

## INVITATION FOR BID

### SCDDNB19

## NOTICE TO PROSPECTIVE BIDDERS

You are invited to review and respond to this Invitation for Bid (IFB). In submitting your bid, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet website at [www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language](http://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language). If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the State Council on Developmental Disabilities (SCDD), this IFB is complete and without need of explanation. However, questions regarding this IFB must be submitted in writing, via email to the Contract Analyst listed below by May 29, 2019. Answers to all questions will be posted on the State Council on Developmental Disabilities website [www.scdd.ca.gov](http://www.scdd.ca.gov) on May 31, 2019. A complete application, including all the required documentation must be received prior to 12:00 p.m. on June 10, 2019. Any bid received after 12:00 p.m. on June 10, 2019 will be returned to the applicant and will not proceed through the evaluation process. If you should need any clarifying information, the contact person for this IFB is:

State Council on Developmental Disabilities  
Kristie Allensworth, Contract Analyst  
3831 N. Freeway Boulevard, Suite 125  
Sacramento, CA 95834  
[kristie.allensworth@scdd.ca.gov](mailto:kristie.allensworth@scdd.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.

### **Description of Services**

This IFB is for janitorial services at SCDD's North Bay Office which has approximately 1,104 square feet and located in Vallejo, CA.

Contractor will perform the services as described herein:

1. Furnish all labor, equipment, tools, supplies and incidentals necessary to provide janitorial services. The services should be performed in a manner sufficient to maintain the interior in a clean and sanitary condition; eliminate all visible dust, dirt, litter, grime, stains, smears, and finger marks to the greatest practical degree possible.
2. Provide all supplies necessary to provide janitorial services at no additional cost to the State. These supplies include, but are not limited to the following: soaps, deodorizers, polish, wax, window cleaner, carpet cleaner, stain removers, brooms, dusters, vacuum cleaners and mops/mop buckets.
3. Be responsible for providing replenishable breakroom, suite, and private office supplies including, but not limited to: air and surface sanitizers, liquid soap, paper towels, and trash can liners. Desks and tables must only be dusted when and where possible; if they have papers on them the papers must be left alone. All replenishable products shall fit current dispensers. Quality/sturdiness of all paper products must meet with the SCDD Program Contract Manager's (PCM) approval.
4. A "Janitorial Service Checklist" will be posted near the breakroom. This list is to be checked off by the janitorial service crew each time service is provided. The crew will be responsible for initialing and dating the checklist to verify that each service was provided in a thorough and professional manner. SCDD will retain the signed list in the contractor file.

### **Cleaning Schedule:**

1. At commencement of contract, contractor shall choose a day for weekly cleaning, either Saturday or Sunday anytime, or Friday between the hours of 8:00 a.m. and 5:00 p.m.
2. State Holidays: for cleaning days that fall on a holiday and service is not provided, the service will either be rescheduled for the preceding or subsequent day or the service fee shall be deducted from the monthly invoice.

## **Weekly Service By Area**

### **Break Room**

1. Replenish all paper towel dispensers.
2. Replenish all soap dispensers.
3. Empty all waste receptacles and replace can liners.
4. Sweep kitchen/break room floors.
5. Mop and sanitize kitchen/break room floors.
6. Wash and wipe down baseboards.
7. A germicidal cleanser is to be used to clean, scrub and disinfect the sinks, faucets and countertops.
8. Wipe clean all visible markings and fingerprints from doors and door jams.
9. Disinfect door handles.
10. Spot clean walls and switch plates.
11. Maintain area well stocked with refillable paper and liquid products.

### **Suite**

1. Vacuum all carpeted areas and spot clean carpet.
2. Empty all waste receptacles and replace can.
3. Wipe clean all visible markings and fingerprints from doors and door jams.
4. Disinfect door handles.
5. Spot clean walls and switch plates.
6. Clean and disinfect all telephone instruments.

### **Private Office(s)**

1. Vacuum all carpeted areas and spot clean carpet.
2. Empty all waste receptacles and replace can liners.
3. Wipe clean all visible markings and fingerprints from doors and door jams.
4. Disinfect door handles.
5. Spot clean walls and switch plates.
6. Clean and disinfect all telephone instruments.

### **Monthly Service:**

1. Dust thoroughly all rails, ledges, window sills, picture frames, light fixtures, walls and ceilings throughout the building.
2. Wash and dry all window sills as necessary.
3. Clean, wash and dry interior and exterior window and glass door surfaces throughout the building.
4. Clean out ceiling vents throughout the office building.

**Bi-Annual Service:**

1. Indoor carpet is to be spot treated, shampooed and steam cleaned throughout the office building. Date(s) for carpet cleaning to be arranged with the contractor.

Contractor shall be available to respond to emergencies within 24 hours of notification.

Contractor must retrieve key to the office from janitorial staff that quit or are separated prior to termination.

Contractor must immediately notify SCDD personnel at the office in such situations.

**Invoicing:**

A monthly invoice including the janitorial service company name, mailing address, telephone number, FAX number and service period being billed (along with all required attachments) will be provided to the SCDD:

Lisa Hooks  
North Bay Reginal Office  
236 Georgia St., Suite 201  
Vallejo, CA 94590

The SCDD shall make payment, monthly in arrears, upon receipt of an approved invoice.

**Key Action Dates**

<u>Event</u>	<u>Date</u>
IFB available to prospective bidders	May 22, 2019
Emailed questions must be received by 1:00 PM	May 28, 2019
Final Date for Bid Submission	June 10, 2019
Bid Opening	June 10, 2019 at 12:00 p.m.
Notice of Intent to Award	June 17, 2019
Award Date	June 24, 2019
Contract Period*	July 1, 2019- June 30, 2020

The term of this Agreement is for twelve (12) months with the SCDD's option to renew for one (1) additional year under the same terms and conditions.

If this Contract is awarded, it will be to the lowest responsive and responsible bidder. The SCDD reserves the right to reject all bids.

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### **Submission Of Bid**

All bids must be submitted under sealed cover and sent to the State Council on Developmental Disabilities by US Postal Service Deliveries or Hand Delivered (i.e. UPS, Express Mail, or Federal Express) by dates and times shown in the Bid Requirements and Information listed above. The sealed cover must be plainly marked with the IFB number and title, must show your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

#### **IFB # SCDDNB19**

State Council on Developmental Disabilities  
Kristie Allensworth, Contract Analyst  
3831 N. Freeway Boulevard, Suite 125  
Sacramento, CA 95834

**\*\*\*\*\*DO NOT OPEN\*\*\*\*\***

### **Bid Requirements and Information:**

- a) Bids not submitted under sealed cover will be rejected.  
All bids shall include the documents identified in the Required Attachment Check List. Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- b) All compensation and other costs including, but not limited to, travel costs must be listed on the cost sheet.
- c) All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
- d) 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.
- e) A bid will 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 reject any or all bids and may waive an immaterial deviation in a bid. The State's waiver of an immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- f) 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.

- g) An individual who is authorized to bind the bidder contractually shall sign the Bid/Bidder Certification Sheet. The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- h) 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.
- i) A bidder may withdraw its bid by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause after bid submission deadline.
- j) The awarding agency, the SCDD, may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- k) The awarding agency reserves the right to reject all bids. The agency is not required to award an agreement.
- l) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.
- m) 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.
- n) The State does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- o) No oral understanding or agreement shall be binding on either party.

