



CALIFORNIA CONSERVATION CORPS
Headquarters
1719 24th Street, Sacramento, CA 95816

INVITATION FOR BID

NOTICE TO PROSPECTIVE BIDDERS
Contract #C7222AAV

BID ADVERTISEMENT

Mandatory Walkthrough: September 6 , 2017 @ 1:00PM

Bid Opening: September 21, 2017 @ 2:00PM

You are invited to review and respond to this Invitation for Bid (IFB) for
EMPLOYEE ACCESS UPGRADE AND ALARM SYSTEMS MONITORING

In submitting your bid, you must comply with the instructions and requirements found herein. Note that all Agreements entered into with the State of California will include by reference General Terms and Conditions that may be viewed at Internet site <https://www.dgs.ca.gov/ols/Resources/StandardContractLanguage>.

No contractor or subcontractor may be listed on a bid proposal for this public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. <http://www.dir.ca.gov/PublicWorks/PublicWorks.html>.

If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the California Conservation Corps, this IFB is complete and without need of explanation. However, if you have questions or need any clarifying information, please submit questions through bidquestions@ccc.ca.gov. Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum. **All questions and answers MUST come through bidquestions@ccc.ca.gov ONLY**, keeping the process fair for all. No questions will be addressed via phone calls, other e-mails, or in person on or before the bid.

Jennifer Reed-Aguayo
Business Services and Contracts Unit
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INVITATION FOR BID (IFB)
Notice to Prospective Bidders
ALARM SYSTEMS INSTALLATION, MONITORING, INSPECTION AND MAINTENANCE

Project Location: California Conservation Corps, Headquarters
1719 24th Street, Sacramento, CA 95816

Project Manager: Jennifer Reed-Aguayo (916) 341-3132

SCOPE OF WORK -GENERAL

This bid is for the upgrade of the California Conservation Corps'(CCC) Employee access system as well as monitoring, inspection and maintenance of a fire and burglar alarm system for the California Conservation Corps'(CCC) Headquarters Office located at the above address.

The CCC is seeking an up to date, tractable, tamper resistant, method for our employees to gain access into the building. Currently employees are issued key fobs. Fob readers are currently at 4 entrances.

ID CARD SYSTEM

1. **ID Card system-** Where each employee is assigned a picture ID card that can be swiped at one of six entrances to access the building as shown below in Points of Control and on Exhibit A. Install new tamper resistant **Card** readers and electric lock hardware on the outside of the below Points of Control

ID Badges

- a. Install ID Card producing scanning equipment and software that the CCC can operate and generate photo ID badges for our employees.
- b. ID Badge cards must be made out of durable, cleanable material.
- c. Card readers at each entrance indicated on the maps titled Exhibit A and Exhibit B.
- d. The ability for CCC to approve/deny or turn off access immediately.
- e. **Install new electric lock hardware at all entrances of the building that never restricts the ability to freely exit the building** at any time and must comply with all building fire codes, new automatic lock/unlock features for individual doors, 24 hours a day/7 days a week security monitoring and 24 hours/7 days a week fire monitoring according to NFPA standards.
- f. Network-connected access control panels.
- g. The system must include remote access, including by smartphone or internet, allowing CCC system managers to remotely and immediately restrict and permit access to the building.

POINTS OF CONTROL (as shown on Exhibit A)

Entries

- a. Main visitor entrance,

- b. Main employee entrance,
- c. Southwest entrance,
- d. South gate,
- e. South entrance, and
- f. Northeast entrance.

Restricted Area Access- Human Resources

- g. Main Office Door
- h. Main Office Gate
- i. Back Hallway Entry

Parking Area (as shown on Exhibit B)

- j. Install reader and electric lock hardware on 2 electric chain link gates with card access for the two walkthrough gates.
- k. Install reader and electric lock hardware and electric gate opener on one (1) chain link drive thru gate.

Reception Desk

Install panic button at the reception desk that will:

- l. Automatically and instantly Lock the front door.
- m. Alert 911 and designated CCC Staff.

Additive Cost:

Vehicle Parking Area

- a. Install **ID Card** reader and electric opening devices access for two walkthrough gates.
- b. Install **ID Card** reader access and install 2 electric opening device on current drive - thru gate.

The Burglar Alarm System

The burglar alarm equipment shall monitor and maintain motion sensors, exterior door contacts, interior door contacts, keypads or fingerprint sensors, control panels, overhead door contacts, panic alarms, audio sensors and glass break sensors on a 24-hour basis, (7) days a week, for a 24-month period.

The Contractor will be responsible for scheduling door unlocked/locked at the main entrance, at the beginning and end of each business day (holidays excluded). The Contractor will be responsible for any damage or theft to the interior of the building caused by failure to correctly lock the building during off hours and holidays. Normal business hours are 8:00am to 5:00pm Monday through Friday. Employees shall be able to enter /exit the building during off hours with their ID card as approved by the CCC Representative. During off hours the door should lock automatically after employee enters.

