CALIFORNIA HIGHWAY PATROL

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CALIFORNIA STATE TRANSPORTATION AGENCY GAVIN NEWSOM, GOVERNOR

August 20, 2026

File No.: 076.A19478.26C509004

Notice to Prospective Bidders

The Department of California Highway Patrol (CHP) invites prospective bidders to review and respond to the attached Invitation for Bids **(IFB) Number** 26C509004 **entitled, "CHP Southern Division Investigative Services Unit (ISU) Office – Elevator Maintenance Services.** When preparing and submitting a bid, compliance with the instructions found herein is imperative.

All Agreements entered into with the State of California will include, by reference, General Terms and Conditions (GTC) that may be viewed and downloaded at this Internet site: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language. If any prospective bidder lacks Internet access, a hard copy of these items can be obtained by contacting the person signing this letter.

If a discrepancy occurs between the information in the advertisement appearing on the Department of General Services, California State Contracts Register (CSCR) on the Cal eProcure website: www.caleprocure.ca.gov., and the information herein, the information in this notice and in the attached IFB shall take precedence.

It is the bidder's responsibility to monitor the website for any changes or updates. Bidders are advised to register at the website: www.caleprocure.ca.gov to receive notification in-reference to any changes or updates to this solicitation, and to receive notification of other bidding opportunities with the State of California.

I. Bid Due Date

Regardless of postmark or method of delivery, the CHP, Business Services Section, Contract Services Unit must receive bid packages no later than the time and date found in the Section B of the attached IFB, entitled "Time Schedule." Refer to the attached IFB for detailed submission requirements.

II. Disabled Veteran Business Enterprise (DVBE) Participation Requirements

California Law requires Disabled Veteran Business Enterprise (DVBE) participation; however, the DVBE participation requirement has been waived by CHP for this solicitation. Bidders who opt to utilize DVBE participation are eligible to receive DVBE incentive. For more information regarding this option, see section M of the IFB entitled "Preference and Incentive Programs."

III. Prevailing Wage Rates

In accordance with the provisions of Section 1770, 1773 and 1773.1 of the Labor Code, the Director of the Department of Industrial Relations (DIR) has ascertained general prevailing wage rates in the county in which the work is to be performed. The rates of prevailing wage are determined by the DIR, Labor Statistics and Research. The Prevailing Wage Rages as specified by the DIR are available on the DIR website, www.dir.ca.gov/DLSR/Pwd.

IV. Public Works Contractor Registration Program

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

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

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

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

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

V. Funding Limit

The proposed agreement is valid and enforceable only if sufficient funds are made available by the Budget Act of the appropriate fiscal year for the purpose(s) of the Agreement. In addition, the proposed Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature, which may affect the provisions, terms, or funding of the agreement in any manner. If full funding does not become available, CHP will either cancel the resulting Agreement or amend it to reflect reduced funding and reduced activities.

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

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals.

"Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

VII. 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.

VIII. Bidder Questions

In the opinion of the CHP, this Invitation for Bids is complete and without need of explanation. However, if questions arise or there is a need to obtain clarifying information, bidders shall submit requests in accordance with the instructions in section D of the IFB entitled "Bidder Questions."

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

Sincerely,
Rebecca Fielding, Contract Analyst
Enclosures

Table of Contents

A. Purpose and Description of Services 1
B. Time Schedule 1
C. Agreement Term 1
D. Bidder Questions 2
  1. What to include in an inquiry 2
  2. Question deadline 2
  3. Verbal questions 3
E. Walk-Through 3
F. Reasonable Accommodations 3
G. Scope of Work 3
H. Qualification Requirements 3
I. Bid Format and Content Requirements 4
  1. General instructions 4
  2. Bid format requirements 5
  3. Bid content requirements 5
J. Submission of Bids 5
  1. Submission instructions 5
  2. Proof of timely receipt 6
  3. Bidder costs 6
K. Bid Opening 7
L. Bid Requirements and Information 7
  1. Non-responsive bids 7
  2. Bid modifications after submission 7
  3. Bid mistakes 8
  4. Withdrawal and/or resubmission of bids 8
    a. Withdrawal deadline 8
    b. Submitting a withdrawal request 8
    c. Resubmitting a bid package 9
  5. Evaluation and selection 9
    a. Bid opening/reading 9

b. Bid package review 9
c. Notice of Intent to Award 9
6. Agreement award and protests 10
a. Agreement award 10
b. Settlement of tie bids 10
7. Protests 10
a. Grounds for protest 10
b. Submitting a protest 11
8. Disposition of bids 11
9. Verification of bidder information 11
10. CHP rights 12
a. IFB corrections 12
b. Collecting information from bidders 12
c. Immaterial bid defects 13
d. Correction of clerical or mathematical errors 13
e. Right to remedy errors 13
f. No agreement award or IFB cancellation 13
g. Agreement amendments after award 14
M. Preference and Incentive Programs 14
1. Small/Micro Business Preference (preference not to exceed $50,000) 14
2. Non-Small Business Subcontractor Preference (preference not to exceed $50,000) 15
3. Disabled Veteran Business Enterprise (DVBE) Incentive 16
4. Nonprofit Veteran Service Agency (NVSA) Small business Preference (preference not to exceed $50,000) 16
N. Agreement Terms and Conditions 16
1. Resolution of differences between IFB and agreement language 17

A. Purpose and Description of Services

The Department of California Highway Patrol (CHP) is soliciting bids from firms that are able to provide **Elevator Maintenance Services.** Bids must address all of the services described in Exhibit A entitled, "Scope of Work" that is included in the Proposed Agreement Forms/Exhibits section of this IFB. Exhibit A contains a detailed description of the services and work to be performed as a result of this IFB including those terms in the referenced exhibits.

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

B. Time Schedule

Below is the tentative time schedule for this IFB:

Event	**Date Time (if applicable)**
IFB Released	August 20, 2026
Walk-Through	See Item E. Walk Through
Questions Due	August 27, 2026, 2:00pm
Bid Due	September 3, 2026, 2:00pm
Bid Opening	September 3, 2026, 2:15pm
Proposed Start Date of Agreement	November 1, 2026 OR UPON APPROVAL, WHICHEVER IS LATER

C. Agreement Term

The term of the resulting agreement is anticipated to be effective from **November 1, 2026- October 31, 2031**. The agreement term may change if CHP makes an award earlier than expected or if CHP cannot execute the agreement in a timely manner due to unforeseen delays. CHP reserves the right to extend the term of the resulting agreement as necessary to complete or continue the services. Agreement extensions are subject to satisfactory performance, funding availability, and possibly approval by Department of General Services (DGS).

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

D. Bidder Questions

Bidders shall immediately notify CHP if clarification is needed regarding the services sought or questions arise about the IFB and/or its accompanying materials, instructions, or requirements. Bidders shall submit questions via email to **Rebecca Fielding** , Rebecca.Fielding@chp.ca.gov. . To ensure a response and inclusion in the Questions & Answers (Q&A) document, questions must be received by the scheduled date in Section B, Time Schedule. Following the question submission deadline, the CHP will post a summary response of the questions and answers to be viewed on the original solicitation on the Cal eProcure website titled "Questions and Answers to **IFB 26C509004**." CHP reserves the right to contact an inquirer to seek clarification of any inquiry received.

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

1. What to include in an inquiry

a. Inquirer's name, name of firm submitting the inquiry, mailing address, email address, area code and telephone number, and fax number.

b. A description of the subject or issue in question or discrepancy found.

c. IFB section, page number or other information useful in identifying the specific problem or issue in question.

d. Remedy sought, if any.

2. Question deadline

Submit written questions and inquiries no later than the date and time stated in section B of this IFB, entitled "Time Schedule."

CHP will accept questions or inquiries about the following issues up to the bid due date:

a. DVBE participation requirements.

b. How to complete DVBE attachments.

c. The reporting of IFB errors or irregularities.

3. Verbal questions

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

Direct all verbal requests for DVBE assistance to CHP, SB/DVBE Advocate at (916) 843-3627 up to the bid due date.

E. Walk-Through

It is recommended that you view the job site before submitting a bid. A Walk through can be arranged by contacting the Area office contact listed on Exhibit A of the proposed Agreement. CHP is requesting that bidders provide twenty-four (24) hours advance notice to see the site.

F. Reasonable Accommodations

For individuals with disabilities, CHP will provide assistive services such as reading or writing assistance, and conversion of the IFB, questions/answers, IFB addenda, or other administrative notices into Braille, large print, audiocassette, or computer disk. To request copies of written materials in an alternate format, please call the number below to arrange for reasonable accommodations.

Business Services Section, Contract Services Unit	
Telephone number	(916) 843-3610
(TTY) - California Relay telephone number	1-800-735-2929

NOTE: The range of assistive services available may be limited if requestors cannot allow ten (10) or more state working days prior to date the alternate format material is needed.

G. Scope of Work

See Exhibit A entitled, "Scope of Work" that is included in the Proposed Agreement Forms/Exhibits section of this IFB. Exhibit A contains a detailed description of the services and work to be performed as a result of this IFB.

H. Qualification Requirements

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

1. License Requirement/Certification: Contractor must possess a valid **CSLB C-11 Elevator Contractor**

2. DIR Registration: Bidders must be registered with the DIR Pursuant to California Labor Code Sections 1770, 1773 and 1773.1.

3. Corporations must certify they are in good standing and qualified to conduct business in California.

4. Non-profit organizations must certify they are eligible to claim nonprofit status.

5. Bidders must have a past record of sound business integrity and history of being responsive to past contractual obligations.

6. Before agreement execution, the winning bidder must supply proof of liability insurance that meets the requirements in Exhibit E, entitled "Insurance Requirements" that is included in the Proposed Agreement Forms/Exhibits section of this IFB.

7. The successful bidder and all personnel who are assigned to the contract will be subject to a driver license check before access to a CHP facility is authorized. Upon the initial driver license check returning clear and the receipt of a fully approved contract, services may commence. An adverse finding under the driver license check, may at the sole discretion of CHP, result in a requirement for personnel replacement or cancellation of the contract.

I. Bid Format and Content Requirements

1. General instructions

a. Each individual or firm may submit only one (1) bid. For the purposes of this paragraph, "firm" includes a parent corporation of a firm and any other subsidiary of that parent corporation. If a firm or individual submits more than one (1) bid, CHP will reject all bids submitted by that firm or individual.

b. Develop bids by following all IFB instructions and instructions or clarifications in question/answer notices, clarification notices, or IFB addenda.

c. Before preparing a bid, seek timely written clarification of any requirements or instructions that are believed to be vague, unclear or that are not fully understood. Agreement increases will not be allowed due to poor examination of work sites and/or specifications.

d. Arrange for timely delivery of the bid package to the specified address. Bidders are advised not to wait until shortly before the bid submission deadline to submit the bid.

2. Bid format requirements

a. Submit one (1) original bid package. Bid must be complete with a copy of all required attachments and documentation.

b. Bind bid package with a single staple in the upper left-hand corner.

c. Sign applicable IFB attachments/forms in ink, preferably in a color other than black. Have a person who is authorized to bind the bidding firm sign each form that requires a signature. Signature stamps are not acceptable. Unsigned bids will be rejected.

3. Bid content requirements

This section specifies the order and content of each bid and where applicable, indicates form/attachment completion instructions. When completing the attachments, follow the instructions in this section and any instructions appearing on the attachment. Unless otherwise indicated, do not submit supplemental information or other materials that CHP has not requested.

Complete and assemble the following items listed on Attachment 1 – Required Attachment/Certification Checklist contained herein. After completing and signing the applicable attachments, assemble all items in the order and place them in a sealed envelope.

J. Submission of Bids

1. Submission instructions

a. Assemble an original bid package.

b. Place bid package in a single envelope or package. Seal the envelope.

c. Mail or arrange for hand delivery of the bid package to the Department of California Highway Patrol, Business Services Section, Contract Services Unit. Bids may <u>not</u> be transmitted electronically by fax or email.

d. Regardless of postmark or method of delivery, the CHP Business Services Section, Contract Services Unit must receive the bid package by the date and time stated in section B of this IFB, entitled "Time Schedule." CHP will not publicly open or read late bids.

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

U. S. Mail/Overnight Express or Hand Delivery:
IFB #26C509004 (Do Not Open) Department of California Highway Patrol Business Services Section, Contract Services Unit, Attn: REBECCA FIELDING 601 N. 7th Street Sacramento, CA 95811 Phone: (916) 843-3610

f. **Bidder warning**

1) CHP's internal processing of mail may add 48 hours or more to the delivery time. If the bid package is mailed, consider using certified or registered mail and request a receipt upon delivery.