### **Evaluation and Selection**

- a) 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.
- b) The State will evaluate each bid to determine its responsiveness to the published requirements.
- c) 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.
- d) Award if made, will be to the lowest responsive responsible bidder based on all budget costs.

## **Award and Protest**

- a) 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 electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the agreement.
- b) 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 (5) working days prior to awarding the agreement.
- c) If any bidder, prior to the award of agreement, files a written protest with the Department of General Services, and the awarding agency on the grounds that the (protesting) bidder is the lowest responsive responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- d) Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the awarding agency a detailed written statement specifying the grounds for the protest.  
The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7<sup>th</sup> Floor, Suite 7-330, West Sacramento, California 95605. A copy of the detailed written statement should be mailed to the awarding agency. It is suggested that you submit any protest by certified or registered mail.
- e) Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at [www.dgs.ca.gov](http://www.dgs.ca.gov). No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- f) Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, page one (1) of the Contractor Certification Clauses (CCC), which can be found on the Internet at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. This document is only required if the bidder has not submitted this form to the awarding agency within the last three (3) years.

## **Disposition of Bids**

- a) Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California,



- b) 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.
- c) Bid packages may be returned only at the bidder's expense, unless such expense is waived by SCDD.

### **Agreement Execution and Performance**

- a) Service shall be available no later than (30) days, or on the express date set by the SCDD and the Contractor, after all approvals have been obtained and the agreement is fully executed.
- b) Should the Contractor fail to commence work at the agreed upon time, the SCDD, 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.
- c) All performance under the agreement shall be completed on or before the termination date of the agreement.
- d) The resulting contract will be of no force or effect until it is signed by both parties and approved by the Department of General Services, if required. The Contractor is hereby advised not to commence performance until all approvals have been obtained. Should performance commence before all approvals are obtained, said services may be considered to have been volunteered if all approvals cannot be obtained.

### **Termination**

The SCDD 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 SCDD finds that the Contractor's work is negligent, not satisfactory, or not in accordance with the Agreement requirements.

### **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 G. 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 Postconsumer-Content Certification Form (CalRecycle 74) is provided in Attachment G for this purpose.

Additional information regarding this program can be obtained at the following web site: <https://www.calrecycle.ca.gov/StateAgency/>.

### **Certified Small Businesses or Microbusinesses**

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: <http://www.pd.dgs.ca.gov/pd/resources.aspx>.

### **DVBE Incentive**

SCDD is committed to meeting and exceeding the 3 percent goal for Disabled Veteran Business Enterprise (DVBE) participation in State contracting activities, set forth in Military and Veterans Code 999. The DVBE Incentive Program applies to all contracting activities for services including public works, construction, services, leasing, materials testing, and other related contracts.

The DVBE incentive is applied during the evaluation process and is only applied to responsive bids from responsible bidders proposing DVBE participation. This incentive is for bid computation only.

To be eligible for the DVBE incentive, the business must: 1. Complete DVBE Incentive Request and Subcontractor Acknowledgement form (OBS 554) and submit with bid proposal. 2. Have a completed DVBE application on file with DGS, Office of Small Business and DVBE Services (OSDS) by 5:00 p.m. on the date bids are due.

For certification and preference approval process information, contact the DGS OSDS by telephone at (916) 375-4940 or access the DGS OSDS Internet website found in this link.

Specific information regarding the form (Rev. 9/2009), "California Disabled Veteran Business Enterprise (DVBE) Program Requirements," can be found at the following website: [www.pd.dgs.ca.gov/pd/home.aspx](http://www.pd.dgs.ca.gov/pd/home.aspx).

### **Contract and Subcontract Compliance Requirements**

The Contractor shall ensure its officers, agents and employees will fully cooperate with any/all investigations conducted by the Department of Food and Agriculture's Equal Employment Opportunity and Human Resources Offices and will require the same of any subcontractors or consultants used pursuant to this agreement.

### **Unfair Practices Act**

Contractor hereby certifies that he/she will comply with the requirements of Section 17200 of the Business and Professions Code.

### **Conflict Of Interest**

Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties.

### **License and Permit Requirements**

The Contractor shall be an individual or firm properly licensed to do business in California in accordance with the laws of the State of California, and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this agreement.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted.

If you are a Contractor outside the State of California, you will need to submit to the SCDD a copy of your business license or incorporation papers for your respective state showing that your company is in good standing in that state.

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

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

Licensed contractors must observe professional standards for quality work or the California Contractors State License Board will invoke disciplinary action.

Should the State of California determine that the work or materials provided vary materially from the specifications, or that defective work when completed was not performed in a workmanlike manner, then the Contractor warrants that he/she shall perform all necessary repairs, replacement and corrections needed to restore the property according to the agreement plans and specifications, all at no further or additional cost to the State of California.

### **Disputes**

Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time (ten business days) by the Contractor and SCDD Program Contract Manager normally responsible for the administration of this contract shall be brought to the attention of the Secretary of the SCDD or the designated representative and the Contractor for joint resolution.

### **Insurance Requirements**

Contractor shall comply with all requirements outlined in the (1) General Provisions section and (2) Contract Insurance Requirements outlined in this section. No payments will be made under this contract until contractor fully complies with all requirements.

### **General Provisions Applying to All Policies**

- a. Coverage Term – Coverage needs to be in force for the complete term of the contract.

If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original contract terms.

- b. Policy Cancellation or Termination & Notice of Non-Renewal –**  
Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to the State. New Certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees no work or services will be performed prior to obtaining such approval.  
In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event, subject to the provisions of this contract.
- c. Premiums, Assessments and Deductibles –** Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions 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 carriers must carry an AM Best rating of at least an "A- "with a financial category rating of no lower than VI. If the contractor is self-insured for a portion or all of its insurance, documentation of self-insurance must be submitted and approved by the Department of General Services, Office of Risk and Insurance Management.
- 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's obligation under the contract.
- h. Use of Subcontractors –** In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, the contractor

shall include all subcontractors as insured under Contractor's insurance or supply evidence of subcontractor's insurance to the State equal to policies, coverages and limits required of the Contractor.

## **Contract Insurance Requirements**

### **Prime Contractor Insurance Requirements**

Contractor shall display on an Acord certificate of insurance evidence of the following coverages:

#### **Commercial General Liability Insurance**

Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence 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 contract.

This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's liability.

The policy must be endorsed to name **The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under this contract.**

#### **Automobile Liability Insurance**

Contractor shall maintain automobile liability insurance for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non- owned motor vehicles. Should the scope of the contract involve transportation of hazardous materials, evidence of an MCS-90 or equivalent is required.

#### **Workers Compensation Insurance**

The Contractor shall have and maintain, for the term of this agreement, workers' compensation insurance and shall furnish to the State a certificate of insurance evidencing workers' compensation insurance and employer's liability presently in effect with limits not less than \$1,000,000 by an insurance carrier licensed to underwrite workers' compensation insurance in California. Such certificate shall include the name of the carrier, policy inception and expiration dates. If the Contractor is self-insured for workers' compensation, a certificate must be presented evidencing Contractor is a qualified self-insurer in the State of California.

By signing this agreement, the Contractor hereby warrants that it carries workers' compensation insurance on all of its employees who will be engaged in the performance of this agreement. If staff provided by the Contractor is defined as independent contractors, this clause does not apply.

### **Liability and Damages**

The Contractor shall be liable for any damages by the Contractor or his employees to portions of buildings, premises equipment, furniture, material, or other SCDD property.