California State Legal Holiday schedule

Holiday	Date Observed in 2017
New Year's Day	January 2
Martin Luther King Jr. Day	January 16
Presidents' Day	February 20
Cesar Chavez Day	March 31
Memorial Day	May 29
Independence Day	July 4
Labor Day	September 4
Veterans Day	November 10
Thanksgiving Day (and the day after)	November 23 & 24
Christmas Day	December 25

Maintenance is defined as the replacement and/or repair of all system devices due to normal wear and tear, testing, inspection, routine preventive maintenance, battery replacement and servicing of intrusion alarm system. Does not include equipment damage as a result of vandalism or misuse, service calls due to faulty phone lines connected to the alarm communication. Contract includes alarm monitoring, dispatch service, testing, inspection, routine preventive maintenance, battery replacement and servicing of intrusion alarm system.

The Contractor shall visit and determine the actual condition of the site prior to submitting the bid and shall familiarize themselves of the work in place. Contractor shall investigate conditions character, quality and quantity of surface, and sub-surface materials of obstacles to be encountered. Failure by the Contractor to acquaint himself/herself with site conditions and available information will not relieve him/her from the responsibility for estimating properly, or the difficulty or cost of successfully performing the work. The submission of a bid will be considered as conclusive evidence that the Contractor has made such examination. No claim of the Contractor shall be made as a result of different physical conditions of any item or exposed work if such condition is exposed and present at the time of inspection. If any unknown physical condition exists or is not exposed at the time of site inspection, unless noted in these specifications, an equitable adjustment will be made.

The burglar alarm system must provide:

- a. 24 hours a day/7 days a week burglar monitoring including door status monitoring, door forced-open monitoring and door open-too-long monitoring, glass breakage sensors.

- b. The system must provide the ability to create flexible access hours (day, time, door access, etc.), as well as the ability for the CCC to start/stop access immediately for each individual employee.
- c. Fully operational by designated CCC Staff through Smartphone/internet application.
- d. Lock and unlock doors through smartphone/internet application.
- e. Door status monitoring, including but not limited to, door forced-open monitoring and door open-too-long monitoring;
- f. Panic connect to 911
- g. Immediate panic sensor notifications

Vehicle Parking Area

- a. Install **ID Card** reader access for two walkthrough gates and two current drive - thru gates.
- b. Install **ID Card** reader access on current drive - thru gate.

Security monitoring services provided by the contractor must include:

- Door status monitoring including, but not limited to, door forced-open monitoring and door open-too-long monitoring;
- window breakage/forced opening monitoring;
- fire alarm monitoring (NFPA 72 fire safety standards) with the ability for CCC to conduct fire drills;
- an audible alarm inside the building for specified conditions;
- panic button installed at the front desk that would immediately lock/unlock the front door of the building and notify law enforcement;
- Close and open of business doors secure.
- Provide the CCC with complete training of the entire system/equipment.

The burglar monitoring system must provide the CCC with the immediate ability to view transaction records and create transaction reports indicating all entries with the name of the employee, name of the door at which entry was attempted, time that entry was attempted, and if card was rejected, the reason for rejection.

The contractor must provide system monitoring 24 hours per day, 7 days per week. The contractor must contact the designated CCC employee for all alarm activations.

If false alarms are a result of faulty equipment or malfunctions the Contractor will be responsible for any expenses incurred by false alarms. Diagnostic reports to be provided by contractor to CCC for each false alarm.

All equipment furnished shall be new. New systems installed shall include all required hardware, piping, raceways, interconnecting wiring and software to accomplish the requirements of this specification, whether or not specifically itemized herein.

The system as specified shall be supplied, installed, tested and approved by the local Authority Having Jurisdiction, and turned over to the owner in an operational condition.

The control system shall be capable of bypassing the alarms from an individual security system installed within selected areas. The pass code allowing this function shall be assignable to individual security personnel and each bypass action shall be logged to system history. Intrusion alarms occurring during a bypass period shall be logged to history and displayed but no audible alarm shall occur at the control panel.

The system shall be in full compliance with National and Local Codes. The publications listed below form a part of this publication to the extent referenced. The publications are referenced in the text by the basic designation only. The latest version of each listed publication shall be used as a guide unless the Authority Having Jurisdiction has adopted an earlier version.

Fire Alarm System

System Requirements

The system shall be a complete, electrically supervised fire detection and notification system, microprocessor-based operating system having the following capabilities, features and capacities:

1. Audible and visual notification alarm circuit zone control.
2. Status indicators for sprinkler system water flow and valve supervisory devices.
3. Listed by the UL for configuration as an approved NFPA 13 fire sprinkler system deluge and pre- action and FM-200 extinguishing agent release system.
4. Each intelligent addressable device on the system shall be displayed at the control panel display.
5. Remote annunciators shall have alphanumeric display with the same characteristic as the fire alarm control panel. The remote display shall be programmable to have complete system control or just as an annunciator.

