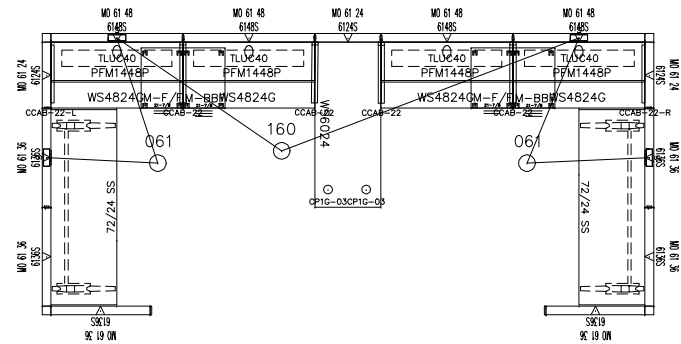
\$37,222.00

12'x8' GALAXY TYPICAL



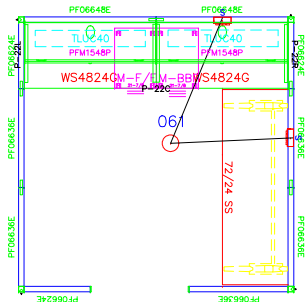
\$42,202.00

18'x8' GALAXY TYPICAL



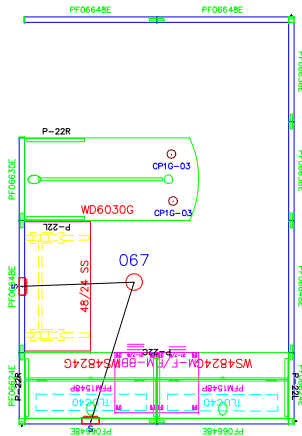
\$61,937.00

8'x8' COMPASS TYPICAL



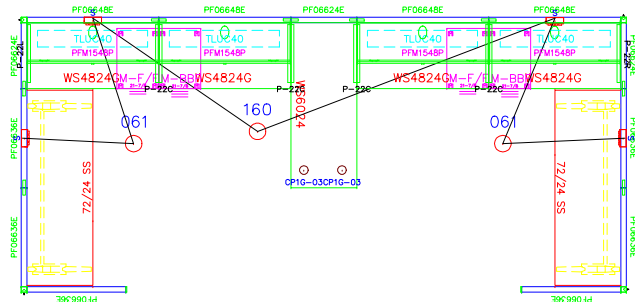
\$25,726.00

12'x8' COMPASS TYPICAL



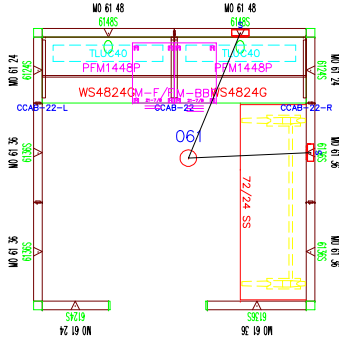
\$29,339.00

18'x8' COMPASS TYPICAL



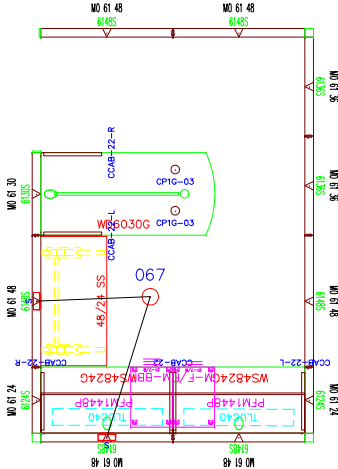
\$44,595.00

8'x8' GALAXY TYPICAL



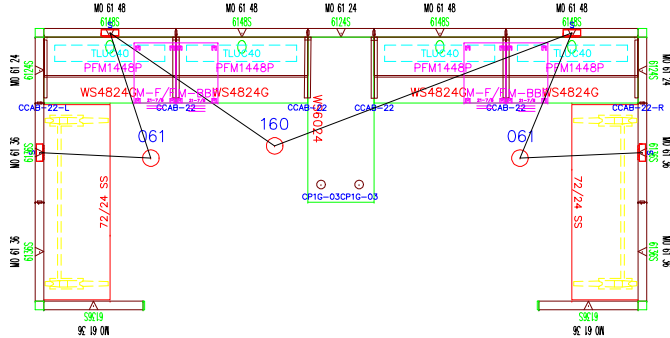
\$37,222.00

12'x8' GALAXY TYPICAL



\$42,202.00

18'x8' GALAXY TYPICAL



\$61,937.00

8X8 COMPASS TYPICAL

1 of 1

Item	Cat	Part Numbe	Part Description	Qty	List	Sell	Ext List	Ext Sell	Alias 1
1	BAT	569103.100 0 02	Task Light,LUNGO,LED,40" Under Cabinet W/ Occupancy Sensor COLOR: Grey	2	\$ 825.00	\$ 825.00	\$ 1,650.00	\$ 1,650.00	
2	BAT	714806 .0 2 30	Electric Height Adjustable Table 72X24 Silver, No Grommet Data Management LAM: Studio Teak	1	\$ 2,710.00	\$ 2,710.00	\$ 2,710.00	\$ 2,710.00	
3	BCS	C-EH84-61	CONNECTOR HARNESS, 8 WIRE 4 CIRCUIT, 61"	1	\$ 451.00	\$ 451.00	\$ 451.00	\$ 451.00	
4	BCS	C-EM84-S	BASE ELECTRIC, POWER MODULE, SINGLE SIDED	2	\$ 411.00	\$ 411.00	\$ 822.00	\$ 822.00	
5	BCS	C-WS0G-48 24 SGS 30	STRAIGHT WORK SURFACE,48 X 24,W/ GROMMET Square Grommet Studio Teak	2	\$ 758.00	\$ 758.00	\$ 1,516.00	\$ 1,516.00	
6	BMG	ML-A-2109 P112 A	Mobile, F/F, 26-7/8H x 21-7/8D x 15-1/4W Silver (2) 12" File Drawer Dividers	1	\$ 1,283.00	\$ 1,283.00	\$ 1,283.00	\$ 1,283.00	
7	BMG	ML-A-2111 P112 A	Mobile, B/B/F, 26-7/8Hx21-7/8Dx15-1/4W Silver (2)6"Dvdr(1)12"Dvdr(1)Pcl Tray	1	\$ 1,461.00	\$ 1,461.00	\$ 1,461.00	\$ 1,461.00	
8	BSL	L-CCAB-P-2 2	CANTILEVER ARM,22"DEEP,BLACK,INTERME...	1	\$ 116.00	\$ 116.00	\$ 116.00	\$ 116.00	
9	BSL	L-CCAB-P-2 2-L	CANTILEVER ARM,22"DEEP,BLACK,LEFT HA...	1	\$ 116.00	\$ 116.00	\$ 116.00	\$ 116.00	
10	BSL	L-CCAB-P-2 2-R	CANTILEVER ARM,22"DEEP,BLACK,RIGHT H...	1	\$ 116.00	\$ 116.00	\$ 116.00	\$ 116.00	
11	BSL	L-HC2W-18 0-A	PANEL CONNECTION,FOR 2 WAY STRAIGHT,TYPE A,SAME HEIGHT	5	\$ 38.00	\$ 38.00	\$ 190.00	\$ 190.00	
12	BSL	L-HC2W-90- A	PANEL CONNECTION,FOR 2 WAY 90 DEGREE,TYPE A,SAME HEI...	4	\$ 85.00	\$ 85.00	\$ 340.00	\$ 340.00	
13	BSL	L-HETF-66 P112	END TRIM,FULL,66"H,STANDARD Silver	2	\$ 155.00	\$ 155.00	\$ 310.00	\$ 310.00	
14	BSL	L-HFNR-66 P112	90 DEGREE PANEL FILLER,66"H Silver	4	\$ 334.00	\$ 334.00	\$ 1,336.00	\$ 1,336.00	
15	BSL	L-HUFC-02 P112	UNIVERSAL FILLER TOP CAP,2"W X 2"D Silver	4	\$ 16.00	\$ 16.00	\$ 64.00	\$ 64.00	
16	BSL	L-PPF0-662 4-E P112 ~GC FSand	STANDARD PANEL,FABRIC,66"HX24"W,PO... Silver Grade C Fabrics Flair - Sand [Discontinued]	3	\$ 939.00	\$ 939.00	\$ 2,817.00	\$ 2,817.00	
17	BSL	L-PPF0-663 6-E P112 ~GC FSand	STANDARD PANEL,FABRIC,66"HX36"W,PO... Silver Grade C Fabrics Flair - Sand [Discontinued]	5	\$ 1,114.00	\$ 1,114.00	\$ 5,570.00	\$ 5,570.00	
18	BSL	L-PPF0-664 8-E P112 ~GC FSand	STANDARD PANEL,FABRIC,66"HX48"W,PO... Silver Grade C Fabrics Flair - Sand [Discontinued]	2	\$ 1,278.00	\$ 1,278.00	\$ 2,556.00	\$ 2,556.00	
19	BSL	L-SPFM-154 8-P P112	PANEL MTD FLIPPER CAB,W/MTL FACE,16"HX15"DX48"W,W/PNE... Silver	2	\$ 1,151.00	\$ 1,151.00	\$ 2,302.00	\$ 2,302.00	
			Grand Total				\$ 25,726.00	\$ 25,726.00	

12X8 COMPASS TYPICAL

Item	Cat	Part Number	Part Description	Qty	List	Sell	Ext List	Ext Sell	Alias 1
1	BAT	569103.100002	Task Light,LUNGO,LED,40" Under Cabinet W/ Occupancy Sensor COLOR: Grey	2	\$ 825.00	\$ 825.00	\$ 1,650.00	\$ 1,650.00	
2	BAT	714802	Electric Height Adjustable Table 48X24	1	\$ 2,523.00	\$ 2,523.00	\$ 2,523.00	\$ 2,523.00	
		.0230	Silver, No Grommet Data Management LAM: Studio Teak						
3	BCS	C-EH84-67	CONNECTOR HARNESS, 8 WIRE 4 CIRCUIT, 67"	1	\$ 480.00	\$ 480.00	\$ 480.00	\$ 480.00	
4	BCS	C-EM84-S	BASE ELECTRIC, POWER MODULE, SINGLE SIDED	2	\$ 411.00	\$ 411.00	\$ 822.00	\$ 822.00	
5	BCS	C-WD0G-6030SGS3030P112	D TABLE, PANEL MOUNTED,60 X 30,W/ GROMMET Square Grommet Studio Teak Studio Teak Silver	1	\$ 1,483.00	\$ 1,483.00	\$ 1,483.00	\$ 1,483.00	
6	BCS	C-WS0G-4824SGS30	STRAIGHT WORK SURFACE,48 X 24,W/ GROMMET Square Grommet Studio Teak	2	\$ 758.00	\$ 758.00	\$ 1,516.00	\$ 1,516.00	
7	BMG	ML-A-2109	Mobile, F/F, 26-7/8H x 21-7/8D x 15-1/4W	1	\$ 1,283.00	\$ 1,283.00	\$ 1,283.00	\$ 1,283.00	
		P112A	Silver (2) 12" File Drawer Dividers						
8	BMG	ML-A-2111	Mobile, B/B/F, 26-7/8Hx21-7/8Dx15-1/4W	1	\$ 1,461.00	\$ 1,461.00	\$ 1,461.00	\$ 1,461.00	
		P112A	Silver (2)6"Dvdr(1)12"Dvdr(1)Pcl Tray						
9	BSL	C-CP1G-03	SINGLE POST, 3" DIA, STATIONARY, W/GLIDE	2	\$ 276.00	\$ 276.00	\$ 552.00	\$ 552.00	
		P112	Silver						
10	BSL	L-CCAB-P-22	CANTILEVER ARM,22"DEEP,BLACK,INTERMEDIATE,...	1	\$ 116.00	\$ 116.00	\$ 116.00	\$ 116.00	
11	BSL	L-CCAB-P-22-L	CANTILEVER ARM,22"DEEP,BLACK,LEFT HAND,FO...	2	\$ 116.00	\$ 116.00	\$ 232.00	\$ 232.00	
12	BSL	L-CCAB-P-22-R	CANTILEVER ARM,22"DEEP,BLACK,RIGHT HAND,F...	2	\$ 116.00	\$ 116.00	\$ 232.00	\$ 232.00	
13	BSL	L-HC2W-180-A	PANEL CONNECTION,FOR 2 WAY STRAIGHT,TYPE A,SAME HEIGHT	7	\$ 38.00	\$ 38.00	\$ 266.00	\$ 266.00	
14	BSL	L-HC2W-90-A	PANEL CONNECTION,FOR 2 WAY 90 DEGREE,TYPE A,SAME HEIGHT	3	\$ 85.00	\$ 85.00	\$ 255.00	\$ 255.00	
15	BSL	L-HETF-66	END TRIM,FULL,66"H,STANDARD	2	\$ 155.00	\$ 155.00	\$ 310.00	\$ 310.00	
		P112	Silver						
16	BSL	L-HFNR-66	90 DEGREE PANEL FILLER,66"H	3	\$ 334.00	\$ 334.00	\$ 1,002.00	\$ 1,002.00	
		P112	Silver						
17	BSL	L-HUFC-02	UNIVERSAL FILLER TOP CAP,2"W X 2"D	3	\$ 16.00	\$ 16.00	\$ 48.00	\$ 48.00	
		P112	Silver						
18	BSL	L-PPF0-6624-E	STANDARD PANEL,FABRIC,66"HX24"W,POWER C...	2	\$ 939.00	\$ 939.00	\$ 1,878.00	\$ 1,878.00	
		P112~GCFSand	Silver Grade C Fabrics Flair - Sand [Discontinued]						
19	BSL	L-PPF0-6630-E	STANDARD PANEL,FABRIC,66"HX30"W,POWER C...	1	\$ 1,032.00	\$ 1,032.00	\$ 1,032.00	\$ 1,032.00	
		P112~GCFSand	Silver Grade C Fabrics Flair - Sand [Discontinued]						

Item	Cat	Part Number	Part Description	Qty	List	Sell	Ext List	Ext Sell	Alias 1
20	BSL	L-PPF0-663	STANDARD 6-E P112 ~GC FSand Flair - Sand [Discontinued]	2	\$ 1,114.00	\$ 1,114.00	\$ 2,228.00	\$ 2,228.00	
21	BSL	L-PPF0-664	STANDARD 8-E P112 ~GC FSand Flair - Sand [Discontinued]	6	\$ 1,278.00	\$ 1,278.00	\$ 7,668.00	\$ 7,668.00	
22	BSL	L-SPFM-154	PANEL MTD FLIPPER CAB,W/MTL 8-P P112 Silver	2	\$ 1,151.00	\$ 1,151.00	\$ 2,302.00	\$ 2,302.00	
Grand Total							\$ 29,339.00	\$ 29,339.00	

18X8 COMPASS TYPICAL

Item	Cat	Part Number	Part Description	Qty	List	Sell	Ext List	Ext Sell	Alias 1
1	BAT	569103.100002	Task Light,LUNGO,LED,40" Under Cabinet W/ Occupancy Sensor COLOR: Grey	4	\$ 825.00	\$ 825.00	\$ 3,300.00	\$ 3,300.00	
2	BAT	714806.0230	Electric Height Adjustable Table 72X24 Silver, No Grommet Data Management LAM: Studio Teak	2	\$ 2,710.00	\$ 2,710.00	\$ 5,420.00	\$ 5,420.00	
3	BCS	C-CP1G-03P112	SINGLE POST, 3" DIA, STATIONARY, W/GLIDE Silver	2	\$ 276.00	\$ 276.00	\$ 552.00	\$ 552.00	
4	BCS	C-EH84-160	CONNECTOR HARNESS, 8 WIRE 4 CIRCUIT, 160"	1	\$ 1,068.00	\$ 1,068.00	\$ 1,068.00	\$ 1,068.00	
5	BCS	C-EH84-61	CONNECTOR HARNESS, 8 WIRE 4 CIRCUIT, 61"	2	\$ 451.00	\$ 451.00	\$ 902.00	\$ 902.00	
6	BCS	C-EM84-S	BASE ELECTRIC, POWER MODULE, SINGLE SIDED	4	\$ 411.00	\$ 411.00	\$ 1,644.00	\$ 1,644.00	
7	BCS	C-WS00-602430	STRAIGHT WORK SURFACE, 60 X 24 Studio Teak	1	\$ 922.00	\$ 922.00	\$ 922.00	\$ 922.00	
8	BCS	C-WS0G-4824SGS30	STRAIGHT WORK SURFACE,48 X 24,W/ GROMMET Square Grommet Studio Teak	4	\$ 758.00	\$ 758.00	\$ 3,032.00	\$ 3,032.00	
9	BMG	ML-A-2109P112A	Mobile, F/F, 26-7/8H x 21-7/8D x 15-1/4W Silver (2) 12" File Drawer Dividers	2	\$ 1,283.00	\$ 1,283.00	\$ 2,566.00	\$ 2,566.00	
10	BMG	ML-A-2111P112A	Mobile, B/B/F, 26-7/8Hx21-7/8Dx15-1/4W Silver (2)6"Dvdr(1)12"Dvdr(1)Pcl Tray	2	\$ 1,461.00	\$ 1,461.00	\$ 2,922.00	\$ 2,922.00	
11	BSL	L-CCAB-P-22	CANTILEVER ARM,22"DEEP,BLACK,INTERMEDIATE,...	4	\$ 116.00	\$ 116.00	\$ 464.00	\$ 464.00	
12	BSL	L-CCAB-P-22-L	CANTILEVER ARM,22"DEEP,BLACK,LEFT HAND,FO...	1	\$ 116.00	\$ 116.00	\$ 116.00	\$ 116.00	
13	BSL	L-CCAB-P-22-R	CANTILEVER ARM,22"DEEP,BLACK,RIGHT HAND,FO...	1	\$ 116.00	\$ 116.00	\$ 116.00	\$ 116.00	
14	BSL	L-HC2W-180-A	PANEL CONNECTION,FOR 2 WAY STRAIGHT,TYPE A,SAME HEIGHT	8	\$ 38.00	\$ 38.00	\$ 304.00	\$ 304.00	
15	BSL	L-HC2W-90A	PANEL CONNECTION,FOR 2 WAY 90 DEGREE,TYPE A,SAME HEIGHT	4	\$ 85.00	\$ 85.00	\$ 340.00	\$ 340.00	
16	BSL	L-HETF-66P112	END TRIM,FULL,66"H,STANDARD Silver	2	\$ 155.00	\$ 155.00	\$ 310.00	\$ 310.00	
17	BSL	L-HFNR-66P112	90 DEGREE PANEL FILLER,66"H Silver	4	\$ 334.00	\$ 334.00	\$ 1,336.00	\$ 1,336.00	
18	BSL	L-HUFC-02P112	UNIVERSAL FILLER TOP CAP,2"W X 2"D Silver	4	\$ 16.00	\$ 16.00	\$ 64.00	\$ 64.00	
19	BSL	L-PPF0-6624-E P112 ~GC FSand	STANDARD PANEL,FABRIC,66"HX24"W,POWER C... Silver Grade C Fabrics Flair - Sand [Discontinued]	3	\$ 939.00	\$ 939.00	\$ 2,817.00	\$ 2,817.00	
20	BSL	L-PPF0-6636-E P112 ~GC FSand	STANDARD PANEL,FABRIC,66"HX36"W,POWER C... Silver Grade C Fabrics Flair - Sand [Discontinued]	6	\$ 1,114.00	\$ 1,114.00	\$ 6,684.00	\$ 6,684.00	
21	BSL	L-PPF0-6648-E P112 ~GC FSand	STANDARD PANEL,FABRIC,66"HX48"W,POWER C... Silver Grade C Fabrics Flair - Sand [Discontinued]	4	\$ 1,278.00	\$ 1,278.00	\$ 5,112.00	\$ 5,112.00	