2) For hand deliveries, allow sufficient time to locate parking. The building designated for hand deliveries is a secure facility; therefore, bidders are required to remain in the lobby. Bidders should notify the clerk at the front desk of the nature of their business. The clerk will notify CHP Business Services Section, Contract Services Unit. Bidders are warned not to surrender their bids in the care of a person other than CHP Contract Services Unit staff.

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

2. Proof of timely receipt

a. Upon receipt of bid package, CHP staff will stamp each bid package/envelope with a date/time stamp or handwrite date and time and initial. If a bid package is hand delivered, CHP staff will give a bid receipt to the hand carrier upon request. Bidders are warned not to surrender their bids in the care of a person other than CHP Contract Services Unit staff.

b. To be timely, CHP Business Services Section, Contract Services Unit must receive bid packages at the stated place of delivery no later than the time specified in section B of this IFB, entitled “Time Schedule” on the bid due date.

c. CHP will deem late bid packages non-responsive. Late bids will be returned.

3. Bidder costs

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

K. Bid Opening

All bid packages properly received according to the IFB instructions on or before the bid due date will be opened and read at the following address, at the date and time stated in section B of this IFB, entitled "Time Schedule." Bidders may email REBECCA FIELDING, Contract Analyst at REBECCA.FIELDING@chp.ca.gov to request bid results.

Department of California Highway Patrol
Business Services Section
601 N. 7th Street
Sacramento, CA 95811

At the time of the bid opening, the dollar amount of each bid shall be read. The contract award is subject to a complete review of the entire bid proposal for compliance and adherence to the IFB requirements, verification of all calculations and claimed preferences, and compliance with DVBE Mandatory participation requirements, if applicable.

L. Bid Requirements and Information

1. Non-responsive bids

In addition to any condition previously indicated in this IFB, the following occurrences **shall** cause CHP to deem a bid non-responsive.

a. If a bidder submits:

1) A bid that is conditional, materially incomplete or contains material alterations or irregularities of any kind to include obvious erasures.

2) Price information that contradicts the price/cost figures on the Bid Form or submits cost information in a format contrary to the IFB instructions.

3) False, inaccurate, or misleading information or falsely certifies compliance on any IFB attachment.

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

2. Bid modifications after submission

a. All bid packages are to be complete when submitted. However, an entire bid package may be withdrawn, and the bidder may resubmit a new bid package.

b. To withdraw and/or submit a new bid package, follow the instructions appearing in the section L of this IFB, entitled "Bid Requirements and Information," Item 4.

3. Bid mistakes

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

4. Withdrawal and/or resubmission of bids

a. Withdrawal deadline

A bidder may withdraw its bid any time prior to the bid due date.

b. Submitting a withdrawal request

1) Submit a written withdrawal request signed by an authorized representative of the bidder.

2) Label and submit the withdrawal request using one of the following methods.

U.S. Mail/ Hand Delivery or Overnight Express:
Withdrawal IFB #26C509004 Department of California Highway Patrol Business Services Section, Contract Services Unit, Attn: REBECCA FIELDING 601 N. 7th Street Sacramento, CA 95811 Phone: (916) 843-3610
Fax:
Withdrawal IFB #26C509004 Department of California Highway Patrol Business Services Section, Contract Services Unit, Attn: REBECCA FIELDING Fax: (916) 322-3166
E-mail:
Withdrawal IFB #26C509004 REBECCA.FIELDING@chp.ca.gov

3) For faxed requests, Bidders must call CHP, Business Services Section, Contract Services Unit at (916) 843-3610 to confirm receipt of a faxed

withdrawal request. Follow-up the faxed request by mailing or delivering the signed original withdrawal request within twenty-four (24) hours after submitting a faxed request.

c. Resubmitting a bid package

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

5. Evaluation and selection

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

a. Bid opening/reading

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

b. Bid package review

1) After the bid opening and reading, bids are reviewed and evaluated. One or more evaluators will convene to review each timely bid package to confirm its responsiveness to the IFB requirements. This is a pass/fail evaluation.

2) If deemed necessary by CHP, additional bidder documentation may be collected to confirm the claims made by each bidder and to ensure that each bidder is responsive to all IFB requirements.

3) If the materials submitted by a bidder do not prove, support or substantiate the claims made on the Required Attachment/Certification Checklist, the bid will be deemed non-responsive and rejected from further consideration.

4) If applicable, CHP will adjust bid amounts for any claimed preference following confirmation of eligibility with Department of General Services (DGS).

c. Notice of Intent to Award

CHP will not post a Notice of Intent to Award unless requested in writing per Public Contract Code (PCC) Section 10345 (a) (1).

6. Agreement award and protests

a. Agreement award

Award of the agreement, if awarded, will be to the responsive and responsible bidder that offers the lowest cost. The lowest cost will be determined after CHP adjusts bidder costs for applicable preferences and/or incentives.

b. Settlement of tie bids

1) In the event of a precise tie between the lowest responsive bid submitted by a certified small business or micro business and the lowest responsive bid submitted by a certified DVBE that is also a certified small business, the agreement will be awarded to the DVBE bidder per Government Code Section 14838 (f) et seq.

2) In the event of a precise tie between the lowest responsive bid submitted by a non-small business that was granted small business subcontractor preference and the lowest responsive bid submitted by a certified small business or micro business, the agreement will be awarded to the certified small business or micro business.

3) In the event of a precise tie between the lowest responsive bid submitted by a nonprofit veteran service agency (NVSA) that is a certified small business, and the lowest responsive bid submitted by a certified DVBE that is also a certified small business, the agreement will be awarded to the certified DVBE.

4) In the event of a precise tie between the lowest responsive bid submitted by a non-small business that was granted the DVBE subcontractor incentive and the lowest responsive bid submitted by a certified small business or micro business, the agreement will be awarded to the certified small business or micro business.

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

7. Protests

a. Grounds for protest

A protest to this bid must adhere to Public Contract Code (PCC) Section 10345. Any proposer (bidder) who claims it is the lowest responsible bidder meeting the specifications for the contract, may submit a protest. There is no basis for protest if CHP rejects all bids, based on the best interest of the State.

b. Submitting a protest

An initial protest notice and/or detailed protest statement must be filed with the Department of General Services and CHP before the contract is awarded. Protests may be mailed, faxed or hand-delivered to the agency address listed below:

Hand Delivery, Mail or Overnight Express:	**Fax:**
Protest to CHP IFB #26C509004 Department of California Highway Patrol Business Services Section Contract Services Unit Attn: REBECCA FIELDING 601 N. 7th Street Sacramento, CA 95811	Protest to CHP IFB #26C509004 Department of California Highway Patrol Business Services Section Contract Services Unit Attn: REBECCA FIELDING Fax: (916) 322-3166
Protest to CHP IFB #26C509004 Department of General Services Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7th Floor, Suite 7-330 West Sacramento, CA 95605	Protest to CHP IFB #26C509004 Department of General Services Office of Legal Services Bid Protest Coordinator Email address: OLSProtests@dgs.ca.gov

Call the telephone number below to confirm receipt of a fax transmission:
Department of California Highway Patrol (916) 843-3610

8. Disposition of bids

a. All materials submitted in response to this IFB will become the property of the Department of California Highway Patrol and, as such, are subject to the Public Records Act (GC Section 7920.000, et seq. and Civil Code section 1798, et seq.). CHP will disregard any language purporting to render all or portions of any bid package confidential.

b. All documents submitted in response to this IFB and all documents used in the selection process (e.g., review checklists, letters of intent, etc.) will be regarded as public records under the California Public Records Act (Government Code Section 7920.000 et seq.) and shall be available for public inspection.

9. Verification of bidder information

By submitting a bid, bidders agree to authorize CHP to:

a. Verify any and all claims made by the bidder including, but not limited to verification of prior experience and the possession of other qualification requirements, and

b. Check any reference identified by a bidder or other resources known by the state to confirm the bidder's business integrity and history of providing effective, efficient and timely services.

10. CHP rights

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

a. IFB corrections

1) CHP reserves the right to do any of the following up to the bid submission deadline:

   a) Modify any date or deadline appearing in this IFB or the IFB Time Schedule.

   b) Issue clarification notices, addenda, alternate IFB instructions, forms, etc.

   c) Waive any IFB requirement or instruction for all bidders if CHP deems said requirement or instruction unnecessary, erroneous or unreasonable.

   d) Allow bidders to submit questions about any IFB change, correction or addenda. If CHP allows such questions, specific instructions will appear in the cover letter accompanying the document.

2) If applicable, CHP will mail, email, or fax written clarification notices or addenda to all persons/firms receiving this IFB.

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

b. Collecting information from bidders

1) If deemed necessary by CHP, CHP may request a bidder to submit additional documentation following the bid opening and/or evaluation. CHP will advise the bidders orally, via email, or in writing of the documentation that is required and the timeline for submitting the documentation. CHP will follow-up oral instructions in writing by fax, email, or mail. Failure to submit the required documentation by the date and time indicated may cause CHP to deem a bid non-responsive.

2) At its sole discretion, CHP reserves the right to collect, by mail, email, fax or other method, the following omitted and/or additional information.

   a) Signed copies of any form submitted without a signature.

   b) Data or documentation omitted from any submitted IFB attachment/form.

   c) Information/material needed to clarify or confirm certifications or claims made by a bidder.

c. Immaterial bid defects

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

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

d. Correction of clerical or mathematical errors

1) At its sole discretion, CHP reserves the right to overlook, correct or require a bidder to remedy any obvious clerical or mathematical errors on a bid form.

2) If the correction of an error results in an increase or decrease in the total price, CHP shall give the bidder the option to accept the corrected price or withdraw their bid.

3) Bidders may be required to initial corrections to costs and figures on the Bid Form if the correction results in an alteration of the cost(s) offered.

4) If a mathematical error occurs in a total or extended price and a unit price is present, CHP will use the unit price to settle the discrepancy.

e. Right to remedy errors

CHP reserves the right to remedy errors caused by:

1) CHP office equipment malfunctions or negligence by agency staff.

2) Natural disasters (i.e., floods, fires, earthquakes, etc.).

f. No agreement award or IFB cancellation

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

g. Agreement amendments after award

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

M. Preference and Incentive Programs

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

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

a. A responsive bidder, certified as a small/micro business in a relevant business category or type, will be granted a preference up to five percent (5%) of the lowest responsive bid. Small business means a responsive/responsible bidder that is certified by the California Department of General Services as a small business or micro business. The "service" category or business type will most likely apply to this procurement. Nonprofit Veteran Service Agencies (NVSA) are to view the instructions in section M of this IFB, entitled "Preference and Incentive Programs," paragraph 4.

b. In granting small/micro business preference, no bid price will be reduced by more than five percent (5%). The cost adjustment is for computation purposes only and does not alter the actual cost offered by the bidder.

c. To be certified as a California small/micro business and eligible for a bidding preference the business concerned must meet the state's eligibility requirements and must have submitted an application for small/micro business status no later than 5:00 p.m. on the bid submission deadline.

d. Firms desiring small/micro business certification must obtain the Small Business Certification Application (DGS PD 812) from DGS, OSDS or by downloading the application located at: https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_812.pdf and fully complete the application, and submit it to DGS as instructed in the application. Prospective bidding firms desiring small business certification assistance, may contact the Department of General Services by the following means:

1) (916) 322-5060 (24-hour recording and mail requests), or

2) (916) 375-4940 (Small business assistance) or (800) 559-5529 (live operator-central receptionist), or

3) Internet address: https://www.dgs.ca.gov/PD/Services or

4) Fax: (916) 375-4950, or

5) Email: Certification@dgs.ca.gov

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

a. Non-small business means a responsive/responsible bidder that is not certified by the California Department of General Services as a small business or micro business.

b. If the tentative low bidder is not a certified DVBE or small/micro business, a bid preference up to five percent (5%) is available to a responsive non-small business claiming twenty-five percent (25%) small business subcontractor participation with one or more small businesses. This preference is authorized pursuant to Title 2, California Code of Regulations Section 1896.6 (b) and Government Code Section 14835.

c. If a bidder claims the non-small business subcontractor preference, the bid response must identify each proposed small business subcontractor, the participation percentage amount committed to each identified subcontractor, and substantial proof to enable verification of each subcontractor's small business status. The total small business subcontractor participation must equal no less than twenty-five percent (25%) of the total bid price or cost offered.

d. To be granted preference, each proposed small business subcontractor must possess an active small business or micro business certification issued by the California Department of General Services, must perform a "commercially useful function" under the agreement, and the basic functions to be performed must be identified at the time of bidding.

e. In granting the non-small business subcontractor preference, no bid price will be reduced by more than five percent (5%). The cost adjustment is for computation purposes only and does not alter the actual cost offered by the bidder.

f. Complete Attachment 3 (Non-Small Business Subcontractor Preference Request and Small/Micro Business Subcontractor/Supplier Acknowledgement Form) to request the non-small business subcontractor preference.

g. Refer to section L of this IFB, entitled "Bid Requirements and Information," Item 6 (b) to learn how tie bids will be resolved.