Fire Alarm Condition:

- a) Record within system history the initiating device and time of occurrence of each event.
- b) If false alarms are a result of faulty equipment or malfunctions the Contractor will be responsible for any expenses incurred by false alarms. Diagnostic reports to be provided by contractor to CCC for each false alarm.
- c). The local fire control panel shall be UL 1076 listed for security purposes and National Fire Protection Association (NFPA) most current or approved standards:
 - 1). NFPA 13 Standard for the Installation of Sprinkler Systems
 - 2). NFPA 13A Recommended Practice for The Inspection, Testing and Maintenance of Sprinkler Systems
 - 3). NFPA 70 National Electrical Code
 - 4). NFPA 72 National Fire Alarm Code
 - 5). NFPA 90A Standard for the Installation of Air Conditioning and Ventilating Systems
 - 6). NFPA 101 Life Safety Code

Underwriters Laboratories, Inc. (UL) appropriate equipment standards:

- a) UL 864 Control Panels
- b) UL 268 Smoke Detectors
- c) UL 268A Smoke Detectors – Heating, Ventilating and Air Conditioning (HVAC)
- d) UL 464 Audible Signal Appliances
- e) UL 1971 Standard for Visual Signaling Appliances

Building Codes:

- a) Building Officials and Code Administrators (BOCA) National Building Code and the BOCA Fire Code
- b) Standard Building Code and the Standard Fire Code
- c) Uniform Building Code and the Uniform Fire Code
- d) International Building Code and the International Fire Code
- e) NFPA 5000 Building Code
- f) State and Local Building Codes as adopted and/or amended by the Authority Having Jurisdiction (AHJ)
- g) Americans with Disabilities Act (ADA), and/or State and local equivalency standards as adopted by the Authority Having Jurisdiction

Contractor shall be qualified by UL for certifying fire alarm systems. Upon completion of the installation, the contractor shall certify the final system meets UL ongoing maintenance.

Contractor/Subcontractor's Technician for Fire Life Safety Service:

Technicians shall be factory trained and certified, or have 5 years' experience in the installation and operation of the type of system provided. The technician shall be licensed in the State, if required by law. The technician shall supervise installation, software documentation, adjustment, preliminary testing, final testing and certification of the system. Contractor shall maintain a factory trained service department with service personnel available on a 24-hour, 7-day per week basis. Provide a 24-hour emergency service number with a maximum telephone response time of 1 hour.

Maintenance is defined as the replacement and/or repair of all system devices due to normal wear and tear, testing, inspection, routine preventive maintenance, battery replacement and servicing of Fire alarm system. Does not include equipment damage as a result of vandalism or misuse, service calls due to faulty phone lines connected to the alarm communication. Contract includes alarm monitoring, dispatch service, testing, inspection, routine preventive maintenance, battery replacement and servicing of Fire alarm system.

QUALITY CONTROL: The Contractor shall be responsible for the completeness of his/hers work. He/she shall be responsible for the progress of his/hers work until final completion and acceptance of same by the State, and shall make such checks on the work as may be necessary to assure conformance with these specifications.

Work Schedule: The Contractor shall furnish the CCC Project Manager a proposed work schedule THREE DAYS PRIOR TO BEGINNING WORK. Installation shall not interfere with normal daily work routines of CCC employees.

The Contractor shall submit at such times as may be requested by the CCC, schedules which shall show the order in which the Contractor proposes to carry on the work with dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts.

The Contractor shall submit four (4) sets (one (1) original and three (3) copies) of manufacturer's data for all equipment and materials proposed for use on this job, complete with descriptions, information, and performance data to the CCC Project Manager for approval. Submittals must be approved prior to start of the work identified in the respective submittals. Two sets of submittals shall be returned for use by the Contractor.

Clean Up and Disposal of Refuse Upon completion of the work under this contract, the Contractor shall remove all remaining excess materials, waste, rubbish, debris, temporary facilities and other equipment from the site. Final approval of the work done under these specifications will not be given until the final cleanup shall have met with the approval of the CCC.

Restoration of Improvements Any damage to existing facilities, structures or improvements caused by the Contractor, his/her equipment or workers, during the term of this contract, shall be repaired and the damaged item(s) restored to as good a condition as existed at the time work commenced at the Contractor's own expense.

Bid Requirements and Information

License Requirements

Burglar Alarm Systems • Under Contractors License Law (B&P Section 7054), individuals who install, maintain, monitor, sell, alter, or service burglar alarm systems do not have to be licensed by CSLB if they are licensed by Bureau of Security and Investigative Services (BSIS).

Fire Alarm Systems • Fire alarm work is subject to Contractors License Law and requires an Electrical (C-10) contractor license.

A. Bidder Minimum Qualifications

All licensing shall be current and in good standing for the duration of the contract. Section 8555 (g) of the Business and Professions Code.

To be considered the contractor/subcontractor must meet the following criteria:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.

- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.
- Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed through solely to be qualified to submit a proposal or awarded the contract.

B. Bid Requirements and Information

1. Key Action Dates

It is recognized that time is of the essence. All bidders submitting bids are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

- IFB available to prospective bidders.....**August 21, 2017**
- Mandatory Pre-Bid Walkthrough at **1:00PM**..... **September 6, 2017**
- Written questions must be received by **8:00AM**..... **September 14, 2017**
- Sealed bids must be received no later than **2:00PM**.....**September 21, 2017**

- Opening of Cost Proposal at **2:00PM**.....**September 21, 2017**
- Notice of Proposed Award Date to occur 1-5 work days after "Opening of Cost Proposal"

2. Mandatory Pre-Bid Walkthrough

There is a mandatory pre-bid walkthrough on **September 6, 2017@ 1:00PM**.