Item	Cat	Part Number	Part Description	Qty	List	Sell	Ext List	Ext Sell	Alias 1
22	BSL	L-SPFM-154 8-P P112	PANEL MTD FLIPPER CAB,W/MTL FACE,16"HX15"DX48"W,W/PNEU SLIDE Silver	4	\$ 1,151.00	\$ 1,151.00	\$ 4,604.00	\$ 4,604.00	
			Grand Total				\$ 44,595.00	\$ 44,595.00	

Item	Cat	Part Numbe	Part Description	Qty	List	Sell	Ext List	Ext Sell	Alias 1
1	BAT	569103.100 0 02	Task Light,LUNGO,LED,40" Under Cabinet W/ Occupancy ... COLOR: Grey	2	\$ 825.00	\$ 825.00	\$ 1,650.00	\$ 1,650.00	
2	BAT	714806 0 2 30	Electric Height Adjustable Table 72X24 Silver, No Grommet Data Management LAM: Studio Teak	1	\$ 2,710.00	\$ 2,710.00	\$ 2,710.00	\$ 2,710.00	
3	BCS	C-CCAB-22	CANTILEVER ARM, 22D, BLACK, CENTER	1	\$ 210.00	\$ 210.00	\$ 210.00	\$ 210.00	
4	BCS	C-CCAB-22- L	CANTILEVER ARM, 22D, BLACK, LH	1	\$ 210.00	\$ 210.00	\$ 210.00	\$ 210.00	
5	BCS	C-CCAB-22- R	CANTILEVER ARM, 22D, BLACK, RH	1	\$ 210.00	\$ 210.00	\$ 210.00	\$ 210.00	
6	BCS	C-EH84-61	CONNECTOR HARNESS, 8 WIRE 4 CIRCUIT, 61"	1	\$ 451.00	\$ 451.00	\$ 451.00	\$ 451.00	
7	BCS	C-EM84-S	BASE ELECTRIC, POWER MODULE, SINGLE SIDED	2	\$ 411.00	\$ 411.00	\$ 822.00	\$ 822.00	
8	BCS	C-HET0-61 THN	END TRIM, TOP CAP MATCHING, 61H Thin	2	\$ 216.00	\$ 216.00	\$ 432.00	\$ 432.00	
9	BCS	C-HFNR-61 THN	FILLER, 90 DEGREE, 61"H Thin	4	\$ 389.00	\$ 389.00	\$ 1,556.00	\$ 1,556.00	
10	BCS	C-HKP2P-6 1	PANEL FRAME SCREW KIT, 61"H	5	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
11	BCS	C-SOFM-14 48-P P112	FLIPPER CABINET, METAL FACE, W/ EASY DOWN SLID... Silver	2	\$ 2,512.00	\$ 2,512.00	\$ 5,024.00	\$ 5,024.00	
12	BCS	C-WSOG-48 24 SGS 30	STRAIGHT WORK SURFACE,48" X 24,W/ GROMMET Square Grommet Studio Teak	2	\$ 758.00	\$ 758.00	\$ 1,516.00	\$ 1,516.00	
13	BCS	M0 61 24	24" 61H Monolithic Fabric /w Powered Base	3	\$ 1,615.00	\$ 1,615.00	\$ 4,845.00	\$ 4,845.00	
14	BCS	M0 61 36	36" 61H Monolithic Fabric /w Powered Base	5	\$ 2,054.00	\$ 2,054.00	\$ 10,270.00	\$ 10,270.00	
15	BCS	M0 61 48	48" 61H Monolithic Fabric /w Powered Base	2	\$ 2,286.00	\$ 2,286.00	\$ 4,572.00	\$ 4,572.00	
16	BMG	ML-A-2109 P112 A	Mobile, F/F, 26-7/8H x 21-7/8D x 15-1/4W Silver (2) 12" File Drawer Dividers	1	\$ 1,283.00	\$ 1,283.00	\$ 1,283.00	\$ 1,283.00	
17	BMG	ML-A-2111 P112 A	Mobile, B/B/F, 26-7/8Hx21-7/8Dx15-1/4W Silver (2)6"Dvdr(1)12"Dvdr(1)Pcl Tray	1	\$ 1,461.00	\$ 1,461.00	\$ 1,461.00	\$ 1,461.00	
			Grand Total				\$ 37,222.00	\$ 37,222.00	

Item	Cat	Part Numbe	Part Description	Qty	List	Sell	Ext List	Ext Sell	Alias 1
1	BAT	569103.100002	Task Light,LUNGO,LED,40" Under Cabinet W/ Occupancy Sensor COLOR: Grey	2	\$ 825.00	\$ 825.00	\$ 1,650.00	\$ 1,650.00	
2	BAT	714802.0230	Electric Height Adjustable Table 48X24 Silver, No Grommet Data Management LAM: Studio Teak	1	\$ 2,523.00	\$ 2,523.00	\$ 2,523.00	\$ 2,523.00	
3	BCS	C-CCAB-22	CANTILEVER ARM, 22D, BLACK, CENTER	1	\$ 210.00	\$ 210.00	\$ 210.00	\$ 210.00	
4	BCS	C-CCAB-22-L	CANTILEVER ARM, 22D, BLACK, LH	2	\$ 210.00	\$ 210.00	\$ 420.00	\$ 420.00	
5	BCS	C-CCAB-22-R	CANTILEVER ARM, 22D, BLACK, RH	2	\$ 210.00	\$ 210.00	\$ 420.00	\$ 420.00	
6	BCS	C-CP1G-03P112	SINGLE POST, 3" DIA, STATIONARY, W/GLIDE Silver	2	\$ 276.00	\$ 276.00	\$ 552.00	\$ 552.00	
7	BCS	C-EH84-67	CONNECTOR HARNESS, 8 WIRE 4 CIRCUIT, 67"	1	\$ 480.00	\$ 480.00	\$ 480.00	\$ 480.00	
8	BCS	C-EM84-S	BASE ELECTRIC, POWER MODULE, SINGLE SIDED	2	\$ 411.00	\$ 411.00	\$ 822.00	\$ 822.00	
9	BCS	C-HET0-61THN	END TRIM, TOP CAP MATCHING, 61H Thin	2	\$ 216.00	\$ 216.00	\$ 432.00	\$ 432.00	
10	BCS	C-HFNR-61THN	FILLER, 90 DEGREE, 61"H Thin	3	\$ 389.00	\$ 389.00	\$ 1,167.00	\$ 1,167.00	
11	BCS	C-HKP2P-61	PANEL FRAME SCREW KIT, 61"H	7	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
12	BCS	C-SOFM-1448-P P112	FLIPPER CABINET, METAL FACE, W/ EASY DOWN SLIDE, 48W X 14D Silver	2	\$ 2,512.00	\$ 2,512.00	\$ 5,024.00	\$ 5,024.00	
13	BCS	C-WD0G-6030 SGS 30 30 P112	D TABLE, PANEL MOUNTED,60 X 30,W/ GROMMET Square Grommet Studio Teak Studio Teak Silver	1	\$ 1,483.00	\$ 1,483.00	\$ 1,483.00	\$ 1,483.00	
14	BCS	C-WS0G-4824 SGS 30	STRAIGHT WORK SURFACE,48 X 24,W/ GROMMET Square Grommet Studio Teak	2	\$ 758.00	\$ 758.00	\$ 1,516.00	\$ 1,516.00	
15	BCS	M0 61 24	24" 61H Monolithic Fabric /w Powered Base	2	\$ 1,615.00	\$ 1,615.00	\$ 3,230.00	\$ 3,230.00	
16	BCS	M0 61 30	30" 61H Monolithic Fabric /w Powered Base	1	\$ 1,705.00	\$ 1,705.00	\$ 1,705.00	\$ 1,705.00	
17	BCS	M0 61 36	36" 61H Monolithic Fabric /w Powered Base	2	\$ 2,054.00	\$ 2,054.00	\$ 4,108.00	\$ 4,108.00	
18	BCS	M0 61 48	48" 61H Monolithic Fabric /w Powered Base	6	\$ 2,286.00	\$ 2,286.00	\$ 13,716.00	\$ 13,716.00	
19	BMG	ML-A-2109P112 A	Mobile, F/F, 26-7/8H x 21-7/8D x 15-1/4W Silver (2) 12" File Drawer Dividers	1	\$ 1,283.00	\$ 1,283.00	\$ 1,283.00	\$ 1,283.00	
20	BMG	ML-A-2111P112 A	Mobile, B/B/F, 26-7/8Hx21-7/8Dx15-1/4W Silver (2)6"Dvdr(1)12"Dvdr(1)Pcl Tray	1	\$ 1,461.00	\$ 1,461.00	\$ 1,461.00	\$ 1,461.00	
			Grand Total				\$ 42,202.00	\$ 42,202.00	

Item	Cat	Part Numbe	Part Description	Qty	List	Sell	Ext List	Ext Sell	Alias 1
1	BAT	569103.100 0 02	Task Light,LUNGO,LED,40" Under Cabinet W/ Occupancy Sensor COLOR: Grey	4	\$ 825.00	\$ 825.00	\$ 3,300.00	\$ 3,300.00	
2	BAT	714806 .0 2 30	Electric Height Adjustable Table 72X24 Silver, No Grommet Data Management LAM: Studio Teak	2	\$ 2,710.00	\$ 2,710.00	\$ 5,420.00	\$ 5,420.00	
3	BCS	C-CCAB-22	CANTILEVER ARM, 22D, BLACK, CENTER	4	\$ 210.00	\$ 210.00	\$ 840.00	\$ 840.00	
4	BCS	C-CCAB-22-L	CANTILEVER ARM, 22D, BLACK, LH	1	\$ 210.00	\$ 210.00	\$ 210.00	\$ 210.00	
5	BCS	C-CCAB-22-R	CANTILEVER ARM, 22D, BLACK, RH	1	\$ 210.00	\$ 210.00	\$ 210.00	\$ 210.00	
6	BCS	C-CP1G-03 P112	SINGLE POST, 3" DIA, STATIONARY, W/GLIDE Silver	2	\$ 276.00	\$ 276.00	\$ 552.00	\$ 552.00	
7	BCS	C-EH84-160	CONNECTOR HARNESS, 8 WIRE 4 CIRCUIT, 160"	1	\$ 1,068.00	\$ 1,068.00	\$ 1,068.00	\$ 1,068.00	
8	BCS	C-EH84-61	CONNECTOR HARNESS, 8 WIRE 4 CIRCUIT, 61"	2	\$ 451.00	\$ 451.00	\$ 902.00	\$ 902.00	
9	BCS	C-EM84-S	BASE ELECTRIC, POWER MODULE, SINGLE SIDED	4	\$ 411.00	\$ 411.00	\$ 1,644.00	\$ 1,644.00	
10	BCS	C-HET0-61 THN	END TRIM, TOP CAP MATCHING, 61H Thin	2	\$ 216.00	\$ 216.00	\$ 432.00	\$ 432.00	
11	BCS	C-HFNR-61 THN	FILLER, 90 DEGREE, 61"H Thin	4	\$ 389.00	\$ 389.00	\$ 1,556.00	\$ 1,556.00	
12	BCS	C-HKP2P-61	PANEL FRAME SCREW KIT, 61"H	8	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
13	BCS	C-SOFM-14 48-P P112	FLIPPER CABINET, METAL FACE, W/ EASY DOWN SLIDE, 48W X 1... Silver	4	\$ 2,512.00	\$ 2,512.00	\$ 10,048.00	\$ 10,048.00	
14	BCS	C-WS00-60 24 30	STRAIGHT WORK SURFACE, 60 X 24 Studio Teak	1	\$ 922.00	\$ 922.00	\$ 922.00	\$ 922.00	
15	BCS	C-WS0G-48 24 SGS 30	STRAIGHT WORK SURFACE,48 X 24,W/ GROMMET Square Grommet Studio Teak	4	\$ 758.00	\$ 758.00	\$ 3,032.00	\$ 3,032.00	
16	BCS	M0 61 24	24" 61H Monolithic Fabric /w Powered Base	3	\$ 1,615.00	\$ 1,615.00	\$ 4,845.00	\$ 4,845.00	
17	BCS	M0 61 36	36" 61H Monolithic Fabric /w Powered Base	6	\$ 2,054.00	\$ 2,054.00	\$ 12,324.00	\$ 12,324.00	
18	BCS	M0 61 48	48" 61H Monolithic Fabric /w Powered Base	4	\$ 2,286.00	\$ 2,286.00	\$ 9,144.00	\$ 9,144.00	
19	BMG	ML-A-2109 P112 A	Mobile, F/F, 26-7/8H x 21-7/8D x 15-1/4W Silver (2) 12" File Drawer Dividers	2	\$ 1,283.00	\$ 1,283.00	\$ 2,566.00	\$ 2,566.00	
20	BMG	ML-A-2111 P112 A	Mobile, B/B/F, 26-7/8Hx21-7/8Dx15-1/4W Silver (2)6"Dvdr(1)12"Dvdr(1)Pcl Tray	2	\$ 1,461.00	\$ 1,461.00	\$ 2,922.00	\$ 2,922.00	
			Grand Total				\$ 61,937.00	\$ 61,937.00	

OUT-OF-AREA TRAVEL AND PER DIEM EXPENSES

Installation, punch and warranty work performed outside the 75-mile radius of the Contractor's regional office address on file with CALPIA will qualify for Out of Area per diem reimbursement. Travel time for driver begins when driver leaves the warehouse with product. Travel time for installer begins when installers arrive at the jobsite.

All travel per diem will be approved prior to work being performed. Refer to the rates outlined below for all reimbursable expenses.

1. Meals: Reimbursement for actual expenses subject to the following maximum rates

Breakfast	\$ 16.00	Receipts are not required for regular short-term travel meals.
Lunch	\$ 19.00	
Dinner	\$ 28.00	
Incidentals	\$5.00	Incidentals may be claimed after the first 24-hours of approved travel.

A. Trip less than 24 hours:

Trip begins at or before 6 a.m. and ends at or after 9 a.m.	Breakfast may be claimed
NO lunch may be claimed for travel less than 24 hours	
Trip begins at or before 4 p.m. and ends at or after 7 p.m.	Dinner may be claimed

B. Trip of 24 hours or more:

Trip begins at or before 6 a.m.	Breakfast may be claimed on the first day
Trip begins at or before 11 a.m.	Lunch may be claimed on the first day
Trip begins at or before 5 p.m.	Dinner may be claimed on the first day

C. On the fractional day of travel at the end of a trip of more than 24 hours:

Trip ends at or after 8 a.m.	Breakfast may be claimed on the last day
Trip ends at or after 2 p.m.	Lunch may be claimed on the last day
Trip ends at or after 7 p.m.	Dinner may be claimed on the last day

2. Lodging:

All counties except those listed below:	Actual up to \$110.00 plus tax per night Double Occupancy w/ Receipt
Napa	Actual up to \$246.00 plus tax per night Double Occupancy w/ Receipt
Riverside	Actual up to \$141.00 plus tax per night Double Occupancy w/ Receipt
Sacramento	Actual up to \$150.00 plus tax per night Double Occupancy w/ Receipt
Marin	Actual up to \$175.00 plus tax per night Double Occupancy w/ Receipt
Los Angeles, Orange, Ventura & Edwards AFB, excluding the City of Santa Monica	Actual up to \$191.00 plus tax per night Double Occupancy w/ Receipt
Monterey	Actual up to \$191.00 plus tax per night Double Occupancy w/ Receipt
San Diego	Actual up to \$199.00 plus tax per night Double Occupancy w/ Receipt
Alameda	Actual up to \$145.00 plus tax per night Double Occupancy w/ Receipt
San Mateo	Actual up to \$183.00 plus tax per night Double Occupancy w/ Receipt
Santa Clara	Actual up to \$192.00 plus tax per night Double Occupancy w/ Receipt
City of Santa Monica	Actual up to \$273.00 plus tax per night Double Occupancy w/ Receipt
San Francisco	Actual up to \$272.00 plus tax per night Double Occupancy w/ Receipt

(Note: If a trip of less than 24 hours includes an overnight stay, receipted lodging may be claimed.)

If lodging receipts are not submitted, reimbursement will be for meals only at the rate and time frames set forth above.

3. Out-of-Area Installations and Deliveries Premium Rates:

Out-of-Area product deliveries made by Contractor will be paid a premium at the rate of \$100.00 for deliveries in a vehicle up to and including one (1) ton, and \$200.00 for a vehicle over one (1) ton, with a limit of one vehicle per installation or delivery.

ATTACHMENT D

EXPERIENCE/PAST PERFORMANCE (REFERENCES)

Submission of this attachment is mandatory. Failure to complete and return this form with your bid will cause your bid to be rejected and deemed non-responsive, unless otherwise instructed in the Bid Submission section.

1. List all references where similar types of services were performed within the last three (3) years. Use additional sheets for complete narrative of services provided. If three references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Value or Cost of Service

Brief Description of Service Provided

REFERENCE 2

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Value or Cost of Service

Brief Description of Service Provided

REFERENCE 3

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Value or Cost of Service

Brief Description of Service Provided

ATTACHMENT E

PAST PERFORMANCE QUESTIONNAIRE

The California Prison Industry Authority (CALPIA) is seeking past performance information on a Contractor that submitted an offer for a project with CALPIA. We would greatly appreciate your input regarding the quality of the Contractor's past performance on the project listed below. Your completed questionnaire may be e-mailed to Rommel.Disuanco@calpia.ca.gov. Questions may be directed to Rommel Disuanco at (916) 358-1433.

CONTRACTOR IN QUESTION: _____

PROJECT NAME AND NUMBER IN QUESTION: _____

QUESTIONS

On a scale of 0 to 10, please rate the Contractor on following areas of performance (scale is defined with each factor).

1. How consistent is the Contractor in providing required staffing?

0 – Always lacking the assigned number of staff, or staff is always late in reporting.

10 – Always fully staffed in a timely manner

Rating: 0 1 2 3 4 5 6 7 8 9 10 (circle one)

Explanation of rating less than 8: _____

2. How consistent is the Contractor in meeting contract deadlines/milestones?

0 – Always late meeting contract milestones.

