

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. 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 June 28, 2019. Answers to all questions will be posted on the State Council on Developmental Disabilities website www.scdd.ca.gov on July 2, 2019. A complete application, including all the required documentation must be received prior to 12:00 p.m. on July 9, 2019. Any bid received after 12:00 p.m. on July 9, 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

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	June 24, 2019
Emailed questions must be received by 1:00 PM	June 28, 2019
Final Date for Bid Submission	July 9, 2019
Bid Opening	July 9, 2019 at 12:00 p.m.
Notice of Intent to Award	July 11, 2019
Award Date	July 18, 2019
Contract Period*	July 22, 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.

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, 7th 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. 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.

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.