Location: CCC Headquarters
1719 24th Street, Sacramento, CA 95816

In the event a potential prime contractor is unable to attend the mandatory pre-bid walkthrough, an authorized representative may attend in their behalf. The representative may only sign-in for one (1) company. Subcontractors may not represent a potential prime contractor at a pre-bid conference or walkthrough. If this walkthrough is mandatory, no bid will be accepted unless the bidder or his authorized representative was in attendance.

For contractors who need assistance due to a physical impairment, a reasonable accommodation can be provided, upon request, for the pre-bid conference or walkthrough. The Contractor must call the contact person(s) no later than the fifth working day prior to the scheduled date and time of the pre-bid walkthrough to arrange for a reasonable accommodation.

C. Term of Contract

The term of this agreement is Upon Approvals through 6/30/2019.

D. Submission of Bid

1. All bids must be submitted under sealed cover and sent to the CCC by date and time shown in the Time Schedule. The sealed cover must be plainly marked with the **IFB**, your firm's name and address, and must be marked with "**DO NOT OPEN**." Bids not submitted under sealed cover may be rejected.
2. All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm. The signature must indicate the title or position that the individual holds in the firm. An unsigned bid may be cause for rejection.
3. Mail or deliver bids to the following addresses:

Postal/Hand Delivery
California Conservation Corps
Location: Headquarters
1719 24th Street, Sacramento, CA 95816
Attn: Jennifer Reed-Aguayo

ALARM SYSTEMS INSTALLATION, MONITORING, INSPECTION AND MAINTENANCE

Contract #C7222AAU

DO NOT OPEN UNTIL: September 21, 2017 @ 2:00PM

4. All bids shall include the documents identified in the Attachment Required Documents on Page 20 of this IFB. Bids not including the proper required documentation shall be deemed non-responsive and shall be rejected. A non-responsive bid is one that does not meet the basic bid requirements.
5. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
6. A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may waive any immaterial deviation in a bid. The State's waiver of immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
7. Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the State of California.
8. A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
9. A bidder may withdraw its bid by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent of their firm. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.

10. The awarding agency may modify this IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received an original bid package and who attended the mandatory walkthrough, if applicable.
11. The awarding agency reserves the right to reject any and all bids. The agency is not required to award an agreement.
12. Before submitting a response to this solicitation, Bidders should review, correct all errors and confirm compliance with the IFB requirements.
13. Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
14. No oral understanding or agreement shall be binding on either party.
15. Questions regarding this IFB must be submitted via bidquestions@ccc.ca.gov

E. Evaluation and Selection

1. At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
2. The State will evaluate each bid to determine its responsiveness to the published requirements.
3. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.
4. Award, if made, will be to the lowest responsive and responsible bid.

F. Award and Protest

1. Whenever an agreement is awarded under a procedure which provides for competitive bidding, but the agreement is not to be awarded to the low bidder, the low bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery (five) working days prior to the award of the agreement.
2. Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least (five) working days prior to awarding the agreement.
3. If any bidder, prior to the award of agreement, files a protest with the Department of General Services (DGS), Office of Legal Services, and the CCC on the grounds that the (protesting) bidder is the lowest responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn or the DGS has decided the matter.
4. **Within (five) days** after filing the initial protest, the protesting bidder shall file with the DGS and the CCC a detailed written statement specifying the grounds for the protest. The written protest must be sent to the DGS, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West

Sacramento, California 95605. A copy of the detailed written protest should be mailed to CCC Contracts Office, 1719 24th Street, Sacramento, California 95816. It is suggested that you submit any protest by certified or registered mail.

G. Disposition of Bids

1. Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
2. Copies of the bid packages may be returned only at the bidder's expense, unless such expense is waived by the CCC.

H. Agreement Execution and Performance

1. Service shall be available no later than (30) days, or on the express date set by the CCC and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the CCC, upon (five) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.
2. All performance under the Agreement shall be completed on or before the termination date of the Agreement.
 - a. The State does not accept alternate contract language from a prospective contractor. The State's General Terms and Conditions are not negotiable. (See sample Standard Agreement attached hereto).

I. Termination

The CCC has the authority and express right to terminate any Agreement awarded under this IFB at any time during the term of the Agreement for any reason or if the CCC finds that the Contractor's work is negligent, not satisfactory, or not in accordance with the Agreement requirements.

J. Preference Programs and Participation Requirements

Information, requirements and forms for the preference programs listed below can be found at the Internet web sites listed.

Note: These documents may not be required in all bid packages. Refer to Attachment Required Documents for documentation required by this IFB.

1. Certified Small Businesses and Microbusinesses Certification Benefits – Certified Small Businesses or Microbusinesses can claim the five percent (5%) preference when submitting a bid on a state contract. You must provide a copy of the official Certification letter along with your bid.

For information on small business and microbusiness certification benefits refer to the following DGS Website - <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>

2. DVBE Bid Incentive

Please look carefully at box (a) in this section. If the box is checked you must respond accordingly to the instructions in this section for your bid to be considered responsive.

DVBE Participation is required for this bid.