10 – Always on time and meets all deadlines

Rating: 0 1 2 3 4 5 6 7 8 9 10 (circle one)

Explanation of rating less than 8: _____

3. Rate the overall level of professionalism, attentiveness, and bearing of the Contractor's workforce.

0 – Contractor employees demonstrate a low level of understanding of their assignments, are often engaged in unauthorized activity, and are inattentive to their duties.

10 – Contractor employees always understand and carry out their jobs and are fully attentive to their duties

Rating: 0 1 2 3 4 5 6 7 8 9 10 (circle one)

Explanation of rating less than 8: _____

4. How effective is the Contractor in identifying potential problems and resolving them on their own?

0 – Contractor fails to identify and resolve problems on his own

10 – Contractor is always pro-active in identifying potential problems and recommending solutions

Rating: 0 1 2 3 4 5 6 7 8 9 10 (circle one)

Explanation of rating less than 8: _____

5. How effectively does the Contractor respond to problems presented to them?

0 – Contractor fails to react and successfully address problems presented to him by owner and tenant representatives.

10 – Contractor always reacts appropriately and successfully addresses problems presented to him by owner and tenant representatives.

Rating: 0 1 2 3 4 5 6 7 8 9 10 (circle one)

Explanation of rating less than 8: _____

6. Rate the Contractor's overall management of the project.

0 – Contractor is not proactive and services suffered due to lack of management.

10 – Services progressed smoothly, management was proactive and responsive, and the project was successful.

Rating: 0 1 2 3 4 5 6 7 8 9 10 (circle one)

Explanation of rating less than 8: _____

7. If you had a choice, would you hire this Contractor again? Why or why not?

8. In summary, would you describe the quality of the Contractor's services and overall performance as (check one):

- a. _____ significantly better than acceptable
- b. _____ slightly better than acceptable
- c. _____ acceptable
- d. _____ slightly less than acceptable
- e. _____ entirely unacceptable

Your Name: _____

Your Position: _____

Company Name: _____

Telephone No: _____ **Fax:** _____

E-mail address: _____

Contract Dollar Amount: _____ **Contract Dates:** _____

Contract Description:

ATTACHMENT F

BIDDER'S BOND

STATE OF CALIFORNIA

CALIFORNIA PRISON INDUSTRY AUTHORITY

KNOW ALL MEN BY THESE PRESENTS:

That we,

_____ as Principal, and

_____ as Surety, are held and firmly bound unto the State of California, hereinafter called the State, in the penal sum of ten percent (10%) of the total amount of the bid of the Principal above named, submitted by said Principal to the State of California, California Prison Industry Authority, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such that:

WHEREAS, the Principal has submitted the above-mentioned bid to the State of California, California Prison Industry Authority, for certain construction specifically described as follows, for which bids are to be opened at 560 East Natoma Street, Folsom, CA 95630 on

_____ for _____

(insert date of bid opening)

(Copy here the exact description of work, including location, as it appears on the proposal)

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the two bonds with the Department, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20____.

(SEAL)

(SEAL)

(SEAL)

Principal

(SEAL)

(SEAL)

(SEAL)

Surety

NOTE: Signatures of those executing for the Surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On this _____ day of _____ in the year of 20____ before me, a notary public in and for the county and state aforesaid, personally appeared, _____ known to me to be the person whose name is subscribed to the within instrument and known to me to be the attorney-in-fact of _____ and acknowledged to me that he subscribed the name of the said company thereto as surety, and his own name as attorney-in-fact.

(SEAL)

Notary Public

ATTACHMENT G

PAYMENT BOND TO ACCOMPANY CONSTRUCTION CONTRACT
(Civil Code Section 3247)

BOND NO. _____

The premium on this bond is _____ for the term of Agreement Number _____ (PCU ____)

Know All Men By These Presents:

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

Project Title: _____

Project Location: _____

WHEREAS, The provisions of Civil Code Section 3247 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 _____ and No/100 (\$ _____ .00), 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 3181, 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 3181 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 Chapter 7, Title 15, Part 4, Division 3 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)

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

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

under the laws of the State of California.

X
(SIGNATURE OF ATTORNEY IN FACT)

ATTACHMENT H
PAYMENT BOND TO ACCOMPANY CONSTRUCTION CONTRACT
(Civil Code Section 3247)

BOND NO. _____

The premium on this bond is _____ for the term of Agreement Number _____ (PCU ____)

Know All Men By These Presents:

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

Project Title: _____

Project Location: _____

WHEREAS, The provisions of Civil Code Section 3247 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 _____ **and** **No/100 (\$** _____ **.00)**, 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 3181, 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 3181 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 Chapter 7, Title 15, Part 4, Division 3 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)

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

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

under the laws of the State of California.

 X
(SIGNATURE OF ATTORNEY IN FACT)

ATTACHMENT I
PERFORMANCE BOND TO ACCOMPANY
CONSTRUCTION CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, The State of California, acting by and through the California Prison Industry Authority has awarded to _____ *(Contractor Name)*, _____ *(Status of Firm)*, existing under and by virtue of the laws of the State of California as Contractor, a contract for the work described as follows:

(PROJECT DESCRIPTION)

AND WHEREAS, Said Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof;

NOW, THEREFORE, We the undersigned Contractor and surety are held and firmly bound unto the State of California in the sum \$ _____ *(Written dollar value and No/100)* \$ _____ *(numeric value)* to be paid to the State or its certain attorney, its successors and assigns; for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH,

That if the above bounded Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the State of California, its officers and agents, as therein stipulated, then this obligation shall become and be null and void, otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 200 _____

By _____
Contractor

Name and Address of Surety (SEAL)

By _____
Attorney-in-Fact

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF _____

On this _____ day of _____ in the year of 20____ before me, a notary public in and for the county and state aforesaid, personally appeared, _____ known to me to be the person whose name is subscribed to the within instrument and known to me to be the attorney-in-fact of _____ and acknowledged to me that he subscribed the name of the said company thereto as surety, and his own name as attorney-in-fact.

NOTARY PUBLIC

(SEAL)
PAYB/PW REV-0311

MSF Installation Services - SoCal

ATTACHMENT J

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, The State of California, acting by and through the California Prison Industry Authority has awarded to _____ *(Contractor Name)*, _____ *(Status of Firm)*, existing under and by virtue of the laws of the State of California as Contractor, a contract for the work described as follows:

(PROJECT DESCRIPTION)

AND WHEREAS, Said Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof;

NOW, THEREFORE, We the undersigned Contractor and surety are held and firmly bound unto the State of California in the sum \$ _____ *(Written dollar value and No/100)* \$ _____ *(numeric value)* to be paid to the State or its certain attorney, its successors and assigns; for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH,

That if the above bounded Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the State of California, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 200 _____

By _____
Contractor

Name and Address of Surety (SEAL)

By _____
Attorney-in-Fact

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF _____

On this _____ day of _____ in the year of 20____ before me, a notary public in and for the county and state aforesaid, personally appeared, _____ known to me to be the person whose name is subscribed to the within instrument and known to me to be the attorney-in-fact of _____ and acknowledged to me that he subscribed the name of the said company thereto as surety, and his own name as attorney-in-fact.

NOTARY PUBLIC

(SEAL)
PAYB/PW REV-0311

ATTACHMENT K1

Print Form

Reset Form

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

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

STD 204 (Rev. 03/2021)

Section 1 – Payee Information

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

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

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

CITY, STATE, ZIP CODE

E-MAIL ADDRESS

Section 2 – Entity Type

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

☐ **SOLE PROPRIETOR / INDIVIDUAL**

☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*

☐ **PARTNERSHIP**

☐ **ESTATE OR TRUST**

☐ **CORPORATION** (see instructions on page 2)

☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)

☐ **LEGAL** (e.g., attorney services)

☐ **EXEMPT** (e.g., nonprofit)

☐ **ALL OTHERS**

Section 3 – Tax Identification Number

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

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

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

_____ - _____ - _____

OR

Federal Employer Identification Number (FEIN)

_____ - _____ - _____

Section 4 – Payee Residency Status (See instructions)

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

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

☐ No services performed in California

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

Section 5 – Certification

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

Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE

TITLE

E-MAIL ADDRESS

SIGNATURE

DATE

TELEPHONE (include area code)

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE
California Prison Industry Authority (CALPIA)

UNIT/SECTION
Business Services Section (BSS)

MAILING ADDRESS
560 East Natoma Street

FAX
(916) 358-1811

TELEPHONE (include area code)
(916) 358-2755

CITY
Folsom

STATE
CA

ZIP CODE
95630

E-MAIL ADDRESS
bsshelpdesk@calpia.ca.gov

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

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

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

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

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

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

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

Section 1 – Payee Information

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

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

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

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability 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 K2

Print Form

Reset Form

STATE OF CALIFORNIA – STATE CONTROLLERS OFFICE

PAYEE DATA RECORD SUPPLEMENT

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

Payee Information (must match the STD 204)

NAME (Required. Do not leave blank.)

TAX ID NUMBER (Required)

SSN, ITIN, or FEIN that matches Tax ID number provided on STD 204

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

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

1 REMITTANCE ADDRESS (number, street, apt or suite no.)

CITY

STATE

ZIP CODE

2 REMITTANCE ADDRESS

CITY

STATE

ZIP CODE

3 REMITTANCE ADDRESS

CITY

STATE

ZIP CODE

4 REMITTANCE ADDRESS

CITY

STATE

ZIP CODE

5 REMITTANCE ADDRESS

CITY

STATE

ZIP CODE

Additional Contact Information

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

1 CONTACT NAME

TELEPHONE (Include area code)

EMAIL

2 CONTACT NAME

TELEPHONE

EMAIL

3 CONTACT NAME

TELEPHONE

EMAIL

Certification

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

NAME OF AUTHORIZED PAYEE REPRESENTATIVE
(Print or Type name)

TITLE

E-MAIL ADDRESS

SIGNATURE

DATE

TELEPHONE (Include area code)

X _____

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 L

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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.

a. 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.

b. 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 M

BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments and documents" as an entire package with original signatures. The estimated quantities indicated will be used solely for computing the cost as a fair and equitable formula to determine the best value and is not binding upon the contracting agency. However, the actual costs quoted by the bidder shall be binding for the term of the Agreement.

- A. The signature affixed hereon and dated certifies compliance with all the requirements of this Offer. The signature below authorizes the verification of this certification.

An Unsigned Bid/Bidder Certification Sheet May Be Cause For Rejection

1. Company Name	2.a Telephone Number ()	2.b. Fax Number ()
3. Address		
Indicate your organization type:		
4. ☐ Sole Proprietorship	5. ☐ Partnership	6. ☐ Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN/SSN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
Contractor's State Licensing Board Number:	10. PUC License Number CAL-T:	11. Other Licenses:
12. Bidder's Name (Print)	13. Title	
14. Signature	15. Date	
16. For accounting reporting purposes, please provide the following information: Are you certified with the California Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. California Small Business Micro Business Yes ☐ No ☐ Yes ☐ No ☐		b. Disabled Veteran Business Enterprise Yes ☐ No ☐
If yes, enter certification number below: Expiration Date:		If yes, enter your service code below:
_____		_____
FOR BSS ONLY:		
Contract Start Date _____		Contract Number _____
Contract End Date _____		Contract End Date _____

BID/BIDDER CERTIFICATION SHEET

Complete the numbered items on the
Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2a, 2b, 3	Must be completed. 1. Enter your name if sole proprietor or independent contractor. All other items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number or social security number if independent contractor.
8	Complete if you are a corporation: Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	This information is requested by CALPIA Accounting. If certified as a Small Business Enterprise/Micro Business, place a check in the "Yes" box, and enter your certification number and expiration date on the lines. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box.

State Agency:	
Purchasing Agent:	PO #:
Phone:	E-mail:

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

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

Contractor/Company
Name _____
Address _____ Phone _____

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

Public Contract Code sections 12205 (a) (1), (2), (3) and (b) (1), (2), and (3)
Pursuant to Public Contract Code 12205(a)(1), I certify under penalty of perjury under the laws of the State of California that the above information is true and correct.

Print Name

Signature

Title

Date

(See footnotes on the back of this page.)

FOOTNOTES:

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

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

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

ATTACHMENT O

DARFUR CONTRACTING ACT CERTIFICATION

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.

OPTION #1 – DOMESTIC ONLY

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, initial here and submit with your bid package.

(Initial ____)

OPTION #2 - CERTIFICATION

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

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

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

OPTION #3 – WRITTEN PERMISSION FROM DGS

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

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

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

ATTACHMENT P

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

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

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

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

ATTACHMENT Q

CDCR 2301 PREA Policy Information for Volunteers and Contractors – Part A

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

Historical Information

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

CDCR Policy

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

CDCR's policy provides for the following:

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

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

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

Professional Behavior

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

- Treating everyone, staff and incarcerated individuals alike, with respect.
- Speaking without judging, blaming, or being demeaning.
- Listening to others with an objective ear and trying to understand their point of view.
- Avoiding gossip, name calling, and what may be perceived as offensive or "off-color" humor.
- Taking responsibility for your own behavior.

MSF Installation Services - SoCal

California Department of Corrections and Rehabilitation (CDCR)

CDCR 2301 PREA Policy Information for Volunteers and Contractors

CDCR 2301 PREA Policy Information for Volunteers and Contractors – Part A

Preventative Measures

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

The following are ways in which you can help:

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

Detection

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

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

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

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

Volunteer/Contractor Name (Printed)

Date Signed

Signature of Volunteer/Contractor

Current Assignment within Institution

Contact Telephone Number

Supervisor in Current Assignment

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

Duty to Report

You are required to answer the following questions:

- 1) Have you ever engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, other institution?
☐ Yes ☐ No If yes, provide the date of the incident and the facility name in the space below.
- 2) Have you ever been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse?
☐ Yes ☐ No If yes, provide the date of the incident and the county in the space below.
- 3) Have you ever been civilly or administratively found to have engaged in the activity described in question (2) above?
☐ Yes ☐ No If yes, provide the date of the incident and the county in the space below.
- 4) Have you ever received any disciplinary action as a result of allegations of sexual harassment of an inmate in a prison, jail, lockup, community confinement facility, or other institution?
☐ Yes ☐ No If yes, provide the date of the incident and the facility name in the space below.

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

Date: _____ Facility/County Name: _____
--

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

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

Printed	
Signature:	Date

ATTACHMENT R

APPROPRIATE ATTIRE POLICY

Employees that are not required to wear a state approved uniform shall wear clothing that is conservative, professional and commensurate with their work environment, and does not pose potential injury while in the performance of their duties. All employees including, but not limited to contract employees, registry employees, volunteers, and off duty custody staff are expected to be in appropriate attire while on Institution grounds. Supervisors are responsible for monitoring their areas daily to ensure that employees are in compliance with this directive. Appropriate, progressive discipline may be taken for violations.

The following guidelines are to be applied:

1. Dresses and skirts must reach at the knee or below when standing, and worn in a professional and conservative manner.
2. Capri pants must reach below the knee.
3. Sleeveless garments (i.e., dresses and/or shirts) worn in a conservative and professional manner are permitted. However, these garments must be completely covered when worn in the presence of the inmate population (i.e. corridors, medical areas, housing units, etc.).
4. Spaghetti strapped garments (i.e., dresses, tops) are not permitted.
5. Leggings or any other footless style tights (spandex or cotton) worn under a dress, tunic or skirt are not permitted.
6. Any clothing containing emblems, quotes, lettering, or pictures pertaining to and/or depicting sex, politics, profanity, drugs, alcohol, violence, or illegal behavior are not permitted.
7. Shorts, skorts, tube tops, halter tops, pajama pants and/or lounging pants of any style are not permitted.
8. Sweat suits, jogging suits, nylon suits and/or velour suits are not permitted.
9. Any clothing similar to the state clothing colors worn by inmates, (blue chambray, blue denim or orange/white worn as a two-piece) is not permitted.
10. Camouflage clothing of any color is not permitted.
11. Clothing that exposes any part of the midriff is not permitted.

12. All white blouses/shirts must be worn with the appropriate camisole or t-shirt underneath. In addition, the appropriate camisole or t-shirt shall be worn to avoid the perception of a plunging neck line.
13. Visible body piercings other than the ear lobes are not permitted (i.e., eyebrow, cheeks, nose, lip, tongue, etc.). Gauge earrings are not permitted.
14. Excluded Footwear Styles: strapless or any open-toe style shoe, boot or sandal that exposes more than two (2) toes is not permitted.
15. Acceptable Footwear Styles: closed toe or peep-toe style shoes, boot or sandal that exposes less than three (3) toes.
16. Employees that change their hair color or who wear colored extensions, hair pieces, or wigs that alters the appearance from their State identification card or driver's license picture must have authorization from the Watch Commander prior to entering the Institution.
17. Personal clothing shall not be left unattended at any time and shall be removed from the institution at the end of the employee's shift (i.e., sweaters, jackets, coats, scarves, etc.).
18. Safety precautions should be taken into consideration regarding the wearing of ties, scarves, jewelry, and hair ornaments.
19. Healthcare Staff: Chambray blue or blue denim scrubs are not permitted. Orange or white scrubs worn as a solid uniform could be viewed as inmate attire; therefore, these colors shall be worn as a solid bottom with a printed top or vice-versa. Scrubs shall only be worn by certified medical classifications. All laboratory coats must be clean, neat and display the name(s) of the provider(s) at all times. No laboratory coats shall display drug (pharmacy) logos or any other unacceptable emblems, quotes or pictures.
20. Employees will not be allowed entrance into the secure perimeter wearing inappropriate clothing. If a disagreement arises, the Watch Commander will be contacted. Only a manager has the authority to send an employee home to change clothing. Reasonable time will be allowed, and the employee will be docked for the time taken.

STATE OF CALIFORNIA

California Correctional Training and
Rehabilitation Authority

ATTACHMENT S

General Conditions of the Contract
for Construction

July 2020 Edition

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ATTACHMENT S – GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 1 – GENERAL PROVISIONS

- 1.1 DEFINITIONS:** When the following terms appear in the Contract, they shall have the following meaning:
- 1.1.1 Acceptance of the Work: Written acceptance of the Work by the General Manager of the California Correctional Training and Rehabilitation Authority, State of California, or the General Manager's designee.
 - 1.1.2 Act of God: Shall include only the following occurrences or conditions and effects: (1) earthquakes in excess of a magnitude of 3.5 on the Richter scale; or (2) tidal waves.
 - 1.1.3 Addendum (Addenda): A document issued by the State during the bidding period which modifies, supersedes or supplements the Contract Documents.
 - 1.1.4 Alternative: Refer to Approved Equal and Substitution.
 - 1.1.5 Applicable Codes: Include, but are not limited to, applicable laws, statutes, regulations, rules, building and other codes, ordinances, rulings, and lawful orders of all public authorities having jurisdiction over the State, the Contractor, Subcontractors, the Project, the Work, or the execution of the Work.
 - 1.1.6 Approved Equal: Material, equipment, or method approved by the State for use in the Work, as being acceptable as an equivalent in essential attributes to the material, equipment, or method specified in the Contract Documents.
 - 1.1.7 Agreement: The written and executed document known as STD213, Agreement.
 - 1.1.8 Architect or Engineer: The State, or the State's consultant listed in the Contract Documents as the designer of record responsible for the preparation and coordination of the Drawings and technical sections of the Contract Documents.
 - 1.1.9 Beneficial Occupancy: Occupancy and use by the State of all, or part, or parts, of the Work as selected by the State, prior to Completion.
 - 1.1.10 Bidder: Any individual, partnership, corporation, association, joint venture, or any combination thereof, submitting a Bid Form for the Work.
 - 1.1.11 Change Order: A written order issued by the State used to determine adjustments in the Contract based on:
 - .1 A change in the Work;
 - .2 The amount of the adjustment in the Contract Sum; and
 - .3 The extent of the adjustment in the Contract Time.
 - 1.1.12 Claim: An unresolved Dispute arising under or relating to the performance of the Contract which can only be filed after Acceptance of the Work and the final statement to the Contractor.
 - 1.1.13 Completion: When the entire Work has been performed in accordance with the Contract requirements as delineated in the Contract Documents and Project Manual. Completion of the Work occurs when the State's final inspection has been made and all construction, services and deliverables have been fully executed as determined by the State's Representative, including but not limited to completion of all punch list items and delivery of as built drawings, operation & maintenance manuals, guaranties, warranties, spare parts, reports and certifications as noted in the Project Manual.
 - 1.1.14 Contract: The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified by a Change Order. The Contract Documents shall not be construed to create a contractual relationship of any kind between any

persons or entities other than the State and the Contractor.