Damage resulting from the services provided will be repaired or items will be replaced by the Contractor to the satisfaction of the SCDD at no expense to the SCDD. Any items lost or stolen while in the Contractor's custody will be replaced by the Contractor at no expense to the SCDD.

### **Security**

Contractor employees are not authorized to open, use, access, look, read, remove, or copy any documents or records. Contractor shall not use, access or disturb cabinets, files, desks, computers, photo-copiers, folders, papers, books, telephones, calculators, kitchen appliances or SCDD employee's personal property. Contractor employees are not authorized to use any State equipment for personal gain. Failure to adhere to this security policy may result in immediate termination of the contract.

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

### **Security Breach**

Any security breach by the Contractor or the Contractor's employees such as leaving the facility without fully securing all entrances or exits and arming the alarm system (if one exists), or allowing unauthorized access to the premises may result in immediate termination of the contract.

The Contractor will be notified by telephone by the SCDD Project Manager, immediately followed by written notification.

Building keys in the Contractor's possession at the termination of the contract shall be returned to the SCDD Project Manager within twenty-four (24) hours from the termination of this contract.

Contractor agrees that the costs for unreturned keys and consequential costs shall be deducted from any sums owed the Contractor against this or any other active contract with the SCDD. 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.

### **Qualifications**

The prospective contractor must have the experience, qualifications and resources to perform the work required by this agreement.

### **Subcontractors**

Contractor shall obtain prior approval from SCDD before hiring subcontractors, consultants or both. The total amount of all subcontracts shall not exceed \$50,000 or 25% of the total amount of the contract, whichever is less, unless the Contractor can provide certified documents that award was made through a competitive bidding process requiring at least three bids from responsible bidders.

All subcontractors identified shall be experts in their respective disciplines and capable of performing the tasks for which they were hired.

Subcontractors shall have extensive experience in their area of expertise, with particular emphasis on prior experience on similar programs or projects that clearly illustrate their expertise in areas essential to the SCDD.

The Contractor must use the Small business and/or Disabled Veterans Business Enterprise (DVBE) subcontractor(s) identified in the Small Business/DVBE Participation Summary submitted with the bid unless the Contractor requests substitution in writing to the SCDD prior to the subcontractor performing any work and the SCDD approves such substitution.

### **Potential subcontractors**

Nothing contained in this agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder.



The Contractor agrees to be 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 the subcontractor.

### **Right To Bar**

The SCDD reserves the right to bar any Contractor's or subcontractor's employee from the worksite.

### **Staff Expenses**

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this agreement. Such personnel shall not be employees of or have any contractual relationship with any government entity.

### **Confidentiality and Public Records**

Contractor and SCDD understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data.

Such information or data may be subject to disclosure under the California Public Records Act, commencing with Government Code, Section 6250, or Public Contract Code. The SCDD agrees not to disclose such information or data furnished by contractor and to maintain such information or data as confidential when so designated by contractor in writing at the time it is furnished to the SCDD, only to the extent that such information or data is exempt from disclosure under the California Public Records Act and the Public Contract Code.

### **Publicity And Acknowledgement**

The Contractor agrees that he/she will acknowledge SCDD's support whenever projects funded, in whole or in part, by this agreement are publicized in any news media, brochure, or other type of promotional material.

### **Forced, Convict, And Indentured Labor**

No foreign-made equipment, materials, or supplies furnished to the State pursuant to this contract may be produced in whole or in part by forced labor, convict labor, or indentured labor.

### **Force Majeure**

Except for defaults of any subcontractors, neither party shall be responsible for any delay in or failure of performance from acts beyond the control of the offending party.

Such acts shall include, but shall not be limited to, acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

### **American Disabilities Act**

By signing this contract, the contractor assures the State that it complies with the American Disabilities Act (ADA) of 1990 (42 USC § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

### **National Labor Relations Certification**

By signing the contract, the Contractor swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the contractor within the immediately preceding two (2-year period because of the Contractor's failure to comply with an order of a Federal court, which orders the Contractor to comply with an order of the National Labor Relations Board.

## **Special Bid Requirements – Government Code 19130 – 19134**

Government Code (GC) 19134 states the following:

“Personal Service Contracts” entered into by a state agency in accordance with GC Section 19130 (see Attachment 1) for persons providing janitorial and housekeeping services, custodians, food service workers, laundry workers, window cleaners, and security guard services shall include provisions for employee wages and benefits that are valued at least 85 percent of the state employer costs of wages and benefits provided to state employees for performing similar duties.”

Based on the above the following is applicable for this **JANITORIAL CONTRACT**:

### **1. Hourly Wage Requirement**

Based on the current wage requirement as identified in GC 19134 and by the Department of Personnel Administration (DPA), as of \*February 2019, the Contractor is required to pay an hourly wage of \$11.99.

Reference: DPA website at: <http://www.calhr.ca.gov/Pages/home.aspx> - go to “State HR Professionals” box at the top of the webpage, click on the “Personnel Policies” tab, then choose “Personal Services Contracts.” Go to the most recently updated link for the most current rates.

\*These rates are updated annually by the Department of Personnel Administration and therefore may change from year to year. The wage and benefit rate is published by the Department of Personnel Administration (DPA) by February 1<sup>st</sup> of every year and is effective until January 31<sup>st</sup> of the following year. If the rates should change during a contract period, contracts will be amended to reflect the rate change with an effective date retroactive to the date the rate changed.

### **2. Benefits Requirement**

Based on the benefit requirement as identified in GC 19134 (see Attachment 1), the Contractor is also required to provide benefits which include: health, dental, retirement, vision, \*holiday, sick and vacation pay.

Compliance with this benefit provision may be accomplished by either:

- a. providing a health benefit plan to employees
- b. cash payment in lieu of a plan
- c. or a combination of health benefit plan and cash payment

Refer to Attachment 2 for current Benefit Rate Amounts.

\*Holiday pay shall be provided to employees of contractors providing services on any state holiday that the state facility in which the services are being provided is closed.

### **3. General Provisions of GC 19134:**

- a. The GC applies to all contracts exceeding ninety (90) days.
- b. Failure to provide benefits or cash-in-lieu to employees as required under this section shall be deemed to be a material breach for any contract for personal services covered by this section.
- c. Failure to comply with the benefits requirement in any given contract billing cycle will result in payment suspension to the contractor until such compliance by the Contractor.
- d. Contracts and documents relating to the implementation of GC 19134 are subject to audit by the Department, the Department of General Services, and the Bureau of State Audits.
- e. These provisions also apply to employees of subcontractors providing services in state-leased facilities where the facility is at least 50,000 square feet in areas and the state leases all the occupied floor-space of the facility.

- f. There is no minimum number of hours during the week that must be worked in order to qualify for the benefits. However, the benefit rate only applies to a forty (40) hour work week and does not include overtime.

#### 4. Exemption

Administrative, supervisory, other support personnel and owner operated are not covered and therefore are exempt from this provision. If this is applicable, please complete Attachment 5.

#### 5. Reporting Requirements

The Contractor will be required to submit a monthly report that clearly documents the following information:

- a. The number of covered employees who received Employee Benefits and/or Cash Payments in the preceding month.
- b. The name of each Covered Employee who received Employee Benefits and/or Cash Payments in the preceding month.
- c. The number of hours each Covered Employee worked on the qualifying Contract in the preceding month.
- d. The amount paid to each Covered Employee for Employee Benefits and/or Cash Payments in the preceding month.
- e. The total monthly cost of Employee Benefits and/or Cash Payments in the preceding month, excluding any administrative cost.
- f. The number of employees working on a Qualifying Contract and the hourly wage paid to each in the preceding month.