Specific information regarding the form (Rev. 9/2009), "California Disabled Veteran Business Enterprise (DVBE) Program Requirements," can be found at the following website:

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

(GOOD FAITH EFFORT IS NOT AN OPTION TO MEET THE DVBE PARTICIPATION GOAL.)

If for this agreement contractor made a commitment to achieve Disabled Veteran Business Enterprise (DVBE) participation, then contractor must within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) certify in a report to the awarding department: (1) the total amount the prime contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code (M&VC) § 999.5(d)).

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 Military and Veterans Code 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). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

3. Recycled Content Certification

The State of California is required to purchase recycled content products (RCPs) rather than non-recycled products whenever price, quality, and availability are comparable. Furthermore, each state agency is required to purchase RCPs in sufficient quantities to ensure that mandated RCP procurement goals are attained within eleven product categories. These eleven product categories and their respective minimum recycled content requirements are outlined in Attachment I.

Therefore, if two bidders quote the same bid cost amount for services, the State will award the contract to the RCP certified contractor.

In order to help state agencies identify all reportable purchases and all the reportable RCP purchases, suppliers are mandated by the Public Contract Codes to certify the minimum, if not the exact, recycled content, both secondary and postconsumer material, in the products, materials, goods, and supplies offered or sold to the State. The Public Contract Codes require every supplier to certify the minimum, if not the exact recycled content, both secondary and postconsumer material, in the products, materials, goods, and supplies offered or sold to the State. A Recycled Content Certification Form (CIWMB 74C) is provided in Attachment I for this purpose. Additional information regarding this program can be obtained at the following web site:

<http://www.ciwmb.ca.gov/BuyRecycled/StateAgen>.

K. Public Works Contractor Registration Program (Mandatory)

EMPLOYEE ACCESS UPGRADE AND ALARM SYSTEMS MONITORING IV
Contract #C7222AAU

All contractors and subcontractors who bid or work on a public works project must register and pay an annual fee to DIR. The phase-in timetable is as follows:

July 1, 2014: Registration program became effective and first contractors registered. Initial registrations will be valid through June 30, 2015.

March 1, 2015: No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with DIR.

April 1, 2015: No contractor or subcontractor may work on a public works project unless registered with DIR. All projects bid before March 1, 2015, or awarded prior to April 1, 2015 will not trigger the registration requirements.

Once the registration requirement becomes mandatory (March 1, 2015 for bids and April 1, 2015 for projects awarded), an awarding body may not accept a bid or enter into a contract for public work with an unregistered contractor.

DIR maintains an up-to-date listing of registered contractors.

There are exceptions to the registration requirement for bidders in circumstances where a CSLB license would not be required at the time of bidding.

Additional exceptions and protections are included in the registration laws to limit bid challenges, allow some violations to be cured through payment of penalty fees, and allow unregistered contractors to be replaced with registered ones.

<http://www.dir.ca.gov/Public-Works/PublicWorks.html>

CALIFORNIA PROMPT PAYMENT ACT
Government Code, Section 927, et seq.

SUMMARY OF FREQUENTLY ASKED QUESTIONS

Updated: August 27, 2014

#	Frequently Asked Questions	Small Business (Includes Non-Profits with Contracts <\$500k)	All Other Businesses
1	When is payment due? Specified contract term. No date set forth in contract	Date set forth in contract [GC 927.1(a)] and within 45 calendar days [GC 927(b)]	Date set forth in contract [GC 927.1(a)] and within 45 calendar days [GC 927(b)]
2	When does payment clock start?	The date of receipt of an undisputed invoice by department personnel is equal to Day Zero [GC 927 & 927.4]	The date of receipt of an undisputed invoice by department personnel is equal to Day Zero [GC 927 & 927.4]

EMPLOYEE ACCESS UPGRADE AND ALARM SYSTEMS MONITORING IV
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3	What if invoice is disputed (for good cause) within 15 working days?	Stops penalty clock until dispute resolved [GC 927.3]	Stops penalty clock until dispute resolved [GC 927.3]
4	When do penalties begin accruing? (For the State agency)	The day after payment due date per contract; if no payment date in contract, on the 31st day after receipt of invoice (i.e., the day after the " required payment approval date ") (GC 927.4) <i>Example: An invoice received on March 1st would begin accruing interest on April 1st if not submitted to the State Controller on or before March 31st (Day Zero = March 1 plus 30 days = March 31)</i>	The day after payment due date per contract; if no payment date in contract, on the 31st day after receipt of invoice (i.e., the day after the " required payment approval date ") [GC 927.4] <i>Example: An invoice received on March 1st would begin accruing interest on April 1st if not submitted to the State Controller on or before March 31st (Day Zero = March 1 plus 30 days = March 31.</i>
5	When do penalties begin accruing? (For the State Controller)	On the 16th day after receipt of the state agency claim [GC 927.4]	On the 16th day after receipt of the state agency claim [GC 927.4]
6	When do penalties stop accruing? (For the State agency)	The day claim schedule is submitted to Controller [GC 927.6(a)] or check is issued from Revolving Fund	The day claim schedule is submitted to Controller [GC 927.6(a)] or check is issued from Revolving Fund
7	When do penalties stop accruing? (For the State Controller)	The date warrant is issued [GC 927.7]	The date warrant is issued [GC 927.7]
8	What is the penalty rate?	A. Penalties Incurred Rate during FY 14-15 is 13.25% annually [GC 926.6(a)], or 0.000363 per day, times the number of days late	A.. Penalties Incurred Rate during FY 14-15 is 1.233% annually [GC 926.6(b)], or 0.0000338 per day, times the number of days late