3. Disabled Veteran Business Enterprise (DVBE) Incentive

In accordance with Section 999.5(a) of the Military and Veterans Code, an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the state shall apply an incentive to bids that propose California certified DVBE participation and confirmed by the state. The incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. (Refer to Attachment 4, California DVBE Incentive Program.)

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

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

a. Pursuant to Military and Veteran Code Section 999.50 et seq., responsive/responsible nonprofit veteran service agencies (NVSAs) claiming small business/micro business preference and verified as such in the relevant category or business type prior to the bid submission due date will be granted a preference up to five percent (5%) of the lowest responsive bid, if the lowest responsive bid is submitted by a bidder not certified as a small business/micro business. The "service" category is the business type that will most likely apply to this procurement.

b. In granting small business preference to NVSAs, no bid will be reduced by more than five percent (5%). The preference cost adjustment is for computation purposes only and does not alter the actual cost offered by the bidder.

c. To be eligible for the NVSA small business preference, the business concern must:

   1) Request preference at the time of bid submission, and

   2) Become certified as a small business or micro business by the appropriate office of the California Department of General Services prior to the bid submission due date.

d. Refer to section L of this IFB, entitled "Bid Requirements and Information," Item 6 (b) to learn how tie bids will be resolved.

N. Agreement Terms and Conditions

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

The exhibits identified in the Proposed Agreement contain agreement terms that require strict adherence to various laws and contracting policies. A bidder's unwillingness or inability to agree to the terms and conditions contained in any exhibit identified in this IFB may cause CHP to deem a bidder non-responsible and ineligible for an award. CHP reserves the right to use the latest version of any form or exhibit contained in this IFB in the resulting agreement if a newer version is available. CHP will not accept alterations to the General Terms and Conditions (GTC), the Special Terms and Conditions, or the Scope of Work; or alternate agreement/exhibit language submitted by a prospective contractor. CHP will consider a bid containing such provisions "a counter proposal" and CHP may reject such a bid.

1. Resolution of differences between IFB and agreement language

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

Required Attachments

The following attachments are to be completed and signed by an authorized representative of the firm submitting the bid and are to be included with the bid submittal. Failure to complete, sign and/or return the documents may deem the bidder as non-responsive.

Attachment #	Attachment Name
Attachment 1	Required Attachment/Certification Checklist
Attachment 2	Bid Form
Attachment 3	Non-Small Business Subcontractor Preference Request and Small/Micro Business Subcontractor/Supplier Acknowledgment Form (Attachment 3A)
Attachment 4	California Disabled Veteran Business Enterprise (DVBE) Program; and DGS PD 843, Disabled Veteran Business Enterprise Declarations (Attachment 4A)
Attachment 5	GSPD-05-105, Bidder Declaration
Attachment 6	Client References
Attachment 7	CCC 04/2017, Contractor Certification Clauses
Attachment 8	CHP 116, Darfur Contracting Act
Attachment 9	STD 204, Payee Data Record
Attachment 9A	STD 205, Supplemental Payee Data Record
Attachment 10	CHP 78V, Conflict of Interest & Confidentiality Statement – Vendor

Proposed Agreement Forms/Exhibits

The following documents are NOT required to be returned with the bid submittal.

Form/Exhibit Title	Form/Exhibit Name
STD 213	Standard Agreement
Exhibit A	Scope of Work
Exhibit B	Budget Detail and Payment Provisions
Exhibit C	General Terms and Conditions (GTC 02/2025). *View or download at this Internet site:* https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

Form/Exhibit Title	Form/Exhibit Name
Exhibit D	Special Terms and Conditions
Exhibit E	Insurance Requirements

REQUIRED ATTACHMENT CHECK LIST

I have completed and returned the following Attachments: Please check all attachments, forms, and printouts included with bid.		Confirmed by CHP
☐ Yes	☐ Attachment 1, Required Attachment Checklist ☐ Attachment 2, Bid Form ☐ Attachment 3A, Non-Small Business Subcontractor Preference Request and Small/Micro Business Subcontractor/Supplier Acknowledgement Form ☐ Attachment 4A, DGS PD 843, **Disabled Veteran Business Enterprise Declarations the DVBE participation requirement has been waived by CHP for this solicitation. Bidders who opt to utilize DVBE participation are eligible to receive DVBE incentive SEE ATTACHMENT 4 for details and requirements.** ☐ Attachment 5, GSPD-05-105, Bidder Declaration ☐ Attachment 6, Client References ☐ Attachment 7, Contractor Certification Clauses (CCC 04/2017) ☐ Attachment 8, CHP 116 - Darfur Contracting Act (If option 2 was selected, a copy of the written permission from DGS is attached.) ☐ Attachment 9, STD. 204, Payee Data Record ☐ Attachment 9A, STD. 205, Payee Data Record Supplement ☐ Attachment 10, CHP 78V, Conflict of Interest & Confidentiality Statement – Vendor	☐ Yes ☐ No
REQUIRED DOCUMENTS TO BE SUBMITTED WITH BID:		
☐ Yes ☐ N/A	**California Businesses** ☐ Copy of a current business license issued by the government jurisdiction in which the business is located, unless no license is required. Attach an explanation if a license copy cannot be supplied or there is reason to believe no license is required.	☐ Yes ☐ No
☐ Yes ☐ N/A	**Corporations: [Check "N/A" if not a Corporation.]** ☐ Copy of the Certificate of Status issued by California's Office of the Secretary of State **or** ☐ Copy of the bidding firm's active on-line status information downloaded from the California Business Portal website. ☐ Attach an explanation if the required documentation cannot be supplied.	☐ Yes ☐ No
☐ Yes ☐ N/A	**Nonprofit Organizations: [Check "N/A" if not a nonprofit organization.]** ☐ Provide A copy of a current IRS determination letter indicating nonprofit or 501 (3) (c) tax exempt status.	☐ Yes ☐ No
☐ Yes	**Copy of Licenses/Certifications**. Required see Section H. Qualification Requirements. Copy of License(s): **Contractor's State License Board: C-11 Elevator Contractor**	☐ Yes ☐ No
☐ Yes	☐ **Copy/Printout of Contractor's and Subcontractor(s') DIR Registration (http://www.dir.ca.gov/Public-Works/Contractor-Registration.html** ***Note Contractor and its subcontractor(s) listed on the bid form must be registered with the DIR prior to submitting a bid.**	☐ Yes ☐ No
☐ Yes ☐ N/A	**Addendum (Please check all Addendums received:** _____Addendum 1 _____Addendum 3 _____Addendum 5 _____Addendum 2 _____Addendum 4 _____Addendum 6	☐ Yes ☐ No

Name of Bidding Firm	
Bidder's signature:	Date signed
Printed/typed name	Title

Bid Form

Name of Bidding Firm *(Legal name as it will appear on the Agreement)*			DIR Registration No.
Mailing address	City	State	Zip Code
Telephone number ( )	Fax number ( )	Email address	
Name of Contact Person	Telephone number ( )		
Contractor's License Number (CSLB)	Contractor's License Class	Contractor's License Expiration Date	

Bidding Preferences Claimed (Check only the preferences claimed)

☐ Certified small business or micro business preference **Certification #**_____

☐ Non-small business subcontractor preference (See Attachment 3 for details) **Certification #**_____

☐ DVBE Incentive (See Attachment 4 for details) **Certification #**_____

Submitted hereon is the bid to provide Elevator Maintenance Services per the specifications of this IFB. Bidder shall provide rate(s) in clear, legible figures in the spaces provided. Failure to provide the required rates shall be cause for rejection of your bid.

NOTE:

1. Any quantities listed on this bid request are CHP's estimates only and are offered as a basis for the comparison of bids. The State does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to omit portions of the work as may be deemed necessary or advisable by the State.

2. In the case of a discrepancy between the Unit Price (e.g., Hourly Rate, Cost per Service) and Item Total (e.g., Hourly Rate x Hours Worked = Item Total), the Unit Price shall prevail. However, if the Unit Price figure is ambiguous, illegible, uncertain, or is omitted, the Item Total shall be divided by the estimated usage (e.g., Hours Worked) to determine the Unit Price. In the case of a discrepancy between the Basis of Award and the sum of the Item Totals, the sum of the Item Totals shall prevail.

Any modification to this bid request shall render your bid non-responsive.

Cost per Service		**No. of Services**		**Total**
A. Monthly $ _____	X	60	=	$_____
B. Semi-Annual $ _____	X	10	=	$_____
C. Annual $ _____	X	5	=	$_____

A+B+C= Total $ _____
Basis of award

Bidder Acknowledgment/Certification

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

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

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

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

The bidder further certifies that representations made in the bid regarding the Contractor's license number, class and license expiration date are true. Any bid not containing this information or a bid containing information which is subsequently proven false shall be considered non-responsive and shall be rejected. A requirement of the award of this contract shall be the presentation of a legible copy of the Contractor's pocket license which will be valid for the type of work to be performed under this contract and shall be in force at the time of award through the term of the contract.

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

Bidder's signature:		Date signed
Printed/typed name	Title	

Non-Small Business Subcontractor Preference Request
And
Small/Micro Business Subcontractor Acknowledgement Form

Name of Bidding Firm/Prime Contractor:	**IFB Number:**
Total Estimated Dollar Value of this IFB:	**$**

This document confirms and acknowledges that the firm named below agreed to be identified by a bidding firm as a proposed small business (SB) or micro business (MB) subcontractor or supplier for a CHP procurement.

Subcontractor acknowledgements:

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

Provide a detailed yet brief description of the commercially useful function(s), as defined in Government Code 14837 (d)(4)(A), that the subcontractor/supplier identified herein will provide or supply. Attach additional page(s) if necessary.

_____

_____

_____

The SB/MB subcontracting firm named herein understands it is its sole responsibility to contact the bidding firm named above to learn if the bidding firm was awarded the agreement pursuant to the referenced bid number and to confirm its subcontract agreement. If the bidding firm named above receives an award based in part on non-small business subcontractor preference (refer to Non-Small Business Subcontractor Preference (located elsewhere within this solicitation), the bidding firm/contractor is obligated to use each small and/or micro business subcontractor or supplier identified in its proposal unless a subcontractor substitution is requested after agreement execution pursuant to Public Contract Code Section 4107 and Title 2 California Code of Regulations Section 1896.10.

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

Net Dollar Value of SB/MB Subcontractor Agreement:	**$SB/MB Percentage Commitment (minimum of 25%):** %	**SB/MB Certification #:** #	**SB/MB Certification Expiration Date:**
Name of Proposed Subcontractor/Supplier:			**Telephone number:**
Address/Street/City/State/Zip Code			**Email address (if applicable):**
Printed/Typed Name of Subcontractor/Supplier:		**Title:**	**SB/MB Federal Employer ID #:**
Signature of Subcontractor/Supplier:			**Date Signed:**

Non-Small Business Subcontractor Preference Request

Non-Small Business Subcontractor Preference	Non-small business bidders will be granted up to a five percent non-small business subcontractor preference on a bid evaluation when a responsive non-small business has submitted the lowest priced responsive bid and when a non-small business bidder: 1. Has included in its bid a notification that it commits to subcontract at least 25 percent of its total bid price with one or more small businesses; and 2. Has submitted a timely, responsive bid; and 3. Is determined to be a responsible bidder; and 4. Lists the small businesses it commits to subcontract with for a commercially useful function in the performance of the resulting agreement.
Commercially useful function	As defined in the Government Code Section 14837(d)(4)(A), a person or an entity is deemed to perform a commercially useful function if a person or entity does **all** of the following: 1. Is responsible for the execution of a distinct element of the work of the contract. 2. Carries out the obligation by actually performing, managing, or supervising the work involved. 3. Performs work that is normal for its business services and functions. 4. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. 5. A subcontractor will not be considered as performing a CUF if its role is limited to that of an extra participant in a transaction, agreement, or project through which funds are passed in order to achieve the appearance of DVBE participation.
How to calculate 25 percent subcontract participation	Unless otherwise instructed in the solicitation document, first determine the total dollar value or amount that will be bid for the entire agreement term, then multiply this figure by 25 percent to determine how much of the bid price must be committed to small business subcontracts that will perform commercially useful functions including but not limited to things such as labor, supplies, materials, equipment, or support services.
Use of proposed subcontractors and substitution	If awarded the agreement, the selected contractor must faithfully use each small business subcontractor proposed for use and identified in its preference request. Substitutions or alterations are **NOT** allowed after a bid is submitted. Substitutions are only allowed after agreement execution if the Contractor submits a Request for Substitution to the CHP SB/DVBE Advocate; and that request is subsequently approved/denied by the DGS.
Preference and/or Incentive request instructions	If preference(s)/incentive(s) are claimed, indicate this on the Bid Form and complete the appropriate Attachment identifying each small business, micro business or DVBE subcontractor that will be used in the performance of this contract. For each subcontractor identified on the appropriate Attachment, a completed and signed Small Business Subcontractor/Supplier Acknowledgment, STD 843, DVBE Bidder Declaration, and/or GSPD-05-105, Bidder declaration form must be obtained. Affix each form to the appropriate Attachment for submission with the bid response. If a signed Attachment 5 cannot be collected from each subcontractor in time for bid submission, indicate why. Submission of the appropriated signed Attachment(s) and form(s) for each subcontractor listed is a prerequisite for agreement award confirmation. Identify only currently certified small business, micro business, and/or DVBE subcontractors, as active certification is required, and certification possession will be verified. All proposed subcontracted services must appear in the Scope of Work.

