

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

Business Services Section, Contract Services Unit

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Sacramento, CA 94298-0001

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September 10, 2024

File No.: A17547.076.24C535004

Notice to Prospective Bidders

The Department of California Highway Patrol (CHP) invites prospective bidders to review and respond to the attached Invitation for Bids (IFB) Number **24C535004** entitled, **CHP EAST LOS ANGELES AREA OFFICE—Uninterruptible Power Supply (UPS) Replacement Services**. When preparing and submitting a bid, compliance with the instructions found herein is imperative.

All Agreements entered into with the State of California will include, by reference, General Terms and Conditions (GTC) that may be viewed and downloaded at this Internet site:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. If any prospective bidder lacks Internet access, a hard copy of these items can be obtained by contacting the person signing this letter.

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

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

I. Bid Due Date

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

II. Disabled Veteran Business Enterprise (DVBE) Participation Requirements

California Law Requires Disabled Veterans Business Enterprise (DVBE) participation. **All bidders for this solicitation, must meet the minimum DVBE participation requirement of 5%.** Bidders are eligible to receive a DVBE incentive for their participation. For more information regarding this option, see section M of the IFB entitled "Preference and Incentive Programs."



III. Prevailing Wage Requirements

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

<https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

IV. Public Works Contractor Registration Program

1. In accordance with the provisions of Code of Regulations Title 8, Section 16000, the Department of Industrial Relations has ascertained the work for this project to be performed as a public work. Refer to <http://www.dir.ca.gov/t8/16000.html>.
2. No Contractor or Subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)].
3. No Contractor or Subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.
4. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Refer to <http://www.dir.ca.gov/Public-Works/SB854.html> for more information.
5. Contractor shall maintain its registration with the Department of Industrial Relations per the requirements set forth in Labor Code 1725.5 (a)(1) during the term of this Agreement.

V. Funding Limit

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

VI. Bidder Questions

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

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

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

VIII. Generative Artificial Intelligence (GenAI)

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Bidder / Offeror / Contractor must notify the State in writing if their solution or service includes, or makes available, any GenAI, including GenAI from third parties or subcontractors.

The State has developed a GenAI Reporting and Factsheet (STD 1000) to be completed by the Bidder / Offeror / Contractor.

Failure to submit the GenAI Reporting and Factsheet (STD 1000) will result in **disqualification** of the Bidder / Offeror / Contractor.

Failure to report GenAI to the State may void any resulting contract. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.

Upon receipt of a Bidder / Offeror / Contractor GenAI Reporting and Factsheet (STD 1000), the state reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present unacceptable level of risk to the state.

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

Sincerely,

Matthew Macdonald
Matthew Macdonald

Enclosures

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Required Attachments

Attachment #	Attachment Name
Attachment 1	Required Attachment/Certification Checklist
Attachment 2	Bid Form
Attachment 3	Non-Small Business Subcontractor Preference Request and Small/Micro Business Subcontractor/Supplier Acknowledgment Form (Attachment 3a)
Attachment 4	California Disabled Veteran Business Enterprise (DVBE) Program; and Std. 843, Disabled Veteran Business Enterprise Declarations (Attachment 4a)
Attachment 5	GSPD-05-105, Bidder Declaration
Attachment 6	Client References
Attachment 7	CCC 04/2017 – Contractor Certification Clauses
Attachment 8	CHP 116 - Darfur Contracting Act
Attachment 9	Std. 204, Payee Data Record
Attachment 9a	STD. 205, Payee Data Record Supplement
Attachment 10	CHP 78V, Conflict of Interest & Confidentiality Statement - Vendor
Attachment 11	Subcontractor's List
Attachment 12	Non-Collusion Affidavit
Attachment 13	Std. 1000, Generative Artificial Intelligence (GenAI) Reporting and Factsheet

Proposed Agreement Forms/Exhibits

Form/Exhibit Title	Form/Exhibit Name
Std. 213	Standard Agreement
Exhibit A	Scope of Work
Exhibit B	Budget Detail and Payment Provisions
Exhibit C	General Terms and Conditions (GTC 04/2017). <i>View or download at this Internet site: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language</i>
Exhibit D	Special Terms and Conditions
Exhibit E	Insurance Requirements

A. Purpose and Description of Services

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

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

B. Time Schedule

Below is the tentative time schedule for this IFB:

Event	Date	Time (if applicable)
IFB Released	September 10, 2024	
Walk-Through	September 23, 2024 @ 10:00 a.m. (See Item E.)	
Questions Due	September 27, 2024 @ 10:00 a.m.	
Bid Due	October 7, 2024 @ 11:00 a.m.	
Bid Opening	October 7, 2024 @ 11:05 a.m.	
Proposed Start Date of Agreement	December 1, 2024 or Upon Approval	

C. Agreement Term

The term of the resulting agreement is anticipated to be effective from December 1, 2024 through November 30, 2025. The agreement term may change if CHP makes an award earlier than expected or if CHP cannot execute the agreement in a timely manner due to unforeseen delays. CHP reserves the right to extend the term of the resulting agreement as necessary to complete or continue the services. Agreement extensions are subject to satisfactory performance, funding availability, and possibly approval by Department of General Services (DGS).

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

D. Bidder Questions

Bidders shall immediately notify CHP if clarification is needed regarding the services sought or questions arise about the IFB and/or its accompanying materials, instructions, or requirements. Bidders shall submit questions via email to MATTHEW MACDONALD at Matthew.macdonald@chp.ca.gov. To ensure a response and inclusion in the Questions &

Answers (Q&A) document, questions must be received by the scheduled date in Section B, Time Schedule. Following the question submission deadline, the CHP will post a summary response of the questions and answers to be viewed on the original solicitation on the Cal eProcure website titled "**Questions and Answers to IFB 24C535004**". CHP reserves the right to contact an inquirer to seek clarification of any inquiry received.

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

1. What to include in an inquiry

- a. Inquirer's name, name of firm submitting the inquiry, mailing address, email address, area code and telephone number, and fax number.
- b. A description of the subject or issue in question or discrepancy found.
- c. IFB section, page number or other information useful in identifying the specific problem or issue in question.
- d. Remedy sought, if any.

2. Question deadline

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

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

- a. DVBE participation requirements.
- b. How to complete DVBE attachments.
- c. The reporting of IFB errors or irregularities.

3. Verbal questions

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

Direct all verbal requests for DVBE assistance to CHP, SB/DVBE Advocate at (916) 843-3616 up to the bid due date.

E. Walk-Through

CHP will hold a **MANDATORY** walk-through for this IFB at the East Los Angles Area Office on Monday, September 23rd at 10:00am at 1601 Corporate Drive, Monterey Park, CA 91754. A sign-in sheet will be provided at the walk-through. A sign-in sheet will be provided at the walk-through. All prospective bidders must sign-in prior to the walk-through **start time** as indicated in Section B. Time Schedule of this solicitation. Late sign-ins will not be accepted. Bidders that arrive after the walk-through start time will not be allowed to sign-in. No bid will be considered from a Contractor that did not sign-in at the mandatory walk-through.

As a courtesy, please email Matthew Macdonald at Matthew.macdonald@chp.ca.gov to confirm your plans to attend this walk-through.

F. Reasonable Accommodations

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

Business Services Section, Contract Services Unit

Telephone number

(916) 843-3610

(TTY) - California Relay telephone number

1-800-735-2929

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

G. Scope of Work

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

H. Qualification Requirements

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

1. **License Requirements:** Contractor State License Board (CSLB) C-10 Electrical Contractor License
2. **DIR Registration:** Bidders must be registered with the DIR Pursuant to California Labor Code Sections 1770, 1773 and 1773.1.
3. Bidders must certify their willingness to comply with all terms and conditions addressed in section N of this IFB, entitled "Agreement Terms and Conditions," including those terms in the referenced exhibits.
4. **Corporations:** Corporations must certify they are in good standing and qualified to conduct business in California.

5. **Expatriate Corporations:** The California Highway Patrol may not enter into any contract with an expatriate corporation per California Public Contract Code 10286.1. Bidders must certify that they are not an expatriate corporation (see Attachment 7, CCC 04/2017, Contractor Certification Clause).
6. **Nonprofit Organizations:** Non-profit organizations must certify they are eligible to claim nonprofit status.
7. Before agreement execution, the winning bidder must supply proof of liability insurance that meets the requirements in **Exhibit E**, entitled "Insurance Requirements" that is included in the Proposed Agreement Forms/Exhibits section of this IFB.
8. The successful bidder and all personnel who are assigned to the contract will be subject to a driver license and fingerprint check before access to a CHP facility is authorized. Upon award of a bid, CHP, Business Services Section, Contract Services Unit, will initiate a letter of "Intent to Award" to the prospective Contractor. Contractor will use the letter to report to CHP facility within three (3) business days to initiate the clearance process. The driver license check, and fingerprint check through the California Criminal History Information System and Federal Bureau of Investigation will be completed at that time. Upon the initial driver license check returning clear and the receipt of a fully approved contract, services may commence. An adverse finding under the fingerprint check, may at the sole discretion of CHP, result in a requirement for personnel replacement or cancellation of the contract.
9. Bidders must complete and submit the Std. 1000, Generative Artificial Intelligence (GenAI) Reporting and Factsheet (Attachment 13). Failure to disclose GenAI to the State and submit the GenAI Reporting and Factsheet will result in disqualification of the Bidder/Offeror and may void any resulting contract.