**EMPLOYEE ACCESS UPGRADE AND ALARM SYSTEMS MONITORING IV
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		<i>Example: Under the new calculation, an invoice for \$10,000 that is 90 days late would incur a penalty of \$326.70, $(\\$10,000 \times 0.00363) \times 90$.</i>	<i>Example: Under the new calculation, an invoice for \$10,000 that is 90 days late would incur a penalty of \$30.420, $(\\$10,000 \times 0.000338) \times 90$.</i>
9	Is a separate penalty invoice required?	No; State agencies must automatically calculate and pay penalties as incurred [GC 927(b) & 927.6(a)]	No; State agencies must automatically calculate and pay penalties as incurred [GC 927(b) & 927.6(a)]
10	Is there a minimum penalty payment?	Yes; State agencies make no penalty payment if the amount of the penalty is \$10.00 or less [GC 927.6(a)]	Yes; State agencies make no penalty payment if the amount of the penalty is \$100.00 or less [GC 927.6(b)]
11	Can penalties be waived?	Yes; penalties are waived by the State agency or Controller if the amount of the penalty is \$10.00 or less [GC 927.6(a)]. Penalties may not be waived, altered or limited by the State agency or the contractor [GC 927.1(b)]	Yes; penalties are waived by the State agency or Controller if the amount of the penalty is \$100.00 or less [GC 927.6(b)]. Penalties may not be waived, altered, or limited by the State agency or the contractor [GC 927.1(b)] except for fire season emergency [GC 927.11(a)], and declaration of major disaster [GC 927.11(c)]
12	What if there is no Budget Act?	Penalties shall accrue to small businesses and nonprofit organizations until invoice are paid [GC 927.11(d)] No penalties shall accrue for nonprofit public benefit corporations [GC 927.11(b)]	Penalties shall accrue until the invoice is paid [GC 927.11(d)] No penalties shall accrue for refunds or other payment due to individuals [GC 927.13(d)]

EMPLOYEE ACCESS UPGRADE AND ALARM SYSTEMS MONITORING IV
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13	Are penalties applicable to Medi-Cal Claims?	Yes [GC 927.5], when such small businesses are located in California [GC 927.2(m)]	Special provisions apply [GC 927.5]
14	Are penalties applicable to advances?	The law makes no provisions for advances	The law makes no provisions for advances
15	Are penalties applicable to non-profit organizations?	Yes, if contract or grant <\$500,000 [GC 927.7]	No [GC 927(a)]
16	Are penalties applicable to local entities?	No, the law specifically refers to "contracts with a business" [GC 927.1] rather than with public entities as defined in GC 811.2	No, the law specifically refers to "contracts with a business" [GC 927.1] rather than with public entities as defined in GC 811.2
17	Are subcontractors entitled to late payment penalties?	No, State agencies shall encourage contractors to promptly pay their subcontractors [GC 927.10]	No, State agencies shall encourage contractors to promptly pay their subcontractors [GC 927.10]
18	Are there any exceptions?	No exceptions	1. 30-day payment extension in a declared fire season emergency [GC 927.11(a)]; 2. In major calamity, disaster or criminal act, penalty suspended (until reinstated) by Director of Finance [GC 927.11(c)]
19	Are any reports required?	Yes; an Annual Report separately identifying the total number and dollar amount of late payment penalties paid to small businesses. Submit to the Director of DGS 90 days after the end of the fiscal year [GC 927.9(a) & (b)]	Yes; an Annual Report separately identifying the total number of late penalties paid to other businesses and refunds or other payments to individuals. Submit to Director of DGS 90 days after the end of the fiscal year [GC 927.9(a) & (b)]

For additional information, visit Prompt Payment:

EMPLOYEE ACCESS UPGRADE AND ALARM SYSTEMS MONITORING IV
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- Use the [Directory of State Payment Offices](#) to locate the proper accounts payable telephone number and address of specific State offices.
- View [California Laws](#), including Government Code (GC) and Public Contract Code (PCC).
- Regarding Construction Contract Payments, please see [Public Contract Code Section 10261.5](#).
<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=pcc&group=10001-11000&file=10250-10265>
- California Certified Small Business contractors who have specific questions about invoice status: Please contact the Small Business Advocate for the awarding department. The Small Business/DVBE Advocates Directory is located at: [Small Business & DVBE Advocates Directory](#).

BONDS

Bonds as required in Section 11 of the General Terms and Conditions for Construction.

REQUIRED DOCUMENTS

The following documentation must be submitted for your bid to be considered responsive.