The State has established goals for the Disabled Veteran Business Enterprise (DVBE) Program participating in State contracts. For the purpose of this solicitation, the DVBE Program participation requirement is **WAIVED**; however, this solicitation does provide a:

CALIFORNIA DVBE INCENTIVE

PLEASE READ INSTRUCTIONS THROUGHLY

(Revised May 1, 2025)

AUTHORITY: The Disabled Veteran Business Enterprise (DVBE) Program is established in Military and Veteran Code (MVC) 999 §§ et seq., Public Contract Code (PCC) 10115 §§ et seq., and California Code of Regulations (CCR) Title 2, 1896 §§ et seq.

PURPOSE: The MVC 999 (a), known as the DVBE Program is established to address the special needs of disabled veterans seeking rehabilitation and training through entrepreneurship and to recognize the sacrifices of Californians disabled during military service. It is the intent of the Legislature that every state procurement authority honor California's disabled veterans by taking all practical actions necessary to meet or exceed the DVBE Program participation requirements (percentage/goal), hereafter referred to as DVBE participation, of at least the minimum of total contract value. (Refer to Section H, DVBE Program Definitions.)

INTRODUCTION: The DVBE Incentive is a state agency's option to formally exempt the legislatively mandated DVBE Participation Program requirements. However, the California Highway Patrol (CHP) is providing the prime contractor/bidder the opportunity to take advantage of the DVBE Incentive. Choosing this option, the prime contractor/bidder shall be required to commit to subcontracting with a California-certified DVBE to perform a Commercially Useful Function (CUF) of at least the minimum DVBE Incentive percentage goal. (Refer to Section H, DVBE Program Definitions.)

Information submitted by the prime contractor/bidder to comply with the DVBE Incentive requirements will be verified by the CHP. If, during the verification process, evidence of an alleged violation is found, the State shall initiate an investigation in accordance with the requirements of MVC 999 §§ et seq., PCC 10115 §§ et seq., and follow investigatory procedures by the CCR 1896.80. Prime contractors/bidders found to be in violation of certain provisions may be subject to loss of certification, monetary and/or civil penalties, and/or contract termination.

Only DVBE's certified by the State of California Department of General Services (DGS) Office of Small Business and DVBE Services (OSDS) may be used to satisfy the DVBE participation.

1. **THE DVBE INCENTIVE**. Under CCR, Title 2, 1896.99.100, PCC 10115, and MVC 999 – 999.6, the DVBE Incentive provides responsive and responsible contractors the opportunity to receive additional incentive calculations. The DVBE Incentive is applied at the time the solicitation is evaluated; and when a bidder/contractor

selects a DGS-certified DVBE subcontractor to provide commodities and/or services in support of the overall contract effort. Application of the DVBE Incentive may place the bidder/contractor in line for contract award. The following are key elements of the DVBE Incentive program:

A. The DVBE Incentive is applied during the evaluation process and is ***only*** applied to responsive bids from responsible bidders/contractors proposing the required DVBE participation for the incentive specified in this solicitation.

B. When requesting the incentive application, the prime contractor/bidder must complete and return the required forms identified in Section C, Required DVBE Forms. The prime contractor/bidder who **fails to submit all required forms and confirm the level of DVBE participation will be ineligible for the DVBE Incentive application.**

2. **MEETING DVBE PARTICIPATION REQUIREMENTS**. In accordance with MVC 999 §§ et seq and PCC 10115 §§ et seq, as the prime bidder/contractor, you **MUST** be certified as a DVBE in good standing by DGS OSDS, as defined in MVC 999.2 or have selected and mutually agreed to partner with a certified DVBE subcontractor/supplier to provide commodities and/or services related to the performance of services identified in this solicitation.

A. Submission of the required DVBE form, Department of General Services Procurement Division (DGS PD) 843, Disabled Veteran Business Enterprise Declarations constitutes an agreement between the prime bidder/contractor and the certified DVBE subcontractor/supplier to fulfill the DVBE participation related to the final executed contract.

Any change, including substitution, to the DVBE subcontractor/supplier must be submitted in writing to the CHP Certified Business Advocate. (Refer to Section E, DVBE Substitutions.)

B. The DVBE subcontractor/supplier identified in this bid **MUST** meet the definition of a "CUF" as defined under MVC 999-999.6. A DVBE subcontractor/supplier not meeting CUF regulations will render the responding prime contractor/bidder ineligible for the DVBE Incentive application.

C. When returning the solicitation to CHP, prime contractors/bidders are to include a valid DVBE subcontractor/supplier's certification for each DVBE subcontractor/supplier to be used in the performance of this contract. DVBE certification status can be verified at https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx.

3. **REQUIRED DVBE FORMS**. The following **required** DVBE forms, also attached at the end of this document and can be view/downloaded at the CHP web site, www.chp.ca.gov/programs-services, click on Certified Business Advocate Program.

A. DGS PD 843, Disabled Veteran Business Enterprise Declarations. A properly completed DGS PD 843, shall be included when returning the solicitation to CHP. The DGS PD 843 **MUST** be signed by each subcontractor/supplier used in the performance of this contract.

B. DGS STD 817, Prime Contractor's Certification Subcontractor Report. A properly completed DGS STD 817 form shall be promptly submitted to CHP at the end of the contract term.

C. DGS PD 05-105, Bidder Declaration. A properly completed DGS PD 05-105, if required, shall be included when returning the solicitation to CHP.

4. **THE DVBE INCENTIVE APPLICATION IS BASED ON LOW BID METHOD**. The DVBE Incentive amount for awards based on low bid will vary in conjunction with the DVBE commitment. For evaluation purposes only, the net bid price of responsive bids will be reduced by the Small Business Preference amount, **if applicable, and the DVBE Incentive amount as applied to the lowest responsive net bid**. The DVBE Incentive adjustment for awards based on low bid cannot exceed five (5) percent or $100,000, whichever is less, of the number one ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed $100,000. The following percentages will apply for awards based on the low bid method:

A. **DVBE INCENTIVE TABLE**

Confirmed DVBE Commitment:	DVBE Incentive:
5 00% or over	5% of lowest responsive bid
4.00 to 4.99% Inclusive	4% of lowest responsive bid
3.00 to 3.99% Inclusive	3% of lowest responsive bid
2.00 to 2.99% Inclusive	2% of lowest responsive bid
1.00 to 1.99% Inclusive	1% of lowest responsive bid

B. **SAMPLE OF LOW BID METHOD CALCULATIONS:**

Bidder:	A	B	C
Responsive/Responsible	Yes	Yes	Yes
Net Bid Price	$8100	$8150	$8300
Eligible SB/MB Preference (5%)	None	SB	SB
SB/MB Preference Amount		$405	$405
Subtotal	$8100	$7745	$7895
Initial Rank	3	1	2
Eligible DVBE Incentive	3%	3%	5%
Eligible Incentive amount	$243	$243	$405
Evaluated Bid Price	$7857	$7502	$7490
Final Rank	**3**	**2**	**1**

Results: Following the application of the SB preference, the lowest responsive, responsible bidder is a certified SB, Bidder B. All three bidders are eligible to receive the DVBE Incentive; therefore, the incentive calculation is performed.

Step	Action
1	Identify the net bid price of the #1 ranked bidder - Bidder A at $8100.
2	Using the lowest bid price as the figure to calculate the 5% SB preference for

	all three bidders. Bidder A $8100 x 0 = $0.00; Bidder B and Bidder C: $8100 x .05 = $405
3	Determine the corresponding percentage of DVBE Incentive for all three the bidders. Bidder A and B have 3% = $243; Bidder C has 5% = $405
4	Subtract the SB preference amount and/or the DVBE Incentive amount from the net bid price of all three bidders: Bidder A $8100 - $243 = $7857 Bidder B $8150 - $405 - $243 = $7502 Bidder C $8300 - $405 - $405 = $7490
AWARD: The award is to Bidder C.	

5. **DVBE SUBSTITUTIONS**. Per CCR Title 2, Division 2, Chapter 3, Subchapter 10.5: A DVBE subcontractors shall be used per § 1896.70 unless a substitution request is submitted to CHP and subsequently approved by the Department of General Services. A DVBE subcontractor shall be replaced by another DVBE to perform the work originally stated. The substitution shall maintain, at minimum, the level of participation goal stated in the bid. In the absence of a DVBE, the replacement shall be a certified small business. The contractor shall simultaneously notify the DVBE and the awarding department of the intended substitution. The written notice shall contain the reasons for the substitution and be sent by certified mail. The contractor shall submit the following to the awarding department:

   A. A copy of the written notice issued to the DVBE with proof of delivery. In the absence of proof of delivery, provide the certified mail receipts.

   B. A copy of the DVBE's consent or opposition to the substitution. In the absence of the consent or opposition, provide the returned and unopened certified mail.

   C. The name and supplier/certificate number of the business being substituted and the name and supplier/certificate number of the proposed replacement. If a DVBE cannot be identified as a replacement, the contractor shall document the absence of DVBEs. In this case, the replacement shall be a certified small business. This documentation shall include but is not limited to:

      1) Contact with the SB/DVBE Advocates, CertifiedBusiness@chp.ca.gov, from awarding department and the Department of Veterans Affairs regarding the absence of DVBEs to perform the specific work.

      2) Search results from the Department of General Services website for DVBEs to perform the specific work.

      3) Communication with a DVBE Community Organization nearest the worksite regarding the absence of DVBEs, if applicable.

      4) Documented communication with DVBEs and small businesses describing the work to be performed, its percentage of the overall contract, the corresponding dollar amount, and their responses to the request.

D. The DVBE shall have up to five (5) business days from the postmark date to consent or oppose the substitution. A copy of the DVBE's reply shall be sent simultaneously by certified mail to the contractor and awarding department.

E. The awarding department shall review and compile the documents for submission to DGS for final approval/denial.

F. The DVBE substitution process shall not be used as an excuse for noncompliance with any provision of law. This includes, but is not limited to, the Subletting and subcontracting Fair Practices Act (§ 4100 et seq., Public Contract Code) or any contract requirements relating to substitution of subcontractors.

G. Contractors who proceed with work pending a substitution decision may be subject to contract termination, recovery of damages under rights, remedies and penalties. This is outlined in MVC 999.9, PCC 4110, or 10115.10 (applies to public works only).

6. **REPORTING REQUIREMENTS AND PROCEDURES**.

A. **REPORTING REQUIREMENTS**. Upon completion of an awarded contract for which a commitment to achieve a DVBE goal was made, the awarding agency is required to submit and collect from the prime contractor/bidder that entered into a contract with a DVBE subcontractor the prime contractor/bidder's DVBE DGS STD 817form certifying all payments have been made to DVBE subcontractors pursuant to MVC 999.5.

Pursuant to MVC 999.7, the awarding agency is required to withhold $10,000 from the final payment or the full payment if less than $10,000 on contracts until the prime contractor/bidder complies with the certification requirements of MVC 999.5(d).
If the prime contractor/bidder, upon notification, does not comply with the certification requirements, the final payment is permanently deducted. The withholding applies to all procurement approaches with a DVBE subcontractor, as defined by MVC 999(b)(4).

Notwithstanding any other law, an awarding agency shall not withhold more than the amount specified on the final payment of any DVBE contract for the purposes of ensuring compliance with the certification requirements of MVC 999.5.

1) Prime contractors/bidder is required to maintain records supporting the information submitted on the DGS STD 817form.