I. Bid Format and Content Requirements

1. General instructions

- a. Each individual or firm may submit only one (1) bid. For the purposes of this paragraph, "firm" includes a parent corporation of a firm and any other subsidiary of that parent corporation. If a firm or individual submits more than one (1) bid, CHP will reject all bids submitted by that firm or individual.
- b. Develop bids by following all IFB instructions and instructions or clarifications in question/answer notices, clarification notices, or IFB addenda.
- c. Before preparing a bid, seek timely written clarification of any requirements or instructions that are believed to be vague, unclear or that are not fully understood. Agreement increases will not be allowed due to poor examination of work sites and/or specifications.
- d. Arrange for timely delivery of the bid package to the specified address. Bidders are advised not to wait until shortly before the bid submission deadline to submit the bid.

2. Bid format requirements

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

- b. Bind bid package with a single staple in the upper left-hand corner.
- c. Sign applicable IFB attachments/forms in ink, preferably in a color other than black. Have a person who is authorized to bind the bidding firm sign each form that requires a signature. **Signature stamps are not acceptable.** Unsigned bids may be rejected.

3. Bid content requirements

This section specifies the order and content of each bid and where applicable, indicates form/attachment completion instructions.

When completing the attachments, follow the instructions in this section and any instructions appearing on the attachment. **Unless otherwise indicated, do not submit supplemental information or other materials that CHP has not requested.**

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

J. Submission of Bids

1. Submission instructions

- a. Assemble an original bid package.
- b. Place bid package in a single envelope or package. Seal the envelope.
- c. Mail or arrange for hand delivery of the bid package to the Department of California Highway Patrol, Business Services Section, Contract Services Unit. Bids may not be transmitted electronically by fax or email.
- d. Regardless of postmark or method of delivery, the CHP Business Services Section, Contract Services Unit must receive the bid package by the date and time stated in section B of this IFB, entitled "Time Schedule." **CHP will not publicly open or read late bids.**
- e. Label and submit the bid package using one of the following methods.

U. S. Mail/Overnight Express or Hand Delivery:
IFB #24C535004 (Do Not Open)
Department of California Highway Patrol
Business Services Section, Contract Services Unit,
Attn: MATTHEW MACDONALD
601 N. 7 th Street
Sacramento, CA 95811
Phone: (916) 843-3610

- f. **Bidder warning**

- 1) CHP's internal processing of mail may add 48 hours or more to the delivery time. If the bid package is mailed, consider using certified or registered mail and request a receipt upon delivery.
- 2) For hand deliveries, allow sufficient time to locate parking. The building designated for hand deliveries is a secure facility; therefore, bidders are required to remain in the lobby. Bidders should notify the clerk at the front desk of the nature of their business. The clerk will notify CHP Business Services Section, Contract Services Unit. Bidders are warned not to surrender their bids in the care of a person other than CHP Contract Services Unit staff.

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

2. Proof of timely receipt

- a. Upon receipt of bid package, CHP staff will stamp each bid package/envelope with a date/time stamp or handwrite date and time and initial. If a bid package is hand delivered, CHP staff will give a bid receipt to the hand carrier upon request. Bidders are warned not to surrender their bids in the care of a person other than CHP Contract Services Unit staff.
- b. To be timely, CHP Business Services Section, Contract Services Unit must receive bid packages at the stated place of delivery no later than the time specified in section B of this IFB, entitled "Time Schedule" on the bid due date. Delivery to the CHP mailroom, to the CHP Area office, or the presence of a U.S. postmark will not serve as proof of timely delivery.
- c. CHP will deem late bid packages non-responsive.

3. Bidder costs

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

K. Bid Opening

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

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

If you are planning to attend the public bid opening, please notify the contact person listed in the cover letter of this IFB three (3) working days before the bid opening date specified in section B of this IFB, entitled "Time Schedule". If you and/or your representative require

reasonable accommodation to participate in the Public Bid Opening, you must contact the contact person identified in this solicitation and identify what reasonable accommodation(s) is required for you and/or your representative to participate.