- Required Documents Checklist
- Attachment A, Proposal/Proposer Certification Sheet.
- Attachment B, Cost Sheet.
- Attachment C, Bidder References.
- Attachment D, Darfur Contracting Act.
- Attachment E, STD 204 – Payee Data Record.
- Attachment F, Contractor Certification Clause (CCC 04/2017).
- Attachment G, Bidder Declaration Form and Instructions.
- Attachment H, Small Business Preference Sheet.
- Attachment I, Certification of Workers Compensation Insurance
- Attachment J, Non-Collusion affidavit

PLEASE ATTACH WITH YOUR BID:

- Public Works Contractor Registration Certificate from Department of Industrial Relations.
- Copy of the required bonds.
- Copy of Business License, professional certifications or other credentials.
- Certification of Workers Compensation Insurance.
- If Corporation, proof that business is in good standing and qualified to conduct business in California.
- If a nonprofit organization, proof of nonprofit status.
- If claiming "Small Business Certification" please attach certification.

Attachment A

PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures.

An Unsigned Proposal/Proposer Certification Sheet

May Be Cause for Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Bidder's Name (Print)	11. Title	
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/>	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>	
If yes, enter certification number:	If yes, enter your service code:	
c. Non-Small Business Subcontractor Preference Yes <input type="checkbox"/> No <input type="checkbox"/>		
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes".		
Date application was submitted to OSDS , if an application is pending:		

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the
 Proposal/Proposer Certification Sheet by following the instructions below.

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

ATTACHMENT B

Cost Sheet

Contractors bidding this project shall be properly licensed in the State of California in the classification as designed in the Notice to Contractors and shall satisfy the State as to their license qualifications.

The undersigned has carefully checked all figures and understands that the State will not be responsible for any errors or omission on the part of the undersigned in making up this bid.

Having been completely familiar with all conditions affecting the cost of work at the place where the work is to be done, these specifications and other contract documents prepared and issued therefore, the Contractor hereby proposes and agrees to provide all services as outlined in the Invitation for Bid as follows:

Contractor Name:	
Address:	City/State/Zip:
Telephone:	Fax Number:
License No.:	License Expiration Date:
Federal I.D. # or SSN:	
Email Address:	
ID CARD ACCESS	Installation \$
Alarm Systems:	Monitoring \$
	Maintenance \$
	Total \$
Additive Cost Gates (4) in Parking area Card Reader Only \$	

STATEMENT OF COMPLIANCE

The prospective Contractor's signature and date hereon shall constitute a certification under the penalty of perjury under the laws of the State of California that the bidder has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103. By his/her signature hereof, the bidder certifies under penalty of perjury the accuracy of the representation made on the bid form with regard to the Contractor's license number, class and expiration date. A bid which does not contain the above information, or if the information is later proven false, shall be considered non-responsive and will be rejected.

Authorized Signature:
Title:
Date:

ARE YOU CLAIMING PREFERENCE AS A SMALL BUSINESS? YES NO
If YES, please attach a copy of your certification letter from the
Office of Small Business Certification and Resources

**THE OUTSIDE OF THE SEALED ENVELOPE CONTAINING
ALARM SYSTEMS INSTALLATION, MONITORING, INSPECTION AND MAINTENANCE
IFB #C7222AAU
DO NOT OPEN UNTIL
September 21, 2017 @2:00PM**

ATTACHMENT C

Bidder References

Submission of this attachment is optional. Failure to complete and return this attachment with your bid will not cause your bid to be rejected and deemed nonresponsive.

List below three (3) references for services performed within the last five years, which are similar to the scope of work to be performed in this contract.

REFERENCE 1

Name of Firm:

Street Address:

Contact Person:

Telephone Number:

Dates of Service:

Brief Description of Service Provided:

REFERENCE 2

Name of Firm:

Street Address:

Contact Person:

Telephone Number:

Dates of Service:

Brief Description of Service Provided:

REFERENCE 3

Name of Firm:

Street Address:

Contact Person:

Telephone Number:

Dates of Service:

Brief Description of Service Provided:

ATTACHMENT D

DARFUR CONTRACTING ACT

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Initialing (for Options 1 or 2)</i>	

1. _____ We do not currently have, and have not had within the previous
 Initials three years, business activities or other operations outside of the United States.

OR

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

OR

3. _____ We currently have, or we have had within the previous three years, business
 Initials activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

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

ATTACHMENT E

PAYEE DATA RECORD (STD 204)

This form must be obtained from the Office of State Publishing website stated below. The form should be downloaded and completed, signed and returned with your bid package.

[http://www.documents.dgs.ca.gov/BSC/CACHandbook2012/PayeeDataRecord.pdf%20\(SECURED\).pdf](http://www.documents.dgs.ca.gov/BSC/CACHandbook2012/PayeeDataRecord.pdf%20(SECURED).pdf)

If you do not have Internet capabilities, please contact the following person to obtain a form:

Jennifer Reed-Aguayo
Contract Management Section
California Conservation Corps
(916) 341-3132

ATTACHMENT F

CCC 04/2017

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

1) the dangers of drug abuse in the workplace;

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

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

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

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

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

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

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the 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.

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?
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

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

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

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

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

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

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ___ of ___" on the form.
If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ___ of ___" accordingly.