2) A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation in the minimum amount of $2,500 and the maximum amount of $25,000. An action for a civil penalty under this subdivision may be brought by any public prosecutor in the name of the

people of the State of California and the penalty imposed shall be enforceable as a civil judgment.

3) The DGS STD 817is to be forwarded to the California Highway Patrol's Business Services Section, Certified Business Advocate via U. S. mail at 601 North 7 Street, Sacramento, CA 95811, electronically at Certifiedbusiness@chp.ca.gov, or facsimile at 916 322-3166, for processing and inclusion in the contract file.

B. **PROCEDURE.** Prior to completion of any contract with the prime contractor/bidder that commit to achieve a DVBE participation goal, the awarding agency is required to withhold $10,000 from the final payment or the full payment if less than $10,000 until the prime contractor submits the DGS STD 817 form certifying all payments have been made to the DVBE subcontractors.

Prime contractor/bidder is responsible for submitting a completed DGS STD 817 – Declaration of Final DVBE Subcontracting Participation to the awarding agency prior to
or concurrent with submission of the final invoice. Final payment will not be processed until the STD 817 has been received and verified by the Department. The awarding agency must give notice to prime contractor/bidder that fail to comply with the above reporting requirements. The prime contractor/bidder has 15 to 30 calendar days from date of notice to cure the defect or $10,000 from the final payment or the full payment if less than $10,000 is permanently deducted. The withholding applies to all procurement approaches with a DVBE subcontractor, as defined by MVC 999(b)(4). The DGS STD 817 form shall be retained in the procurement file.

7. **RESOURCE AND INFORMATION.** Should you have questions regarding the DVBE Incentive, documentation requirements, or assistance identifying and/or developing search criteria for potential DVBE contractor/suppliers for this solicitation, contact:

CHP Certified Business Advocate
E-mail: Certifiedbusiness@chp.ca.gov
Business: 916 843-3627 Facsimile: 916 322-3166

8. **DVBE PROGRAM DEFINITIONS.**

A. **Agent/Broker** – Pursuant to MVC 999.2, any individual, entity, or any combination thereof, that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more certified disabled veterans has 51 percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

B. **Commercially Useful Function -** Pursuant to MVC 999 §§ et seq., a person or an entity is deemed to perform a CUF if a person or entity does all the following:

1) Is responsible for the execution of a distinct element of the work of the contract.

2) Carries out the obligation by performing, managing, or supervising the work involved.

3) Performs work that is normal for its business services and functions.

4) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

5) A subcontractor will not be considered as performing a CUF if its role is limited to that of an extra participant in a transaction, agreement, or project through which funds are passed in order to achieve the appearance of DVBE participation.

   Note: A subcontractor will not be considered as performing a CUF if its role is limited to that of an extra participant in a transaction, agreement, or project through which funds are passed in order to achieve the appearance of DVBE participation.

C. **Disabled Veteran** – A disabled veteran, for purposes of DVBE certification eligibility, is defined as a veteran of the military, naval, or air services of the United States (US), with at least a ten percent service-connected disability and who is a resident of the State of California.

D. **Disabled Veteran Business Enterprise (DVBE)** – Pursuant to the CCRS, Title 2, 1896.61(l): A DVBE is a business enterprise certified by the DGS OSDS as meeting all of the following criteria:

1) Any person or entity that satisfies the ownership (or management) and control requirements of CCR 1896.61(f); is certified in accordance with CCR 1896.70; and provides services or commodities that contributes to the fulfillment of the contract requirements by performing a CUF.

2) Sole proprietorship owned by a disabled veteran; or a firm or partnership, 51 percent of the stock or partnership interests of which are owned by one or more disabled veterans.

3) Managed by and with the daily business operations controlled by one or more disabled veterans.

4) Sole proprietorship, corporation, or partnership with its home office located in the US which is not a branch or subsidiary of a foreign corporation, firm or other business.

E. **DGS PD 843, DVBE Declarations** – Upon award of a contract the prime contractor/bidder shall forward a copy of the DGS PD 843, DVBE Declaration to the DVBE subcontractor(s)/supplier(s) for completion and return to the bidder. Bidder must submit the completed DGS PD 843 at the same the bid is submitted

to CHP. Bidders awarded a contract are contractually obligated to use the DVBE subcontractor/supplier for the work identified unless the DGS agrees to a substitution. The CHP shall be notified in writing that a substitution is requested, in turn, CHP shall forward all DVBE substitution request to DGS for final approval.

F. **DGS PD 05-105, Bidder Declaration** – All bidders responding to this solicitation must complete the DGS PD 05-105, Bidder Declaration and include it with their bid response. When completing the declaration, bidders responding to the solicitation must identify all DVBE subcontractor/supplier proposed for DVBE participation in the contract. Bidder must submit the completed DGS PD 05-105 at the time the bid is submitted to CHP. Bidders awarded a contract are contractually obligated to use the DVBE subcontractor/supplier identified on this form for the work identified unless the DGS agrees to a substitution. The CHP shall be notified in writing that a substitution is requested, in turn, CHP shall forward all DVBE substitution request to DGS for final approval.

G. **Percentage/Goals** – Pursuant to MVC 999 (b)(9), means a numerically expressed objective that awarding departments and contractors are required to make efforts to achieve.

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

DGS PD 843 (Rev. 9/2019)
Formerly STD. 843

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: _____ DVBE Ref. Number: _____

Description (materials/supplies/services/equipment proposed): _____

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____
(FOR STATE USE ONLY)

SECTION 2

APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.

☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.

☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). *(Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

All DV owners and managers of the DVBE **(attach additional pages with sufficient signature blocks for each person to sign)**:

(Printed Name of DV Owner/Manager)	(Signature of DV Owner/ Manager)	(Date Signed)
(Printed Name of DV Owner/Manager)	(Signature of DV Owner/Manager)	(Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3

APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.

☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2,* subsections (c) and (g). *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE **(attach additional pages with signature blocks for each person to sign)**:

(Printed Name)	(Signature)	(Date Signed)

(Address of Owner)	(Telephone)	(Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE **(attach additional pages with sufficient signature blocks for each person to sign)**:

(Printed Name of DV Manager)	(Signature of DV Manager)	(Date Signed)

Page ___ of ___

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

BIDDER DECLARATION

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

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

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

_____

_____

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

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

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

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

BIDDER DECLARATION Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx

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

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

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

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

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

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

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

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

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

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

Client References

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

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

If three references cannot be provided, explain why:

CCC 04/2017 CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in

sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she

engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although

there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

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

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

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

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

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

DARFUR CONTRACTING ACT CERTIFICATION

CHP 116 (Rev. 4-11) OPI 076

Darfur Contracting Act Certification

Pursuant to Public Contract Code (PCC) Section 10478, a firm that currently has or within the previous three years has had business activities or other operations outside of the United States, must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to bid on or submit a proposal for a contract with a California state agency to supply goods or services.

A "scrutinized" company is one that does business in the African nation of Sudan (of which the Darfur region is a part). As defined in PCC Section 10476, a "scrutinized company" means a company in Sudan that is involved in power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, but excludes a company that can demonstrate any of the conditions specified in PCC Section 10476 subsections (a) through (g).

Completion Instructions:

1. Mark/check one (1) box to describe the Bidding Firm's compliance with the Darfur Contracting Act.
2. Collect the signature of a person authorized to bind the Bidding Firm to the claim made below.
3. Return the completed/signed attachment with the bid/proposal response per bid instructions.

Bidding Firm's Claim (Check One):

☐ The Bidding Firm does not currently have, and our firm has not had within the previous three years, business activities or other operations outside of the United States.

OR

☐ The Bidding Firm claims it is a "scrutinized" company as defined in Public Contract Code section 10476, but the bidding firm has received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b).
Include a copy of the written permission issued by the Department of General Services with this attachment.

OR

☐ The Bidding Firm currently has, or has had within the previous three years, business activities or other operations outside of the United States. However, the Bidding Firm claims it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Certification

I, the official named below, am duly authorized to legally bind the Bidding Firm to the claims made herein. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

NAME OF BIDDING FIRM	
Signature	DATE SIGNED
PRINTED/TYPED NAME	TITLE

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

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

STD 204 (Rev. 03/2021)

Section 1 – Payee Information

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

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

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

CITY, STATE, ZIP CODE	E-MAIL ADDRESS

Section 2 – Entity Type

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

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

CORPORATION (see instructions on page 2)

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

Section 3 – Tax Identification Number

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

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

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

___ ___ ___ -___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

___ ___ - ___ ___ ___ ___ ___ ___ ___

Section 4 – Payee Residency Status (See instructions)

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

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

☐No services performed in California

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

Section 5 – Certification

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

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS

SIGNATURE	DATE	TELEPHONE *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	UNIT/SECTION
Department of California Highway Patrol	Contracts Services Unit

MAILING ADDRESS	FAX	TELEPHONE *(include area code)*
601 N. 7th Street	(916) 322-3166	(916) 843-3610

CITY	STATE	ZIP CODE	E-MAIL ADDRESS
Sacramento	CA	95811	

PAYEE DATA RECORD

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

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

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

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

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

Section 1 – Payee Information

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

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

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

Section 2 – Entity Type

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

Section 3 – Tax Identification Number

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

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

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

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

Section 5 – Certification

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

Section 6 – Paying State Agency

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

Privacy Statement

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

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

STATE OF CALIFORNIA – STATE CONTROLLERS OFFICE

PAYEE DATA RECORD SUPPLEMENT

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

STD 205 (New 03/2021)

Payee Information (must match the STD 204)

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

Additional Remittance Address Information

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

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

Additional Contact Information

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

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

Certification

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

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

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

STATE OF CALIFORNIA – STATE CONTROLLERS OFFICE

PAYEE DATA RECORD SUPPLEMENT

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

STD 205 (New 03/2021)

GENERAL INSTRUCTIONS

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

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

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

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

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

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

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

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

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

PRIVACY STATEMENT

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

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

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

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

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT - VENDOR

CHP 78V (Rev. 4-08) OPI 076

OPI CONTRACT/REQUISITION NUMBER

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

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

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

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

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

NAME OF COMPANY	
NAME OF COMPANY REPRESENTATIVE	TITLE
SIGNATURE OF COMPANY REPRESENTATIVE	DATE

SCO ID: 2720-26C509004

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
26C509004	

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

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

11/01/2026 OR UPON APPROVAL, WHICHEVER IS LATER

THROUGH END DATE

10/31/2031

3. The maximum amount of this Agreement is:

TBD

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

Exhibits		Title	Pages
	Exhibit A	Scope of Work	7
	Exhibit B	Budget Detail and Payment Provisions	2
	Exhibit C	General Terms and Conditions 2/2025	*
+ -	Exhibit D	Special Terms and Conditions	22
+ -	Exhibit E	Insurance Requirements	2

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

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP

PRINTED NAME OF PERSON SIGNING	TITLE
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
26C509004	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of California Highway Patrol			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
601 North 7th Street	Sacramento	CA	95811
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) SCM Vol I, 4.04 A.2		

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide to the Department of California Highway Patrol (CHP) Investigative Service Unit (ISU) the services described herein: furnish all supplies, materials, tools, equipment, labor, personnel, and supervision; pay all taxes, insurance, bonds, license and permit fees, and all other direct and indirect costs necessary to provide **Elevator Maintenance Services** in accordance with the terms set forth in this Agreement.

   A. License Requirement: Contractor State License Board (CSLB) C-11 – Elevator Contractor.

2. The services shall be performed at:

   Department of California Highway Patrol
   Southern Division ISU office
   437 North Vermont Avenue
   Los Angeles, CA 90004

3. The services shall be provided during:

   Except for call back services, all preventive maintenance (PM) must be performed during normal business hours, Monday through Friday, 8:00 am to 5:00 pm, excluding State holidays. Contractor shall check in and check out with CHP On-Site contact or designee upon each service.

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

STATE AGENCY Department of California Highway Patrol		CONTRACTOR	
NAME Chris Gingras, Sergeant		NAME	
TELEPHONE NUMBER (323)344-9550	EMAIL C.Gringas@chp.ca.gov	TELEPHONE NUMBER	Email
Direct all inquiries to:			
STATE AGENCY Department of California Highway Patrol		CONTRACTOR	
SECTION/UNIT Facilities Section			
ATTENTION Southern Facilities Analyst		ATTENTION	
ADDRESS 601 N. 7th Street, Sacramento, CA 95811		ADDRESS	
TELEPHONE NUMBER (916) 843-3800	EMAIL Facilities501@chp.ca.gov	TELEPHONE NUMBER	Email

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK (Continued)

5. It is the intent of these specifications to obtain 100% complete preventative maintenance (PM) for one (1) passenger elevator. All materials, labor, tools, and equipment necessary to provide this service must be provided by the Contractor. Any work not specifically mentioned, but which is needed to make the maintenance complete within the intent of these specifications, shall be performed without additional cost. Contractor shall systematically examine, adjust, and lubricate the elevator to provide monthly PM, semi-annual and annual maintenance as indicated herein. The work to be performed by Contractor under these specifications shall be for a minimum of one (1) hour per month, Contractor shall check-in/check-out upon each service call to provide verification that service has been provided.