- 1.1.15 Contract Documents: The Contract Documents consist of the Agreement between the State and Contractor; Payment and Performance Bonds; the Conditions of the Contract, including General, Supplementary and other Conditions; Drawings; Specifications; Addenda and Change Orders.
- 1.1.16 Contract Sum: The Contract Sum is stated in the Agreement and, including authorized adjustments by Change Order, is the total amount payable by the State to the Contractor for performance of the Work under the Contract Documents.
- 1.1.17 Contract Time: The time period from the Start Date to the date of Completion of the Work, including authorized adjustments allotted in the Contract.
- 1.1.18 Contractor: The individual, partnership, corporation, association, joint venture, or any combination thereof, who has entered into a contract with the State, identified as such in the Agreement, and referred to throughout the Contract as if singular in number. The term "Contractor" means the Contractor or the Contractor's representative.
- 1.1.19 Day: Calendar day, unless otherwise specifically defined.
- 1.1.20 Department: California Correctional Training and Rehabilitation Authority, State of California.
- 1.1.21 Director: The General Manager of the California Correctional Training and Rehabilitation Authority, State of California, or the Director's designee.
- 1.1.22 Dispute: A demand during performance of the Work seeking adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. A Dispute is not a Claim.
- 1.1.23 Drawings: The graphic and pictorial portions of the Contract Documents, illustrating the design, location and dimensions of the Work, generally including but not limited to, plans, elevations, sections, details, schedules and diagrams.
- 1.1.24 Emergency: A sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.
- 1.1.25 General Notes: The written instructions, provisions, conditions or other requirements appearing on the Drawings, and so identified thereon, which pertain to the performance of the Work.
- 1.1.26 Guarantee: The Contractor's assurance that the Project complies with the requirements of the Contract Documents.
- 1.1.27 Official Progress Schedule: The Contractor's baseline schedule and updates accepted by the State.
- 1.1.28 Or Equal: Refer to Approved Equal.
- 1.1.29 Owner: The California Correctional Training and Rehabilitation Authority.
- 1.1.30 Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- 1.1.31 Project: The total construction of which the Work performed under the Contract may be the whole or a part.
- 1.1.32 Project Manual: The volume(s) assembled for the Work which includes the Introductory Information,

Bidding Requirements, Contracting Requirements, Specifications, and other information as may be listed in the Project Manual Table of Contents.

- 1.1.33 Request for Information (RFI): A written request by the Contractor submitted in a State provided format for information regarding Project specific issues.
- 1.1.34 Retention: A percentage of the Contract Sum held back upon completion of the Work, or any portion of the Work, to cover outstanding liabilities, contingencies, and the like, as specified in the Contract Documents.
- 1.1.35 Samples: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- 1.1.36 Schedule of Values: A document furnished by the Contractor to the State reflecting the portions of the Contract Sum allotted for the various parts of the Work and used as the basis for reviewing the Contractor's applications for payment request.
- 1.1.37 Shop Drawings: Drawings, diagrams, schedules, and other data specially issued for the Work by the Contractor, Subcontractor, Sub-subcontractor, or material suppliers, to illustrate some portion of the Work.
- 1.1.38 Specifications: That portion of the Contract Documents consisting of the written requirements for materials, standards, equipment, construction systems, and standards of workmanship for the Work, and performance of related services.
- 1.1.39 State: The State of California acting through the California Correctional Training and Rehabilitation Authority.
- 1.1.40 State Construction Supervisor/Inspector: The person(s) authorized by the State to provide inspection services, field coordination and quality control during construction.
- 1.1.41 State Contract Act: The act which is set forth in the California Public Contract Code Section 10100, et seq.
- 1.1.42 State's Representative: Person(s) authorized by the State to act on behalf of the State for the Project.
- 1.1.43 Subcontractor: An individual, partnership, corporation, association, joint venture, or any combination thereof, who has a direct contract with the Contractor to perform work, labor, or render service in or about the Work. The term "Subcontractor" is referred to as if singular in number and means a Subcontractor or a representative of the Subcontractor. The term "Subcontractor" shall not include those who supply materials only, a separate contractor, or subcontractors of a separate contractor.
- 1.1.44 Sub-subcontractor: A person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the work. The term "Sub-subcontractor" is referred to as if singular in number and means a Sub-subcontractor or a representative of the Sub-subcontractor.
- 1.1.45 Substitution: A material and/or process offered by the Contractor in lieu of the specified material and/or process and accepted by the State in writing as being equivalent (equal) to the specified material and/or process.
- 1.1.46 Warranty: A Contractor's, manufacturer's or material supplier's assurance that products and services provided meet the requirements of the Contract Documents.
- 1.1.47 Work: Construction, services and deliverables required by the Contract Documents and Project Manual, including labor, materials, equipment, services, and documents provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract, including but not limited to requirements such as, completion of punch list items, as-built drawings, operation and maintenance manuals, guaranties, warranties, spare parts, reports, and certifications.

1.2 EXECUTION, CORRELATION AND INTENT

- 1.2.1 The Contract will not be binding on the State until appropriately endorsed by the State's legal Representative, in accordance with Public Contract Code Section 10220.
- 1.2.2 Execution of the Contract by the Contractor is a representation that the Contractor is familiar with the methodology under which the work is to be performed and has correlated personal observations with requirements of the Contract Documents.
- 1.2.3 The intent of the Contract Documents is to include items necessary for completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.
- 1.2.4 Organization of the Specifications into Groups, Divisions, subgroups, Sections and Articles, and arrangement of Drawings shall not be the basis that Contractor utilizes in dividing the Work among Subcontractors, nor in establishing the extent of work to be performed by any trade.
- 1.2.5 When standards of the Federal Government, trade societies, or trade associations are referred to in the Contract Documents by specific date of issue, these shall be considered as part of the Contract Documents. When such references do not bear date of issue, current published edition at the date of the first Invitation for Bid shall be considered as part of the Contract Documents.
- 1.2.6 Unless otherwise stated in the Contract Documents, words and terms which have well known or commonly accepted technical or construction industry meanings shall be used in the Contract Documents in accordance with such recognized meanings.
- 1.2.7 Every part of the Work shall be accomplished in workmanship like manner by workers, laborers, or mechanics specially skilled in the class of work required. Any person the State may deem incompetent or disorderly shall be promptly removed from the Project by the Contractor upon written notice from the State and shall not be reemployed on this Project.

- 1.3 **USE OF THE STATE'S DRAWINGS, PROJECT MANUAL AND OTHER DOCUMENTS:** The Drawings, Project Manual and other documents issued by the State, and copies furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects, nor for additions to this Project outside the scope of the Work without the specific written consent of the State. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Project Manual and other documents issued by the State appropriate to, and for use in, the execution of their work under the requirements of the Contract Documents.

1.4 CAPITALIZATION

- 1.4.1 Terms capitalized in the General Conditions of the Contract for Construction include those which are:
 - .1 Specifically defined;
 - .2 Titles of numbered Articles;
 - .3 References to Paragraphs, Subparagraphs and Clauses; or
 - .4 Titles of other documents.

1.5 CONFLICTS IN THE CONTRACT DOCUMENTS

- 1.5.1 In the event of conflict in the Contract Documents, the following priorities shall govern:

- .1 Addenda shall govern over other sections of the Contract Documents to the extent specifically noted; subsequent Addenda shall govern over prior Addenda only to the extent specified.
- .2 The General Conditions of the Contract for Construction shall govern over Drawings and Specifications except for specific modifications stated in the Supplementary Conditions, and except for Addenda.
- .3 In case of conflict between the Drawings and the Specifications, the Specifications shall govern unless the requirement(s) in the Drawings is/are more stringent and/or of higher quality and/or of higher quantity.
- .4 In the case of conflict within the Drawings, the following shall govern:
 - .1 Schedules, when identified as such, shall govern over all other portions of the Drawings.
 - .2 Specific notes shall govern over other notes and all other portions of the Drawings, except schedules described in the preceding Clause.
 - .3 Larger scale Drawings shall govern over smaller scale Drawings.
 - .4 Detail Drawings shall govern over standard plates bound within the Project Manual.
 - .5 Figured or numerical dimensions shall govern over dimensions obtained by scaling.

1.5.2 Omissions: If the Contract Documents are not complete as to any minor detail or required construction system or with regard to the manner of combining or installing of parts, materials, or equipment, but there exists accepted trade standard for good and workmanlike construction, such detail shall be deemed to have been implied by the requirements of the Contract Documents in accordance with such standard.

- .1 "Minor Detail" shall include the concept of substantially identical components, where price of each such component is small even though aggregate cost or importance is substantial, and shall include a single component which is incidental, even though its cost or importance may be substantial. Quality and quantity of parts or material so supplied shall conform to trade standards and be compatible with type, composition, strength, size and profile of parts or materials otherwise set forth in the Contract Documents.

1.6 REQUESTS FOR INFORMATION, CLARIFICATION OR ADDITIONAL INSTRUCTIONS

1.6.1 Requests for Information (RFI): Should the Contractor discover conflicts, omissions, or errors in the Contract Documents, or have any questions concerning interpretation or clarification of Contract Documents, the Contractor shall immediately submit to the State in writing an RFI that complies with the following requirements:

- .1 All RFI's, whether by the Contractor, a Subcontractor or supplier at any tier, shall be submitted by the Contractor to the State.
- .2 RFI's shall be numbered sequentially and be presented in the format required by the State.
- .3 The Contractor shall clearly and concisely set forth the single issue for which interpretation or clarification is sought; indicate specification Section number, article and sub-article numbers, Contract Drawing number, and detail or other item involved; and state why a response is required from the State.
- .4 The Contractor shall set forth its own interpretation or understanding of the requirements, along with reasons why it has reached such an understanding in each RFI.
- .5 RFI's shall be submitted in a timely manner so they may be adequately researched and answered before the response affects any critical activity of the Work.
- .6 The State will review all RFI's to determine whether they are truly RFI's within the meaning of the term as defined in Paragraphs 1.1.33 and 1.6.1. RFI's which are determined to be not within the meaning of the term and/or RFI's where answers can readily be found in the Drawings and Project Manuals shall be deemed to be superfluous and the cost for reviewing these RFI's will be back charged to the Contractor.
- .7 Responses to RFI's will be made within 14 days unless the State notifies the Contractor in writing that a response will take longer. The 14 days will begin when the RFI is received and dated by the State. Should the State respond sooner, the Contractor shall not assume that a new timeline has been established. Delays in the progress of the Work due to late submittal of RFI's by the Contractor are solely the responsibility of the Contractor.

- .8 Responses from the State will not change any requirement of the Contract unless so noted by the State in the response to the RFI.
- .9 Should the Contractor believe that a response to an RFI causes a change to the requirements of the Contract, the Contractor shall, before proceeding, give written notice to the State, indicating that the Contractor considers the State's response to the RFI to be a Change Order. An RFI will not automatically be considered a notice for a Change Order. The Contractor shall give separate written notice within 7 days of receipt of the State's response to the RFI. If the Contractor fails to give notice within 7 days or prior to commencement of the change, the Contractor shall forfeit the right to seek additional time or cost under Article 6.

1.6.2 Additional Detailed Instructions: The State may furnish additional detailed written and/or graphic instructions to further explain the work, and such instructions shall be a part of the Contract requirements. Should additional detailed instructions, in the opinion of the Contractor, constitute work in excess of the scope of the Work, the Contractor shall submit written notice to the State within 14 days following receipt of such instructions, and in any event prior to commencement of the work thereon. The State will then consider the notice; and, if in the State's judgment it is justified, the State's instructions will be revised, or the extra work authorized.

ARTICLE 2 – ADMINISTRATION OF THE CONTRACT

2.1 INFORMATION AND/OR SERVICES REQUIRED OF THE STATE

- 2.1.1 Information and/or services under the State's control shall be furnished by the State within a mutually agreed upon response time to avoid delay in the orderly progress of the Work.
- 2.1.2 The Contractor will be furnished Drawings and Project Manuals as specified in the Contract Documents.

2.2 ADMINISTRATION OF THE CONTRACT

- 2.2.1 The State will provide administration of the Contract as described in the Contract Documents during construction, until final payment is due and during the correction period described in Paragraph 12.2 and throughout the guarantee period.
- 2.2.2 The State will visit the Project site appropriate to the stage of construction to become familiar with the progress and quality of the completed work and to determine if the Work is in accordance with the Contract Documents.
- 2.2.3 Unless so specified in the Contract Documents, the State will not have control over construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work. The State will not be responsible for the Contractor's failure to carry out the Work in accordance with the requirements of the Contract Documents. The State will not be responsible for acts, errors, or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or of any other persons performing portions of the Work.
- 2.2.4 Communications Facilitating Contract Administration: Communications by and with the State's consultants shall be through the State. Communications by and with Subcontractors, Sub-subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the State.
- 2.2.5 If the State observes work that appears to not comply with the requirements of the Contract Documents, the State will have the authority to reject the Work. Whenever the State considers it necessary or advisable for implementation of the intent of the Contract Documents, the State will require additional inspection or testing of the Work, in accordance with Subparagraphs 3.13.2 and 3.13.3, whether such work is fabricated, installed or completed.
- 2.2.6 The State will review and act upon the Contractor's submitted Shop Drawings, Product Data and Samples,

but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, nor for substantiating instructions for installation or performance of equipment or systems, which remain the responsibility of the Contractor.

2.2.7 Substitutions and Approved Equals: Alternative material(s), article(s), or equipment that are of equal quality and of required characteristics for the purpose intended may be proposed by the Contractor. The State will examine proposed alternatives for compliance with the Contract Documents. The proposed material(s), article(s), or equipment will be reviewed for comparative quality, suitability, and performance against the product(s) specified in the Contract Documents. Refer to Subparagraph 3.12.10, for Substitution procedures. If Contractor's substitution is accepted, the Contractor shall be responsible for the costs of any changes resulting from the substitution, including, but not limited to, redesign costs of the Project.

2.2.8 The State will conduct inspections to determine the Contractor's compliance with the Contract Documents and the date of Completion; will receive, for review and record, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and will issue a final Payment Authorization upon compliance with the requirements of the Contract Documents and Acceptance of the Work.

2.3 BREACHES, DEFAULTS AND TERMINATION FOR CAUSE

2.3.1 If the Director deems that the Contractor has failed to supply an adequate working force or material of proper quality, has failed to comply with Public Contract Code Section 10262, or has failed in any other respect to prosecute the Work with the diligence and force specified by the Contract, the Director may:

- .1 After written notice of at least 5 days to the Contractor, specifying the defaults to be remedied, provide any such labor or materials and deduct the cost from any money due or to become due to the Contractor under the Contract; or
- .2 If the Director considers the failure is sufficient ground for such action, the Director may give written notice of at least 5 days to the Contractor and the Contractor's sureties, that if the defaults are not remedied, the Contractor's control over the Work will be terminated.

2.3.2 Should the State exercise its rights to terminate as noted in Subparagraph 2.3.1, the State may, without prejudice to any other rights or remedies of the State and subject to any prior rights of the Surety:

- .1 Terminate employment of the Contractor;
- .2 Take possession of the Project site, materials, equipment, tools, appliances, and construction equipment and machinery owned by the Contractor;
- .3 Accept assignment of Subcontractor Agreements pursuant to Paragraph 4.4; and/or
- .4 Finish the Work by whatever method(s) the State may deem expeditious and appropriate.

2.3.3 When the State terminates the Contract for reasons provided in Subparagraph 2.3.1, the Contractor shall not be entitled to receive any further payment until Completion of the Work. If the costs incurred by the State because of termination under Subparagraph 2.3.1 exceed the unpaid balance, the Contractor shall pay the difference to the State.

2.4 TERMINATION FOR THE STATE'S CONVENIENCE

2.4.1 The State reserves the right to terminate this Contract or any part thereof, due to an Act of God or for its sole convenience. In the event of such termination, the Contractor shall immediately stop hereunder and shall immediately cause its Subcontractors, Sub-subcontractors and material suppliers at any tier, to immediately stop work, leaving the site in a safe and secured condition. The Contractor shall not be paid for any work performed or costs incurred after the termination date that could have been avoided.

2.4.2 The Contractor shall be paid in accordance with the provisions of Article 8; except that the amount due to the Contractor shall be based upon the State's final estimate of the Work completed, or acceptable

materials furnished but not used, to the date of suspension of the Work, less any amounts required to be withheld pursuant to Article 8, and less any prior payment(s) made to, or on the account of the Contractor.

2.5 SUSPENSION BY THE STATE FOR CONVENIENCE

- 2.5.1 The State may, by written notice, order the Contractor to suspend, delay or interrupt the Work, in whole or in part, for such time as the State may determine.
- 2.5.2 An adjustment may be claimed by the Contractor in accordance with Article 6 for changes in the Work, caused by a suspension, delay or interruption. No adjustment will be made to the extent:
- .1 That Contractor's performance of the Work, is, was or would have been suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or
 - .2 That an equitable adjustment is made or denied under another provision of the Contract.

