

Solicitation CMF.09020, Rebid 1

Reverse Osmosis and Water Softener System Maintenance/Inspection and Repair

State of California

Bid CMF.09020, Rebid 1
Reverse Osmosis and Water Softener System
Maintenance/Inspection and Repair

Bid Number CMF.09020, Rebid 1
Bid Title Reverse Osmosis and Water Softener System Maintenance/Inspection and Repair

Bid Start Date Aug 20, 2009 3:05:15 PM PDT
Bid End Date Sep 9, 2009 2:00:00 PM PDT
Question & Answer
End Date Sep 7, 2009 9:00:00 AM PDT

Bid Contact Rosemary Peters
 916-229-5041
 Rosemary.Peters@cdcr.ca.gov

Standard Disclaimer The State of California advises that prospective bidders periodically check the websites, including but not limited to Bidsync, and/or other state department links for modifications to bid documents. The State of California is not responsible for a prospective bidder's misunderstanding of the bid solicitation or nonresponsive bid due to failure to check these websites for updates or amendments to bid documents, and/or other information regarding the bid solicitations. Failure to periodically check these websites will be at the bidder's sole risk.

 The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.

Description

The Contractor shall furnish all labor, including travel and per diem, materials, nonconsumable supplies, transportation, equipment, and every other item of expense necessary to provide maintenance/inspection and repair services for the Reverse Osmosis and Water Softener System for the California Department of Corrections and Rehabilitation, California Medical Facility, located at 1600 California Drive, Vacaville, CA 95696.

STATE OF CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION INVITATION FOR BID

AGREEMENT NO. CMF.09020 Rebid #1

Date: August 24, 2009

The California Department of Corrections and Rehabilitation (CDCR), California Medical Facility (CMF), hereafter referred to as the State, is inviting responses to this Invitation For Bid (IFB) entitled **Reverse Osmosis and Water Softener System Maintenance/Inspection and Repair Services**.

In accordance with the California Government Code and Americans with Disabilities Act, this IFB is available in a text-only format on a compact disc as a disability-related reasonable accommodation.

To discuss how to receive a copy of this IFB in the specified format or to request a different format, please contact the person identified below.

This IFB package contains the following documents (except as otherwise indicated). Please note that you must comply with the requirements contained in **all** of these documents.

- Notice to Prospective Bidders
- Bid Submittal Checklist
- Sample Standard Agreement (STD 213)
- Scope of Work (Exhibit A)
- Budget Detail and Payment Provisions (Exhibit B)
- Bid Proposal (Exhibit B-1)
- Public Works Rate Sheet (Exhibit B-2)
- General Terms and Conditions for Private Contractors (Exhibit C)
This document is incorporated in this bid package by reference only and is available on the Internet at <http://www.ols.dgs.ca.gov/standard+language>. If you do not have Internet access, you may request a hard copy of Exhibit C by contacting the contract analyst listed below.

- Special Terms and Conditions (Exhibit D)
- Public Works Additional Certification Clauses (Exhibit E)
- Noncollusion Affidavit (Exhibit F)
- Standard Contractor Certification Clauses (CCC 307)
This document is incorporated in this bid package by reference only and is available on the Internet at <http://www.ols.dgs.ca.gov/standard+language>. If you do not have Internet access, you may request a hard copy of the CCC by contacting the contract analyst listed below.
- Payee Data Record (STD 204)
- Subcontractor/Consultant List (OBS 4002)
- Non-Small Business Subcontractor Preference Request (OBS 550)
- Small Business Subcontractor/Supplier Acknowledgement (OBS 551)
- Sample Certificate of Insurance
- DVBE Participation in Exempt Contracts (CDCR 1786)

NOTE: If your bid exceeds \$15,000, failure to submit the completed DVBE worksheets with your bid proposal will result in automatic rejection of your bid.

It is the opinion of the State that this IFB is complete and without need of explanation. However, if any documents are missing, or if you have any questions regarding this IFB, immediately contact the person identified below.

**ROSEMARY PETERS
(916) 255-6163**

**THE STATE OF CALIFORNIA
Department of Corrections and Rehabilitation**

NOTICE TO PROSPECTIVE BIDDERS

**REVERSE OSMOSIS AND WATER SOFTENER SYSTEM MAINTENANCE/
INSPECTION AND REPAIR SERVICES**

Agreement No. CMF.09020

I. PROJECTED TIMETABLE

The following dates are set forth for informational and planning purposes only and are subject to change.

IFB Available to Prospective Bidders	August 24, 2009
Submission of Bid/Public Bid Opening	2:00 p.m., September 9, 2009
Anticipated Date for Commencement of Services	October 1, 2009 or Upon Approval
Termination of Agreement	September 30, 2011

II. FUNDING

The State estimates that the total amount of this Agreement shall not exceed \$50,130.00.

III. BIDDER QUALIFICATIONS AND LICENSING REQUIREMENTS

Bidder qualifications and licensing requirements (if any) are specified in Exhibit A. Unless otherwise stated, the bidder shall meet all qualifications and licensing requirements at the time of the bid opening.

IV. BIDDER RESPONSIBILITIES & THE BID PACKAGE

Bidders are solely responsible for understanding the scope of work and all requirements, terms, conditions, evaluation criteria, etc., before submitting a bid. If the language is unclear or ambiguous, it is the bidder's responsibility to request clarification or assistance before submitting a bid. Please note that no verbal information will be binding upon the State unless the State issues such information in writing as an official addendum. If the IFB is modified prior to the final bid submission date, the State will issue an addendum to all bidders that received a bid package.

All required documents listed in the Bid Submittal Checklist must be included within the sealed bid package. No bid will be considered unless it is made on the CDCR Bid Proposal (Exhibit B-1) and Rate Sheet (Exhibit B-2) or facsimile and is in conformance with the submission requirements of this IFB. Additionally, an original, signed copy of all pages of the Contractor Certification Clause (CCC) must be submitted to CDCR with the completed bid package. The State reserves the right to request clarification of any documents included with this bid.

The bid must be for the entire activity described herein. 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. Additionally, bids may be rejected if the bid proposal shows any alterations of form, additions not called for, a conditioned or incomplete bid, or erasures and/or irregularities of any kind. Any bid amounts changed after the amounts are originally inserted **MUST** be initialed in ink by the bidder.

Failure to submit required documentation may result in the rejection of your bid.

V. **BID SUBMITTAL**

Sealed bids must be received no later than the time and date specified in the Projected Timetable (Section I of these instructions) at the designated address stated below.

MAIL DELIVERY,
HAND DELIVERY, or
OVERNIGHT MAIL: California Department of Corrections and Rehabilitation
Office of Business Services, Contracts Management Branch
Attention: Rosemary Peters
1000 Goethe Road, Suite C-1
Sacramento, California 95826-2618

Any bid received at the above address after the Submission of Bid date and time specified in the Projected Timetable, Section I, will **NOT** be considered. It is the State's policy to make every effort to ensure that all bids have been received and properly time stamped; however, bidders are ultimately responsible for ensuring timely receipt of their bid. Bidders may verify receipt of their bid by contacting the person identified in the cover letter of this IFB prior to the Public Bid Opening.

Bids that are not properly marked may be disregarded. All completed bids and required documents shall be packaged and submitted in a sealed envelope to the address specified in the section entitled "Bid Submission Requirements". The sealed envelope must be clearly marked "**BID FOR REVERSE OSMOSIS AND WATER SOFTENER SYSTEM MAINTENANCE/INSPECTION AND REPAIR SERVICES - AGREEMENT NO. CMF.09020 - ATTENTION: ROSEMARY PETERS - DO NOT OPEN.**" Failure to do so may result in the premature opening of, or failure to open, your bid.

In submitting a bid, the bidder accepts the terms and conditions expressed herein. Costs incurred for developing bids and in anticipation of award of the Agreement are the responsibility of the bidder and shall not be charged to the State.

A bidder may modify a bid after its submission by withdrawing the 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.

A bid may be withdrawn from consideration by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. Once opened by the State, the submitted bid is binding and may not be withdrawn without cause.

All documents submitted in response to this IFB will become the property of the State 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.

VI. PUBLIC BID OPENING

If you are planning to attend the public bid opening, you must notify the contact person listed in the cover letter of this IFB two (2) working days before the bid opening date specified in Section I – Projected Timetable. If you and/or your representative require reasonable accommodation to participate in the Public Bid Opening, you must contact the contract analyst identified in this package and identify what reasonable accommodation(s) is required for you to participate.

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

VII. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM

This IFB is exempt from the DVBE requirement. However, the State is committed to achieving legislatively established goals for the participation of DVBEs in all state contracting and seeks to use certified DVBE business whenever possible. Therefore, the State requests your voluntary participation in reporting any certified DVBEs, including yourself, that will be used in the performance of this Agreement.

A CDCR 1786 (DVBE Participation in Exempt Contracts) is enclosed to assist you in reporting certified DVBE participation levels.