The Contractor must use the appropriate **Cash Payment Summary Form (Attachment 3)** or **Benefit Summary Form (Attachment 4)**, which are included in this package, to satisfy the reporting requirement.

- The Contractor must use the **Cash Payment Summary Form**, if the contractor is satisfying the benefits requirement with a cash payment.
- The Contractor must use the **Benefits Summary Form**, if the contractor is satisfying the benefits requirement with a benefits plan. Before the contract can be executed, the employer choosing to offer Employee Benefits shall provide evidence of coverage to the contracting agency.
- If the Contractor is providing both cash and benefits then both forms would be required. For example, if the contractor is able to provide health benefits but not vision, then he would be completing the **Benefit Summary Form** to cover the health benefits and the **Cash Payment Form** to compensate for vision services.

The applicable form shall be attached to the monthly invoices and sent to the CDFA Program Contract Manager.

GOVERNMENT CODE - SECTION 19130-19134

**19130.** The purpose of this article is to establish standards for the use of personal services contracts.

(a) Personal services contracting is permissible to achieve cost savings when all the following conditions are met:

(1) The contracting agency clearly demonstrates that the proposed contract will result in actual overall cost savings to the state, provided that:

(A) In comparing costs, there shall be included the state's additional cost of providing the same service as proposed by a contractor. These additional costs shall include the salaries and benefits of additional staff that would be needed and the cost of additional space, equipment, and materials needed to perform the function.

(B) In comparing costs, there shall not be included the state's indirect overhead costs unless these costs can be attributed solely to the function in question and would not exist if that function was not performed in state service. Indirect overhead costs shall mean the pro rata share of existing administrative salaries and benefits, rent, equipment costs, utilities, and materials.

(C) In comparing costs, there shall be included in the cost of a contractor providing a service any continuing state costs that would be directly associated with the contracted function. These continuing state costs shall include, but not be limited to, those for inspection, supervision, and monitoring.

(2) Proposals to contract out work shall not be approved solely on the basis that savings will result from lower contractor pay rates or benefits. Proposals to contract out work shall be eligible for approval if the contractor's wages are at the industry's level and do not significantly undercut state pay rates.

(3) The contract does not cause the displacement of civil service employees. The term "displacement" includes layoff, demotion, involuntary transfer to a new class, involuntary transfer to a new location requiring a change of residence, and time base reductions. Displacement does not include changes in shifts or days off, nor does it include reassignment to other positions within the same class and general location.

(4) The contract does not adversely affect the state's affirmative action efforts.

(5) The savings shall be large enough to ensure that they will not be eliminated by private sector and state cost fluctuations that could normally be expected during the contracting period.

(6) The amount of savings clearly justify the size and duration of the contracting agreement.

(7) The contract is awarded through a publicized, competitive bidding process.

(8) The contract includes specific provisions pertaining to the qualifications of the staff that will perform the work under the contract, as well as assurance that the contractor's hiring practices meet applicable nondiscrimination, affirmative action standards.

(9) The potential for future economic risk to the state from potential contractor rate increases is minimal.

(10) The contract is with a firm. A "firm" means a corporation, partnership, nonprofit organization, or sole proprietorship.

(11) The potential economic advantage of contracting is not outweighed by the public's interest in having a particular function performed directly by state government.

(b) Personal services contracting also shall be permissible when any of the following conditions can be met:

(1) The functions contracted are exempted from civil service by Section 4 of Article VII of the California Constitution, which describes exempt appointments.

(2) The contract is for a new state function and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.

(3) The services contracted are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system.

(4) The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.

(5) The legislative, administrative, or legal goals and purposes cannot be accomplished through the utilization of persons selected pursuant to the regular civil service system. Contracts are permissible under this criterion to protect against a conflict of interest or to insure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.

(6) The nature of the work is such that the Government Code standards for emergency appointments apply. These contracts shall conform with Article 8 (commencing with Section 19888) of Chapter 2.5 of Part 2.6.

(7) State agencies need private counsel because a conflict of interest on the part of the Attorney General's office prevents it from representing the agency without compromising its position. These contracts shall require the written consent of the Attorney General, pursuant to Section 11040.

(8) The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the state in the location where the services are to be performed.

(9) The contractor will conduct training courses for which appropriately qualified civil service instructors are not available, provided that permanent instructor positions in academies or similar settings shall be filled through civil service appointment.

(10) The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under civil service would frustrate their very purpose.

(c) All persons who provide services to the state under conditions the board determines constitute an employment relationship shall, unless exempted from civil service by Section 4 of Article VII of the California Constitution, be retained under an appropriate civil service appointment.

**19131.** Any state agency proposing to execute a contract pursuant to subdivision (a) of Section 19130 shall notify the State Personnel Board of its intention. All organizations that represent state employees who perform the type of work to be contracted, and any person or organization which has filed with the board a request for notice, shall be contacted immediately by the State Personnel Board upon receipt of this notice so that they may be given a reasonable opportunity to comment on the proposed contract. Departments or agencies submitting proposed contracts shall retain and provide all data and other information relevant to the contracts and necessary for a specific application of the standards set forth in subdivision (a) of Section 19130. Any employee organization may request, within 10 days of notification, the State Personnel Board to review any contract proposed or executed pursuant to subdivision (a) of Section 19130. The review shall be conducted in accordance with subdivision (b) of Section 10337 of the Public Contract Code. Upon such a request, the State Personnel Board shall review the contract for compliance with the standards specified in subdivision (a) of Section 19130.

**19132.** The State Personnel Board, at the request of an employee organization that represents state employees, shall review the adequacy of any proposed or executed contract which is of a type enumerated in subdivision (b) of Section 19130. The review shall be conducted in accordance with subdivision (c) of Section 10337 of the Public Contract Code. However, a contract that was reviewed at the request of an employee organization when it was proposed need not be reviewed again after its execution.

**19133.** (a) Any state agency may enter into an agreement with any public or private institution of higher education in California, nonprofit campus foundation, or state higher education foundation to provide part-time employment to students attending a public or private institution of higher education that contracts with the state agency, or to students attending a public or private institution which is affiliated with a nonprofit campus foundation, or a state higher education foundation, that contracts with a state agency, in work related to the field of study of the student.

(b) Notwithstanding any other provision of law to the contrary, no student employed pursuant to this section shall do any of the following:

- (1) Accrue state civil service status.
- (2) Be employed for more than 194 days in the 365 days following the initial date of employment.
- (3) Cause the displacement of civil service employees. (c) "Displacement," for the purposes of this section, includes layoffs, demotions, involuntary transfers to a new class, involuntary transfers to a new location requiring a change of residence, and time-based reductions. "Displacement," for the purposes of this section, shall not include changes in shifts or days off nor shall it include reassignment to other positions within the same class and general location.

**19134.** (a) Personal services contracts entered into by a state agency in accordance with Section 19130 for persons providing janitorial and housekeeping services, custodians, food service workers, laundry workers, window cleaners, and security guard services shall include provisions for employee wages and

benefits that are valued at least 85 percent of the state employer cost of wages and benefits provided to state employees for performing similar duties.

(b) For purposes of this section, "benefits" includes "health, dental, retirement, and vision benefits, and holiday, sick, and vacation pay."