6. MONTHLY MAINTENANCE

   A. Contractor shall have a qualified journey person elevator mechanic perform PM. Contractor shall schedule PM at least one (1) week in advance and provide a written schedule of PM to be performed, including a breakdown of the tasks, i.e. adjustments, cleaning, and lubrication of elevator.

   B. Contractor shall ensure all lubricants are of the proper composition, quality, and grade for the purpose used.

   C. Contractor shall check the following items for proper operation: machine motors, generators, brushes, fuses, controller, selectors, worm gears, thrusts, bearings, brake magnet, coils or brake motors, brake shores, windings, rotating elements, contacts, coils, resistances for control and motor circuits, magnet contact frames, leveling devices, guide rails and supports, traction sheaves, deflector sheaves, contacts for car doors or gates, car door operation devices, push buttons, annunciators, indicators, hall lanterns, bulb replacements, hydraulic cylinder, plunger, pumps, valves and other elevator signal scheduling and accessory equipment complete, where included as part of the elevator installations.

   D. Unless otherwise specified, the following work applies to all parts of the elevator, including machine motors, generators, brushes, fuses, controller, selectors, worm gears, thrusts, bearings, brake magnet, coils or brake motors, brake shores, windings, rotating elements, contacts, coils, resistances for control and motor circuits, magnet contact frames, leveling devices, guide rails and supports, traction sheaves, deflector sheaves, contacts for car doors or gates, car door operation devices, push buttons, annunciators, indicators, hall lanterns, bulb replacements, hydraulic cylinder, plunger, pumps, valves and other elevator

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK (Continued)

signal scheduling and accessory equipment complete, where included as part of the elevator installations.

E. Supplying, repairing, cleaning, and replacing of all parts of every description made necessary by wear and tear. The refinishing repairs of and/or replacement of elevator car enclosures, hoist way enclosures, hoist way door panels, frames, sills, and replacement of light tubes in elevator car are excluded. Only parts that are correctly designed and suitable in all respects shall be used. Contractor shall have, and maintain on hand locally, a supply of spare parts sufficient for the normal PM.

F. The CHP On-Site Contact or designee shall request Contractor will respond to trouble calls. When the request specifies a miscellaneous service, Contractor shall report to the office within two (2) hours. In the case of a trapped passengers, Contractor shall report to the office within thirty (30) minutes. Failure to do so, may be grounds for cancellation of this Agreement.

G. Examine and equalize tension of all hoisting ropes. Renewing all hoisting ropes, including governor ropes, whenever necessary to ensure maintenance of adequate safety factor as designated by the State Elevator Inspector. If repairs or replacement of any electrical wiring, conductors, or fuses extending to the elevator from mainline switch in the machine room and outlets in the hoist ways is needed, Contractor shall provide a written proposal to the CHP On-Site Contact or designee.

H. Keep guide rails clean and properly lubricated, except when roller type guides are involved no rail lubrication shall be used. When necessary, Contractor shall renew guide shoe gibs or rollers as required to ensure smooth and quiet operation. All oil reservoirs shall be kept properly sealed to prevent leakage.

I. Keep the exterior of the machinery and any other parts of the equipment subject to rust properly painted and presentable at all times. The motor winding and controller coils are to be periodically treated with proper insulation compound. Equipment rooms and the tops of the elevator car are to be kept clean at all times.

7. SEMI-ANNUAL MAINTENANCE

A. Elevators provided with fire service, derailment devices, seismic switches or other special circuitries shall be checked in January and August of every year to make certain that these devices are operating correctly and as intended.

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK (Continued)

B. Contractor should advise the CHP On-Site Contact or designee one (1) week in advance of testing.

C. Create a form for each car describing the test and deliver a signed copy to the CHP On-Site Contact or designee after a successful test has been concluded. This form will also describe any malfunctions along with any corrective action taken. Fire service test shall include testing each product of combustion detector.

8. ANNUAL MAINTENANCE

A. Testing of all safety devices, governor, etc., as required by the current edition, of the California State Administrative Code for Elevators and Dumbwaiters, at regular intervals not exceeding a period of one (1) year. Every hydraulic elevator shall be field tested at intervals not to exceed two (2) years. The test shall be witnessed by an authorized representative of the Division of Industrial Safety. The test shall be a load test and any defects that may be found in testing and examining the safety devices shall be corrected. Test results shall be provided to the CHP On-Site Contact or designee.

B. Provide oversight during the annual fire alarm system smoke and heat test performed by a third party. The CHP On-Site Contact or designee will contact the Contractor and coordinate this service.

C. Upon successful annual testing, the Contractor shall place the Operating Permit in the elevator and provide a copy to the CHP On-Site Coordinator or designee.

9. MISCELLANEOUS ITEMS

A. Contractor must respond to "violation" notifications and make corrections within the specified deadline as noted in the California Code of Regulations (CCR), Title 8 or Labor Code of the State of California. The violation will identify the specific violations by CCR Section and must be corrected within the timeframe provided. Contractor must provide the CHP On-Site Contact or designee a copy of the State of California Notice of Conveyance Compliance form once submitted to the Department of Industrial Relations (DIR), Division of Occupational Safety and Health. Cost of repairs due to improper maintenance shall be paid by the Contractor.

B. Contractor shall be responsible for paying any fines incurred by the State due to failure to respond to violations by the date stated on the Notice of Conveyance.

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK (Continued)

C. Contractor shall not be required to make renewals or repairs necessitated by reason of negligence or misuse of the equipment by person other than Contractor, his/her representative, and employees. It is the Contractor's responsibility to conduct a thorough survey of the elevator equipment and condition and bid accordingly. Contractor shall not be required under this Agreement to install new attachments as may be recommended or directed by insurance companies or by Federal, State, Municipal, or other governmental authorities, at his/her expense.

10. PERFORMANCE

A. Contractor shall maintain the original contract speed in feet per minute, the original performance time including acceleration and retardation as designed by the installing elevator company, and to perform the necessary adjustment as required to maintain the original door opening and closing time, within limits of applicable codes.

11. GROUP SUPERVISORY SYSTEM

A. Contractor shall check the group dispatching systems and make necessary tests to ensure that all circuits and time settings are properly adjusted, and that the system performs as intended by the installing elevator company.

12. JOB MATERIAL INVENTORY

A. Contractor shall keep an adequate supply of maintenance parts bearing the identification of the original manufacturer of the elevator equipment, those parts being contacts, switch parts, coils, conductors, springs, holders, resistors, relays, lamps, condensers, tubes, transformers, printed circuit boards, components, car and hall buttons, fuses, and other parts which are required for prompt replacement, together with an adequate supply of lubricants and wiping rags.

B. Material, articles, and equipment furnished by Contractor for incorporation into the work shall be new. When the State requires that materials, articles, or equipment be furnished but the quality of kind thereof is not specified, Contractor shall furnish materials, articles, or equipment at least equal to the kind and/or quality, of similar materials, articles, or equipment which are specified.

C. Should any portion of the work completed, or any materials, articles, or equipment delivered fail to comply with the requirements of the Agreement,

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK (Continued)

such work material, articles, or equipment shall be rejected in writing and shall immediately be made satisfactory to the State by the Contractor at no additional cost to the State.

D. Any material, articles, or equipment which is rejected shall immediately be removed from the premises at the expense of the Contractor.

13. MANNER AND TIME OF CONDUCTING THE WORK

A. All work shall be performed by skilled elevator persons directly employed and supervised by Contractor. These persons are to be paid at the prevailing rate of wages for the corresponding class of laborers in the locality where the work is being performed.

14. LIABILITY

A. Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all Contractors, subcontractors, materialmen, laborers, and any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Agreement and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

15. ACCIDENT PREVENTION

A. Caution shall be exercised at all times for the protection of person (including employees) and property. These shall include, but not limited to, the installation of adequate safety guards and protective devices for all equipment and machinery, whether used in the performance of work or permanently installed as part of the work. Contractor shall comply with all applicable laws relating to safety precautions, including the safety regulations of the Division of Industrial Safety, Department of Industrial Relations of the State.

16. WIRING AND CONSTRCTION PRINTS

A. All wiring or diagrams of elevator systems in all buildings covered under this Agreement are the property of CHP and are to remain on the premises at all times. Upon termination of this Agreement all information shall be delivered to the CHP On-Site Contact or designee. No alterations shall be made to existing

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK (Continued)

controls without prior approval from the CHP On-Site Contact or designee. Any alterations performed must be noted on the elevator plans.

17. KEYS

A. All keys used on the elevator for the purposes of PM or call back services are the property of the CHP and upon termination of this Agreement shall be delivered to the CHP On-Site Contact or designee.

18. GUARANTEE

A. Contractor hereby unconditionally guarantees that the work will be done in accordance with the requirements of the Agreement, and further guarantees the work of the Agreement to be and remain free of defects in workmanship and materials for a period of two (2) years from the date of acceptance of the Agreement unless a longer guarantee period is specifically called for.

19. PAYMENTS

A. All billing must be accompanied by signed service reports, indicating hours worked and work performed on the elevator during the month. Reports shall be verified by the CHP On-Site Contact or designee. Failure to comply will result in withholding of payments.

20. UNSCHEDULED REPAIRS / SERVICES

A. There are no monies in this Agreement for unscheduled repairs. If during PM, the need for repairs is discovered, the Contractor shall provide a detailed report to the CHP On-Site Contact or designee. Any repairs will be performed outside this Agreement.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

   A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the State agrees to compensate Contractor in accordance with the rates specified herein.

   B. Contractor agrees to submit one (1) original and one (1) copy of all invoices, clearly indicating the Agreement number not more frequently than **monthly** in arrears to:

   Name: Area Commander or Designee
   Office: Southern Division ISU
   Address: 437 North Vermont Ave.
   Los Angeles, CAC 90004

   C. Invoice shall be billed to "California Highway Patrol" and not "CHP".

   D. Invoices not on pre-printed bill heads shall be signed by Contractor furnishing the service.

2. **Budget Contingency Clause**

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

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

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.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

4. **Rate Schedule**

CHP will pay Contractor in arrears, for **Elevator Maintenance Services,** in accordance with the following rates:

Monthly	$ TBD
Semi-Annual	$ TBD
Annual	$ TBD

Note: If applicable, recycling amount collected shall be deducted from the invoice and all manifests received from recycler shall accompany the related invoice(s).

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. **Applicable Laws and Regulations**

A. **General**

The Contractor shall be informed of and comply with all Federal and State statutes, rules and regulations applicable to the contract and to those engaged or employed through the contract. The Contractor shall hold the State, its officers, agents, and employees harmless and indemnify and defend the State for any claims for damages arising out of occurrences, accidents, or misuse by the Contractor or subcontractors.

If a conflict arises between the provisions of the Plans and Specifications and any such statute, rule or regulation, the Contractor shall notify the State at once in writing. If, before receiving clarification, the Contractor performs any portion of the work affected by the conflict, any performance shall be at the Contractor's own risk and he/she shall not be entitled to any additional compensation.

The Contractor shall be liable for damage to any person or property resulting from defects in the work or, obstructions throughout the term of the contract or at any time before acceptance of the completed work.

Neither the State nor the Contractor is subject to municipal, county or district statutes, rules or regulations pertaining to building permits or regulating the design or construction of buildings on State property.

B. **Expatriate Corporations**

California Public Contract Code section 10286.1 a State agency shall not enter into any contract with an expatriate corporation or its subsidiaries.

C. **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

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

D. **Permits and Licenses**

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at Contractor's expense all license(s) and permit(s) required by law for accomplishing all work required related to this Agreement.

In the event any license(s) and/or permit(s) expire during the term of this Agreement, Contractor agrees to provide CHP with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to maintain all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

Pursuant to the Business and Professions Code, Division 3, Chapter 9, it is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a Contractor within this State without having the required license except in any of the following cases:

1) The person is exempted from the provisions of this chapter; or
2) The bid is submitted on a State project governed by California Public Contract Code Section 10164.

This chapter shall not apply to a joint license as required by Business and Professions Code section 7029.1. However, if the Contractor makes the bid as a joint venture, each person submitting the bid shall be subject to this chapter with respect to his/her individual license.

This chapter shall not affect the right or ability of a licensed architect or registered professional engineer to form joint ventures with licensed Contractors to render services within the scope of their respective practices.