VIII. NONRESPONSIBLE BIDDER

Any contractor who has been terminated from an Agreement by the State within the last two (2) fiscal years due to poor performance may be rejected on the basis of nonresponsibility.

IX. BASIS FOR AWARD

The award of an Agreement, if it is to be awarded, will be made to the lowest responsible bidder whose bid complies with all requirements prescribed herein. In the event a bidder submits more than one (1) bid for the same institution/service under this bid process, the State shall select the lowest bid and reject all other bids from this bidder.

In the event of tie bids, except as provided in Government Code §14838(f), CDCR reserves the right to determine the bidder entitled to the contract award based on the percent of discount specified in Exhibit B-2, if applicable. If not applicable or if there is a discount tie, a coin toss or lot drawing will be used to determine the bidder entitled to the contract award. The coin toss or lot drawing will be officially witnessed and all affected bidders will be advised of the tiebreaker method and invited to attend.

The State is not required to award an Agreement and reserves the right to reject any and all bids and to waive any immaterial deviations in the 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.

X. GENERAL PREVAILING RATE OF WAGES

In accordance with the provisions of Section 1774 of the California Labor Code, the Contractor and any subcontractors shall conform to the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations. Copies of the wage rate determinations or any amendments thereto issued by the Director of the Department of Industrial Relations are on file with CDCR.

XI. AGREEMENT EXECUTION

The Agreement will be executed only upon the State's acceptance of the Contractor's certificates of insurance, bonds, licenses, and permits, when such items are required. Should the contractor fail to commence work at the agreed-upon date and time, the State, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement.

The successful bidder shall enter into an Agreement with the State, which will be prepared on a State of California Standard Agreement (STD 213 form, sample attached) and shall include from this IFB Exhibits A, A-1, B, B-1, B-2, D, E and F.

The Agreement will not include a hard copy of the Contractor Certification Clauses (CCC). This document is incorporated by reference. An original, signed copy of all pages of the CCC must be submitted to CDCR with the completed bid package. Failure to submit a signed CCC will delay approval of this Agreement.

After award, four (4) original Standard Agreements will be forwarded to the Contractor for signature. Upon receipt, the Contractor must sign each Agreement with an original signature and return all Agreements with any required documentation in accordance with the time frame specified in the transmittal letter. In the event the State has not received the signed Agreements and the required documentation within the specified time frame, the award may be rescinded and awarded to the next lowest responsible bidder.

This Agreement is not valid unless and until approved by the Department of General Services, or, under its authority CDCR. The State has no legal obligation unless and until the Agreement is approved. Any work commenced by the Contractor prior to approval may be considered voluntary and the contractor may have to pursue claim for payment by filing with the California Victim Compensation and Government Claims Board. When the Agreement is fully approved, a copy will be forwarded to you.

Enclosures

**BID SUBMITTAL CHECKLIST****REVERSE OSMOSIS AND WATER SOFTENING SYSTEM EQUIPMENT
MAINTENANCE/INSPECTION AND REPAIR****IFB Agreement Number CMF.09020, Rebid #1**

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

Complete this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to the State. Failure to submit the listed documents may be cause for rejection of your bid. This checklist should be returned with your bid package.

- _____ Bid Proposal (Exhibit B-1)
- _____ Rate Sheet (Exhibit B-2)
- _____ Payee Data Record (STD 204)
- _____ Subcontractor/Consultant List
- _____ Copy of valid California city or county business license (if applicable) or, if a corporation located within the State of California, incorporation documents or letter from the Secretary of State or, if not a California business, an affidavit that business is in good standing with the state, province, or country in which business is headquartered
- _____ Copy of factory training or letters of reference for each service technician providing services under this agreement
- _____ Copy of Contractor Certification Clauses (CCC)
The CCC can be found on the Internet at <http://www.ols.dgs.ca.gov/standard+language>. The first page must be signed and submitted prior to the award of the contract, but is not required if the bidder has submitted this form to the awarding agency within the last three (3) years.
- _____ One original CDCR 1786 DVBE Participation in Exempt Contracts

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

DEPARTMENT OF CORRECTIONS AND REHABILITATION

CONTRACTOR'S NAME

(CONTRACTOR'S NAME)

License #

The term of this Agreement is: _____ through _____

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

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

- Exhibit A – Scope page(s)
 - Exhibit B – Budget Detail and Payment Provisions of Work page(s)
 - Exhibit B-1 – CDC Bid Proposal page(s)
 - Exhibit B-2 – Rate Sheet page(s)
 - Exhibit C* – General Terms and Conditions GTC 307
- Check mark one item below as Exhibit D:
- Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) page(s)
 - Exhibit - D* Special Terms and Conditions
- Exhibit E – Public Works Additional Certification Clauses page(s)
 - Exhibit F – Noncollusion Affidavit page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR

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

BY (Authorized Signature)

[Signature]

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**BIDDER
SIGN HERE**

STATE OF CALIFORNIA

AGENCY NAME

DEPARTMENT OF CORRECTIONS AND REHABILITATION

BY (Authorized Signature)

[Signature]

PRINTED NAME AND TITLE OF PERSON SIGNING

DEBRA JONES, Chief, Institution Service Contracts Section

ADDRESS

P.O. Box 942883, Sacramento, CA 94283-0001

California Department of General Services Use Only

Exempt per:

REVERSE OSMOSIS AND WATER SOFTENER SYSTEM MAINTENANCE/INSPECTION AND REPAIR SERVICES

The Contractor shall furnish all labor, including travel and per diem, materials, nonconsumable supplies, transportation, equipment, and every other item of expense necessary to provide maintenance/inspection and repair services for the Reverse Osmosis and Water Softener System for the California Department of Corrections and Rehabilitation, California Medical Facility, located at 1600 California Drive, Vacaville, CA 95696.

1. EQUIPMENT LIST

Service shall be applicable for the following equipment:

Equipment Description	Qty	Manufacturer	Model #	Serial #	Age (Approx.)	Equipment Location
Water Softener *	1	US Filter	KF	9487611K	1 yr.	Dialysis Unit, B-3
Reverse Osmosis System (Carbon Tank)	1	Zyzatech	Zyzaview Model Z-8000	7267		Dialysis Unit, B-3

*The water softener is repair only.

The State reserves the right to add equipment similar to the equipment listed and/or to delete equipment that has become obsolete. Additional equipment will be serviced at the unit rates specified herein. Contractor will be notified in writing by amendment from the Contract Liaison or authorized designee when equipment is added and/or removed.

The institution Contract Liaison or authorized designee shall be solely responsible for determining acceptability of machine quality, operability, and satisfactory completion of any services provided by Contractor.

2. PREVENTATIVE MAINTENANCE (Reverse Osmosis Unit Only)

- ✓ Exchange empty for full two (2) carbon tanks on the Reverse Osmosis unit once per quarter, or upon request from CMF
- ✓ Replace filters once a month
- ✓ Replace pre-filters once per month
- ✓ Ensure flow meters and pressure gauges are within manufacturers tolerance
- ✓ Check membrane
- ✓ Ensure semi-automatic sanitizing system and auto-flush are functioning at full capacity

Agreement Number **CMF.09020, Rebid #1**California Department of Corrections and Rehabilitation (CDCR)
SCOPE OF WORK

Exhibit A

- ✓ Ensure water flow has a rate between 2,000 and 14,400 gallons per day

Maintenance/inspection services shall be paid by the State at the Contractor's Maintenance Services rate, as specified in Exhibit B-2, Rate Sheet.

Any parts requiring replacement will be replaced in accordance with the Parts Replacement section specified herein.

Any services performed by the Contractor are to be inspected by the State after completion. The State is solely responsible for determining acceptability of the work performed and the operability of the equipment.

3. PREVENTATIVE MAINTENANCE SCHEDULE (Reverse Osmosis Unit Only)

Contractor agrees to provide preventative maintenance services for the equipment specified herein on a monthly and quarterly basis. Dates of service will be provided by the Contract Liaison or authorized designee upon approval of the contract. Services shall be performed during normal business hours from 8:00 a.m. to 4:30 p.m., Monday through Friday; State holidays and weekends excluded. Contractor agrees to provide the requested services on the dates specified by the State or within five (5) working days. The State reserves the right to request additional maintenance services at the Contractor's bid rate, or to decrease the scheduled number of services, should equipment be added or old equipment become obsolete.

Contractor shall report to the Contract Liaison or authorized designee prior to initiating any preventive maintenance and/or repair services.

4. REPAIR SERVICE

Contractor shall provide unlimited visits for any repair services requested or necessary to keep the equipment fully operational. Repair services that are not provided during regularly scheduled quarterly maintenance visits, or not covered by the Guarantee section of the Scope of Services, shall be paid by the State at the Contractor's Repair Hourly Rate, as specified herein. Any parts requiring replacement will be replaced in accordance with the Parts Replacement section as specified herein.