(c) (1) The Department of Personnel Administration shall establish annually the state employer wage and benefit costs for workers covered pursuant to this section.

(2) Benefit costs shall be established using rates based on single employee, employee plus one dependent, and employee plus two or more dependents, or the costs may be based on a blended rate, subject to the determination of the Department of Personnel Administration.

(d) In lieu of providing actual benefits, contractors may comply with this section by a cash payment to employees equal to the applicable determination under subdivision (c).

(e) Failure to provide benefits or cash-in-lieu to employees as required under this section shall be deemed to be a material breach for any contract for personal services covered by this section.

(f) The Department of General Services and the Department of Personnel Administration may adopt guidelines and regulations to implement the requirements of this section.

(g) This section applies to all contracts exceeding 90 days.

(h) Holiday pay shall be provided to employees of contractors providing services specified in subdivision (a) on any state holiday that the state facility in which the services are being provided is closed.

(i) This section also applies to wages and benefits of employees of subcontractors providing services specified in subdivision (a) in state-leased facilities where the facility is at least 50,000 square feet in area and the state leases all of the occupied floorspace of the facility.

(j) With the exception of subdivision (h), this section does not apply to personal services contracts for the services described in subdivision (a) performed by employees of nonprofit organizations that are employed in accordance with any of the following:

- (1) A special license issued pursuant to Section 1191.5 of the Labor Code.
- (2) A special certificate issued pursuant to Section 214 of Title 29 of the United States Code.
- (3) A community rehabilitation plan described in Sections 19152 and 19404 of the Welfare and Institutions Code.
- (4) A habilitation services program as described in Sections 19352 and 19356.6 of the Welfare and Institutions Code.



# 2019 Rates for Personal Services Contracts

Effective February 2, 2019 through February 1, 2020

Class Code & Class Title	Hourly Rate	BENEFITS				TOTAL RATES			
		\$3.09	\$6.11	\$7.96	\$5.47				
		\$3.28	\$6.34	\$8.20	\$5.98				
		Benefit s 1- party	Benefits 2-party	Benefits 3- party	Benefits Blended	Total Rates 1-party	Total Rates 2-party	Total Rates 3-party	Total Rates Blended
1984 LEAD SECURITY GUARD	\$12.49	\$8.37	\$11.39	\$13.24	\$10.75	\$20.86	\$23.88	\$25.73	\$23.24
1985 SECURITY GUARD	\$12.04	\$8.19	\$11.21	\$13.06	\$10.57	\$20.23	\$23.25	\$25.10	\$22.61
2000 CUSTODIAN SUPERVISOR III (CORRECTIONAL FACILITY)*	\$15.50	\$8.63	\$11.69	\$13.55	\$11.33	\$24.13	\$27.19	\$29.05	\$26.83
2001 CUSTODIAN SUPERVISOR III	\$15.50	\$9.85	\$12.91	\$14.77	\$12.55	\$25.35	\$28.41	\$30.27	\$28.05
2002 CUSTODIAN SUPERVISOR II	\$14.32	\$9.34	\$12.40	\$14.26	\$12.04	\$23.66	\$26.72	\$28.58	\$26.36
2003 LEAD CUSTODIAN	\$12.86	\$8.52	\$11.54	\$13.39	\$10.90	\$21.38	\$24.40	\$26.25	\$23.76
2004 CUSTODIAN SUPERVISOR II (CORRECTIONAL FACILITY)*	\$14.32	\$8.21	\$11.27	\$13.13	\$10.91	\$22.53	\$25.59	\$27.45	\$25.23
2005 LEAD CUSTODIAN (CORRECTIONAL FACILITY)*	\$12.86	\$7.51	\$10.53	\$12.38	\$9.89	\$20.37	\$23.39	\$25.24	\$22.75
2006 CUSTODIAN (CORRECTIONAL FACILITY)*	\$11.99	\$7.21	\$10.23	\$12.08	\$9.59	\$19.20	\$22.22	\$24.07	\$21.58
2011 CUSTODIAN	\$11.99	\$8.15	\$11.17	\$13.02	\$10.53	\$20.14	\$23.16	\$25.01	\$22.52
2016 SERVICE ASSISTANT (CUSTODIAN)	\$11.22	\$7.83	\$10.85	\$12.70	\$10.21	\$19.05	\$22.07	\$23.92	\$21.43
2037 WINDOW CLEANER	\$15.71	\$9.73	\$12.75	\$14.60	\$12.11	\$25.44	\$28.46	\$30.31	\$27.82
2039 SUPERVISING HOUSEKEEPER II	\$14.32	\$9.34	\$12.40	\$14.26	\$12.04	\$23.66	\$26.72	\$28.58	\$26.36
2040 SUPERVISING HOUSEKEEPER I	\$12.87	\$8.71	\$11.77	\$13.63	\$11.41	\$21.58	\$24.64	\$26.50	\$24.28
2043 HOUSEKEEPER	\$11.64	\$8.01	\$11.03	\$12.88	\$10.39	\$19.65	\$22.67	\$24.52	\$22.03
2116 LAUNDRY WORKER	\$12.74	\$8.48	\$11.50	\$13.35	\$10.86	\$21.22	\$24.24	\$26.09	\$23.60
2149 FOOD MANAGER	\$24.15	\$13.49	\$16.55	\$18.41	\$16.19	\$37.64	\$40.70	\$42.56	\$40.34
2169 DIETETIC TECHNICIAN	\$15.23	\$9.53	\$12.55	\$14.40	\$11.91	\$24.76	\$27.78	\$29.63	\$27.14
2184 COOK SPECIALIST II	\$16.34	\$9.99	\$13.01	\$14.86	\$12.37	\$26.33	\$29.35	\$31.20	\$28.71
2185 COOK SPECIALIST I	\$14.78	\$9.34	\$12.36	\$14.21	\$11.72	\$24.12	\$27.14	\$28.99	\$26.50
2186 COOK SPECIALIST II (CORRECTIONAL FACILITY)*	\$16.34	\$8.71	\$11.73	\$13.58	\$11.09	\$25.05	\$28.07	\$29.92	\$27.43
2187 COOK SPECIALIST I (CORRECTIONAL FACILITY)*	\$14.78	\$8.18	\$11.20	\$13.05	\$10.56	\$22.96	\$25.98	\$27.83	\$25.34
2198 FOOD SERVICE WORKER I (SAFETY)*	\$11.45	\$7.03	\$10.05	\$11.90	\$9.41	\$18.48	\$21.50	\$23.35	\$20.86
2199 FOOD SERVICE WORKER II/SF*	\$12.28	\$7.32	\$10.34	\$12.19	\$9.70	\$19.60	\$22.62	\$24.47	\$21.98
2256 FOOD SERVICE SUPERVISOR II	\$17.49	\$10.68	\$13.74	\$15.60	\$13.38	\$28.17	\$31.23	\$33.09	\$30.87
2258 FOOD SERVICE SUPERVISOR I	\$14.13	\$9.25	\$12.31	\$14.17	\$11.95	\$23.38	\$26.44	\$28.30	\$26.08
8097 SATELLITE WAGERING FACILITY	\$12.28	\$8.29	\$11.31	\$13.16	\$10.67	\$20.57	\$23.59	\$25.44	\$22.95
8099 SATELLITE WAGERING FACILITY JANITOR	\$11.87	\$8.11	\$11.13	\$12.98	\$10.49	\$19.98	\$23.00	\$24.85	\$22.36



8100 SATELLITE WAGERING FACILITY LEAD JANITOR	\$12.74	\$8.48	\$11.50	\$13.35	\$10.86	\$21.22	\$24.24	\$26.09	\$23.60
8105 SATELLITE WAGERING FACILITY LEAD SECURITY GUARD	\$12.74	\$8.48	\$11.50	\$13.35	\$10.86	\$21.22	\$24.24	\$26.09	\$23.60

#### Personal Services Contracts

Authority - Government Code 19134 requires the Department of Human Resources to set the minimum rates that departments must pay if they employ individuals through personal service contracts for the services listed in the chart.