ARTICLE 3 – CONTRACTOR

3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY THE CONTRACTOR

- 3.1.1 The Contractor shall carefully study and compare the Contract Documents with each other and shall report to the State, in writing, any errors, inconsistencies or omissions discovered. If the Contractor performs any work knowing it involves a recognized error, inconsistency, or omission in the Contract Documents, without such notice to the State, the Contractor shall assume responsibility for such performance and shall bear the cost for correction.
- 3.1.2 The Contractor shall take field measurements, verify field conditions, and compare such field measurements, conditions, and other related information known to the Contractor with the Contract Documents before proceeding.
- 3.1.3 The Contractor shall promptly, and before such conditions are disturbed, notify the State in writing of:
- .1 Subsurface or latent physical conditions at the site differing materially from those indicated.
 - .2 Unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
 - .3 Hazardous materials.
- 3.1.4 The State will promptly investigate the conditions, and if the State finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work, whether or not changed as a result of such conditions, a Change Order will be issued in accordance with Article 6.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

- 3.2.1 The Contractor shall supervise and direct the Work. The Contractor shall be responsible for, and have control over, construction means, methods, techniques, sequences, procedures, safety precautions and programs in connection with the Work, and for coordinating the Work under the Contract; unless otherwise noted or specified in the Contract Documents.
- 3.2.2 The Contractor shall be responsible to the State for acts and omissions of the Contractor's employees, Subcontractors, Sub-subcontractors or material suppliers and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.
- .1 Subcontractor Responsibility: The Contractor shall be responsible for the actions or inaction of Subcontractors, Sub-subcontractors or material suppliers, at all tiers, regardless of whether they are a Disabled Veterans Business Enterprise (DVBE) firm or are stipulated suppliers or sole sourced.

No claim, request for equitable adjustment or Change Order request shall be submitted to the State for any action of any Subcontractor, Sub-subcontractor or material supplier, at any tier, unless the Contractor can demonstrate that the State is the proximate cause of the change or delay alleged in such request. The State will not accept any responsibility or liability for any action or inaction of any Subcontractor, Sub-subcontractor or material supplier, at any tier, except to the extent that the State is the proximate cause of the change or delay.

- 3.2.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents, either by activities or duties of the State, the State's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.
- 3.2.4 The Contractor shall be responsible for inspections of portions of the Work already completed under the Contract to determine that such portions are in proper condition to receive subsequent work. If the Contractor determines that some work performed on the Project does not comply with the requirements of the Contract Documents, the Contractor shall repair or replace such defective work at the Contractor's sole expense.
- 3.2.5 Until Acceptance of the Work, the Contractor shall have the charge and care thereof, and shall bear risk of injury or damage to any part of the Work by action of the elements (except for an Act of God, or natural disaster as proclaimed by the State or Federal Government), or from any other reason except for such damages as are directly caused by acts of the Federal or State Government and the public enemy, except as provided in Paragraph 8.5.

3.3 LABOR AND MATERIALS

- 3.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Materials, articles and equipment furnished by the Contractor for incorporation into the Work shall be new unless otherwise specified in the Contract Documents.
- 3.3.2 Hours of Labor: Workers are limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week except that pursuant to Labor Code Section 1815, any work performed in excess of 8 hours per day and 40 hours during any one week, shall be permitted upon compensation for hours worked in excess of 8 hours per day at not less than 1-1/2 times the basic rate of pay. However, during periods of modified work week schedules, hours exceeding eight hours in a workday shall not constitute overtime, thus no overtime compensation will be earned or paid. Modified work schedules shall represent a modified work week, to include but not limited to four ten-hour days per week, or eight nine-hour days with one eight-hour day and one day off over a two-week period (commonly referred to as a 9-8-80 work schedule). The Contractor shall pay the State \$25 as a penalty for each worker for each calendar day worked in violation of the above limitations and restrictions.
- 3.3.3 Prevailing Wage: The Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1774, the Contractor and any Subcontractor shall pay not less than the specified prevailing wage rates to all workers employed in the execution of the Contract. In accordance with Section 1775, the Contractor shall forfeit to the State \$50 for each day, or portion thereof, for each worker paid less than the prevailing wage rates for the work or craft, in which the worker is employed for any work executed under the Contract by the Contractor or by any Subcontractor in violation of the provisions of the Labor Code; and, in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to such forfeiture, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each day, or portion thereof, shall be paid to each underpaid worker by the Contractor. This provision shall not apply to properly registered apprentices.
 - .1 Pursuant to Labor Code Section 1770, the Director of the Department of Industrial Relations (DIR) has ascertained the general prevailing rate of per diem wages and a general prevailing rate for legal holiday and overtime work for each craft required for execution of the Contract. The Contractor shall

obtain copies of the prevailing rate of per diem wages from the DIR by mail at Department of Industrial Relations, Division of Labor Statistics & Research, PO Box 420603, San Francisco, CA 94142-0603; by phone at (415) 703-4774; or wage rates may be accessed on the internet at http://www.dir.ca.gov/OPRL/statistics_research.html. The Contractor is responsible to read, understand and comply with all the guidelines, including the fine print in the prevailing wage determinations; and shall post a copy of the prevailing wage rates, specific to the Project, at the Project site.

- .2 Wage rates set forth are the minimum that may be paid by the Contractor. Nothing herein shall be construed as preventing the Contractor from paying more than the minimum rates set. No extra compensation will be allowed by the State due to the inability of the Contractor to hire labor at minimum rates, nor for necessity for payment by the Contractor of subsistence, travel time, overtime, or other added compensations, all of which possibilities are elements to be considered and ascertained to the Contractor's own satisfaction in preparing the Cost Sheet.
- .3 If it becomes necessary to employ crafts other than those listed in the General Prevailing Wage Rate booklet, the Contractor shall contact the Division of Labor Statistics and Research as noted above. The rates thus determined shall be applicable as minimum for the contract and incorporated in the bid. When the wage determination shows an expiration date (noted by a double asterisk**), to expire during the term of the contract, the Contractor must call or write the DIR to obtain the new rates and incorporate them in the bid to be applicable for the term of the contract.
- .4 The Contractor and each Subcontractor shall keep an accurate payroll record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or Subcontractor in connection with the Work. Payroll records shall be certified and shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as those forms. The Contractor's and Subcontractor's certified payroll records for each employee shall be submitted with each payment request, covering the period of the payment request.

3.3.4 Travel and Subsistence Payments: The Contractor shall pay travel and subsistence payments to persons required to execute the Work as such travel and subsistence payments are defined in applicable collective bargaining agreements filed with the DIR, pursuant to Labor Code Sections 1773.1 and 1773.9.

3.3.5 Apprentices: Properly registered apprentices may be employed in the execution of the Work. Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which the apprentice is employed and shall be employed only at the work of the craft or trade to which the apprentice is registered. The Contractor and each Subcontractor shall comply with the requirements of Labor Code Section 1777.5, and any related regulations regarding the employment of registered apprentices.

3.4 NONDISCRIMINATION CLAUSE

3.4.1 Definitions: As they pertain to the Standard California Nondiscrimination Construction Contract Specifications:

- .1 Administrator: The Administrator, Office of Compliance Programs (OCP), California Department of Fair Employment and Housing (DFEH), or any person to whom the Administrator delegates authority.
- .2 Minority includes:
 - .1 Black (all persons having primary origins in any of the Black racial groups of Africa, but not of Hispanic origin);
 - .2 Hispanic (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America, or other Spanish derived culture or origin regardless of race);
 - .3 Asian/Pacific Islander (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); or
 - .4 American Indian/Alaskan Native (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).

- 3.4.2 Whenever the Contractor or any Subcontractor subcontracts a portion of the Work, it shall physically include in each subcontract of \$5,000 or more, the Nondiscrimination Clause in the Contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.
- 3.4.3 The Contractor shall implement the specific nondiscrimination standards provided in Clauses 3.4.6.1 through 3.4.6.5.
- 3.4.4 Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities and/or women shall excuse the Contractor's obligations under these specifications, Government Code Section 12990, or the regulations promulgated pursuant thereto.
- 3.4.5 In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees shall be employed by the Contractor during the training period, and the Contractor shall have made a commitment to employ the apprentices and trainees upon the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
- 3.4.6 The Contractor shall take specific actions to implement the Contractor's nondiscrimination program. The evaluation of the Contractor's compliance with these specifications shall be based upon the Contractor's effort to achieve maximum results from the Contractor's actions. The Contractor shall be able to demonstrate fully the Contractor's efforts under Steps .1 through .5 below:
- .1 Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and at all facilities at which the Contractor's employees are assigned to work. The Contractor, whenever possible, shall assign two or more women to each construction project. The Contractor shall specifically ensure that all lead persons, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority and/or female individuals working at such sites or in such facilities.
 - .2 Provide written notification within 7 days to the Director of DFEH when the union(s) with which the Contractor has a collective bargaining agreement(s) has not referred to the Contractor a minority person and/or woman sent by the Contractor, or when the Contractor has other information that the union(s) referral process has impeded the Contractor's efforts to meet the Contractor's obligations.
 - .3 Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to union and training, recruitment and outreach programs and requesting their cooperation in assisting the Contractor to meet the Contractor's obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - .4 Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, condition of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general lead persons, on-site lead persons, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
 - .5 Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.
- 3.4.7 Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the Contractor's obligations under these specifications provided that the Contractor actively participates in the group, makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, and

can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. It is the Contractor's obligation to comply.

- 3.4.8 The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (Government Code Section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
- 3.4.9 Establishment and implementation of a bona fide affirmative action plan pursuant to Section 8104(b) of Title 2, California Code of Regulations (CCR), shall create a rebuttable presumption that the Contractor is in compliance with the requirements of Government Code Section 12990 and its implementing regulations.
- 3.4.10 The Contractor shall not use the nondiscrimination standards to discriminate, harass or allow harassment against any person because of race, color, religion, sex, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), marital status, or age over 40, denial of family and denial of family care leave.
- 3.4.11 The Contractor shall not enter into any subcontract with any person or firm decertified from State contracts pursuant to Government Code Section 12990.
- 3.4.12 The Contractor shall carry out such sanctions and penalties for violation of these specifications and the Nondiscrimination Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.
- 3.4.13 The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company's equal employment opportunity policy is being carried out, to submit reports relating to the provisions herein as may be required by OCP, and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work is performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, the Contractor shall not be required to maintain separate records.

3.5 GUARANTEE

- 3.5.1 The Contractor unconditionally guarantees the Work will be completed in accordance with the requirements of the Contract Documents, and will remain free of defects in workmanship and materials for a period of 1 year from the date of Completion of the Work of the Project, unless a longer guarantee period is specifically called for in the Contract Documents. The Contractor shall repair or replace work, or adjacent work, or both, that may have been damaged or displaced, which was not in accordance with the requirements of the Contract Documents, or that may be defective in its workmanship or material within the guarantee period specified in the Contract Documents, without any expense whatsoever to the State; ordinary wear and tear and abuse excepted.
- 3.5.2 The Contractor further agrees, within 14 days after being notified in writing by the State, of work not in accordance with the requirements of the Contract Documents or defects in the Work, that the Contractor shall commence and execute, with due diligence, work necessary to fulfill the terms of the guarantee. If the State finds that the Contractor fails to perform the work under the guarantee, the State will proceed to have the work completed at the Contractor's expense and the Contractor will pay costs of the work upon demand. The State will be entitled to all costs, including attorney's fees necessarily incurred upon the Contractor's refusal to pay the above costs.
- 3.5.3 Notwithstanding the foregoing Subparagraph, in the event of an emergency constituting an immediate hazard to health or safety of State employees, property, or licensees, the State may undertake, at the

Contractor's expense and without prior notice, work necessary to correct such hazardous condition(s) when it is caused by work of the Contractor not being in accordance with the requirements of the Contract Documents.

- 3.6 TAXES:** The Contractor shall pay all applicable taxes for the Work, or portions thereof provided by the Contractor, which were legally enacted as of the bid date, whether effective or merely scheduled to go into effect.

3.7 PERMITS, FEES AND NOTICES

- 3.7.1 The Contractor shall secure and pay for required permits, governmental fees, licenses and inspections necessary to complete the Work, unless otherwise provided in the Contract Documents.

- 3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the performance of the Work.

- 3.7.3 If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, and rules and regulations, the Contractor shall promptly notify the State in writing. If the Contractor performs work known to be contrary, or should have known to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without prior notice to the State, the Contractor shall assume full responsibility for the Work and shall bear the attributable costs.

- 3.7.4 The Contractor is not subject to municipal, county, or district laws, rules, or regulations pertaining to building permits or regulating the design or construction of buildings upon State property, except as specified in the Contract Documents.

- 3.7.5 The Contractor may be subject to federal, state, municipal, county, local or district laws, rules, or regulations pertaining to offsite work, such as utility connections, fire protection systems and encroachment upon federal, state, private, city or county property, including, but not limited to storm water pollution prevention plans.

- 3.7.6 All construction work shall comply with the California Code of Regulations, Title 24, California Building Standards Code (CBSC), and other Applicable Codes, current edition, as of the bid date or as specified in the Specifications.

- 3.8 ALLOWANCES:** The Contractor shall include in the Contract Sum, Allowances in accordance with the requirements of the Specifications.

3.9 SUPERINTENDENT

- 3.9.1 The Contractor shall employ a competent Superintendent and assistants who shall be in attendance the Project site during performance of the Work. The Superintendent, or the Contractor's duly appointed representative, shall be the person in charge of the construction of the Work and shall represent the Contractor. Communications given to the Superintendent shall be as binding as if given directly to the Contractor. All communications shall be confirmed in writing by the Contractor. Should the State deem the Superintendent to be incompetent, the State has the authority to request the Contractor to replace this person.

- 3.9.2 Should the Contractor decide to replace the Superintendent, the Contractor shall notify the State in writing, no fewer than 14 calendar days prior to the replacement. The Contractor shall submit the name and resume of the new Superintendent with the written notice.

- 3.9.3 At any other time when the Superintendent is absent from the Project site because no Work is being performed, the Superintendent shall nevertheless keep the State advised of the Superintendent's whereabouts so that the Superintendent may readily be reached and available for consultation at the Project site at any time.

3.10 CONTRACTOR'S PROGRESS SCHEDULE

- 3.10.1 Within the time frame specified in the specifications and prior to the first payment request, the Contractor shall submit to the State a Progress Schedule, including submittal schedules, prepared in accordance with the Specifications. The Progress Schedule shall show the order in which the Contractor proposes to execute the Work, dates on which the Contractor will start each major subdivision of the Work, and projected dates of completion of each such subdivision in accordance with the requirements of the Contract Documents. The Contractor shall submit adjusted Progress Schedules, including submittal schedules, to reflect changed conditions in accordance with the requirements of the Contract Documents with each payment request.
- 3.10.2 The Contractor shall, unless otherwise specified in the Contract Documents, or directed by the State in writing, show in the schedule that physical construction of the Work will start within 10 calendar days of the start date stipulated in the Notice to Proceed, and show execution to Completion, in accordance with the specified schedule, subject to adjustment in accordance with the requirements of the Contract Documents.
- 3.10.3 The Contractor shall provide an adequate work force, materials of proper quality, and equipment to properly execute the Work and to ensure completion of each part in accordance with the Progress Schedule and within the Contract Time specified.
- 3.10.4 The Contractor shall submit to the State a Schedule of Values consistent with the Progress Schedule and Article 8. The Schedule of Values will be used as a basis for payment in accordance with Article 8.
- 3.10.5 The State's review and acceptance of the Progress Schedule is for compliance with the requirements of the Contract Documents only. Review and acceptance by the State of the Progress Schedule does not mean approval and does not relieve the Contractor of any of the Contractor's responsibility for the accuracy or feasibility of the Progress Schedule, or of the Contractor's ability to meet the interim Project milestone dates and the date of Completion. The State's review and acceptance does not expressly or impliedly warrant, acknowledge or admit the reasonableness of the logic, durations, manpower or equipment loading of the Progress Schedule.

3.11 DOCUMENTS AND SAMPLES AT THE PROJECT SITE

- 3.11.1 The Contractor shall maintain at the Project site one record copy of the Drawings, Project Manual, Addenda, Change Orders and other modifications, in good order and marked currently to record changes and selections made during construction; and in addition, Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the State and shall be delivered to the State upon completion of the Work.
- 3.11.2 Daily Records Clause: The Contractor shall prepare and maintain daily inspection records to document the progress of the Work on daily basis. Daily Records shall include a daily accounting of labor and equipment on the site for the Contractor and Subcontractors, at any tier. Daily Records shall make a clear distinction between work being performed under Change Order, base scope work, and/or disputed work. Daily Records shall be copied and provided to the State at the end of every week, unless otherwise agreed to in writing.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES (SUBMITTALS)

- 3.12.1 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate those portions of the Work for which submittals are required and the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the State is subject to the limitations of Subparagraph 2.2.6.
- 3.12.2 The Contractor shall review, approve and submit to the State, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents within the number of days set forth in the

Specifications; except finishes which shall be submitted in a sequence so as to cause no delay in the progress of the Work or in the activities of the State or separate contractors. Submittals that are not required by the Contract Documents may be returned to the Contractor without action.

- 3.12.3 The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed by the State. Such work shall be in accordance with reviewed submittals.
- 3.12.4 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and related field construction criteria, and has checked and coordinated the information contained within the submittal(s) with the requirements of the Contract Documents.
- 3.12.5 The Contractor shall not be relieved of the responsibility for any deviation from the requirements of the Contract Documents by the State's review of submittals unless the Contractor has specifically informed the State, in writing, or as directed by the State, of such deviation at the time of submittal, and the State has given written consent to the specific deviation. The State's review shall not relieve the Contractor of responsibility for errors or omissions in submittals. Any resulting cost increase due to such a deviation shall be the sole responsibility of the Contractor.
- 3.12.6 The Contractor shall respond per requirements of the Contract Documents, in writing or on resubmitted submittals, to revisions other than those requested by the State on previous submittals. After the second resubmittal of a specific item, that is still not accepted, the Contractor will be charged all costs of submittal review. The charges will be deducted from the Contractor's next payment request.
- 3.12.7 Informational submittals on which the State is not expected to act, may be identified in the Contract Documents.
- 3.12.8 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the State will be entitled to rely upon the accuracy and completeness of such calculations and certifications.
- 3.12.9 When descriptive catalog designations, including manufacturer's name, product brand name, or model number(s) are referred to in the Contract Documents, such designations shall be considered as being those found in industry publications of current issue at date of first Invitation to Bid.
- 3.12.10 Substitutions and Approved Equals: Alternative material(s), article(s), or equipment that are of equal quality and of required characteristics for the purpose intended may be proposed by the Contractor for use in the Work, provided the Contractor complies with the Specifications and the following requirements:
 - .1 The Contractor shall submit a proposal for the alternative material(s), article(s), or equipment, in writing, within 35 days after Contract start date stated in the Notice to Proceed. In exceptional cases where the best interests of the State so require, the State may give written consent to a submittal or resubmittal received after expiration of the time limit designated.
 - .2 The proposal will not be considered unless the submittal is accompanied by complete information and descriptive data necessary to determine equality of offered material(s), article(s), or equipment. Samples shall be provided when requested by the State. Burden of proof as to comparative quality, suitability, and performance of offered material(s), articles(s), or equipment shall be upon the Contractor. The State will be the sole judge as to such matters. In the event the State rejects the use of such alternative(s) submitted, then one of the particular products originally specified in the Contract Documents shall be furnished.
 - .3 If mechanical, electrical, structural, or other changes are required for installation, fit of alternative materials, articles, or equipment, or because of deviations from Contract Drawings and Specifications, such changes shall be made without consent of the State, and shall be made without additional cost to the State.