Repair services other than quarterly maintenance will be provided upon telephone request from the Contract Liaison or authorized designee. Contractor shall respond to requests for repair service within twenty-four (24) hours of request. Repair services will be performed during normal business hours from 8:00 a.m. to 4:30 p.m., Monday through Friday, State holidays and weekends excluded. The State may, at its discretion, allow access to the equipment during nonbusiness hours when necessary. Non-emergency repair services performed outside of normal business hours as specified herein must be approved in advance in writing by the Contract Liaison.

Agreement Number [CMF.09020](#), Rebid #1California Department of Corrections and Rehabilitation (CDCR)
SCOPE OF WORK

Exhibit A

Contractor shall make every attempt to complete repairs the same working day. Unless the repair requires part(s) that must be ordered, no repair may take longer than five (5) working days to complete. When a delay in repair will occur due to part(s) that must be ordered, written notification must be presented to the Contract Liaison or authorized designee immediately.

5. EMERGENCY REPAIR SERVICE

Contractor shall provide any necessary emergency repairs upon request from the Contract Liaison or authorized designee. Contractor must respond to requests for emergency repair within eight (8) hours of telephone notification by the Contract Liaison or authorized designee. When possible, emergency repairs will be performed during normal business hours as specified herein. The State may, at its discretion, allow access to the equipment during nonbusiness hours when necessary.

In emergency situations, it may be necessary to request repairs immediately. Contractor will provide a telephone number, which may be used in the event of an emergency on a twenty-four (24) hour basis. Contractor will respond to an emergency call within eight (8) hours of request from the Contract Liaison. If the Contractor is unable to provide the repair, the State reserves the right to request emergency repair services from another source, and back charge the contractor for any charges incurred by CMF.

Emergency services provided by the Contractor, if at the specific request of the State, will be charged at the Contractor's Emergency Call Hourly Rate, as specified herein. Any emergency repair service provided shall be completed the same working day, unless written notification of delay is submitted to the Contract Liaison or authorized designee immediately upon diagnosis of equipment deficiency. Any parts requiring replacement will be replaced in accordance with the Parts Replacement section specified herein.

6. EQUIPMENT REMOVAL

Contractor shall endeavor to perform all services required under this agreement on State premises. In the event that equipment must be removed from State premises for repair, prior approval from the Contract Liaison or authorized designee must be obtained. The Contractor shall be responsible for pickup and delivery from State premises. Upon completion of repair, the Contractor will notify the State to schedule a delivery date and time. Under no circumstances shall equipment removed from State premises be kept by the Contractor longer than five working days, unless prior written permission has been obtained from the Contract Liaison or authorized designee.

Before equipment may be removed from State premises, the Contract Liaison or authorized designee shall record the serial number(s) of the equipment being removed and inspect the equipment. Upon return of the equipment by the Contractor, the Contract Liaison or authorized designee shall check the serial number(s) against those previously recorded and inspect the equipment for acceptability.

7. SAFETY INSPECTIONS

Contractor will perform a safety inspection of the equipment semi-annually in conjunction with the Preventative Maintenance. Inspection(s) will be performed as mutually agreed upon between the Institutions and the Contractor. Specific dates and times will be as scheduled by the Institutions. Contractor shall ensure, when applicable, that equipment meets the manufacturer's specifications for operation.

8. PARTS REPLACEMENT

This agreement will include replacement of any part that becomes worn or inoperable, or that otherwise affects the equipment's operability in any way. A published price list for parts shall be submitted with the contractor's invoice to the State. Contractor must notify the Contract Liaison or authorized designee prior to ordering and/or installing the part. A written estimate of the required part(s) must be submitted in writing to the Contract Liaison or authorized designee and approved before replacement. All replacement parts will be invoiced at the listed rates, which shall include a 10% discount, plus sales tax, and paid in arrears.

Parts replaced by the Contractor under this agreement shall be new, factory manufactured, or of equivalent quality. Contractor agrees to maintain an adequate supply and/or be able to obtain within a reasonable amount of time any necessary replacement parts in order to perform repairs and maintenance in a timely manner. Consumables and other supply items are hereby excluded. Any parts that have been replaced become the property of the institution.

9. QUALIFICATIONS

Contractor must have a minimum of two (2) service technicians who has been factory-trained on the equipment specified herein. Contractor must provide the State with proof of the required training for each of the service technicians providing services under this agreement.

If the Contractor is unable to provide service technician with the appropriate factory training, a minimum of five (5) years of experience in maintaining and repairing the equipment specified herein may be substituted. Contractor must provide the State with proof of the required experience for each of the service technicians providing services under this agreement. Acceptable proof would be three (3) letters of reference that specify the service technician's name, the equipment serviced, the dates that service were provided, and verification that the service was satisfactory.

Only Contractor service technicians who meet these requirements will perform services. Apprentices or trainees are not acceptable.

Agreement Number [CMF.09020](#), Rebid #1California Department of Corrections and Rehabilitation (CDCR)
SCOPE OF WORK

Exhibit A

10. HOSPITAL/MEDICAL EQUIPMENT

All services provided by the Contractor, including calibration, preventative maintenance, safety inspections, etc. must conform to all applicable City, County, State and Federal laws, ordinances, regulations, guidelines, pamphlets, circulation letters, or any other applicable directive. This includes, but is not limited to, Title 17 and Title 22, California Code of Regulations, California Rehabilitation Control Regulations, Subchapters 4 and 45, Chapter 5, Safety Orders of the State of California Division of Industrial Safety, Joint Commission of Accreditation of Hospitals Organization, American Hospital Association, College of American Pathologists, National Association of Fire Protection, California Occupational Health and Safety Administration, National Sanitation Foundation, and the State Fire Marshal's office.

11. EXCLUSIONS

Services provided under this agreement do not include maintenance of accessories, attachments, machines or other devices not specified herein. Also excluded are painting or refinishing of equipment, and the furnishing of supplies, accessories, or devices of any nature, except such items or equipment as may be necessary for the maintenance and repair of the equipment.

This agreement does not include service, repair or replacement of parts required as a result of accident, neglect, abuse, misuse, alteration of equipment, or other improper operation, including but not limited to operation of equipment outside of its specified environmental conditions.

12. GUARANTEE

The Contractor will guarantee all services performed by Contractor service technicians, including any replaced parts, for a minimum of 90 days from the date of service performance. If it is determined that failure has occurred due to defective parts or workmanship, Contractor shall correct the failure at no additional expense to the State. Correction shall occur during normal State business hours upon request for service by the Contract Liaison or authorized designee.

13. DEPARTMENT OF CORRECTIONS AND REHABILITATION CONTACT INFORMATION

Should questions or problems arise during the term of this contract, the contractor should contact the following offices:

Agreement Number [CMF.09020](#), [Rebid #1](#)California Department of Corrections and Rehabilitation (CDCR)

Exhibit A

SCOPE OF WORK**Billing/Payment Issues:**

- North Coast Regional Accounting Office
Phone Number: 916-322-9009
FAX Number: 916-322-6821

Scope of Work/Performance Issues:

- Gail LaTona (Contract Liaison)
Phone Number: 707-448-6841, Extension 2307
FAX Number: 707-469-6030

General Contract Issues:

- Contract Management Branch
Phone Number: 916-255-6163
FAX Number: 916-255-6187



Agreement Number **CMF.09020**, Rebid #1
California Department of Corrections and Rehabilitation (CDCR) Exhibit B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- a. For services satisfactorily rendered, and upon receipt and approval of contractor's invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with Exhibit B-1, **Bid Proposal** and the rates specified herein on Exhibit B-2, Rate Sheet, which are attached hereto and made a part of this Agreement.
- b. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than **monthly** in arrears to:

California Department of Corrections
North Coast Regional Accounting Office
California Medical Facility
Attention: Accounts Payable
P.O. Box 187016
Sacramento, CA 95818-7016

2. Budget Contingency Clause

- a. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.
- b. If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

Agreement Number **CMF.09020, Rebid #1**

California Department of Corrections and Rehabilitation (CDCR) Exhibit B

BUDGET DETAIL AND PAYMENT PROVISIONS

4. Subcontractors

For all Agreements, with the exception of Interagency Agreements and other governmental entities/auxiliaries that are exempt from bidding, 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 Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.



California Department of Corrections and Rehabilitation (CDCR) Agreement Number **CMF.09020, Rebid #1**
BID PROPOSAL Exhibit B-1

**REVERSE OSMOSIS AND WATER SOFTENER SYSTEM
 MAINTENANCE/INSPECTION AND REPAIR SERVICES**

The bidder hereby agrees to provide all labor, materials, supplies, licenses, permits, equipment and transportation necessary to perform all services required for the foregoing titled work in accordance with the Scope of Services, all Terms and Conditions, Disabled Veteran Business Enterprise (DVBE) requirements, if applicable, and such addenda thereto as may be issued before the public bid opening date, at the rates set forth by the bidder in Exhibit B-2. Exhibit B-2 **must** be submitted with this bid proposal.