These rates reflect the employee wages and benefits that are valued at least 85 percent of the state employer cost of wages and benefits provided to state employees for performing similar duties.

Benefits include health, dental, vision, holidays, sick leave, vacation, and retirement.

The holiday calculation is based on 11 holidays per Government Code section 19853.

The Employer Contribution Retirement Rate for State Miscellaneous members is 29.396% for FY 2018-19 (Source: CalPERS).

Updated: 1/31/2019

## EXEMPTION

### Government Code 19134 PROVISIONS

California Code of Regulations, Title 2, Division 2, Chapter 3, Subchapter 12, Section 1896.300 provides "For purposes of complying with Government Code Section 19134, the following definitions apply."

- a. A "Qualifying Contract" is: 1). A contract executed by a state agency with a provider of personal services, and 2). the contract is in force for 91 days or more. 3). The contract includes janitorial, housekeeping, custodian, food service, security guard, laundry or window cleaning.
- b. "Covered Employee" means a person who performs any of the services listed above, as more than an incidental part of their duties under a Qualifying Contract.

Covered Employee does **not** include either:

- a. A person who performs solely supervisory or administrative services under a Qualifying Contract, or
- b. An owner-operator.

If the person(s) performing work under the provisions of the contract **do not** meet the definition of "Covered Employee", please complete the following:

List each person & classification who would be performing work under this Contract	Total number of hours per month performing work	Meet "Covered Employee" definition YES or NO

**Note:** Contractors submitting false reports may be subject to damages and other penalties under the False Claims Act and other applicable laws.

**Audits:** Qualifying Contracts and documents relating to implementing Government Code 19134 may be audited by the contracting State agency, the Department of General Services, and the Bureau of State Audits.

**Breach:** Government Code 19134(e) states that failure to provide benefits or cash-in-lieu payments to employees constitutes a "material breach" for any contract for personal services covered by that section. A breach can result in immediate contract termination by the State of California.

State Council on Developmental Disabilities  
Employee Health Benefits Chart

**CASH PAYMENT SUMMARY**

Job Site Address \_\_\_\_\_

Contract Number \_\_\_\_\_ Service Month and Year \_\_\_\_\_

Form Completed by (printed name) \_\_\_\_\_

Form Completed by (signature) \_\_\_\_\_

Date Form Completed \_\_\_\_\_

Employee Name	Total Number of Hours Worked	Monthly Wages Less Benefit Rate	*Benefits (\$hourly rate) X total hours worked	Grand Total Paid to Employee
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
Total Wages and Benefits		\$	\$	\$

\* Reference Personal Services Contract Pay Rates Effective February 2, 2019 through February 1, 2020

Note: Contractors submitting false reports may be subject to damages and other penalties under the False Claims Act and other applicable laws.

Audits: Qualifying Contracts and documents relating to implementing Government Code 19134 may be audited by the contracting State agency, the Department of General Services, and the Bureau of State Audits.

Breach: Government Code 19134(e) states that failure to provide benefits or cash-in-lieu payments to employees constitutes a "material breach" for any contract for personal services covered by that section. A breach can result in immediate contract termination by the State of California.

\*Refer to Attachment 2 – Hourly Rate for selected Class Title.

## **REQUIRED DOCUMENTS**

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

- ☐ Attachment A, Cost Proposal Bid Sheet
- ☐ Attachment B, Contractor Status Form
- ☐ Attachment C, Disabled Veterans Business Enterprise Participation Requirements
- ☐ Attachment D, STD. 843 Disabled Veteran Business Enterprise Declarations and GSPD-05-105 Bidder Declaration
- ☐ Attachment E, Commercially Useful Function
- ☐ Attachment F, Recycling Content Certification
- ☐ Attachment G, Darfur Contracting Act
- ☐ Copy of Business License, professional certifications or other credentials
- ☐ 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
- ☐ Government Code 19134 Exemption, if applicable

All required Standard (Std.) forms may be obtained at the following Department of General Services website:

<http://www.dgs.ca.gov/dgs/ProgramsServices/Forms/FMC/Search.aspx>

**COST PROPOSAL****IFB  
NO.SCDDNB19**

Complete this form and submit in a sealed envelope in accordance with the requirements of this INVITATION FOR BID.

Bidder proposes that the services required in this IFB shall be provided to CDFA for the following cost:

	Rate Per Month		Cost Per Year
July 01, 2019 – June 30, 2020	\$ _____	x 12 months =	\$ _____
July 01, 2020 – June 30, 2021 (option to renew)	\$ _____	x 12 months =	\$ _____
		Start Up Fee	\$ _____
		<b>TOTAL COSTS</b>	\$ _____

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 Submitted By

---

 Company Name

---

 Company Address

---

 Telephone Number

---

 Authorized Official and Title

---

 By (Authorized Signature) Date

**CCC 04/2017**

**CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

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

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

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

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

- 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

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

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

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

6. **SWEATFREE CODE OF CONDUCT:**

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



**CONTRACTOR STATUS FORM**

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Contractor's Name \_\_\_\_\_ County \_\_\_\_\_  
Address \_\_\_\_\_ Phone No. \_\_\_\_\_  
\_\_\_\_\_ Fax No. \_\_\_\_\_  
Federal Employer Identification No. \_\_\_\_\_ Email \_\_\_\_\_

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**STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS:**

☐ Individual ☐ Limited Partnership ☐ General Partnership ☐ Corporation ☐ Other

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**INDIVIDUAL:**

If a sole proprietorship, state the true name of sole proprietor: \_\_\_\_\_

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**PARTNERSHIP:**

If a partnership, list each partner, including limited partners, stating their true name and their interest in the partnership:

\_\_\_\_\_  
\_\_\_\_\_

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**CORPORATION:**

If a corporation, place and date of Incorporation: \_\_\_\_\_

Date corporation was authorized by Secretary of State: \_\_\_\_\_

President: \_\_\_\_\_ Vice-President: \_\_\_\_\_

Secretary: \_\_\_\_\_ Treasurer: \_\_\_\_\_

Other Officers: \_\_\_\_\_

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**OTHER: (Explain)**

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**SMALL BUSINESS PREFERENCE**

Are you claiming preference as a small business?

☐ YES – Attach copy of certification letter  
☐ NO

Date you filed for small business preference: \_\_\_\_\_ Your small business ID No. \_\_\_\_\_

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**Federally Excluded Parties List (FEPL):** If the funding for this service contract has been identified in the description box of the solicitation as being part or fully funded by federal funds, you must provide your Data Universal Numbering System (DUNS) number. If your company is on the FEPL you may not be awarded the contract. If you do not have a DUNS number and would like to participate in this solicitation, please go to the following link for more information <http://fedgov.dnb.com/webform> or call 866-705-5711.