3.13 TESTS AND INSPECTIONS

- 3.13.1 The Contractor shall at all times permit the State, its agents, officers, and employees to visit the Project site and inspect the Work, including shops where work is in preparation. This obligation shall include maintaining proper facilities and safe access for such inspection. Including, but not limited to providing lifts, ladders, scaffolds, platforms and paths of travel. When the Contract Documents require a portion of the Work to be tested, such portion of work shall not be covered up until inspected and approved by the State. The Contractor shall be solely responsible for notifying the State where and when the work is ready for inspection and testing. Should any work be covered without the required testing and approval, such work shall be uncovered and recovered at the Contractor's expense. Whenever the Contractor intends to perform work on Saturday, Sunday, or a legal holiday, the Contractor shall give written notice to the State of such intention at least 48 hours prior to performing the Work, so that the State may make necessary arrangements.
- 3.13.2 If the State determines that portions of the Work require additional testing, inspection or approval not included in the Contract Documents, the State will instruct the Contractor, in writing, to make arrangements for additional testing, inspection or approval by an entity acceptable to the State, and the Contractor shall give 48 hours written notice to the State of where and when tests and inspections will be conducted so that the State may observe the procedures. The State will bear the costs except as provided in Subparagraph 3.13.3.
- 3.13.3 If procedures for testing, inspection or approval under Subparagraphs 3.13.1 and 3.13.2 reveal failure of a portion(s) of the Work to comply with the Contract Documents, the Contractor shall bear all costs made necessary by such failure(s) including those of repeated procedures and compensation for the State's services and expenses.
- 3.13.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and delivered to the State within 14 days after each test.

3.14 USE OF PROJECT SITE

- 3.14.1 The Contractor shall confine operations at the Project site to areas permitted by law, ordinances, permits and the Contract Documents.
- 3.14.2 The Contractor shall perform no operations of any nature on or beyond the limits of Work or premises, except as such operations are authorized in the Contract Documents or authorized by the State.
- 3.14.3 The Contractor shall ensure the limits of Work to be free of graffiti or other similar defacements during the time of the Contract; if such defacement occurs, then the Contractor shall properly remove, repair, or correct the affected area(s), or as otherwise directed by the State. The Contractor shall protect exposed surfaces within the limits of Work, with anti-graffiti coatings, and maintain such protection continuously effective during the time of the Contract.
- 3.14.4 Prohibitions: Pursuant to Subparagraph 3.2.2, the use of alcohol and tobacco products, and the use or possession of weapons, or illegal controlled substances by the Contractor, or others under the Contractor's control, on State property is not allowed. Residing on site in temporary facilities by the Contractor, or others under the Contractor's control, is not allowed unless otherwise specified in the Specifications.

3.15 CUTTING AND PATCHING

- 3.15.1 The Contractor shall be responsible for cutting, fitting or patching as required to complete the Work.
- 3.15.2 The Contractor shall not damage nor endanger the Work by cutting, patching or otherwise altering the construction, and shall not cut nor otherwise alter the construction without prior written consent of the State.

3.16 CLEANING UP

- 3.16.1 The Contractor shall keep the Project site and surrounding areas free from waste materials and/or rubbish caused by operations under the Contract and at other times when directed by the State. At all times while finish work is being accomplished, floors shall be kept clean, free of dust, construction debris and trash. Upon completion of the Work, the Contractor shall remove from the Project site the Contractor's tools, construction equipment, machinery, and any waste materials not previously disposed of, leaving the Project site thoroughly clean, and ready for the State's final inspection.
- 3.16.2 If the Contractor fails to clean up as provided in the Contract Documents, the State may do so and charge the cost thereof to the Contractor.

3.17 ACCESS TO WORK: The Contractor shall provide the State continuous and safe access to the Work. Including, but not limited to providing lifts, ladders, scaffolds, platforms and paths of travel.

3.18 ROYALTIES AND PATENTS: The Contractor shall pay royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and hold the State harmless.

3.19 INDEMNIFICATION

3.19.1 **Duty To Defend:** To the fullest extent permitted by law, the Contractor shall defend the State and any officer or employee of the State from and against suits filed against the State alleging claims, (including costs of attorney's fees) by reason of liability imposed by law and claims, including but not limited to, claims of personal injury, death, damage to property and loss of use thereof, or any claims arising out of the Contractor's performance of the Contract, or damages of other relief based on allegations of the failure of the Contractor, or the Contractor's Subcontractors to properly perform their obligations under the Contract, of the Contractor's violations of any legal duties, even if the allegations of any suit are groundless, false or fraudulent, and the Contractor may make such investigation and settlement of any suit as the Contractor deems expedient. This duty to defend is separate and independent from the Contractor's duty to indemnify and hold harmless the State from such claims. Any failure to fulfill this obligation shall be a default of the Contractor's performance obligations under the Contract.

3.19.2 **Duty to Indemnify:** To the fullest extent permitted by the law, the Contractor shall hold harmless and indemnify the State and any officer or employee of the State from and against claims, losses and expenses (including costs of attorney's fees) by reason of liability imposed by law for claims, including but not limited to, claims of personal injury, death, damage to property and loss of use thereof, or any claims arising out of the Contractor's performance of the Contract, or damages or other relief based on allegations of the failure of the Contractor, or the Contractor's Subcontractors to properly perform their obligations under the Contract, or the Contractor's violations of any legal duties. Any failure to fulfill this obligation shall be a default of the Contractor's performance obligations under the Contract.

3.20 AIR POLLUTION: The Contractor and Subcontractors shall comply with State and/or local air pollution control rules, regulations, ordinances, and statutes that apply to work performed under the Contract. If there is a conflict between the State and local air pollution control rules, regulations, ordinances and statutes, the most stringent shall govern.

3.21 CERTIFICATION BY CONTRACTOR OF RECYCLED CONTENT: The Contractor shall certify in writing, under penalty of perjury, to the State, the minimum, if not exact, percentage of recycled content, both postconsumer material and secondary material, as defined in Public Contract Code Sections 12153, 12200, and 12209, in materials, goods, or supplies offered or products used in the performance of the Contract, regardless of whether the product meets the required recycled percentage as defined in Sections 12153, 12200, and 12209. The Contractor may certify that the product contains zero recycled content.

3.22 UNFAIR BUSINESS PRACTICES: The Contractor agrees and will require the Subcontractors and suppliers to agree to assign to the State all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Section 15), or under the Cartwright Act (commencing with Section 16700 of the Business and Professions Code), arising from the purchase of goods, services

or materials, pursuant to the Contract Documents or subcontract thereunder. An assignment made by the Contractor, and additional assignments made by Subcontractors and suppliers, shall be deemed to have been made and will become effective at the time the State tenders final payment to the Contractor, without further acknowledgment of the parties.

3.23 CHILD SUPPORT COMPLIANCE ACT: For any contract in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code Section 7110, that: (a) the Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and (b) the Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

3.24 CONTRACTOR REQUIRED NOTIFICATION OF CHANGES

3.24.1 The Contractor shall notify the State's Representative in writing of any change to Contractor's name, status, or information including but not limited to:

- .1 Name
 - .1 An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of Contractor's notification and legal documentation of the name change, the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
 - .2 The State shall not be liable for penalties or interest on payments which are delayed due to Contractor's change of name and subsequent amendment processing.
- .2 Address/Location
- .3 Federal Employer Identification Number (FEIN)
- .4 Type of Organization or Legal Status – including:
 - .1 Corporate
 - .2 Partnership
 - .3 Individual/Sole Ownership
 - .4 Joint Venture
 - .5 Limited Liability Company
 - .6 DBA
- .5 Ownership
- .6 Officers or Key Personnel
- .7 License
- .8 Other (Bankruptcy, Etc.)

3.24.2 Contractor shall immediately provide an updated Standard Form 204 (IRS/FTB form) to the Contracts Management Section within 5 calendar days of any such relevant change.

3.24.3 The State shall not be liable for penalties or interest on payments which are delayed due to Contractor's lack of proper or timely notice and documentation of a relevant change in status which impacts the State's ability to pay.

3.24.4 Contractor shall submit the firm's status change in writing including the Contract Number, Project Title and all necessary backup and legal documentation to support the status change to California Correctional Training and Rehabilitation Authority, 560 East Natoma Street, Folsom, CA 95630.

ARTICLE 4 – SUBCONTRACTORS

4.1 SUBLETTING AND SUBCONTRACTING

- 4.1.1 The Contractor shall adhere to the rules governing subcontracting as set forth in the Subletting and Subcontracting Fair Practices Act, commencing with Public Contract Code Section 4100. Subcontractor substitutions shall be in accordance with provisions of the Subletting and Subcontracting Fair Practices Act, beginning with Public Contract Code Section 4100. Violations of this Act by the Contractor may subject the Contractor to penalties and disciplinary action as provided by the Subletting and Subcontracting Fair Practices Act.
- 4.1.2 The Contractor shall be responsible for the Work. Persons engaged in the Work of the Project are the responsibility and under the control of the Contractor. The Contractor shall give personal attention to fulfillment of the Contract and shall keep the Work under the Contractor's control. When any Subcontractor fails to execute a portion of the Work in a manner satisfactory to the State, the Contractor shall remove such Subcontractor immediately upon written request notice from the State, and the Subcontractor shall not again be employed on the Project. Although Specification Sections of the Contract Documents may be arranged according to various trades or general grouping of work, the Contractor is not obligated to sublet work in any manner. The State will not entertain requests to arbitrate disputes among Subcontractors or between the Contractor and Subcontractor(s) concerning responsibility for performing any part of the Work.
- 4.1.3 The State may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Sections 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on a public works project.
- .1 Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

4.2 SUBCONTRACTUAL RELATIONS

- 4.2.1 The Contractor shall make available to each proposed Subcontractor, prior to the execution of a Subcontractor Agreement, copies of the Contract Documents to which the Subcontractor will be bound. Upon written request of the Subcontractor, the Contractor shall identify to the Subcontractor the terms and conditions of the proposed Subcontractor Agreement which may or may not be at variance with the Contract. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. The Contractor shall, by Subcontractor Agreement, require each Subcontractor, to the extent of the work to be performed by the Subcontractor:
- .1 To be bound to the Contractor by terms of the Contract.
- .2 To assume toward the Contractor the obligations and responsibilities which the Contractor, by the Contract, assumes toward the State.
- .3 To preserve and protect the rights of the State under the Contract Documents with respect to the work to be performed by the Subcontractor.
- .4 To be allowed, unless specifically provided otherwise in the Subcontractor Agreement, the benefits of rights, remedies and redress against the Contractor that the Contractor, by the Contract, has against the State.
- .5 To enter into similar agreements with Sub-subcontractors.
- 4.2.2 Subcontractor Payments: The Contractor shall pay the Contractor's Subcontractors for work performed no later than 10 days after receipt of each progress payment. If there is a good faith dispute over all or any portion of the amount due to a Subcontractor on a progress payment, the Contractor may withhold no more than 150 percent of the disputed amount. This provision shall apply to Sub-subcontractors also. A violation

of these requirements invokes the payment and penalty provisions of Public Contract Code Sections 10262 and 10262.5.

- 4.3 CONTRACT ASSIGNMENTS:** Performance of the Contract may not be assigned except upon written consent of the State. Consent will not be given to an assignment which would relieve the Contractor or the Contractor's Surety of their responsibilities under the Contract.

ARTICLE 5 – CONSTRUCTION BY THE STATE OR BY SEPARATE CONTRACTORS

5.1 STATE'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

- 5.1.1 The State reserves the right to perform work or operations related to the Project with the State's own work force, and to award separate contracts in connection with other portions of the Project, and other construction or operations on the Project site or adjacent to the Project. The Contractor shall at all times conduct the Work so as to impose no hardship on the State or others engaged in work on the Project, nor to cause any unreasonable delay or hindrance to the Project.
- 5.1.2 When separate contracts are awarded for different portions of the Project, "the Contractor" in the Contract Documents in each case shall mean the contractor who executes each separate contract. Each contractor is the intended third part beneficiary of other contracts for the Project.
- 5.1.3 The Contractor shall not cause unnecessary hindrance or delay to another contractor working on or near the Project. If the performance of any contract for the Project is likely to be interfered with by the simultaneous execution of some other separate contract or contracts, the State will decide which contractor may proceed.
- 5.1.4 Costs caused by defective or ill-timed work shall be borne solely by the responsible contractor.

5.2 MUTUAL RESPONSIBILITY

- 5.2.1 The Contractor shall cooperate fully with the State and separate contractors regarding the execution of their work as follows:
- .1 The Contractor shall cooperate fully with the State and all separate contractors regarding introduction and storage of their materials and equipment.
 - .2 The Contractor shall coordinate with the State and separate contractors regarding construction scheduling and sequence of operations, subject to approval of the State.
 - .3 Each contractor shall monitor the schedule and progress of each other contractor whose work affects its work and shall provide timely notice to the State of potential problems of interface so that the State can mitigate the problem.
 - .4 The Contractor shall properly connect the Work to the work of the State or the separate contractors.
 - .5 The Contractor shall inspect the work of the State or other contractors affecting the Work and promptly report to the State in writing irregularities or defects in the separate work, which renders it unsuitable for reception or connection of the Work.
 - .6 Failure of the Contractor to inspect and report shall constitute acceptance of the other work as fit and proper to receive the Work, except as to defects which may develop in the other work after execution of the Contractor's Work.
- 5.2.2 Claims Between Separate Contractors:
- .1 Should the Contractor cause damage to the work or property of any separate contractor on the Project, the Contractor shall, upon due notice, settle with such other contractor by agreement, mediation or arbitration, if they will so settle.
 - .2 If such separate contractor sues the State or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, the State will notify the Contractor who shall defend such proceedings at the Contractor's sole expense.

- .3 The Contractor shall pay or satisfy any judgment or award against the State, arising therefrom. In addition, the Contractor shall pay the State for attorney's fees, court, arbitration or mediation costs and additional administrative, professional, consultant, inspection, testing and other service costs which the State has incurred.
- 5.2.3 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to any completed or partially completed construction or to any property of the State or separate contractors as provided in Subparagraph 10.1.6.
- 5.2.4 Cutting and Patching Under Separate Contracts: The Contractor shall be responsible for any cutting, fitting and patching that may be required to complete the Work, except as otherwise specifically provided for in the Contract Documents. The Contractor shall not endanger any work of the State or of any other contractor by cutting, excavating, or otherwise altering any work, except with the written consent of the State.
- 5.3 STATE'S RIGHT TO CLEAN UP:** If a dispute arises among the Contractor, separate contractors and/or the State as to the responsibility under their respective contracts for maintaining the Project site and surrounding areas free from waste materials and rubbish as described in Paragraph 3.16, the State may clean up and allocate the costs among those responsible.

ARTICLE 6 – CHANGES IN THE WORK

6.1 GENERAL

- 6.1.1 The State may order changes, including but not limited to, revisions to the Contract Documents, performance of extra work, and the elimination of work, without invalidating the Contract. Orders for such changes will be in writing. Changes shall not affect the obligations of the sureties on the contract bonds nor require their consent. Contract Time and Contract Sum will be adjusted, by written Change Order for changes which materially increase or decrease the time or cost or performance.
 - .1 Proposed Change Order: The Contractor will be issued a written proposed Change Order by the State describing the intended changes to the Work.
 - .2 Timeline: Within 14 days, the Contractor shall submit to the State the Contractor's proposed cost estimate to be added or deducted from the Contract Sum due to the change, authenticated in full by completely detailed estimates and other authenticators of the cost by the Contractor, Subcontractors, Sub-subcontractors, vendors or material suppliers, and any adjustments of time of Completion of the entire Work that is directly attributable to the State's proposed Change Order.
- 6.1.2 The Contractor, when ordered by the State, shall proceed with changes before agreement is reached on adjustment in compensation or time for performance, and shall furnish to the State records as specified in Clause 6.2.1.3. If the Contractor fails to provide such records, the State's records will be used for the purpose of adjustment in Contract Time and Contract Sum.
 - .1 Contractor may make payment requests for such work.
- 6.1.3 The Contractor will forfeit compensation for cost and/or time for proceeding with changes to the Work without written authorization from the State. The Contractor shall notify the State, in writing, and request an evaluation whenever it appears a change is necessary. This written notice shall be made within 24 hours of such discovery. If the State concurs with the Contractor's request for a change to the Work, the State will follow the procedures under Article 6. Delays as a result of these requests will be the responsibility of the Contractor.

6.2 CHANGE ORDER

- 6.2.1 Methods used in determining adjustments to the Contract Sum shall be based on one of the following methods:

- .1 By mutual acceptance of a lump sum increase or decrease in costs. Upon the State's written request, the Contractor shall furnish a detailed estimate of increase or decrease in costs, together with cost breakdowns and other support data within the time specified in such request. The Contractor shall be responsible for any additional costs caused by the Contractor's failure to provide the estimate within the time specified.
- .2 By the State, based on the State's estimate of increase or decrease in the costs.
- .3 By the State, whether negotiations are initiated as provided in Clause 6.2.1.1, by actual and necessary costs, as determined by the State, on the basis of records. Beginning with the first day and at the end of each day, the Contractor shall furnish to the State detailed hourly records for labor, construction equipment, and services; and itemized records of materials and equipment used that day in performance of the changes. Such records shall be on a form acceptable to the State. Such records shall be signed by the Contractor and, when agreed to by the State, will become the basis for compensation for the changed work. Such agreement shall not preclude subsequent adjustment based upon later audit by the State.
- .4 By unit prices stated in the Contract Documents, or subsequently agreed upon.
- .5 By a manner agreed upon by the State and the Contractor.

6.2.2 Allowable Costs: The only costs which will be allowed due to changes in the Work shall be computed in the following manner:

- .1 Labor: Compensation for labor shall include the applicable payroll cost for labor, including first level supervision providing physical construction labor directly engaged in performance of the changes. Others, who may be involved in the preparation of the change order, including, but not limited to supervisors, superintendent, engineers, or estimators, shall be considered as overhead costs under Clause 6.2.2.4. Payroll cost for labor shall be the General Prevailing Wage Rates applicable for this project and in the locality for performance of the changes. In addition to the published rates, only social security, worker compensation, state and federal taxes shall be included in the total payroll cost. Other costs shall be considered as mark-ups under Clause 6.2.2.4. Use of a classification which would increase labor costs will not be permitted.
- .2 Materials and Equipment: Compensation for materials and equipment shall include the necessary costs for materials and equipment directly required for performance of the changes. Cost of materials and equipment may include costs of transportation and delivery. If discounts by suppliers are available to the Contractor, they shall be credited to the State. If materials and equipment are obtained from a supply or source owned by, or in part, by the Contractor, payment therefore will not exceed current wholesale prices for such materials and equipment. If, in the opinion of the State, the cost of materials and equipment is excessive, or if the Contractor fails to furnish satisfactory evidence of costs from supplier, the cost of materials and equipment shall be the lowest current wholesale price at which similar materials and equipment are available in quantities required. The State reserves the right to furnish materials and equipment required for performance of the changes, and the Contractor shall have no claim for costs or markups on such materials and equipment.
- .3 Construction Equipment:
 - .1 Compensation for construction equipment shall include the necessary costs for use of construction equipment directly required for performance of the changes. Any use for less than 30 minutes shall be considered one half hour. No costs will be allowed for time while construction equipment is inoperative, idle, or on standby, for any reason, unless such times have been approved in advance by the State. Rental time for construction equipment moved by its own power shall include the time required to move construction equipment to the Work site from the nearest available source for rental of such equipment, and time required to return such equipment to the source. If construction equipment is not moved by its own power, loading and transportation costs will be paid in lieu of such rental time. Neither moving time nor loading and transportation costs will be allowed if the construction equipment is used for any work other than the changes. No allowance will be made for individual pieces of construction equipment and tools having a replacement value of \$500 or less. No construction equipment costs will be recognized in excess of rental rates established by distributors or equipment rental agencies in the locality for performance of the changes.
 - .2 Unless otherwise approved by the State, the allowable rate for use of construction equipment

shall constitute full compensation to the Contractor for cost of fuel, power, oil, lubrication, supplies, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor except for construction equipment operators and any and all costs to the Contractor incidental to the use of such construction equipment.