Exhibit B-2 shall remain in force for the stated term of this Agreement and shall include every item of expense, direct and indirect, including any taxes incidental to the specified rates.

By virtue of submitting this bid, the undersigned is accepting the terms and conditions expressed in this IFB. Any and all services performed outside the scope of this Agreement shall be at the sole risk and expense of the successful bidder.

COMPANY NAME:

STREET ADDRESS:	P.O. BOX:
CITY, STATE AND ZIP CODE:	CITY, STATE AND ZIP CODE:
TELEPHONE NUMBER: ()	FAX NUMBER: ()
FEDERAL ID or SOCIAL SECURITY NUMBER:	E-MAIL ADDRESS:

TAX STATUS Individual/Sole Proprietor Estate or Trust Partnership
 Corporation (State in which incorporated _____) Other: _____

PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____ DATE: _____

Agreement Number **CMF.09020, Rebid #1**
California Department of Corrections and Rehabilitation (CDCR)
BID PROPOSAL

Exhibit B-1

Rates must be provided for all services listed in Exhibit B-2. Failure to provide the required rates shall be cause for rejection of your bid.

NOTE:

1. Any quantities listed on Exhibit B-2 are CDC's estimates only and are offered as a basis for the comparison of bids. The State does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to omit portions of the work as may be deemed necessary or advisable by the State.
2. In the case of a discrepancy between the Unit Price (e.g., Hourly Rate, Cost Per Service) and Item Total (e.g., Hourly Rate x Hours Worked = Item Total), the Unit Price shall prevail. However, if the Unit Price figure is ambiguous, illegible, uncertain, or is omitted, the Item Total shall be divided by the estimated usage (e.g., Hours Worked) to determine the Unit Price. In the case of a discrepancy between the Basis of Award and the sum of the Item Totals, the sum of the Item Totals shall prevail.
3. The amount of the total bid will be rounded up to the nearest whole dollar when the Agreement documents resulting from this bid are prepared.

Bidder shall set forth rates in clear, legible figures in the spaces provided in Exhibit B-2

SMALL BUSINESS PREFERENCE

Current law encourages state departments to first consider a Small Business Enterprise (Small)/ Microbusiness Enterprise (Micro) for contracting opportunities. The California Department of Corrections (CDC) is committed to supporting Small/Micro business participation in state contracting and seeks to use certified Small/Micro businesses whenever possible.

A Small/Micro business enterprise is defined as a business certified by the Office of Small Business and Disabled Veteran Business Enterprise Certification (OSDC) in which:

1. The principal office is located in California
2. The officers are domiciled in California
3. The business is independently owned and operated
4. The business, with any affiliates, is not dominant in its field of operation; and
5. a. For Small Business, either:
 - (1) The business, together with any affiliates, has 100 or fewer employees and averaged annual gross receipts of \$10,000,000 or less over the previous three years, or
 - (2) The business is a manufacturer with 100 or fewer employees
- b. For Micro Business, either:
 - (1) The business, together with any affiliates, has 100 or fewer employees and averaged annual gross receipts of \$2,500,000 or less over the previous three years, or
 - (2) The business is a manufacturer with 25 or fewer employees

Section 14835, et seq., of the California Government Code requires that a five percent (5%) preference be given to bidders who qualify as a Small/Micro business enterprise. The rules and

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California Department of Corrections and Rehabilitation (CDCR)
BID PROPOSAL

Exhibit B-1

regulations of this law are contained in Title 2, California Code of Regulations, Section 1896, et seq. A copy of the regulation is available upon request.

To claim the Small/Micro business preference, which may not exceed \$50,000 for any bid, your firm must have a completed application (including proof of annual receipts) on file with the Department of General Services (DGS), Procurement Division, Office of Small Business and DVBE Certification (OSDC), by 5:00 p.m. on the date bids are opened, and receipt verified by such office. Therefore, if you are a Small/Micro business, but are not certified, it is to your advantage to become certified. For certification and preference approval process information, contact the OSDC by telephone at (916) 375-4940 or access the OSDC Internet website at www.dgs.ca.gov/osbcr.

The CDC must identify all contractors, subcontractors and consultants who will provide labor or render services in the performance of this Agreement and further identify whether any of the listed subcontractors and consultants are a certified Small/Micro business, or a certified DVBE by completing a Subcontractor/Consultant List. If any changes occur in the submitted original Subcontractor/Consultant List, the Contractor shall notify the Office of Contract Services (OCS), in writing, within ten (10) working days of those changes, including any changes to Small/Micro business or DVBE status.

The CDC asks that you encourage any subcontractor(s) and/or consultant(s) not currently certified as a Small/Micro business or DVBE, that you believe may meet the certification requirements specified herein, to become certified through the DGS, OSDC. Please provide those subcontractor(s)/consultant(s) the OSDC contact and certification information provided above.

If you are a certified Small/Micro business enterprise and fail to complete the Prime Contractor information section below, your business shall be classified as a large business which will preclude your bid from receiving the five percent (5%) Small/Micro business preference and cause incorrect reporting of Small/Micro business and large business participation by the CDC.

PRIME CONTRACTOR NAME: _____

I am a Small Business Enterprise. My DGS reference number is: _____

I am a Microbusiness Enterprise. My DGS reference number is: _____

I am a large business.

NOTE: IF YOU ARE A CERTIFIED SMALL/MICRO BUSINESS ENTERPRISE AND FAIL TO COMPLETE THIS SECTION, YOUR BUSINESS WILL BE CLASSIFIED AS A LARGE BUSINESS, WHICH WILL PRECLUDE YOUR BID FROM RECEIVING THE FIVE PERCENT (5%) SMALL/MICRO BUSINESS PREFERENCE.

Agreement Number CMF.09020, Rebid #1
Exhibit B-2

California Department of Corrections and Rehabilitation (CDCR)
RATE SHEET

**REVERSE OSMOSIS AND WATER SOFTENER SYSTEM MAINTENANCE/
INSPECTION AND REPAIR SERVICES**

A. Quarterly Maintenance/Inspection

Equipment	Cost For Each Service		Est. No. of Units		Est. No. of Services		Total
3.6 cubic ft. Exchangeable carbons	\$	X	2	X	7	=	\$

TOTAL A

\$

B. Monthly Service

Equipment	Cost For Each Service		Est. No. of Units		Est. No. of Services		Total
Water Softner	\$	X	1	X	21	=	\$
Reverse Osmosis System			1		21	=	

TOTAL B

\$

C. REPAIR HOURLY RATES *(Estimated for the Contract term)*

HOURLY RATES	Rate Per Hour	X	Est. # of Hrs	=	Total
REPAIR HOURLY RATE Normal Business Hours	\$	X	40	=	\$
EMERGENCY HOURLY RATE Normal Business Hours	\$	X	40	=	\$

TOTAL C

\$

D. PARTS *(Estimated for contract term)*

\$15,000.00

TOTAL CONTRACT AMOUNT (A+B+C+D)

\$

(BASIS OF AWARD)

California Department of Corrections and Rehabilitation (CDCR)
RATE SHEET

Agreement Number CMF.09020, Rebid #1

Exhibit B-2

- 2 -

Contractor may offer a discount on invoices in order for the invoices to be paid within thirty (30) days of receipt. Discount offered must be at least one-half of one percent and a minimum of \$5.00.

Discount offered on invoices to be paid within 30 days of receipt = _____%

In the event of a tie, absent other determining factors, the lowest responsible bid with the highest discount shall prevail.

Agreement Number CMF.09020, Rebid #1

California Department of Corrections and Rehabilitation (CDCR)

SPECIAL TERMS AND CONDITIONS FOR PUBLIC WORKS

Exhibit D

**REVERSE OSMOSIS AND WATER SOFTENER SYSTEM MAINTENANCE/
INSPECTION AND REPAIR SERVICES)****1. Applicable Laws and Regulations****a. General**

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

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

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

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

b. Permits and Licenses

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

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

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

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

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California Department of Corrections and Rehabilitation (CDCR)

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Exhibit D

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

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

A licensed Contractor shall not submit a bid to a public agency unless his/her contractor's license number and class appear clearly on the bid, the license expiration date is stated, and he/she has signed a certification statement that the representations made in the bid with regard to the license number, class and expiration date are made under penalty of perjury. Any bid not containing this information or a bid containing information that is subsequently proven false shall be considered non responsive and shall be rejected.

c. Permits and Certifications from State Board of Equalization

This solicitation and any resulting contract shall be subject to all requirements as set forth in Sections 6487, 7101 and sections 6452.1, 6487.3, 18510 of the Revenue and Taxation Code, and section 10295.1 of the Public Contract Code requiring suppliers to provide a copy of their reseller's permit or certification of registration and, if applicable, the permit or certification of all participating affiliates, issued by California's State Board of Equalization. Failure of the supplier to comply by supplying the required permit or certification will cause the supplier's bid response to be considered non-responsive and their bid rejected. Unless otherwise specified in this solicitation, a copy of the reseller's permit or certification of registration must be supplied within five (5) state business days of the request made by the State.

d. Bonds

If the contract price exceeds \$25,000, the successful bidder shall furnish an original payment bond and a duplicate copy to accompany the contract in an amount not less than one hundred percent (100%) of the total amount payable under the contract. The bond MUST be prepared on CDCR's STD 807 form, Payment Bond to Accompany Construction Contract, provided to the Contractor by CDCR before execution of the contract.