DUNS Number: \_\_\_\_\_

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**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)  
PROGRAM REQUIREMENTS – NOT FOR GOODS AND INFORMATION TECHNOLOGY**  
(Revision Date 9/03/09)

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**Please read the requirements and instructions carefully before you begin.**

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

**The minimum DVBE participation percentage (goal) is 3% for this solicitation unless another percentage is specified in the solicitation.** A DVBE incentive will be given to bidders who provide DVBE participation, unless stated elsewhere in the solicitation that the DVBE incentive has been waived.

**INTRODUCTION.** The bidder must complete the identified form to comply with this solicitation's DVBE program requirements. Bids or proposals (hereafter called “bids”) that **fail to submit the required form and fully document and meet the DVBE program requirement shall be considered non-responsive.**

Information submitted by the intended awardee to comply with this solicitation's DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

**Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called “DVBE”)** who perform a commercially useful function relevant to this solicitation, may be used to satisfy the DVBE program requirements. The criteria and definition for performing a commercially useful function are contained herein on the page entitled **Resources & Information**. Bidders are to verify each DVBE subcontractor's certification with OSDS to ensure DVBE eligibility.

**PLEASE READ ALL INSTRUCTIONS CAREFULLY.** These instructions contain information about the DVBE program requirements, bidder responsibilities, and the DVBE Bid Incentive. Bidders are responsible for thorough review and compliance with these instructions.

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To meet the DVBE program requirements, bidders must complete and fully document compliance with the following:

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Commitment to full DVBE participation – For a bidder who is a DVBE or who is able to meet the commitment to use identified certified DVBE(s) to fulfill the full DVBE participation goal.

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**COMMITMENT** -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 (bidder is a California certified DVBE) or A2 (bidder is not a California certified DVBE). Bidders must document DVBE participation commitment by completing and submitting the Bidder Declaration (GSPD-05-105) located elsewhere within the solicitation document. Failure to complete and submit the required form as instructed shall render the bid non-responsive.

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

**Method A1. Certified DVBE bidder:**

- a. Commit to performing at least 3% of the contract bid amount (unless otherwise specified) with the prime bidder's firm or in combination with another DVBE(s).
- b. Document DVBE participation on the Bidder Declaration GSPD-05-105.
- c. At the State's option a DVBE bidder working in combination with other DVBEs shall submit proof of its commitment by submitting a written confirmation from the DVBE(s) identified as a subcontractor on the Bidder Declaration. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

**Method A2. Non-DVBE bidder:**

- a. Commit to using certified DVBE(s) for at least 3% (unless otherwise specified) of the bid amount.
- b. Document DVBE participation on the Bidder Declaration GSPD-05-105.
- c. At the State's option prior to contract award, a bidder shall submit proof of its commitment by submitting a written confirmation from each DVBE identified as a subcontractor on the Bidder Declaration GSPD-05-105. The awarding department contracting official named in the solicitation may contact each listed DVBE, by mail, fax or telephone, for verification of the bidder's submitted DVBE information. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

**THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:**

**Awarding Department**

Contact the department's contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. You may also contact the department's SB/DVBE Advocate for assistance.

## Other State and Federal Agencies, and Local Organizations

- STATE:** Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at <https://caleprocure.ca.gov/pages/index.aspx> . To begin your search, click on "SB/DVBE Search." Search by "Keywords" or "United Nations Standard Products and Services Codes (UNSPSC)" that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: <https://caleprocure.ca.gov/pages/index.aspx> . For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: [OSDCHelp@dgs.ca.gov](mailto:OSDCHelp@dgs.ca.gov).
- FEDERAL:** Search the U.S. Small Business Administration's (SBA) Central Contractor Registration (CCR) on-line database at [www.ccr.gov/](http://www.ccr.gov/) to identify potential DVBEs and click on the "Dynamic Small Business Search" button. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the "help" button for detailed instructions. Remember to verify each firm's status as a California certified DVBE.
- LOCAL:** Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to [www.pd.dgs.ca.gov/pd/resources.aspx](http://www.pd.dgs.ca.gov/pd/resources.aspx) and select: [DVBE Local Contacts](#) (New 02/09) (pdf).

**DVBE BID INCENTIVE.** Unless stated elsewhere in the solicitation that the DVBE incentive has been waived, 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 as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State. The incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price.

Confirmed DVBE Participation of:	DVBE Incentive:	DVBE Incentive Points
5% or Over	5%	10 pts
4% to 4.99% inclusive	4%	8 pts
3% to 3.99% inclusive	3%	6 pts

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

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

A DVBE Business Utilization Plan (BUP) does not qualify a firm for a DVBE incentive. Bidders with a BUP, must submit a Bidders Declaration (GSPD-05-105) to confirm the DVBE participation for an element of work on this solicitation in order to claim a DVBE incentive(s).

## RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to:

<http://www.dgs.ca.gov/pd/Programs/OSDS/advocate.aspx>.

The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to <http://www.dgs.ca.gov/pd/Resources.aspx> and search FOR:

- [DVBE Trade Paper Listing](#) (New 02/09) (pdf)
- [DVBE Focus Paper Listing](#) (New 02/09) (pdf)

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### FOR:

**U.S. Small Business Administration (SBA) Service-Disabled Veteran-owned**

Use the Central Contractor Registration (CCR) on-line database. Business in California (Remember to Internet contact only – Database: [www.cc.gov/](http://www.cc.gov/) verify each DVBE's California certification).

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**Local Organizations:** Go to <http://www.dgs.ca.gov/pd/Resources.aspx> and select **FOR:**

DVBE Local Contacts (New 02/09) (pdf)

List of potential DVBE subcontractors

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### DGS-PD EProcurement FOR:

Website: <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx> • SB/DVBE Search

Phone: (916) 375-2000 • CSCR Ads

Email: [eprocure@dgs.ca.gov](mailto:eprocure@dgs.ca.gov)

- Click on Training tab to Access eProcurement Training Modules Including: Small Business (SB)/DVBE Search

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

707 Third Street, Room 1-400, West Sacramento, CA 95605 • Directory of California-Certified DVBE's

Website: <https://caleprocure.ca.gov/pages/index.aspx> • Certification Applications

OSDS Receptionist, 8 am – 5pm: (916) 375-4940 • Certification Information

PD Receptionist, 8 am – 5 pm: (916) 559-5529 • Certification Status, Concerns

Fax: (916) 375-4950 • General DVBE Program Information

Email: [osdchelp@dgs.ca.gov](mailto:osdchelp@dgs.ca.gov) • DVBE Business Utilization Plan

- Small Business/DVBE Advocates

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## Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

- 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 in order to obtain the appearance of disabled veteran business enterprise participation.

**DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS**

STD. 843 (Rev. 5/2006)

**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 DVBE's. 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 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 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 signature blocks for each person to sign):

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

**BIDDER DECLARATION**

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

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

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

c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes \_\_\_\_ No \_\_\_\_

(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes \_\_\_\_ No \_\_\_\_ N/A \_\_\_\_

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

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

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



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

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

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

**1.b.** Mark either “Yes” or “No” to identify whether subcontractors will be used for the contract. If the response is “No”, proceed to Item #1.c. If “Yes”, enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors. Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

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

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

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

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

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

**2.** If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete “Page \_\_\_\_ of \_\_\_\_” on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the “Page \_\_\_\_ of \_\_\_\_” accordingly.

**Column Labels**

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

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

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

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



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

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

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

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

Enter “N/A” if the:

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

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

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

Read the certification at the bottom of the page and complete the “Page \_\_ of \_\_” accordingly.