- .4 Mark-Ups for Added Work:
 - .1 General: The following allowance for mark-ups for performance of the changes shall constitute full compensation for additional field and home office overhead, profit, insurance, taxes, and bonds, and other costs not covered under Clauses 6.2.2.1 through 6.2.2.3.
 - .2 Contractor: When work is added, the Contractor may claim mark-up in addition to authorized allowable costs, a reasonable sum as compensation for the items identified in 6.2.2.4.1 above, subject to proof of entitlement based on actual job costs, actual job experience, the Contractor's bidding data, and industry custom and practice. Under no circumstance can this sum exceed the following percentages:
 - .1 Contractor Labor: 21 percent, includes bond cost
 - .2 Contractor Materials and Equipment: 16 percent, includes bond cost
 - .3 Subcontractor Work: 6 percent of Subcontractor's costs, includes bond cost
 - .3 Subcontractors: When work is added, the Subcontractor may claim mark-up in addition to authorized allowable costs, a reasonable sum as compensation for the items identified in 6.2.2.4.1 above, subject to proof of entitlement based on actual job costs, actual job experience, the Subcontractor's bidding data, and industry custom and practice. Under no circumstance can this sum exceed the following percentages:
 - .1 Subcontractor Labor: 20 percent
 - .2 Subcontractor Materials and Equipment: 15 percent
 - .3 The aggregate mark-ups for all Subcontract tiers shall not exceed 20 percent for labor and 15 percent for materials and equipment.
- .5 For Deleted Work: When the State is entitled to a credit for deleted work, the credit shall include direct labor, materials, and supervision plus overhead of the Contractor or Subcontractor, as applicable for the deleted work. Deleted overhead shall be computed as no less than 5 percent of the direct labor, materials, and supervision, and should reflect the actual savings to the Contractor resulting from the deletion based upon actual job prices for the work at issue, actual job experience, the Contractor's bidding data for the project and industry custom and practice. For example, if a \$10,000 item of work is deleted, the credit to the State would be no less than \$10,500.
- .6 For Combination of Added and Deleted Work: For Change Orders that involve both added and deleted work, the Contract Sum will be adjusted as described herein. Cost before mark-ups of added and deleted work shall each be separately estimated. If a difference between costs results in an increase to the Contract Sum, a mark-up for added work shall be applied to the difference. If a difference in costs results in a decrease, then the 5 percent credit to the State for deleted overhead set forth above shall be applied to the difference.
- .7 General Limitations: Costs to the Contractor for changes which exceed market values prevailing at the time of the change will not be allowed unless the Contractor establishes that all reasonable means for performance of the changes at prevailing market values have been investigated and the excess cost could not be avoided. Notwithstanding actual charges to the Contractor on work performed or furnished by others, no mark-ups will be allowed in excess of those specified in Clause 6.2.2.4 above.

- 6.2.3 Cost Disallowance: Costs which will not be allowed or paid in Change Orders or Claim settlements under this Contract include, but are not limited to, interest cost of any type other than those mandated by statute; Claim preparation or filing costs; legal expenses; the costs of preparing or reviewing proposed Change Orders or Change Order proposals concerning Change Orders which are not issued by the State; lost revenues; lost profits; lost income or earnings; rescheduling costs; costs of idled equipment when such equipment is not yet at the site or has not yet been employed on the Work; lost earnings or interest on unpaid retainage; claims consulting costs; the costs of corporate officers or staff visiting the site or participating in meetings with the State; any compensation due to the fluctuation of foreign currency conversions or exchange rates; or loss of other business.

6.3 ACCEPTANCE OF CHANGE ORDERS: The Contractor's written acceptance of a Change Order shall constitute final and binding agreement to the provisions thereof and a waiver of Claims in connection therewith, whether direct, indirect, or consequential in nature.

6.4 EFFECT ON SURETIES: Alterations, extensions of time, extra and additional work, and other changes authorized by the Contract Documents may be made without securing consent of Surety(s) on Contract Bonds.

ARTICLE 7 – TIME

7.1 NOTICE TO PROCEED

7.1.1 The Contractor will be notified of the Contract start date as stated in the Notice to Proceed. Notwithstanding other provisions of the Contract, the State will not be obligated to accept or to pay for work furnished by the Contractor prior to the start date stated in the Notice to Proceed whether the State has knowledge of the furnishing of such work. The Contractor shall not be allowed on the site of the Work until the Contractor's Contract bonds and certificates of insurance comply with requirements of the Contract.

7.1.2 Work under the Contract shall be conducted in accordance with Paragraph 3.10. The Contractor shall not begin any Work until authorized in writing by the State.

7.2 CONTRACT TIME: The start and completion dates will be stated in a Notice to Proceed. It is essential that the Project be completed within the time fixed for Completion or liquidated damages will be assessed for delay. All portions of the Work shall be completed and shall be ready for full use by the State on, or prior to, the date of Completion.

7.2.1 Time is of the essence in this Contract.

7.3 LIQUIDATED DAMAGES: For every day that the Work remains unfinished after the time fixed for Completion in the Contract Documents, as modified by any approved extension of time, damages will be sustained by the State. Because of the difficulty in computing actual material loss and disadvantages to the State, it is determined in advance that the Contractor will pay the State the amount of damages set forth in the Agreement, as representing a reasonable forecast of actual damages which the State will suffer by failure of Contractor to complete the Work within the time fixed for Completion in the Contract. Execution of the Agreement shall constitute acknowledgment by the Contractor that the Contractor agrees that the State will actually suffer damages in the amount fixed for every Day during which Completion of the Work is avoidably delayed beyond the time fixed for Completion in the Contract.

7.4 TIME EXTENSIONS

7.4.1 Request for Time Extension: In the event the Contractor requests an extension of Contract Time for unavoidable delay, the Contractor shall furnish such justification and supporting evidence as the State may deem necessary for the determination as to whether the Contractor is entitled to an extension of Contract Time. The Contractor shall submit justification in writing no later than 7 days after the initial occurrence of any delay. The justification shall be based on the Official Progress Schedule as updated at the time of occurrence of the delay or execution of work related to any changes to the scope of the Work. The justification shall include, but is not limited to the following information:

- .1 Duration to perform activity(ies) relating to changes in the Work and resources (manpower, equipment, material, etc.) required to perform these activities within the stated duration.
- .2 Logical ties to the Official Progress Schedule for proposed changes or delay showing activity(ies) in the schedule start or completion dates are affected by the change or delay.

7.4.2 The State, upon receipt of such justification and supporting evidence, shall make its finding of fact. The State's decision shall be final and conclusive, and the State will advise the Contractor in writing of such

decision. If the State finds that the Contractor is entitled to an extension of Contract Time, the State's determination as to the total number of extension days shall be based upon the latest updated version of the Official Progress Schedule. Such data will be included in the next monthly updating of the schedule.

- 7.4.3 Time Extensions: For delays that the State agrees are unavoidable, the Contractor shall, pursuant to the Contractor's application, be allowed an extension of time beyond the Contract Time. During such extension of time, neither extra compensation for engineering and inspection nor liquidated damages will be charged to the Contractor. Time extensions shall be granted only for delays or changes that extend the completion date, based on the latest updated version of the Official Progress Schedule. Time extensions for delays and changes shall not exceed one day for each day that the Contract completion date of the Official Progress Schedule is extended by this change or delay.

7.5 DELAYS IN COMPLETION OF THE WORK

- 7.5.1 Notice of Delays: Whenever the Contractor foresees delay in the continuance and completion of the Work, or immediately upon the occurrence of any delay which the Contractor regards as unavoidable, the Contractor shall notify the State in writing, in a separate notice of the delay. The Contractor's notice shall include the probability of the occurrences of such delay and its cause so that the State may take immediate steps to prevent the occurrence or continuance of the delay. If the delay cannot be prevented, the State will determine whether the delay is unavoidable and to what extent continuance and completion of the Work is anticipated to be delayed.

- .1 The Contractor shall make no claim for delay not called to the attention of the State in writing, at the time of its occurrence.
- .2 Delay in the continuance of parts of the Work that may in themselves be unavoidable but do not necessarily prevent or delay the continuance of other parts of the Work nor the completion of the whole Work within the time specified, shall be deemed to constitute neither avoidable delays nor unavoidable delays, within the meaning of the Contract.

- 7.5.2 Justified Delay: Justified delays in the continuance or completion of the Work shall include delays which result from causes beyond the control of the Contractor and which could not have been avoided by the exercise of due care and diligence on the part of the Contractor or the Contractor's Subcontractors. Delay in completion of the Work due to Contract modifications ordered by the State and unforeseeable delays in continuance or completion of the work of other contractors employed by the State may be considered justified delays insofar as they interfere with the Contractor's completion of the Work. Delays due to normal weather conditions which prevent the Contractor from proceeding with the controlling item on the accepted critical path schedule will not be regarded as a justified delay.

- 7.5.3 Weather Delays: If weather conditions are the basis for delays in the continuance or completion of the Work, such delay shall be documented by 5 year climatological data obtained by the Contractor, from the nearest nationally recognized reporting station to the Work site, substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction. The State will not be responsible for additional costs of the Contractor caused by weather delays, including, but not limited to, costs of extended overhead.

7.6 ACCELERATION

- 7.6.1 The State reserves the right to accelerate the Work of the Contract. If the State directs acceleration, such directive will be only in written form. The Contractor shall keep cost and other Project records related to the acceleration directive separately from normal Project costs and records and shall provide a daily written record of acceleration cost to the State.
- 7.6.2 In the event that the Contractor believes that some action or inaction on the part of the State constitutes an acceleration directive, the Contractor shall immediately notify the State in writing that the Contractor considers the actions an acceleration directive. This written notification shall detail the circumstances of the

acceleration directive. The Contractor shall not accelerate work efforts until the State responds to the written notification. If acceleration is then directed or required by the State, cost records referred to above shall be maintained by the Contractor and provided to the State on a daily basis.

- 7.6.3 In order to recover additional costs due to acceleration, the Contractor shall document that additional expenses were incurred and paid by the Contractor. Labor costs recoverable will be only overtime or shift premium costs or the cost of additional laborers brought to the site to accomplish the accelerated work effort. Equipment costs recoverable will be only the cost of added equipment mobilized to the site to accomplish the accelerated work effort.

ARTICLE 8 – PAYMENTS AND COMPLETION

- 8.1 SCHEDULE OF VALUES:** Before the first Payment Request, the Contractor shall submit to the State a Schedule of Values allocated to portions of the Work, included with the Contractor's Progress Schedule, and supported by such data to substantiate the accuracy as the State may require. This Schedule of Values, unless objected to by the State, shall be used as a basis for progress payments.

8.2 TIMELINESS OF PAYMENTS

- 8.2.1 Upon receipt of a Payment Request by the designated State's Representative with updated Progress Schedule from the Contractor, the State will review same to determine if it is a proper Payment Request based on the approved Schedule of Values. Any Payment Request determined by the State not to be suitable for payment shall be modified and processed in accordance with the State's assessment or returned to the Contractor for resubmittal. The reason(s) the Payment Request was deemed unsuitable shall be stated in writing.
- 8.2.2 Actual payment request submittal date shall be established by the State. Thereafter, the payment request submittal date will be monthly on the same date.
- 8.2.3 The State will make progress payments pursuant to Public Contract Code Section 10261.5.

8.3 RETENTIONS

- 8.3.1 Upon submittal and receipt of a monthly payment request in accordance with Paragraph 8.2 above, the following shall apply:
- .1 The Contractor's Payment Request shall include the total amount of Work completed to date, including materials furnished and delivered on the Project site, not used, or in a secure bonded warehouse, and the value of the materials to date; pursuant to Public Contract Code Section 10261. The Contractor shall furnish evidence showing the value of such materials.
 - .2 The State shall retain not less than 10 percent of the estimated value of Work completed.
- 8.3.2 Securities in Lieu of Retention: At the request and expense of the Contractor, and in accordance with Public Contract Code Section 10263, the Contractor may provide securities in lieu of retention.
- 8.4 ASSIGNMENT OF CONTRACT FUNDS:** The Contractor may assign moneys due or to become due under the Contract, through an amendment to the Contract. Any assignment of moneys earned by the Contractor shall be subject to proper retention in favor of the State and to deductions provided for in the Contract. Moneys withheld, whether assigned or not, are subject to being used by the State to the extent permitted by law, for the Completion of the Work in the event that the Contractor is in default of the Contract.

8.5 OCCUPANCY BY THE STATE PRIOR TO COMPLETION OF THE WORK

- 8.5.1 The State reserves the right to occupy all or any part of the Project prior to Completion of the Work, upon written notice. Such occupancy or use is herein referred to as Beneficial Occupancy. In this event, the Contractor shall be relieved of responsibility to the State for liability arising out of such occupancy by the

State. Nevertheless, the Builder's Risk Coverage must remain in effect, with either a "consent to occupy" endorsement or a waiver of occupancy endorsement, with no right of recovery against the State.

- 8.5.2 The State's Beneficial Occupancy does not constitute Completion of the Work or Acceptance of the Work by the State, or any portion of the Work, nor will it relieve the Contractor of responsibility for correcting defective Work or materials found at any time before Acceptance of the Work, as set forth in Article 12 or during the Guarantee period as set forth in Paragraph 3.5, or after the State's acceptance, as set forth in Subparagraph 8.6.1. However, when the Project includes separate buildings, and one or more of the buildings is entirely occupied by the State, then upon written request by the Contractor and by written consent from the State, the Guarantee period will commence to run from the date of the State's occupancy of such building or buildings.

8.6 ACCEPTANCE OF THE WORK AND FINAL PAYMENT

- 8.6.1 When the Contractor considers the Work complete, the Contractor shall request a final inspection in writing to be conducted by the State.

- .1 The Contractor shall request this final inspection only when all Work, including deficient items identified on previous inspections, have been completed and deliverables delivered.
- .2 The State Representative shall conduct a final inspection within 14 days of receipt of a written request from the Contractor for final inspection.
- .3 If, after the inspection, the State Representative determines that the Work is complete, the State Representative will establish a date for Completion of the Work. The State Representative will then recommend to the General Manager of the California Correctional Training and Rehabilitation Authority, or the Director's designee, to accept the Work within 60 days from the date of Completion of the Work.
- .4 Upon Acceptance of the Work by the General Manager: (a) The Retention held by the State will be released, and (b) The Contractor will be relieved of the duty of maintaining and protecting the Work.
- .5 If the State determines that the Work is not complete, the Contractor will be notified in writing of deficiencies. After correcting all deficiencies, the Contractor shall again initiate the procedures for final inspection as set forth above. If the process of reinspection and correction of deficiencies goes beyond the Contract Time, the Contractor shall be assessed liquidated damages.
- .6 Determination by the State that the Work is complete, or Acceptance of the Work will not bar any Claim against the Contractor pursuant to Paragraph 3.5.

- 8.6.2 Upon Acceptance of the Work, the State will submit a final statement to the Contractor:

- .1 The final statement shall take into account the Contract Sum as adjusted by any Change Orders, amounts already paid to the Contractor, sums to be withheld for incomplete Work, liquidated damages, stop notices, and for any other cause under the Contract.
- .2 A warrant in the amount of the sum due to the Contractor, if any, will be issued.
- .3 If the Contractor owes any amount to the State, the final statement shall serve as an invoice to the Contractor.

- 8.6.3 The Contractor is required to pay Subcontractors from which a Retention has been withheld within 7 days of receipt from the State of Retention proceeds.

- 8.6.4 The Contractor has 30 days after receipt of the final statement to file a Claim with the State.

- .1 All Claims shall comply with the requirements of Subparagraph 9.1.2.
- .2 Failure to file a Claim within the 30-day period constitutes a failure to diligently pursue and exhaust the required administrative procedures set forth in the Contract. Such failure shall constitute waiver of additional rights to compensation under the Contract or the right to request Equitable Adjustment.
- .3 If the Contractor does not file a Claim within the 30-day period, the final warrant made by the State will become a complete and final settlement between the State and the Contractor.

- 8.7 **INTEREST:** Payments due and unpaid under the Contract shall earn interest pursuant to Public Contract Code Sections 7107 and 10261.5.

ARTICLE 9 – DISPUTES AND CLAIMS

9.1 DISPUTE AND CLAIM PROCEDURES

9.1.1 Dispute as to Contract Requirements: When the Contractor and the State fail to agree whether any work is within the scope of Contract requirements, the Contractor shall immediately perform such work upon receipt of a written notice to do so by the State. Within 14 days after receipt of such notice to perform disputed work, the Contractor may submit a written protest to the State, specifying in detail the Contract requirements that were exceeded, and approximate change in cost resulting so that the State will have notice of a potential Claim. Failure to submit a protest within the specified period shall constitute a waiver of any and all rights to an adjustment in Contract Sum and Contract Time due to such work, and the Contractor thereafter shall not be entitled to adjustment of Contract Sum or Contract Time. For any such work that is found to exceed Contract requirements, there shall be an adjustment in Contract Sum and Contract Time on same basis as any other change in the Work.

- .1 The Contractor shall provide supporting data and shall provide and maintain records of costs attributable to Disputes in similar manner as for Change Orders in Article 6.
- .2 The State's Representative and the Contractor's Superintendent will make every reasonable effort to resolve the Dispute prior to proceeding to the next step.
- .3 Either the State or the Contractor may call a special meeting for the purpose of resolving the Dispute. Such a meeting will be held within 7 days of written request thereof.
- .4 If the Dispute as to the Contract Documents has not been resolved, the Contractor shall, within 14 days after the special meeting, take one or more of the following actions:
 - .1 Submit additional supporting data requested by the State;
 - .2 Modify the initial Dispute; or
 - .3 Notify the State that the initial Dispute stands as is.
- .5 If the Dispute has not been resolved within 7 days after the Contractor's action in response to Clause 9.1.1.4, another meeting may be scheduled, at the State's option, with senior management personnel of the State and the Contractor. The purpose of this meeting is to resolve the Dispute prior to proceeding to the action under Subparagraph 9.1.2.