If progress payments are provided for in the bid or if the contract amount exceeds \$10,000 with a contract term which exceeds three (3) months, the successful bidder shall furnish an original faithful performance bond and a duplicate copy in a sum not less than one hundred percent (100%) of the total amount payable under the contract.

These bonds must be executed by an admitted surety insurer that is licensed to transact surety business in the State of California and appears in the California Department of Insurance's listing as a surety bond provider.

NOTE: California Public Contract Code section 4108 mandates that a prime Contractor only require bonds from subcontractors if the prime Contractor had clearly specified the amount and requirements of the bond or bond(s) in the prime Contractor's written or published request for sub-bids. Failure to adhere to this requirement shall preclude the prime Contractor from imposing bond requirements under this section.

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California Department of Corrections and Rehabilitation (CDCR)

SPECIAL TERMS AND CONDITIONS FOR PUBLIC WORKS

Exhibit D

e. Prevailing Wage Rates

The Director of the Department of Industrial Relations has ascertained general prevailing wage rates in the county in which the work is to be performed. Upon request, the State shall furnish to the Contractor a copy of such prevailing wage rates that the Contractor shall post at the job site.

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

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

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

f. Payment Records

The Contractor and all subcontractors shall keep accurate payroll records showing the name, address, social security number, work week, the actual per diem and the wages paid to each employee in connection with this project. Such records shall be certified and be available for inspection during business hours at the principal place of business of the Contractor in accordance with California Labor Code section 1776.

g. Air Pollution

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

2. Contract Disputes (Supersedes provision number 6, Disputes, of Exhibit C)

As a condition precedent to contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, contractor agrees that all disputes and/or claims of contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

Agreement Number CMF.09020, Rebid #1

California Department of Corrections and Rehabilitation (CDCR)

SPECIAL TERMS AND CONDITIONS FOR PUBLIC WORKS

Exhibit D

a. Final Payment

The acceptance by the Contractor of final payment shall release the California Department of Corrections and Rehabilitation (CDCR) from all claims, demands and liability to contractor for everything done or furnished in connection with this work and from every act and neglect of CDCR and others relating to or arising out of this work except for any claim previously accepted and/or in process of resolution.

b. Informal Appeal

Contractor and the program or institution contract liaison, or other designated CDCR employee of the unit for which the goods are being delivered or the service is being performed, shall first attempt in good faith to resolve the dispute or claim by informal discussion(s). Contractor shall identify the issues and the relief sought. Informal discussion(s) between contractor and contract liaison, or the designated CDCR employee, shall be written, dated, and signed by the authors.

The program or institution contract liaison shall issue an informal written statement to contractor regarding the dispute within fifteen (15) calendar days following settlement or an impasse in the informal discussion(s) process. The written statement shall either: (1) document the dispute settlement and what, if any, conditions were reached; or, (2) document the reason(s) the dispute could not be resolved informally and provide notification to contractor of its option to file a formal appeal within thirty (30) days of the informal statement. One (1) copy of the informal statement and the discussion(s) on which it is based shall be forwarded immediately to the Office of Business Services (OBS) for inclusion in the Agreement file.

c. Formal Appeal

If the dispute or claim is not resolved to contractor's satisfaction by the informal appeal process, contractor may file with the Deputy Director of OBS a formal written appeal within thirty (30) calendar days of the date of CDCR's informal written decision. The formal written appeal shall be addressed as follows:

Subject
Deputy Director
Office of Business Services
California Department of Corrections and Rehabilitation
10000 Goethe Road, Suite C-1
Sacramento, CA 95827

Contractor shall specify in the formal written appeal the issue(s) in dispute, the particular relief or remedy sought, the factual basis for contractor's claim or dispute, and contractor's legal, technical and/or other authority upon which contractor bases its claim or dispute.

The formal written appeal shall include a written certification signed by a knowledgeable company official under the penalty of perjury according to the laws of the State of California pursuant to California Code of Civil Procedure section 2015.5 that the dispute, claim, or demand is made in good faith, and that the supporting data are accurate and complete. If an Agreement adjustment is requested, the written certification shall further state under penalty of perjury that the relief requested accurately reflects the Agreement adjustment for which the CDCR is responsible.

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California Department of Corrections and Rehabilitation (CDCR)

SPECIAL TERMS AND CONDITIONS FOR PUBLIC WORKS

Exhibit D

If contractor is a corporation, the written certification shall be signed by an officer thereof. If contractor is a sole proprietorship or partnership, it shall be signed by an owner or full partner. If contractor is other than a corporation, sole proprietorship or partnership, it shall be signed by a principal of the company with authority to bind the company.

The Deputy Director of OBS shall issue a formal written decision on behalf of CDCR within thirty (30) calendar days of receipt of the properly addressed formal written appeal. If mutually agreed by the parties, the date for the issuance of CDCR's final written decision may be extended.

d. Further Resolution

If the dispute is not resolved by the formal appeal process to contractor's satisfaction, or contractor has not received a written decision from the Deputy Director of OBS after thirty (30) calendar days, or other mutually agreed extension, contractor may thereafter pursue its right to institute other dispute resolution process, if any, available under the laws of the State of California.

e. Contract Disputes with Public Entities

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

3. Right to Terminate (Supersedes provision number 7, Termination for Cause, of Exhibit C)

The State reserves the right to terminate this Agreement subject to thirty (30) calendar day's written notice to the contractor. Contractor may submit a written request to terminate this Agreement only if the State should substantially fail to perform its responsibilities as provided herein.

Additionally, the State reserves the right to terminate this Agreement subject to thirty (30) calendar days written notice to the contractor should it be later identified as a service which can be consolidated into a statewide/regionalized Agreement. The State may exercise its option to cancel the remaining years of this Agreement, should it be decided that with additional institutions and/or sites, the State will receive a better rate for the same service.

However, the Agreement can be immediately terminated for cause. The term "for cause" shall mean that the contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the contractor.

This Agreement may be suspended or cancelled without notice, at the option of the contractor, if the contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the contractor is unable to render service as a result of any action by any governmental authority.

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California Department of Corrections and Rehabilitation (CDCR)

SPECIAL TERMS AND CONDITIONS FOR PUBLIC WORKS

Exhibit D

4. Responsibility Hearing

If this Agreement is terminated for cause, CDCR reserves the right to conduct a responsibility hearing to determine if the contractor is a responsible bidder before an award of future Agreements can be made.

5. Confidentiality of Data

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

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

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

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

6. Nondiscrimination Clause

Contractor agrees that no person, on the basis of ethnic group identification, religion, age, sex, color or physical or mental disability, will be lawfully denied the benefits of (or be discriminated under) any program funded by the State in accordance with California Government Code sections 11135-11139.5.

Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code section 12900 et seq.) and the applicable regulations transmitted hereunder (Cal Code of Regs., tit. 2, § 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code section 12990 are set forth in the California Code of Regulations, title 2, § 8107, and are incorporated into this contract by reference and made a part hereof. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

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California Department of Corrections and Rehabilitation (CDCR)

SPECIAL TERMS AND CONDITIONS FOR PUBLIC WORKS

Exhibit D

The "Nondiscrimination Clause" set forth and referenced herein is applicable to all nonexempt State construction contracts and subcontracts and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth below, which is applicable to all nonexempt State construction contracts and subcontracts of \$5,000 or more.

a. As used in the Specifications:

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

b. Whenever the Contractor or any subcontractor subcontracts a portion of the work, including work involving a construction trade, it shall include in each subcontract of \$5,000 or more the nondiscrimination clause directly or through incorporation by reference.

c. The Contractor shall implement all of the specific nondiscrimination standards provided in Paragraph e of these Specifications.

d. The nondiscrimination clause shall contain a provision requiring contractors and subcontractors to give written notice of their obligations under that clause to labor organizations with which they have a collective bargaining or other agreement pursuant to California Government Code section 12990.

e. The Contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the Contractor's compliance with these Specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor must be able to fully demonstrate its efforts under all of the following:

1. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites and at all facilities where the Contractor's employees are assigned. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment with specific attention to minority or female individuals working at such sites or in such facilities;

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SPECIAL TERMS AND CONDITIONS FOR PUBLIC WORKS

Exhibit D

2. Provide written notification within seven days to the Director of the California Department of Fair Employment and Housing when the union(s) with which the Contractor has a collective bargaining agreement with have not referred a minority person or woman to the Contractor or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations;
 3. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions through training, recruitment and outreach programs by posting the company policy on bulletin boards which are accessible to all employees at each location where construction work is performed and requesting the union's cooperation in assisting the Contractor to meet its obligations;
 4. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the Contractor's equal employment opportunity policy and obligations in order to discharge their responsibilities accordingly; and
 5. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the Contractor's obligations under these Specifications are being carried out.
- f. Contractors are encouraged to participate in voluntary associations that assist in fulfilling the equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation and can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.
- g. The Contractor is required to provide equal employment opportunity for all protected classes pursuant to the California Fair Employment and Housing Act located in Government Code section 12990 et seq.
- h. Establishment and implementation of a bona fide affirmative action plan pursuant to California Code of Regulations, title 2, section 8104(b), shall create a presumption that a Contractor is in compliance with the requirements of California Government Code section 12990 and its implementing regulations.
- i. The Contractor shall not use nondiscrimination specifications to discriminate against any person because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
- j. The Contractor shall not enter into any subcontract with any person or firm decertified from State contracts pursuant to California Government Code section 12990.