E. **Permits and Certifications from State Board of Equalization**

This solicitation and any resulting contract shall be subject to all requirements as set forth in Sections 6487, 7101 and sections 6452.1, 6487.3, 18510 of the Revenue and Taxation Code, and section 10295.1 of the Public Contract Code requiring suppliers to provide a copy of their reseller's permit or certification of registration and, if applicable, the permit or certification of all participating affiliates, issued

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

by California's State Board of Equalization. Failure of the supplier to comply by supplying the required permit or certification will cause the supplier's bid response to be considered non-responsive and their bid rejected. Unless otherwise specified in this solicitation, a copy of the reseller's permit or certification of registration must be supplied within five (5) State business days of the request made by the State.

F. **Prevailing Wage Rates and Work Hours**

The Director of the Department of Industrial Relations has ascertained general prevailing wage rates in the county in which the work is to be performed. The rates of prevailing wage are determined by the Department of Industrial Relations, Labor Statistics and Research. The Prevailing Wage Rates as specified by the Department of Industrial Relations (DIR) are available on the DIR Web site, www.dir.ca.gov/DLSR/Pwd.

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

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

The Contractor shall comply with all prevailing wage rate requirements and shall be subject to all restrictions and penalties in accordance with California Labor Code sections 1770 – 1780.

G. **Public Works Contractor Registration Program**

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

2) No Contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)].

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

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

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

H. **Labor Code Certifications**

Contractor acknowledges that they are aware of the provisions of Labor Code § 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions before commencing the performance of the work of this contract.

It is hereby mutually agreed that the contractor shall forfeit to the State Two Hundred Dollars ($200) for each calendar day, or portion thereof, for each worker paid by him or her, or subcontractor under him or her, less than the prevailing wage so stipulated and in addition the contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly, registered apprentices.

It is further agreed that the maximum hours a worker is to be employed is limited to eight (8) hours a day and forty (40) hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five dollars ($25.00) for each worker employed in execution of the contract for each calendar day during which a worker is required or permitted to labor for more than eight hours in any calendar day or more than forty (40) hours in any calendar week, in violation of California Labor Code Sections 1810 – 1815, inclusive.

Each contractor and subcontractor shall comply with Labor Code § 1776 regarding record keeping.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. **Apprentices**

Special attention is directed to Section 1777.5, 1777.6, 1777.7, and 3099 - 3099.5 of the California Labor Code and Title 8, California Administrative Code, Section 200 et. seq. Each Contractor and/or subcontractor must, prior to commencement of the public works contract, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices, to insure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the Prime Contractor.

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

2. **Contractor's Waiver**

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

3. **Payroll Records**

The Contractor and each subcontractor shall keep an accurate payroll record showing 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 relation 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. In accordance with California Labor Code section 1776 upon written request by the State, the

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

Contractor's and Subcontractor's certified payroll records shall be furnished within ten (10) days.

Pursuant to California Labor Code section 1776, in the event that the contractor or subcontractor fails to comply within the 10-day period, the contractor or subcontractor shall, as a penalty to the State or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

4. **Air Pollution**

The Contractor shall comply with all air pollution control statutes, rules, regulations, and ordinances that apply to any work performed in relation to this project in accordance with California Public Contract Code section 10231 and California Government Code section 11017.

5. **Preservation and Cleaning**

Contractor shall clean up his/her work at frequent intervals and when directed by the CHP. Floors shall always be kept broom clean while finish work is being accomplished.

6. **Termination of Contractor's Control**

Failure to supply an adequate working force, material of proper quality, or failure in any other respect to prosecute the work with the diligence and force specified in the Agreement, are grounds for termination of Contractor's control over the work.

7. **Contract Approvals and Commencement of Work**

Contracts are not valid unless and until approved by California Department of General Services, if such approval is required by law. The Contractor is not to commence or proceed with any work in advance of receiving notice that the contract has been approved. Any work performed by the Contractor in advance of the date of approval by the Department of General Services shall be deemed volunteer work and will not be reimbursed by the State.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

8. **Personnel**

Competent trained personnel are to be used. Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises to provide services under this Agreement. The new personnel will be introduced to CHP Project Representative prior to beginning work and will submit their information for security clearance. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

9. **Subcontractor/Consultant Information**

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement as stipulated under California Public Contract Code 4100-4108 and subject to Subletting & Subcontracting Fair Practice Act.

A. Contractor, as well as any and all subcontractors, is required to be properly licensed for the scope of work performed under this Agreement.

B. All subcontractors and/or consultants and their employees engaged in work to fulfill this Agreement shall be considered as employees of the Contractor. Contractor shall give personal attention to fulfillment of this Agreement and shall maintain control over the work provided. Should any subcontractor fail to complete a portion of the work in a manner satisfactory to CHP, Contractor shall correct the defective work and/or materials at no additional expense to the CHP.

C. CHP shall not entertain requests to arbitrate disputes among subcontractors or between Contractor and subcontractors concerning responsibility of performing any part of the work. Contractor is responsible for all work performed under this Agreement.

D. CHP assumes no responsibility for the payment of subcontractors. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of work relating to this Agreement.

E. Contractor shall ensure that all subcontracts for services include provisions requiring compliance with applicable terms and conditions specified in this Agreement and all exhibits incorporated by reference.

F. Additionally, the Contractor shall notify the Department of California Highway Patrol, Business Services Section, Contract Services Unit, in writing, within ten (10)

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

working days, of any changes to the subcontractor and/or consultant information.

10. **Building Security Requirements**

All personnel who are assigned to the contract may be subject to a driver license and fingerprint check through the California Criminal History Information System and/or Federal Bureau of Investigation, as needed, before access to a CHP facility is authorized. The Area commander shall be provided with the names of personnel who will be working in the State building or grounds.

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

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

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

11. **Contractor Facility Check-In**

Contractor must sign in and out with the CHP Division Analyst or his/her designee to indicate the start and end of each day's task. If sign in and out is not done, the invoice may be disputed due to the hours of Contractor being on site not being documented.

12. **Conduct of Work and Personnel**

A. Contractor shall be responsible for maintaining satisfactory standards of

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

employee appearance, competency, conduct, and integrity. All service personnel should wear shirts with their company logo clear and visible. No torn clothing will be allowed on site. All personnel assigned to the Area office shall be alcohol and drug free. Contractor shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Contractor is also responsible for ensuring that employees do not disturb papers on desks, open cabinets or desk drawers, or use State telephones except as authorized.

B. The State reserves the right to do other work in connection with the project or adjacent thereto by contract or otherwise. The Contractor shall at all times conduct his/her work so as to impose no hardship on the State, others engaged in the work or to cause any unreasonable delay or hindrance. Where two or more Contractors are employed on related or adjacent work, each shall conduct his/her operations in such manner as not to cause delay or additional expense to the other.

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

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

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

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

G. The Contractor shall be responsible for providing sanitary facilities for their personnel rental or by coordinating arrangements with CHP.

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

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

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

13. **Supervision**

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

B. All work shall be performed in a professional manner within the standards of the industry, using proper equipment, methods, materials and certified personnel. Contractor will be liable for any damage to the property or its contents through negligence on the part of Contractor or his/her staff.

C. Contractor shall provide, in writing, to the CHP, at least five (5) days prior to the Agreement starting date, the names, telephone numbers, and addresses of the on-site supervisors. The term "on-site supervisor" means a person designated in writing by Contractor with authority to act for Contractor at the work site.

14. **Contractor's Responsibility for Work**

Until the State formally accepts the work, the Contractor shall be liable for any injury or damage to any part of the work from the elements, except for an act of God as defined by California Public Contract Code section 10122(c) or a natural disaster as proclaimed by the State or Federal government), and damages that are directly and proximately occasioned by acts of the State or Federal government and the public enemy.

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

15. **Work Area**

Contractor will ensure that the work area is kept clean and free of debris, as necessary, to maintain a safe working environment for staff. While working on equipment, Contractor agrees to perform services with as little disruption to the State's operations as possible. All tools, equipment and other work materials belonging to the Contractor will be removed from the area office at the end of each working day. The State shall not be responsible for storage of any Contractor property.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

16. **Equipment**

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

17. **Utilities**

The Contractor shall not interrupt utilities except with two (2) days' prior written notice and approval from the State. Interruptions shall be scheduled to minimize the duration and disruption to the existing operation.

18. **Inspection and acceptance**

A. The Contractor shall always permit the State and its authorized agents and representatives to visit and inspect the work site while work is in progress. This obligation shall include maintaining proper facilities and safe access for such inspection. Where the contract requires the work to be tested, it 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 such work is ready for inspection and testing. Should any such work be covered without such testing and approval, it shall be uncovered at the Contractor's expense. The Contractor shall give the State a twenty-four (24) hour notice prior to performing work on a Saturday, Sunday or a State holiday, so that the State may make the necessary arrangements.

B. Regardless of any prior inspections and acceptances of work during the term of this Agreement, all work is subject to final inspection and acceptance by the CHP Project Representative.

C. The CHP Project Representative shall have the ultimate responsibility and authority to determine whether the Contractor has satisfied the duties and obligations under the Agreement, including specifically whether the Contractor delivered all work product and deliverables and whether the Contractor's work product and deliverables satisfied all of the applicable contract requirements.

D. Approval of work constitutes approval for payment and not the transference or termination of Contractor's responsibility to perform work in accordance with the terms of the Agreement, and any work that needs corrections shall be t the Contractor's sole expense and in a timely manner.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

19. **Materials and Workmanship**

All materials used and all work performed under the contract shall conform in all respects to the latest amended rules, regulations and requirements which are set forth in the Uniform Building Code, Uniform Plumbing Code; National Electric Code; California Electric Safety Orders; California Department of Industrial Relations, Division of Industrial Safety regulations; and any other regulatory requirement having jurisdiction over this type of work.

Materials, articles or equipment furnished by the Contractor for incorporation into the work shall be new. When the contract documents indicate or require that such materials, articles or equipment are to be furnished, but the quality or kind thereof is not particularly specified, shown or indicated, the Contractor shall furnish materials, articles or equipment at least equal to the class or quality of the materials, articles or equipment that are specified, shown or indicated. Substantiating data of the equal item shall be presented to the State within 35 calendar days after the award of the contract. All work shall be performed in a first class and workman-like manner in accordance with the true intent and meaning of the Plans and Specifications. Every part of the work shall be accomplished by the workers, laborers or mechanics especially skilled in the class of work required and workmanship shall be the best.

Completed work shall be to the entire satisfaction of the State of California. The State shall be the sole judge as to whether the materials or workmanship is acceptable. Should any portion of the completed work or any materials, articles or equipment delivered fail to comply with the requirements of the contract, such work, materials, articles or equipment shall be rejected. The Contractor shall immediately replace, at his/her own expense, all unacceptable materials and all unacceptable work shall immediately be made satisfactory to the State by the Contractor at no additional expense to the State. Any rejected materials, articles or equipment shall immediately be removed from the premises at the expense of the Contractor.

20. **Liability for Nonconforming Work**

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

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

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

21. **Contract Violations**

The Contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

22. **Cancellation**

A. CHP reserves the right to cancel this Agreement without cause, upon thirty (30) calendar days advance written notice to the Contractor.

B. CHP may, at its option, immediately cancel the Agreement if any emergency arises which causes the closure of the facility.

C. CHP reserves the right to cancel or terminate this Agreement immediately for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this Agreement.

D. Agreement cancellation/termination shall be effective as of the date indicated in notification from CHP to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.

E. In the event of early cancellation/termination, Contractor shall be entitled to compensation for services performed satisfactorily under this Agreement and expenses incurred up to the date of cancellation in support of this Agreement.

23. **Contract Suspension**

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a Federal or State regulatory agency, mandating the suspension of State contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. During the period

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

of contract suspension, Contractor is not entitled to any payment for the suspended work. Once the order suspending State contracts has been lifted, a formal letter from the Department will be issued to the Contractor to resume work.

24. **Confidentiality of Data**

All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the Contractor to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) in violation of any State or federal law.

Contractor by acceptance of this Agreement is subject to all requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

25. **Computer Software Management Memo**

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

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

26. **Patents**

The Contractor shall assume all costs and agrees to indemnify and save harmless the State, its officers and employees from all suits, actions or claims arising from use of patented materials, equipment, devices or processes used or incorporated in the work contracted for by CHP.

27. **Accounting Principles**

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a Contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

28. **Stop Notice and Claims**

The State will retain from funds owed or that become owed to Contractor an amount sufficient to cover claims filed pursuant to Civil Code sections 3179 et seq.; tax demands filed in accordance with Government Code section 12419.4; claims of State agencies offset under Government Code section 12419.5; and other claims, penalties, and forfeitures for which the State is authorized to retain money.