**COMMERCIALLY USEFUL FUNCTION (CUF)  
Instructions**

On January 1, 2004, Chapter 623, Statutes of 2003, became effective and requires all certified Small Businesses (SB), Microbusinesses (MB) and/or Disabled Veteran Business Enterprises (DVBE) to perform a commercially useful function (CUF) in any contract with the State.

A business performing a CUF is one that does all five (5) of the following functions:

1. Is responsible for the execution of a distinct element of the work of the contract.
2. Carries out its obligation by actually performing, managing or supervising the work involved.
3. Performs work that is normal for its business, services and function.
4. 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.
5. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A certified SB, MB and/or DVBE contractor, subcontractor or supplier will not be considered to perform a CUF if the contractor's, subcontractors' or suppliers' role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of certified SB, MB or DVBE participation, and will result in elimination of consideration for award.

If, as the prime contractor, you declare your business is a certified SB, MB and/or DVBE, please fill out the enclosed Commercially Useful Function (CUF) Statement.

The information your business provides will be critical in determining whether or not your business will be considered for award. Please return the completed forms with your bid/proposal package. Failure to provide the information required, will result in the decision that your business is non-responsive in complying with the submission of proposal documents outlined in the solicitation.

## Commercially Useful Function (CUF) Statement

**Solicitation/Contract Number:** \_\_\_\_\_

All certified Small Businesses (SB), Micro Businesses (MB), Disabled Veteran Business Enterprises (DVBE), subcontractors or suppliers must meet the CUF requirements under Government Code Section 14837(d)(4) and/or Military and Veterans Code Section 999(b)(5)(B).

### Prime Contractor Information

1. Prime Contractor Name: \_\_\_\_\_

2. Provide current certification(s) and number(s); and answer the following questions:

SB # \_\_\_\_\_ MB # \_\_\_\_\_ DVBE # \_\_\_\_\_ None \_\_\_\_\_

1	Will your business be responsible for the execution of a <b>distinct element</b> of the resulting State contract?	Yes/No
2	Will your business carry out the obligation by actually performing, managing or supervising the work involved?	Yes/No
3	Will your business perform work that is normal for your business, services and function?	Yes/No
4	Will your business be 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.	Yes/No
5	Explain how your business will not further subcontract a portion of the work that is greater than that expected to be subcontracted by normal industry practices:	

3. Indicate the **distinct element** of work your company will perform.

<b>Work to be Performed and Materials to be Provided</b> <b>(Please be specific, especially if managing or supervising work)</b>

**A. Subcontractor Information:** Will subcontractor(s) be used for this contract? Yes: \_\_\_\_\_ No: \_\_\_\_\_

If YES, please identify all subcontractors on the Bidder Declaration, Form GSPD-05-105 (Rev 08/09).

I, the official named below, **CERTIFY UNDER PENALTY OF PERJURY** that I am duly authorized to legally bind the prospective Contractor to the CUF statement above. This certification is made under the laws of the State of California.

\_\_\_\_\_  
(Authorized Signature) Date

\_\_\_\_\_  
(Printed Name and Title)

STATE OF CALIFORNIA  
 Department of Resources Recycling and Recovery  
 (CalRecycle)  
 CalRecycle 74 (Revised 01/10 for State Agencies)

## Postconsumer-Content Certification

To be completed by the State agency	
State Agency:	
Purchasing Agent:	PO #:
Phone:	E-mail:

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

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

### Contractor/Company

Name \_\_\_\_\_  
 Address \_\_\_\_\_ Phone \_\_\_\_\_

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

Public Contract Code sections 12205 (a) (1), (2), (3) and (b) (1), (2), and (3)

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

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**FOOTNOTES:**
**Attachment G**

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

C o d e	Product Categories	Product Examples	Minimum Postconsumer Content Requirement
	<i>Examples are inclusive but are not limited to the individual product.</i>		
1	Paper Products	Paper janitorial supplies, cartons, wrapping, packaging, file folders, and hanging files, building insulation and panels, corrugated boxes, tissue, and toweling.	30 percent by fiber weight postconsumer fiber.
2	Printing and Writing Papers	Copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications.	30 percent by fiber weight postconsumer fiber.
3	Mulch, Compost, and Co-compost Products	Soil amendments, erosion controls, soil toppings, ground covers, weed suppressants, and organic materials used for water conservation; yard trimmings and wood byproducts that are separated from the municipal solid waste stream or other source of organic materials such as biosolids or other comparable substitutes such as livestock, horse, or other animal manure, food residues or fish processing byproducts; mechanical breakdown of materials.	80 percent recovered material that would otherwise be normally disposed of in a landfill.
4	Glass Products	Windows, test tubes, beakers, laboratory or hospital supplies, fiberglass (insulation), reflective beads, tiles, construction blocks, desktop accessories, flat glass sheets, loose-grain abrasives, deburring media, liquid filter media and containers.	10 percent postconsumer, by weight.
5	Lubricating Oils	Intended for use in a crankcase, transmission, engine, power steering, gearbox, differential chainsaw, transformer dielectric, fluid, cutting, hydraulic, industrial, or automobile, bus, truck, vessel, plane, train, heavy equipment, or machinery powered by an internal combustion engine.	70 percent re-refined base oil.
6 a	Plastic Products	Printer or duplication cartridges, diskette, carpet, office products, plastic lumber, buckets, wastebaskets, containers, benches, tables, fencing, clothing, mats, packaging, signs, posts, binders, sheet, buckets, building products, garden hose, and trays.	10 percent postconsumer, by weight.
6 b	Printer or Duplication Cartridges		<ol style="list-style-type: none"> <li>a. Have 10 percent postconsumer material, or</li> <li>b. Are purchased as remanufactured, or</li> <li>c. Are backed by a vendor-offered program that will take back the printer cartridge after their useful life and ensure that the cartridge is recycled and comply with the definition of recycled as set forth in section Public Contract Code 12156.</li> </ol>
7	Paint	Water-based paint, graffiti abatement, interior and exterior, and maintenance.	50 percent postconsumer paint (exceptions when 50 percent postconsumer content is not available or is restricted by a local air quality management district, then 10 percent postconsumer content may be substituted).
8	Antifreeze	Recycled antifreeze, and antifreeze containing a bittering agent or made from polypropylene or other similar non-toxic substance.	70 percent postconsumer material.
9	Tires	Truck and bus tires, and those used on fleet vehicles and passenger cars.	Retreaded: Must use an existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
1 0	Tire- Derived Products	Flooring, mats, wheelchair ramps, playground cover, parking bumpers, bullet traps, hoses, bumpers, truck bedliners, pads, walkways, tree ties, road surfacing, wheel chocks, rollers, traffic control products, mudflaps, and posts.	50 percent recycled used tires.
1 1	Metal	Staplers, paper clips, steel furniture, desks, pedestals, scissors, jacks, rebar, pipe, plumbing fixtures, chairs, ladders, file cabinets, shelving, containers, lockers, sheet metal, girders, building and construction products, bridges, braces, nails, and screws.	10 percent postconsumer material, by weight.
For additional information, please visit <a href="http://www.calrecycle.ca.gov/BuyRecycled/StateAgency/">www.calrecycle.ca.gov/BuyRecycled/StateAgency/</a>			

**DARFUR CONTRACTING ACT CERTIFICATION**

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

**OPTION #1 - CERTIFICATION**

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

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

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

**OPTION #2 – WRITTEN PERMISSION FROM DGS**

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

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

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