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- k. The Contractor shall carry out such sanctions and penalties for violation of these Specifications and the nondiscrimination clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to California Government Code section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these Specifications and California Government Code section 12990.
- l. The Contractor shall designate an employee responsible for monitoring all employment related activity to ensure that the company's equal employment opportunity policy is being carried out, submit reports relating to the provisions required by the Office of Compliance Programs and keep records. For each employee, records shall include the name, address, telephone numbers, construction trade, union affiliation (if any), employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper or laborer), dates of change in status, hours worked per week in the indicated trade, rate of pay and locations where the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

7. Contractor's Waiver and Indemnification

Neither the State nor any of its officers or employees shall be liable for: loss or damage to the Contractor's work or any part thereof or to any of the materials used in performing the work; injury to any person(s), either workers or the public and for damage to property due to the Contractor's intentional or negligent acts that might have been prevented by the Contractor or anyone employed by him/her. The Contractor shall indemnify and save harmless the State and all officers and employees of the State from all suits, actions or claims brought forth or on account of injuries or damages received or sustained by any person(s) due to the Contractor, his/her employees or agents in the construction of the work, or as a consequence of his/her failure to properly guard against injuries, or on account of any act or omission of the Contractor, his/her employees or agents. In addition to any remedy authorized by law, any money due the Contractor under the contract may be retained by the State until final disposition of the lawsuit, legal action(s) or claims. This provision shall not be construed as precluding the State from enforcing any right to offset any current contract the Contractor may have with the State as to any money owed to the State.

8. Liability for Loss and Damages

Any damages by the contractor to the State's facility including equipment, furniture, materials or other State property, will be repaired or replaced by the contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due contractor under this Agreement.

9. No Personal Liability

CDCR, the Director, nor any other officer or authorized employee of CDCR shall be personally liable for any actions arising under this contract.

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California Department of Corrections and Rehabilitation (CDCR)

SPECIAL TERMS AND CONDITIONS FOR PUBLIC WORKS

Exhibit D

10. Conflict of Interest

The contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

a. Contractors and Their Employees

Consultant contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service contractors and/or certain of their employees may be required to file a Form 700 if so requested by CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service contractors (other than consultant contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

1. The Agreement service has been identified by CDCR as one where there is a greater likelihood that a conflict of interest may occur;
2. The contractor and/or contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
3. The contractor and/or contractor's employee(s) serves in a staff capacity with CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for CDCR that would otherwise be performed by an individual holding a position specified in CDCR's Conflict of Interest Code.

b. Current State Employees

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.
3. In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
 - a. Using an official position for private gain;
 - b. Giving preferential treatment to any particular person;
 - c. Losing independence or impartiality;
 - d. Making a decision outside of official channels; and
 - e. Affecting adversely the confidence of the public or local officials in the integrity of the program.

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4. Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

c. Former State Employees

1. For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement 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 Agreement while employed in any capacity by any state agency.
2. For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement 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 Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The contractor shall not itself employ or offer to employ inmates or parolees, directly or indirectly, through an affiliated company, person or business unless specifically authorized in writing by CDCR. In addition, the contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the contractor or by the contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the contractor or by the contractor's owners, officers, principals, directors and/or shareholders.

The contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the contractor's business status or structure that could affect the performance of the contractor's duties under the Agreement.

If the contractor violates any provision of the above paragraphs, such action by the contractor shall render this Agreement void.

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Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

11. Disclosure

Neither the State nor any State employee will be liable to the contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the contractor any statement(s) known to State staff, made by any inmate or parolee, which indicate violence may result in any specific situation, and the same responsibility will be shared by the contractor in disclosing such statement(s) to the State.

12. Computer Software Management Memo

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

13. Patents

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

14. Contractor's Responsibility for Work

Until the State formally accepts the work, the Contractor shall be liable for any injury or damage to any part of the work from the elements, except for an act of God as defined by California Public Contract Code section 10122(a)(3) or a natural disaster as proclaimed by the State or Federal government), and damages that are directly and proximately occasioned by acts of the State or Federal government and the public enemy.

Contractor is responsible for the supervision of workers and at his/her cost, shall rebuild, repair, and restore all damages to any portion of the work caused by the employees before the State's acceptance of the completed product.

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

15. Liability for Nonconforming Work

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

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16. Contract Violations

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

17. Conduct of Work and Personnel

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

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

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

The Contractor shall perform the work of the contract only on normal working days, Monday through Friday, and during normal working hours. Work after hours on weekdays and work on Saturdays, Sundays and State holidays will not be permitted unless the Contractor obtains prior written approval from the State.

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

Prior to coming on institution grounds, a list of all vehicles the Contractor proposes to use shall be provided to the institution. The list must include the license number of each vehicle and the name of the vehicles' operator.

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

The Contractor shall be responsible for providing sanitary facilities for his/her personnel either through rental or making arrangements with the State agency.

Tools and equipment owned by the Contractor and his/her employees shall be safely stored overnight under lock and key. Hand-cutting tools shall be checked out each morning and checked in at the end of each workday. Loss of any tools or equipment shall be reported immediately to the State. Neither the Contractor nor workers shall attempt to borrow tools or other materials from State personnel. The Contractor shall remove all temporary equipment upon completion of the work.

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

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

18. Security Clearance/Fingerprinting

The State reserves the right to conduct fingerprinting and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor and/or Contractor's employee access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

19. Notification of Personnel Changes

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, contractor must recover and return any State-issued identification card provided to contractor's employee(s) upon their departure or termination.

20. Temporary Nonperformance

If, because of mechanical failure or for any other reason, the contractor shall be temporarily unable to perform the work as required, the State, during the period of the contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the contractor for any additional costs above the Agreement price.

21. Subcontractor/Consultant Information

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the contractor shall notify the Department of Corrections and Rehabilitation, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

22. Contract Approvals and Commencement of Work

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

The Contractor is obligated to complete the work on or before the date or within the number of working days set forth in the Specifications.

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The time for the completion of the work shall be extended by the State for a reasonable period of time when there is a delay in the Contractor's or subcontractor's performance caused by acts of God, the public enemy, fire, flood, epidemics, quarantine restrictions, strikes, freight embargoes, unusual action of the elements. The Contractor must notify the State in writing of the causes of delay within five days from the beginning of any such delay, and within five days after the end of any such delay, notify the State of the duration thereof.

The State will sustain damages if the work contracted for is not completed by the Contractor within the agreed time. If the damages are too uncertain and it is impracticable to determine the full amount due to the delay then the State has the right to recover liquidated damages. The Contractor will pay the State the sum of money set at the rate established in Exhibit A for each day the Contractor is delinquent in completing the work beyond the contracted time.

If the Contractor fails to pay liquidated damages, the State may deduct this amount from any money due or that may become due under the contract.

23. Extension of Term

This Agreement may be amended to extend the term if it is determined to be in the best interest of the State. Upon signing the amendment, contractor hereby agrees to provide services for the extended period at the rates specified in the original Agreement.

24. Accounting Principles

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

25. Retention of Funds

For purposes of this subdivision, completion means any of the following:

1. Occupation, beneficial use, and enjoyment of a work of improvement (excluding any operation only for testing, startup or commissioning) accompanied by cessation of labor;
2. Acceptance by the State in writing;
3. Cessation of labor for a continuous period of 100 days or more due to factors beyond the control of the prime Contractor; or
4. Cessation of labor for a continuous period of 30 days or more if the State files a notice of cessation or a notice of completion.

In accordance with California Public Contract Code section 7107, within 60 days after the date of completion of the work, any funds retained by the State shall be released to the contractor. In the event of a dispute between the State and the Contractor, the State may withhold from the final payment an amount not to exceed 150 percent of the disputed amount.