2. (continued) Column Labels

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

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

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

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

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

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

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

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

- Enter "N/A" if the subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

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

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

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

ATTACHMENT H

Small Business (SB) Preference Sheet

NOTICE TO ALL BIDDERS:

Small Business and Non-Small Business Subcontractor Preferences

a. Small businesses will be granted the five percent (5%) small business preference on a bid evaluation by an awarding department when a responsible non-small business has submitted the lowest-priced, responsive bid or a bid that has been ranked as the highest scored bid pursuant to a solicitation evaluation method described in Section 1896.8, and when the small business:

1. Has included in its bid a notification to the awarding department that it is a small business or that it has submitted to the Department a complete application pursuant to Section 1896.14 no later than 5:00 p.m. on the bid due date, and is subsequently certified by the Department as a small business; and
2. Has submitted a timely, responsive bid; and
3. Is determined to be a responsible bidder.

b. Non-small business bidders will be granted a five percent (5%) non-small business subcontractor preference on a bid evaluation by an awarding department when a responsible non-small business has submitted the lowest-priced responsive bid or a bid that has been ranked as the highest scored bid pursuant to a solicitation evaluation method described in Section 1896.8, and when the non-small business bidder:

1. Has included in its bid a notification to the awarding department that it commits to subcontract at least twenty-five percent (25%) of its net bid price with one or more small business(es); and
2. Has submitted a timely, responsive bid; and
3. Is determined to be a responsible bidder; and
4. Submits a list of the small business (es) it commits to subcontract with for a commercially useful function in the performance of the contract. The list of subcontractors shall include their name, address, phone number, a description of the work to be performed, and the dollar amount or percentage (as specified in the solicitation) per subcontractor.

Are you a California certified small business? YES NO

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

Company Name: _____

Signature: Date: _____

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

If you have applied and not yet been formally certified, include the date of application.

Date applied (if not yet certified):

ATTACHMENT I
CERTIFICATION OF
WORKERS' COMPENSATION INSURANCE

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

Please check one box:

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

CERTIFICATION

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

(COMPANY NAME)

(NAME OF OFFICIAL)

(DATE EXECUTED) (EXECUTED IN THE COUNTY OF)

(PROSPECTIVE CONTRACTOR'S SIGNATURE)

(PROSPECTIVE CONTRACTOR'S TITLE)

(PROSPECTIVE CONTRACTOR'S FEDERAL EMPLOYER I.D. NUMBER)

STANDARD AGREEMENT

STD 213 (Rev 09/01)

AGREEMENT NUMBER

SAMPLE

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

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this Agreement is: through

3. The maximum amount of this Agreement is: \$

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

Exhibit A – Scope of Work XX pages

Exhibit B – Budget Detail and Payment Provisions XX pages

Exhibit C* – General Terms and Conditions

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) XX pages

Exhibit - D* Special Terms and Conditions XX pages

Exhibit E – Additional Provisions XX pages

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 www.dgs.ca.gov/contracts

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

CONTRACTOR

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

BY (Authorized Signature)

DATE SIGNED (Do not type)

 PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED (Do not type)

 PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

California Department of General Services Use Only

Exempt per:

SCOPE OF WORK

1. Contractor agrees to provide to (agency name and acronym) (type of service) as described herein:

(Give brief overview of services to be provided.)

2. The services shall be performed at (location).

3. The services shall be provided during (time frame i.e., working hours, Monday through Friday, except holidays).

4. The project representatives during the term of this agreement will be:

State Agency:	Contractor:
Name:	Name:
Phone:	Phone:
Fax:	Fax:

SAMPLE

Direct all inquiries to:

State Agency	Contractor:
Section/Unit:	Section/Unit:
Attention:	Attention:
Address:	Address:
Phone:	Phone:
Fax:	Fax:

5. Detailed description of work to be performed and duties of all parties. Address the following issues as applicable:

- Specifications, requirements
- Personnel, staffing
- Coordination
- Results, deliverables
- Timelines, progress reports
- Evaluation, acceptance

**EXHIBIT B
(Standard Agreement)
SAMPLE**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

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

- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Name

BUDGET DETAIL AND PAYMENT PROVISIONS

2. **Invoicing and Payment**

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

- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Name

Office

Address

**EXHIBIT B
(Standard Agreement)**

SAMPLE

3. **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 C
(Standard Agreement)**

SAMPLE

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site <https://www.dgs.ca.gov/ols/Resources/StandardContractLanguage>

SAMPLE

SPECIAL TERMS AND CONDITIONS

List in Exhibit D those terms and conditions that your agency specifically requires to be included in all of your Standard Agreements. The sample language below is intended as a starting point for establishing your own required language. If your agency has no specific provisions to include in this exhibit, delete this exhibit.

1. **Excise Tax**

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

2. **Settlement of Disputes**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with (Agency Name, Director or Designee Title) within ten (10) days of discovery of the problem. Within ten (10) days, the (Agency Director or Designee) shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the (Agency Director or Designee) shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. **Evaluation of Contractor**

(A Contractor Evaluation clause is required in consultant agreements and is optional in other types of agreements.)

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

4. **Agency Liability**

(This is a contingent fee prohibition clause commonly placed in federally-funded contracts.)

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. **Potential Subcontractors**

(Applicable to agreements in which the Contractor subcontracts out a portion of the work.)

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