9.1.2 Claim Submission and Documentation: If a Dispute has not been resolved at the time of the State's final statement, the Contractor shall submit within 30 days a Claim along with detailed documentation required by Subparagraph 9.1.1 for the State's consideration.

- .1 The Contractor shall furnish 3 certified copies of the required Claim documentation. The Claim documentation shall be complete when furnished. The evaluation of the Contractor's Claim will be based upon State records and the Claim documents furnished by the Contractor.
- .2 Claim documentation shall conform to generally accepted accounting principles and shall be in the following format:
 - .1 General Introduction
 - .2 General Background Discussion
 - .3 Issues
 - .1 Index of Issues (listed numerically)
 - .2 For each issue
 - .1 Background
 - .2 Chronology
 - .3 Contractor's position (reason for State's potential liability)
 - .4 Supporting documentation of merit or entitlement
 - .5 Supporting documentation of damages
 - .6 Begin each issue on a new page
 - .4 All critical path method (CPM) schedules, both as-planned, monthly updates, schedule revisions, and as-built along with the computer disks of all schedules related to the Claim.
 - .5 Productivity exhibits (if appropriate)
 - .6 Summary of Issues and Damages

- .3 Supporting documentation of merit for each issue shall be cited by reference, photocopies, or explanation. Supporting documentation may include, but shall not be limited to, General Conditions; General Requirements; technical Specifications; Drawings; correspondence; conference notes; Shop Drawings and submittals; Shop Drawing logs; survey books; inspection reports; delivery schedules; test reports; daily reports; subcontracts; fragmentary critical path method (CPM) schedules or time impact analyses; photographs; technical reports; requests for information; field instructions; and all other related records necessary to support the Contractor's Claim.
- .4 Supporting documentation of damages for each issue shall be cited, photocopied, or explained. Supporting documentation may include, but shall not be limited to, documents related to the preparation and submission of the bid; certified, detailed labor records, including labor distribution reports; material and equipment procurement records; construction equipment ownership costs records or rental records; Subcontractor or vendor files and cost records; service cost records; purchase orders; invoices; Project as-planned and as-built cost records; general ledger records; variance reports; accounting adjustment records; and any other accounting materials necessary to support the Contractor's Claim.
- .5 Each copy of the Claim documentation shall be certified by a responsible officer of the Contractor in accordance with the requirements of the Contract Documents.
- .6 Should the Contractor be unable to support any part of the Claim, and it is determined that such inability is attributable to falsity of such certification or misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the State as provided for under California Government Code Section 12650 et seq., known as the False Claims Act.
- .7 The State will render a written decision to the Contractor relative to the Claim. The State's written decision shall be final and binding on the party(ies) but subject to arbitration. The State may withhold from the final payment an amount not to exceed 150 percent of the disputed amount. If there is a Surety and there appears to be a possibility of a Contractor's default, the State may, but is not obligated to, notify the Surety and request the Surety's assistance in resolving the controversy.
- .8 All issue items to be included in the Demand for Arbitration or Equitable Adjustment shall be a part of the Claim submitted with the required documentation under this Subparagraph 9.1.2. Issues not included in the Claim under Subparagraph 9.1.2 shall not be considered.

9.1.3 Arbitration: Any Claim not resolved by the above procedures shall be settled by arbitration unless the State and the Contractor agree in writing to waive arbitration and proceed to litigation. Either party may initiate arbitration by filing a Demand for Arbitration made in compliance with the requirements of the applicable statutes and regulations referenced below. The Demand for Arbitration shall state the nature of the Claim, the amount involved, if any, and the remedy sought. Arbitration shall be in accordance with Public Contract Code Section 10240 et seq., and Title I, California Code of Regulations (CCR) Section 1300 et seq. Arbitration shall be in Sacramento, California. The Demand for Arbitration on a Claim by the Contractor shall be made no later than 90 days after the date of service on the Contractor of the final written decision made by the State on the Claim filed in accordance with Subparagraph 9.1.2.

9.2 AUDIT AND ACCESS TO RECORDS

9.2.1 The Contractor shall maintain books, records, documents, and other evidence directly pertinent to the performance of the Work under this Contract, in accordance with generally accepted accounting principles and practices consistently applied. The Contractor shall also maintain all financial information and data used by the Contractor in the preparation or support of any cost submission, including the Contractor's original bid required for this Contract, or any Change Order, Claim, or other request for equitable adjustment, and a copy of the cost summary or information submitted to the State. The State's Representative shall have access upon 24 hours advance written notice, at all times during normal business hours, to such books, records, documents, financial information, and all other evidence for the purpose of inspection, audit, and copying. The Contractor shall, at no cost to the State, provide proper facilities for such access, inspection and copying purposes.

9.2.2 The Contractor agrees to make the provisions of Paragraph 9.2 applicable to this Contract, and Change Orders, Claims, or other requests for Equitable Adjustment affecting the Contract Time or Contract Sum. The Contractor agrees to include the provisions of Paragraph 9.2 in subcontracts and sub-subcontracts or

purchase orders, at any tier, and make Paragraph 9.2 applicable to subcontracts, at any tier, in excess of \$10,000, and to make the provisions of Paragraph 9.2 applicable to Change Orders, Claims, and other requests for Equitable Adjustment related to Project performance.

- 9.2.3 Audits conducted under Paragraph 9.2 shall be in accordance with general accepted auditing standards and established procedures and guidelines of the reviewing or audit agency.
- 9.2.4 The Contractor agrees to the disclosure of all information and reports resulting from access to records under the provisions of Paragraph 9.2, to the State, and other affected agencies.
- 9.2.5 Records under the provisions of Paragraph 9.2 shall be maintained and made available during the performance of the Work under this Contract until 3 years past final payment, and until final settlement of all Disputes, Claims, or litigation, whichever occurs later. In addition, those records which relate to any portion of this Contract, to any Change Order, to any Dispute, to any litigation, to the settlement of any Claim arising out of such performance, or to the cost or items to which an audit exception has been taken, shall be maintained and made available until final payment or final resolution of such Dispute, litigation, Claim, or exception, whichever occurs later.
- 9.2.6 The right of access provisions of Paragraph 9.2 applies to financial records pertaining to this Contract, Change Orders, and Claims. In addition, this right of access applies to records pertaining to all contracts, Change Orders, and Contract Amendments.
- 9.2.7 Access to records is not limited to the required retention periods. The authorized State Representatives shall have access to records at any reasonable time for as long as the records are maintained.
- 9.2.8 Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement regarding the Disabled Veterans Business Enterprise (DVBE) Program.

9.3 ANTITRUST CLAIMS

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

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY OF PERSONS AND PROPERTY

- 10.1.1 The Contractor shall initiate, maintain and supervise safety precautions and programs in connection with the performance of the Work.
- 10.1.2 The Contractor shall take precautions for safety and provide protection to prevent damage, injury or loss to:
- .1 Employees working under the Contract and other persons who may be affected thereby;
 - .2 The Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
 - .3 Other property at the Project site, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities, except as otherwise noted or specified.
- 10.1.3 The Contractor shall comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety of persons or property, or their protection from damage, injury or loss.
- 10.1.4 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying the State, other Owners (other than the State) and users of adjacent sites and utilities.
- 10.1.5 The Contractor shall comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities regarding the storage and/or use of explosives or other hazardous materials or equipment necessary for execution of Work. The Contractor shall employ properly qualified personnel for supervision of same.
- 10.1.6 The Contractor shall remedy damage and loss to property referred to in Clauses 10.1.2.2 and 10.1.2.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Clauses 10.1.2.2 and 10.1.2.3. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.19.
- 10.1.7 The Contractor shall not permit any part of the Work or Project site to be loaded so as to endanger its safety.
- 10.1.8 When conditions of the Work, in the judgment of the State, present risk of injury or death to persons or property damage, the State, may direct the Contractor, at the Contractor's sole expense, to close down the Work and not commence work again until dangerous conditions are eliminated.
- 10.1.9 The Contractor, at the Contractor's own cost, shall rebuild, repair, restore and make good damages to any portion of the Work affected by such causes before Acceptance of the Work.

10.2 EMERGENCIES: In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's sole discretion, to prevent any threatened damage, injury or loss. Additional compensation or extension of Contract Time claimed by the Contractor because of an emergency will be reviewed as provided in Article 6.

10.3 DRUG-FREE WORKPLACE

- 10.3.1 By signing the Agreement, the Contractor certifies, under penalty of perjury under the laws of the State of California, that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.), and will provide a drug-free workplace by taking the following

actions:

- .1 Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- .2 Establish a Drug-Free Awareness Program to inform employees about:
 - .1 The dangers of drug abuse in the workplace;
 - .2 The person's or company's policy of maintaining a drug-free workplace
 - .3 Any available counseling, rehabilitation, and employee assistance programs; and,
 - .4 Penalties that may be imposed upon employees for drug abuse violations.
- .3 Provide, as required by Government Code Section 8355(c), that every employee who works under the Contract will:
 - .1 Receive a copy of the company's drug-free workplace policy statement; and
 - .2 Agree to abide by the terms of the company's statement as a condition of employment.

ARTICLE 11 – INSURANCE AND BONDS

11.1 CONTRACTOR'S INSURANCE

11.1.1 General Insurance Requirements:

- .1 Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.
 - .1 Contractor shall furnish the State with original certificates and endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the State before work commences.
 - .2 The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
- .2 Insurance Companies shall be acceptable to CALCTRA. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than AVI. Exception may be made for the State Compensation Insurance Fund. If self-insured, review of financial information may be required.
- .3 Except as otherwise provided for Builders Risk/Installation Floater under Clause 11.1.2.4, all coverage shall be in force until the Acceptance of the Work by the General Manager. If the insurance expires, the Contractor shall immediately provide a new current certificate or be declared in breach of Contract. The State reserves the right to withhold all progress and retention payments until the breach is cured to the satisfaction of the State. Renewal insurance certificates must be tendered to the State prior to or exactly at the expiration of the previous insurance certificate. There shall be no gap in insurance coverage. This renewed insurance shall be in accordance with the terms of the Contract.
- .4 Insurance policies shall contain a provision that coverage will not be cancelled without 30 days prior written notice to the State.
- .5 The Contractor shall be responsible for any deductible or self-insured retention contained within the insurance.
- .6 In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to the remedies noted in Article 11.1.1.3 above and any other remedies it may have, remove the Contractor from the work site and/or may terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract. In the event, the State elects to remove the Contractor from the work site, the Contractor will not be entitled to additional days or compensation.
- .7 Any insurance required to be carried shall be primary.
- .8 Minimum Scope of Insurance Coverage shall be at least as broad as:
 - .1 Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001). The insurance Certificate shall show the GL form number.
 - .2 Insurance Services Office Form Number CA 0001 covering Automobile Liability, "any auto," or "scheduled, hired and non-owned."

- .9 The State reserves the right to require the Contractor to provide the subcontractors' insurance certificates and policies, when so directed by the State.

11.1.2 Insurance Requirements: The Contractor shall furnish to the State evidence of the required insurance as follows:

- .1 Commercial General Liability: The Contractor shall maintain commercial general liability with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage liability combined. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If the aggregate applies "per project or location", it shall so state on the certificate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and 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 shall include the State of California and the California Correctional Training and Rehabilitation Authority, its officers, agents, and employees, as additional insureds, but only insofar as the operations under the Contract are concerned.
 - .1 Additional Insured coverage shall be provided in the form of an insured endorsement (CG 20 10 11 85 or equivalent) to the contractor's insurance policy. The endorsement must be attached to the certificate.
 - .2 Deductibles and Self-Insured Retentions (for Commercial General Liability): Any deductibles or self-insured retentions must be declared to and approved by the State. At the option of the State, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State of California and the California Correctional Training and Rehabilitation Authority, its officers, agents, employees and servants, or the Contractor shall provide a financial guarantee satisfactory to the State guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- .2 Automobile Liability: The Contractor shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident for bodily injury and property damage. The State is to be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.
- .3 Workers' Compensation: The Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract, including special coverage extensions where applicable as required by the State of California. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State for all work performed by the Contractor, its employees, agents and subcontractors. Except for State Fund, all subrogation waiver endorsements shall be on a separate form attached to the certificate. The Contractor shall maintain Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease.
- .4 Builders Risk/Installation Floater: The Contractor shall maintain in force, at its own expense, Builders Risk/Installation Floater covering the Contractor's labor, materials, and equipment to be used for completion of the Work performed under this Contract against all risks of direct physical loss, excluding earthquake and flood, for an amount equal to the full amount of the Contract Sum.
 - .1 The Contractor agrees as a provision of the contract to waive all rights of recovery against the State.
 - .2 The State of California, California Correctional Training and Rehabilitation Authority shall be a named insured or additional insured under the policy.
 - .3 The policy shall have a loss payable clause in favor of the State of California, California Correctional Training and Rehabilitation Authority.
 - .4 The requirement for maintaining the Builders Risk/Installation Floater shall be in full force at all times during the entire duration of the Contract Time without any gaps, delays or breaks in coverage. This includes Beneficial Occupancy and authorized adjustment for time extensions. Coverage shall be maintained until Completion of the Work, except for delivery of as-built drawings, operation and maintenance manuals, guarantees, warranties, spare parts, reports and certifications as determined by the State's Representative in writing.

11.1.3 Neither the State, nor any officer or employee of the State, shall be liable for any loss or damage that may happen to the Work, or any part thereof; nor to any of the materials or other items used or employed in performing the Work; nor for injury to any person or persons, either workers or the public, for damage to property from any cause which might have been prevented by the Contractor, or the Contractor's employees or agents, against all of which injuries or damages the Contractor shall properly guard. The Contractor shall indemnify and hold harmless the State, and all officers and employees of the State, from all suits, actions or claims brought for, or on account of injuries or damages received or sustained by any person or persons, by or from the Contractor, the Contractor's employees or agents, in construction of the Work, or by or in consequence of the Contractor's failure to properly guard the same, or by or as a result of any act or omission of the Contractor, the Contractor's employees or agents. In addition to any remedy authorized by law, moneys due the Contractor under the Contract, as considered necessary by the State, may be retained until disposition has been made of such suits, actions, or claims for damages; however, this provision shall not be construed as precluding the State from enforcing any right of offset the State may have to any such moneys.

11.2 NO PERSONAL LIABILITY: Neither the State, nor any other officer or employee of the State will be personally responsible for liabilities arising under the Contract.

11.3 PERFORMANCE BOND AND PAYMENT BOND

11.3.1 The Contractor shall furnish bonds, each in the amount of 100 percent of the Contract Sum, covering faithful performance of the Contract and payment of obligations arising thereunder, as stipulated in the bidding requirements or as specifically required in the Contract Documents.

11.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bond(s) or permit a copy to be made.

ARTICLE 12 – UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING AND CORRECTION OF WORK

12.1.1 If a portion of the Work is covered prior to the State's review, it shall, if requested in writing by the State, be uncovered for the State's observation and replaced at the Contractor's expense without change in the Contract Time.

12.1.2 The Contractor shall notify the State 2 working days prior to covering any work.

12.2 CORRECTION OF WORK

12.2.1 The Contractor shall promptly correct work rejected by the State or Work failing to conform to the requirements of the Contract Documents, whether fabricated, installed or completed. The Contractor shall bear the costs of correcting such rejected work, including additional testing and inspections required and compensation for the State's services and expenses made necessary thereby.

12.2.2 Notwithstanding Paragraph 3.5, in the event of an emergency constituting an immediate hazard to the health or safety of any persons or property, the State may undertake, at the Contractor's expense and without prior notice, work necessary to correct such hazardous condition(s) arising from work performed by the Contractor that is not in conformance with the requirements of the Contract Documents.

12.2.3 The Contractor shall remove from the Project site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the State.

12.2.4 If the Contractor fails to correct nonconforming work, as per Paragraph 3.5, the State may correct the nonconforming work in accordance with Paragraph 2.3. If the Contractor does not proceed with correction

of such nonconforming work, within such time fixed by written notice from the State, the State may remove and store the salvable materials articles and/or equipment at the Contractor's expense. If the Contractor does not pay all costs of such removal and storage within 14 days after written notice, the State may, upon 14 additional calendar days written notice, sell such materials articles and/or equipment at an auction or private sale, and shall account for the proceeds thereof, after deducting costs and damages that would have been borne by the Contractor, including compensation for the State's services and expenses made necessary thereby. If the proceeds of a sale do not cover all costs that the Contractor would have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the State.

- 12.2.5 The Contractor shall bear the cost of correcting destroyed or damaged Work executed by the State or separate contractors, whether fully completed or partially completed, which is caused by the Contractor's correction or removal of Work that is not in accordance with requirements of the Contract Documents.
- 12.2.6 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have in the Contract Documents. Establishment of the time period of 1 year, as described in Subparagraph 3.5.1, relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with requirements of the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- 12.3 **ACCEPTANCE OF NONCONFORMING WORK:** If the State prefers to accept any or all of the Work that is not in accordance with requirements of the Contract Documents, the State may do so instead of requiring its correction and/or removal, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether final payment to the Contractor has been made.

ARTICLE 13 – MISCELLANEOUS PROVISIONS

- 13.1 **GOVERNING LAW:** The Contract shall be governed by the law of the State of California.
- 13.2 **SUCCESSORS AND ASSIGNS:** The Contract binds the Contractor, the Contractor's partners, successors, assigns and legal representatives to the State in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations in the Contract Documents.
- 13.3 **WRITTEN NOTICE:** Written notice shall be deemed to have been duly served if delivered in-person to the individual, a member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered to or sent by U.S. mail to the last business address known to the party giving notice.
- 13.4 **CONTRACTOR'S USE OF COMPUTER SOFTWARE:** The Contractor, by signing the Agreement, certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of the Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- 13.5 **INDEPENDENT CONTRACTOR:** Contractor, and the agents, subcontractors, and employees of the Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
- 13.6 **UNENFORCEABLE PROVISIONS:** If any provision of this Contract is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Contract have force and effect and shall not be affected thereby.
- 13.7 **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 Sections 10286 and 10286.1 and is eligible to contract with the State.

- 13.8 DOMESTIC PARTNERS:** For Contracts executed or amended after July 1, 2004, the Contractor may elect to offer domestic partner benefits to the Contractor's employees in accordance with Public Contract Code Section 10295.3. However, the Contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.
- 13.9 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.
- 13.10 PRISON RAPE ELIMINATION POLICY:** CDCR and CALCTRA maintain a zero tolerance for sexual misconduct in CDCR institutions, community correctional facilities, conservation camps, and for all offenders under its jurisdiction. All misconduct is strictly prohibited. See Prison Rape Elimination Policy Volunteer/Contractor Information Sheet.

ATTACHMENT T

ECONOMIC SANCTIONS CERTIFICATION

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions against Russia and Russian entities and individuals. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

As a potential vendor, contractor, or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury websites (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions> and <https://home.treasury.gov/news/press-releases/jy0608>). Failure to comply may result in the termination of purchase orders, contracts, or grants, as applicable.

In order to be eligible to submit a bid, proposal, or conduct business with CALCTRA, please complete the following certification and return with your bid documents or as otherwise requested.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that the prospective proposer/bidder named below **is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any,** and I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

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