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Within 10 days from the time that all or any portion of the funds retained by the state are released to the Contractor, the Contractor shall pay each of its subcontractors their portion of any funds withheld. However, if a retention payment received by the Contractor is specifically designated for a particular subcontractor, payment of the funds shall be made to the designated subcontractor, if the payment is consistent with the terms of the subcontract.

The Contractor may withhold from a subcontractor its portion of the retention funds if a bona fide dispute exists between the Contractor and subcontractor. The amount withheld from the retention funds shall not exceed 150 percent of the estimated value of the disputed amount.

In the event that retention payments are not made within the time periods required, the State or Contractor withholding the unpaid amounts shall be subject to a charge of two percent per month on the improperly withheld amount, in lieu of any interest otherwise due. Additionally, in any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to attorney's fees and costs.

If the State retains an amount greater than 125 percent of the estimated value of the work yet to be completed pursuant to the California Public Contract Code section 10261, the State shall distribute the undisputed retention proceeds within 60 days after the date of completion of the work. However, if the State retains an amount equal to or less than 125 percent of the estimated value of the work yet to be completed, the State shall have 90 days in which to release undisputed retentions.

26. Excise Tax

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

27. Accident Prevention

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

28. Inspection

The Contractor shall at all time permit the State and its authorized agents and representatives to visit and inspect the work site while work is in progress. This obligation shall include maintaining proper facilities and safe access for such inspection. Where the contract requires the work to be tested, it shall not be covered up until inspected and approved by the State. The Contractor shall be solely responsible for notifying the State where and when such work is ready for inspection and testing. Should any such work be covered without such testing and approval, it shall be uncovered at the Contractor's expense. The Contractor shall give the State 24 hours notice prior to performing work on a Saturday, Sunday or a State holiday, so that the State may make the necessary arrangements.

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29. Rejection

Should any portion of the completed work or any delivered materials, articles or equipment fail to comply with the requirements of the contract, such work, materials, articles or equipment shall be rejected. The Contractor, at no additional expense to the State, shall immediately make adjustments to the satisfaction of the State. Materials, articles or equipment that is rejected shall immediately be removed from the premises at the Contractor's expense.

30. Materials and Workmanship

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

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

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

31. Brand or Trade Names

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

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32. Inconsistent Terms

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

33. Occupancy by the State Prior to Acceptance

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

34. Stop Notices and Claims

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

35. Guarantee

The Contractor guarantees that the work will be performed in accordance with the requirements of the contract and remain free of defects in workmanship and materials for a period of one year from the date of acceptance of the contract, unless an alternative guarantee period is specified. Contractor agrees to repair or replace all work which is not in accordance with the requirements of the contract or that may be defective in its workmanship or materials within the specified guarantee period without any expense to the State, except ordinary wear and tear and unusual abuse or neglect.

36. Hazardous Materials

Contractor shall handle only those hazardous material(s), if any, specified in the Scope of Services. If Contractor encounters any unspecified hazardous material while fulfilling the conditions of the contract, the work shall stop immediately. The removal of any unspecified hazardous material(s) may be added to this contract by amendment or may be performed by the State through other means, at the discretion of the State. Any contractor providing hazardous material services shall comply with all hazardous material regulations and the Contractor shall have all applicable certifications either through itself or a subcontractor and be insured against environmental liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.

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37. Electronic Waste Recycling

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

38. Workers' Compensation

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Contractor's expenses, or that it is self-insured through a policy acceptable to the CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this agreement.

Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.

39. Employment of Undocumented Aliens

No State agency or department that is defined in Public Contract Code section 10335.7, and thereby subject to this code, shall award a public works or purchase contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works or purchase contract, who has previously been convicted of violating a state or federal law respecting the employment of undocumented aliens.

40. Employment of Ex-Offenders

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;
- b. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (unauthorized Communications with Prisons and Prisoners Offenses).

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- c. Ex-Offenders required to register as a sex offender pursuant to Penal Code Section 290 or if such ex-offender has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
- d. Any ex-offender in a position which provides direct supervision of parolees, except in the following instance:
 - 1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.

41. Force Majeure

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

42. Work Area

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

43. Equipment

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

44. Utilities

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

45. Temporary Identification Cards

Upon clearance by a background check and at the discretion of the State, a photo may be taken of each worker for the purposes of issuing a temporary identification card that must be worn at all times on institution grounds.

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46. Disabled Veteran Business Enterprise (DVBE)

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

47. Small Business and DVBE Participation – Commercially Useful Functions

This solicitation and any resulting Agreement shall be subject to all requirements as set forth in the following code:

Government Code Sections 14837, 14838.6, 14839, 14842, 14842.5

Military and Veterans Code (MVC) Sections 999, 999.6, 999.9

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

48. Insurance Requirements

Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a “true and certified” copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or otherwise or under the control of the State. It does, however, serve to provide the State with proof that the Contractor and any subcontractors are insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor's insurance provider must agree to give at least thirty (30) days prior notice to the State before said expiration date or notice of cancellation. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of DGS. In the event the Contractor fails to maintain insurance coverage at all times as required, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

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For all companies and/or businesses and individual providers, the Contractor hereby represents and warrants that the Contractor is currently and shall be, for the duration of this Agreement, at Contractor's expense insured against:

Commercial General Liability - Provider agrees to carry a minimum of \$1,000,000 per occurrence for bodily injury and property damage liability combined (not required if medical services are provided at the institution).

The certificate of insurance must include the following provisions:

- The insurer will not cancel the insured's coverage without 30 days prior written notice to the State. The California Department of Corrections and Rehabilitation must be named as the "Certificate Holder" and list the following:

State of California
California Department of Corrections and Rehabilitation
Office of Business Services
10000 Goethe Road, Suite C-1
Sacramento, CA 95827

- The State of California, its officers, agents, employees, and servants are hereby named as additional insured but only with respect to work performed for the State of California.

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

By signing this Agreement, the Contractor certifies that the carrier of any professional liability insurance required in the performance of this Agreement has knowledge of the Contractor's and any subcontractor's extension of services to CDCR inmates.

The following provisions apply to services provided on departmental and/or institution grounds:

49. Blood-borne Pathogens

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood-borne pathogens.

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50. Tuberculosis (TB) Testing

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community based program, prior to the performance of contracted duties, contractors and their employees who are assigned to work with inmates/parolees on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CDCR. Regular basis is defined as having contact with inmates/parolees in confined quarters more than once a week.

Contractors and their employees shall be required to furnish to CDCR, at no cost to CDCR, a form CDCR 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to assuming their contracted duties and annually thereafter, showing that the contractor and their employees have been examined and found free of TB in an infectious stage. The form CDCR 7336 will be provided by CDCR upon contractor's request.

51. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates

Individuals who are not employees of CDCR but who are working in and around inmates who are incarcerated within California's institutions/facilities or camps are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates.

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates:

- a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304

- c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, and 3288

Agreement Number CMF.09020, Rebid #1

California Department of Corrections and Rehabilitation (CDCR)

SPECIAL TERMS AND CONDITIONS FOR PUBLIC WORKS

Exhibit D

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a)

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR institutions/facilities or camps without the prior approval of the Warden. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289

- f. Encouraging, and/or assisting prison inmates, to escape is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574

- g. It is illegal to give or take letters from inmates without the authorization of the Warden. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424 and 3425

- h. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383

- i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3171 (b) (3)

- j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (3) (W), and 3177.

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California Department of Corrections and Rehabilitation (CDCR)

SPECIAL TERMS AND CONDITIONS FOR PUBLIC WORKS

Exhibit D

52. Clothing Restrictions

While on institution grounds, contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. The contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the contractor and their employees are in compliance.

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California Department of Corrections and Rehabilitation (CDCR)

SPECIAL TERMS AND CONDITIONS FOR PUBLIC WORKS

Exhibit D

53. Tobacco-Free Environment

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

54. Prison Rape Elimination Policy

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim. CDCR shall maintain a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

As a contractor with CDCR, you and your staff are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

55. Security Regulations

- a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the contractor, contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
- b. Any State- and contractor-owned equipment used by the contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
- c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for contractor's loss due to fire.
- d. Due to security procedures, the contractor, contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the contractor.
- e. Contractor, contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/micro cameras are not permitted on institution grounds.
- g. Contractor, contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.

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California Department of Corrections and Rehabilitation (CDCR)

SPECIAL TERMS AND CONDITIONS FOR PUBLIC WORKS

Exhibit D

h. No picketing is allowed on State property.

56. Gate Clearance

Contractor and contractor's employee(s) and/or subcontractor(s) must be cleared prior to providing services. The contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.