29. **Tax**

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

30. **Tax Delinquencies Contract Ban**

The State of California shall not enter into any contract for goods or services with a Contractor whose name appears on either list of the five hundred (500) largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code.

31. **Accident Prevention**

The Contractor shall always exercise precaution for the protection of persons (including employees) and property. Precautionary measures shall include, but not limited to, installation of adequate safety guards and protective devices for all equipment and machinery, whether used in the performance of the work or

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

permanently installed as part of the work. The Contractor shall comply with all applicable laws relating to safety precautions, including safety regulations of the California Department of Industrial Relations, State Division of Industrial Safety.

32. **Brand or Trade Names**

Pursuant to California Public Contract Code section 3400, the contract does not require the Contractor to supply specific brand or trade name material, product, or services, except for services by the Contractor or by subcontractors listed pursuant to California Public Contract Code sections 4100 et seq. Whenever an item is specified by brand, trade name, or specific entity, the item shall be deemed to be followed by the term "or equal" unless the specifications provide that use of the item listed is necessary, in the public interest or to match other similar items already used or to be used.

33. **Inconsistent Terms**

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

34. **Occupancy by the State Prior to Acceptance**

The State reserves the right to occupy all or any part of the project prior to completion of the work upon written order by the State. In such event, Contractor will be relieved of the responsibility to the State for injury or damage resulting from occupancy and use by the State. Such occupancy does not constitute acceptance by the State of the work completed by the Contractor or any portion thereof, nor will it relieve the Contractor of responsibility for correcting defective work or materials found at any time before acceptance of the work.

35. **Final Payment**

After acceptance of the work by CHP, Contractor shall promptly submit to the CHP, a statement of the sum due Contractor under this Agreement. The said statement shall consider the contract price, as adjusted by any amendments; amounts already paid; and sums to be withheld for incomplete work, liquidated damages, and for any other cause under the Agreement.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

36. **Hazardous Materials**

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

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

37. **Mandatory Organic Waste Recycling**

Contractor generating organic waste or commercial solid waste shall comply with SB 1383; also, Contractor will arrange for recycling services required by this section in a manner that is consistent with State and local laws and requirements, including a local ordinance or local jurisdiction's franchise agreement, applicable to the collection, handling, or recycling of organic waste and commercial solid waste. This requirement does not modify, limit, or abrogate the Contractor's right to sell or donate its recyclable organic waste materials consistent with the requirements of Public Resources Code Section 42649.8 et seq. When applicable, Contractor must comply with these provisions.

38. **Electronic Waste Recycling**

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

39. **Small Business and DVBE Participation – Commercially Useful Functions**

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

This solicitation and any resulting Agreement shall be subject to all requirements as set forth in the following code: Government Code Sections 14837, 14839, 14842, 14842.5 and MVC Sections 999, 999.6, 999.9.

In part, these codes involve requirements for businesses to qualify as a California certified Small Business, Micro-business and/or DVBE. The aforementioned companies must perform a commercially useful function to be eligible for award and must be "domiciled" in California. A suppliers bid will be considered non-responsive and rejected for failure to comply with the definition and requirements set forth in the statutes Contractors found to be in violation of certain provisions within these code sections may be subject to loss of certification, penalties and Agreement cancellation.

40. **Disabled Veteran Business Enterprise (DVBE)** (If applicable)

Contractor shall fulfill, their obligations in dispensing that portion of the Agreement amount to the DVBEs as identified in GSPD-05-105 (Bidder Declaration Form).

In the event the Agreement is amended to increase the amount, Contractor will be required to comply with the Department's DVBE participation requirement for the amended amount. Contractor agrees that the State or its delegate will have the right to review, obtain, and copy all records pertaining to performance of the Agreement. Contractor agrees to provide the State or its delegate with any relevant information requested and shall permit the State or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees, inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Section 10115 et seq., and Title 2, California Code of Regulations (CCR), Section 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the Agreement (Title 2, CCR Section 1896.75).

If this Agreement is exempt from DVBE requirements, CHP requests your assistance in achieving legislatively established goals for the participation of DVBEs by reporting any certified DVBEs that will be used in the performance of this Agreement.

41. **DVBE Reporting Requirements** (If applicable)

In accordance with MVC 999.5(d), it is the prime contractor's responsibility to certify to CHP, via Prime Contractor's Certification – DVBE Subcontractor Report (DGS STD 817), that the DVBE subcontractor(s) named in the contract have received full payment per contract commitment upon completion of the contract.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

A. Upon completion of an awarded contract for which a commitment to achieve a DVBE goal was made, the awarding agency is required to submit and collect from the prime contractor that entered into a contract with a DVBE subcontractor the prime contractor's DVBE DGS STD 817 form certifying all payments have been made to DVBE subcontractors pursuant to MVC 999.5.

B. Pursuant to MVC 999.7, the awarding agency is required to withhold $10,000 from the final payment or the full payment if less than $10,000 on contracts until the prime contractor complies with the certification requirements of MVC 999.5(d). If the prime contractor, upon notification, does not comply with the certification requirements, the final payment is permanently deducted. The withholding applies to all procurement approaches with a DVBE subcontractor, as defined by MVC 999(b)(4).

C. Notwithstanding any other law, an awarding agency shall not withhold more than the amount specified on the final payment of any DVBE contract for the purposes of ensuring compliance with the certification requirements of MVC 999.5.

   1) Prime contractor is required to maintain records supporting the information submitted on the DGS STD 817 form. The DGS STD 817 form can be downloaded at: https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/File-DVBE-Subcontracting-Report.

   2) A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation in the minimum amount of $2,500 and the maximum amount of $25,000. An action for a civil penalty under this subdivision may be brought by any public prosecutor in the name of the people of the State of California and the penalty imposed shall be enforceable as a civil judgment.

D. The DGS STD 817 form is to be forwarded to the California Highway Patrol's Business Services Section, Certified Business Advocate via U. S. mail at 601 North 7 Street, Sacramento, CA 95811, electronically at Certifiedbusiness@chp.ca.gov, or facsimile at 916 322-3166, for processing and inclusion in the contract file.

42. **DVBE Replacement/Substitution Request** (If applicable)

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Motor and Vehicle Code

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

(M&VC) § 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). The Contractor shall submit requests for DVBE substitutions electronically to the CHP SB/DVBE Advocate at CertifiedBusiness@chp.ca.gov. Requests to replace a DVBE subcontractor must be amply documented to show that the replacement meets the criteria as specified in the California Code of Regulations (CCR), Title II, Section 1896.64(c) or the Public Contracting Code (PCC) 4107 (for public works). Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; (PCC) § 10115.10, or PCC § 4110 (for public works contracts).

43. **Debris and Recycle**

To comply with Public Resources Code (PRC) Section 42921 (a) and (b) and PRC Section 42926, all Contractors shall contain, in a confined area away from CHP worksite, all trash and debris generated from Janitorial, Landscape, Electrical, Plumbing, Painting and/or General Construction projects and dispose of debris at no additional cost to the CHP. All work areas shall always be kept clean, safe, and orderly. At the completion and approval of work, Contractor shall remove all debris and surplus materials resulting from the project, dispose of it, and leave the site clean, safe, and orderly, at no additional cost to the CHP. Documentation of debris disposal will be given to the CHP Project Representative at the completion of each project or billing cycle. ALL MATERIALS MUST BE RECYCLED WHENEVER POSSIBLE, AT THE CLOSE OF A PROJECT. ALL MONIES COLLECTED FROM THE RECYCLING OF MATERIALS FROM A CHP SITE SHALL BE REMITTED BACK TO THE CHP, unless otherwise noted. A copy of the waste manifest or refuse report is to be kept in the waste diversion report binder. (Note: The cost for disposal is for record keeping and is not to be construed as a permission to bill the CHP for these costs.)

44. **Inability to Provide Services**

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

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

45. **Default**

Default is defined as Contractor failing to perform services required by the Agreement in a satisfactory manner. If, after Agreement award and execution of the Agreement, Contractor defaults, the Agreement may be terminated for non-satisfactory performance. Additionally, Contractor may be liable to CHP for damages including the difference between the Contractor's original bid price and the actual cost of performing the work by another Contractor.

46. **Dispute**

Any dispute of fact arising under the terms of this Agreement which is not resolved within a reasonable timeframe as defined by CHP Project Representative or Contractor, shall be brought by either party to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. If an agreement cannot be reached through the application of high-level management attention, either party may assert its rights and remedies under this Agreement.

47. **Rejection**

Should any portion of the work done or any materials, articles, or equipment delivered fail to comply with requirements of the Agreement, such work, materials, articles, or equipment shall be rejected, and shall immediately be made satisfactory to CHP Project Representative by Contractor at no additional expense to CHP. In the event Contractor fails to take necessary steps to ensure future conformity with the requirements of the Agreement, CHP shall have the right to either (a) procure services required by the Agreement and charge to Contractor or (b) terminate this Agreement.

48. **Right to Bar**

CHP reserves the right to bar any Contractor's employee from the work site.

49. **Security**

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

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

B. Contractor will not let visitors come into the building (including CHP employees) after the doors are locked. Building admittance is restricted to employees of Contractor who have been assigned to this location and previously introduced to CHP Project Representative. Individuals who have not been assigned to perform services at this location (i.e., children, family members or friends of Contractor or Contractor's employees) are strictly forbidden from entering the building and secured areas when cleaning the building. Failure to adhere to this requirement will result in immediate termination of this Agreement.

50. **Security Breach**

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

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

51. **Force Majeure**

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failures of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible and/or any other cause beyond the reasonable control of the party whose performance is affected.

52. **State Holidays**

CHP offices will be closed on any holiday that falls on or is observed on a weekday, unless otherwise stated. CHP observes the holidays identified on the California Department of Human Resources web-site:
http://www.calhr.ca.gov/employees/Pages/state-holidays.aspx.

EXHIBIT E
(Standard Agreement)

INSURANCE REQUIREMENTS

1. Contractor shall, without expense to CHP or the state, maintain or cause to be maintained and in effect, at all times during the term of the agreement, with insurers of recognized reputation and responsibility, a valid certificate of Insurance with the following State of California requirements and General Provisions applying to all policies:

   A. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least (30) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.

   B. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor and/or Permittee is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor and/or Permittee fails to always keep in effect the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

   C. Deductible – Contractor and/or Permittee is responsible for any deductible or self-insured retention contained within their insurance program.

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

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

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

   G. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor and/or Permittee's obligations under the contract.

   H. Satisfying an SIR - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.

   I. Available Coverages/Limits - All coverage and limits available to the contractor shall also be available and applicable to the State.

   J. Subcontractors - In the case of Contractor and/or Permittee's utilization of subcontractors to complete the contracted scope of work, contractor and/or Permittee shall include all subcontractors as insured's under Contractor and/or

EXHIBIT E
(Standard Agreement)

INSURANCE REQUIREMENTS

Permittee's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor and/or Permittee.

2. Insurance Requirements:

A. Commercial General Liability

Contractor shall maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury and property damage liability. The policy 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 Agreement. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Contractor's limit of liability. **The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract. The additional insured endorsement must accompany the certificate of insurance.**

B. Automobile Liability

1) Contractor shall maintain motor vehicle liability with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. **The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract. The additional insured endorsement must accompany the certificate of insurance.**

2) By signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

C. Pollution Liability

Contractor shall maintain Pollution Liability covering the Contractor's liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site and during transportation as well as proper disposal of hazardous materials. Proof of Pollution during transportation shall be provided

EXHIBIT E
(Standard Agreement)

INSURANCE REQUIREMENTS

on an MCS-90 form, or its equivalent. Limits of not less than $1,000,000 per incident, and annual aggregate amount of $2,000,000 shall be provided. **The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract. The additional insured endorsement must accompany the certificate of insurance.** *(Applicable only when services involve handling of toxic or hazardous substances)*

D. Workers' Compensation and Employer's Liability

Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. In addition, employer's liability limits of $1,000,000 are required. If applicable, contractor shall provide coverage for all its employees for any injuries or claims under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations, or statutes applicable to maritime employees. By signing this contract, Contractor acknowledges compliance with these regulations. **A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.**

2. Contractor shall provide a certificate of insurance evidencing the below prior to the scheduled performance of the agreement. All Certificates of Insurance shall be submitted to:

Department of California Highway Patrol
Business Services Section
Contract Services Unit
PO Box 942898
Sacramento, CA 94298-0001

or

To expedite processing, certificates may be faxed to: (916) 322-3166 or Email to: Rebecca Fielding Rebecca.Fielding@chp.ca.gov