Agreement Number CMF.09020, Rebid #1

California Department of Corrections and Rehabilitations (CDCR)
PUBLIC WORKS ADDITIONAL CERTIFICATION CLAUSES

Exhibit E

By my signature hereunder, as Contractor, I certify to the following:

1. It is hereby mutually agreed that the Contractor shall forfeit to the State a penalty of \$50 for each calendar day, or portion thereof, for each worker paid by him/her or subcontractor under him/her, less than the prevailing wage rate so stipulated and, in addition, the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.
2. Note that California Labor Code Section 1771.5 allows exemptions from the general prevailing wage rate under specific conditions for departments with Labor Compliance Programs.
3. It is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the Contractor shall forfeit, as a penalty to the State, \$25 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor for more than eight hours in any calendar day or more than 40 hours in any calendar week, in violation of California Labor Code Sections 1810 through 1815, inclusive.
4. Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice shall be paid the standard wage rate paid to apprentices under the regulations of the craft or trade at which he/she is employed and shall be employed only at the work of the craft or trade to which he/she is registered. The Contractor and each subcontractor must comply with the requirements of California Labor Code Section 1777.5 and any related regulations regarding the employment of registered apprentices.
5. The prospective Contractor and subcontractors shall comply with California Labor Code Section 1776 regarding recordkeeping.
6. The undersigned Contractor hereby further certifies under penalty of perjury that representations made in the bid with regard to the Contractor's license number, class, and license expiration date are true. Any bid not containing this information or a bid containing information which is subsequently proven false shall be considered non responsive and shall be rejected. A requirement of the award of this contract shall be the presentation of a legible facsimile of the Contractor's pocket license which shall be valid for the type of work to be performed under this contract and shall be in force at the time of award and through the term of the contract.

Contractor's Name: _____
 Contractor's Address: _____
 Contractor's License Number and Class: _____
 Contractor's License Expiration Date: _____
 Signature: _____ Date: _____

Department of Corrections and Rehabilitation (CDCR)
CDC 1240 (12/89)

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID FOR PUBLIC WORKS

STATE OF CALIFORNIA

COUNTY OF _____) ss

_____, being first duly sworn, deposes and
(NAME)

says that he or she is _____
(POSITION TITLE)

of _____,
(THE BIDDER)

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

DATE: _____ BY: _____
(PERSON SIGNING FOR BIDDER)

Subscribed and sworn to before me on

(NOTARY PUBLIC)

(NOTARIAL SEAL)

SUBCONTRACTOR/CONSULTANT LIST

THIS FORM MUST BE COMPLETED AND RETURNED TO THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION, CONTRACTS MANAGEMENT BRANCH, P.O. BOX 942883, SACRAMENTO, CA 94283-0001.

I will NOT use any subcontractors or consultants in the performance of this Agreement.

The following information **MUST** be provided for **ALL** subcontractors or consultants used by the contractor to perform any labor or render any services under this Agreement. In addition, if known, please indicate whether the subcontractor/consultant is a Small or Micro business or Disabled Veteran Business Enterprise (DVBE) by placing an "X" in the appropriate column and include their Department of General Services (DGS) Reference Number. If a subcontractor(s)/consultant(s) will be used, but no selection has been made, identify the service and estimate the dollar amount of services. If additional space is needed, supplementary sheets in the format below may be attached to this list.

State of California

SUBCONTRACTOR OR CONSULTANT NAME, ADDRESS AND PHONE NUMBER	SERVICES TO BE PERFORMED	DOLLAR AMOUNT OF SERVICES	CHECK IF A				DGS REFERENCE NUMBER
			SMALL BUSINESS	MICRO BUSINESS	DVBE	N/A	
NAME: ----- STREET ADDRESS: ----- CITY, STATE, ZIP: ----- PHONE NUMBER: -----							
NAME: ----- STREET ADDRESS: ----- CITY, STATE, ZIP: ----- PHONE NUMBER: -----							
NAME: ----- STREET ADDRESS: ----- CITY, STATE, ZIP: ----- PHONE NUMBER: -----							
NAME: ----- STREET ADDRESS: ----- CITY, STATE, ZIP: ----- PHONE NUMBER: -----							
NAME: ----- STREET ADDRESS: ----- CITY, STATE, ZIP: ----- PHONE NUMBER: -----							

Aug 20, 2009 3:10:30 PM PDT

Non-Small Business Subcontractor Preference Request

List each certified small business or microbusiness that will be subcontracted with. To be granted a bidding preference, total small business or microbusiness subcontractor use must equal at least 25% of the total price or cost offered. Each named subcontractor must be actively certified as a small business or microbusiness by the bid submission due date and must acknowledge their participation as claimed herein via a Small Business Subcontractor/Supplier Acknowledgement (OBS 551). **Attach to this form an acknowledgement (OBS 551 – Small Business Subcontractor/Supplier Acknowledgement) signed by an authorized representative of each named subcontractor acknowledging their proposed use as described herein.**

Name of certified small business (or microbusiness) Subcontractor

Name of Subcontractor

Street address		City	State	Zip Code
Contact Person		Telephone number ()		
Small Business Certification No.	Certification exp. date	Participation dollar value \$	Committed % of total bid %	

Brief description of the commercially useful function(s) to be performed and/or provided:

Name of certified small business (or microbusiness) Subcontractor

Name of Subcontractor

Street address		City	State	Zip Code
Contact Person		Telephone number ()		
Small Business Certification	Certification exp. date	Participation dollar value \$	Committed % of total bid %	

Brief description of the commercially useful function(s) to be performed and/or provided:

Name of certified small business (or microbusiness) Subcontractor

Name of Subcontractor

Street address		City	State	Zip Code
Contact Person		Telephone number ()		
Small Business Certification	Certification exp. date	Participation dollar value \$	Committed % of total bid %	

Brief description of commercially useful function(s) to be provided

Small Business Subcontractor/Supplier Acknowledgement

Name of Bidding Firm / Prime Contractor	CDCR IFB or RFP Number:
Total Dollar Value of Subcontractor Use	CDCR Bid Number:

This document confirms and acknowledges that the firm named below agreed to be identified by a bidding firm as a proposed small business or microbusiness subcontractor or supplier for a CDCR agreement.

Subcontractor acknowledgements:

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

Below and/or continued on an attachment is a brief description of the commercially useful function(s) that the subcontractor/supplier identified herein will provide or supply:

The subcontracting firm named herein understands it is its sole responsibility to contact the bidding firm named above to learn if the Proposer was awarded the contract pursuant to the referenced bid number and to confirm its subcontract agreement. If the bidding firm named above receives an award based in part on non-small business subcontractor preference, the bidding firm/contractor is obligated to use each small and/or microbusiness subcontractor or supplier identified in its proposal unless a subcontractor substitution is requested after contract execution pursuant to Public Contract Code Section 4107 and Title 2 California Code of Regulations Section 1896.10.

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

Name of Proposed Subcontractor/Supplier		Date Signed
Signature of Subcontractor/Supplier Representative	Telephone Number ()	E-mail Address (if applicable)
Printed/Typed Name	Title	
For State Use Only		
Information Verified by	Date	

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER:

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

INSURED:

COMPANY LETTER	A
COMPANY LETTER	B
COMPANY LETTER	C
COMPANY LETTER	D
COMPANY LETTER	E

SAMPLE

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OP AGG.	\$
					PERSONAL & ADV. INJURIES	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any One person)	\$
					MED. EXPENSE (Any One person)	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per Person)	\$
					BODILY INJURY (Per Person)	\$
					PROPERTY DAMAGE	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/SPECIAL ITEMS Re: All operations

The State of California, its officers, agents, employees and servants are hereby named as additional insured but only with respect to work performed for the State of California.

CERTIFICATE HOLDER

ATTENTION: ROSEMARY PETERS
 STATE OF CALIFORNIA
 DEPARTMENT OF CORRECTIONS AND REHABILITATION
 CONTRACTS MANAGEMENT BRANCH
 10000 GOETHE ROAD, SUITE C-1
 SACRAMENTO, CA 95826-2618

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

 AUTHORIZED REPRESENTATIVE

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)

PARTICIPATION IN EXEMPT CONTRACTS

CDCR 1786 (Rev. 07/07)



In accordance with Public Contract Code Section 10115 et seq., it is the policy of the Department of Corrections and Rehabilitation to achieve the legislatively established goal for the participation of Disabled Veteran Business Enterprises (DVBEs) in service, commodity and construction contracts to the maximum extent feasible. This contract is exempt from DVBE participation requirements; however, if you or any of your subcontractors is a DVBE, please complete this form and return it with your bid proposal or proposed contract. Provide the DVBE prime and sub-contractor information as requested below. Include only DVBEs that are currently certified by the Department General Services, Office of Small Business and DVBE Services (OSDS).

DVBE NAME FULL ADDRESS TELEPHONE NUMBER	Prime	Sub	TYPE OF CONTRACTIBLE/ SUBCONTRACTIBLE WORK	CONTRACT/ SUBCONTRACT DOLLAR AMOUNT	OSDS CERTIFICATION	
	✓	✓			NUMBER	EXPIRES
	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>				
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Question and Answers for Bid #CMF.09020, Rebid 1 - Reverse Osmosis and Water Softener System Maintenance/Inspection and Repair

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Sep 7, 2009 9:00:00 AM PDT