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

L. Bid Requirements and Information

1. Non-responsive bids

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

a. Failure of a bidder to:

- 1) Meet bid format/content or submission requirements including, but not limited to, the sealing and/or labeling of the bid package.
- 2) Pass the Required Attachment/Certification Checklist review by not marking "Yes" for each item listed or by not appropriately justifying, to CHP satisfaction, all "N/A" designations.

b. If a bidder submits:

- 1) A bid that is conditional, materially incomplete or contains material alterations or irregularities of any kind to include obvious erasures.
- 2) Price information that contradicts the price/cost figures on the Bid Form or submits cost information in a format contrary to the IFB instructions.
- 3) False, inaccurate, or misleading information or falsely certifies compliance on any IFB attachment.
- c. If CHP discovers at any stage of the bid process or upon agreement award that a bidder is unwilling or unable to comply with the agreement terms, conditions and/or exhibits cited in this IFB and/or the resulting agreement.
- d. If other irregularities occur in a bid response that are not specifically addressed herein (i.e., the bidder places any conditions on performance of the scope of work, submits a counteroffer/proposal, etc.). Any deviation from the specifications may be cause for rejection of the bid.

2. Bid modifications after submission

- a. All bid packages are to be complete when submitted. However, an entire bid package may be withdrawn, and the bidder may resubmit a new bid package.
- b. To withdraw and/or submit a new bid package, follow the instructions appearing in the section L of this IFB, entitled "Bid Requirements and Information," Item 4.

3. Bid mistakes

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

4. Withdrawal and/or resubmission of bids

a. Withdrawal deadline

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

b. Submitting a withdrawal request

- 1) Submit a written withdrawal request signed by an authorized representative of the bidder.
- 2) Label and submit the withdrawal request using one of the following methods.

U.S. Mail/ Hand Delivery or Overnight Express: Withdrawal IFB #24C535004 Department of California Highway Patrol Business Services Section, Contract Services Unit, Attn: MATTHEW MACDONALD 601 N. 7 th Street Sacramento, CA 95811 Phone: (916) 843-3610
Fax: Withdrawal IFB #24C535004 Department of California Highway Patrol Business Services Section, Contract Services Unit, Attn: MATTHEW MACDONALD Fax: (916) 322-3166
E-mail: <u>Matthew.macdonald@chp.ca.gov</u>
Withdrawal IFB #24C535004 <u>Matthew.macdonald@chp.ca.gov</u>

- 3) **[For faxed requests]** Bidders must call CHP, Business Services Section, Contract Services Unit at (916) 843-3610 to confirm receipt of a faxed withdrawal request. Follow-up the faxed request by mailing or delivering the signed original withdrawal request within 24 hours after submitting a faxed request.

An originally signed withdrawal request is generally required before CHP will return/release a bid package to a bidder. CHP may grant an exception if the

bidder informs CHP that the bidder will submit a new or replacement bid package immediately following the withdrawal.

c. Resubmitting a bid package

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

5. Evaluation and selection

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

a. Bid opening/reading

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

b. Bid package review

- 1) After the bid opening and reading, bids are reviewed and evaluated. One or more evaluators will convene to review each timely bid package to confirm its responsiveness to the IFB requirements. This is a pass/fail evaluation.
- 2) If deemed necessary by CHP, additional bidder documentation may be collected to confirm the claims made by each bidder and to ensure that each bidder is responsive to all IFB requirements.
- 3) If the materials submitted by a bidder do not prove, support or substantiate the claims made on the Required Attachment/Certification Checklist, the bid will be deemed non-responsive and rejected from further consideration.
- 4) If applicable, CHP will adjust bid amounts for any claimed preference following confirmation of eligibility with Department of General Services (DGS).

c. Notice of Intent to Award

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

6. Agreement award and protests

a. Agreement award

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

b. Settlement of tie bids

- 1) In the event of a precise tie between the lowest responsive bid submitted by a certified small business or micro business and the lowest responsive bid submitted by a certified DVBE that is also a certified small business, the agreement will be awarded to the DVBE bidder per Government Code Section 14838 (f) et seq.
- 2) In the event of a precise tie between the lowest responsive bid submitted by a non-small business that was granted small business subcontractor preference and the lowest responsive bid submitted by a certified small business or micro business, the agreement will be awarded to the certified small business or micro business.
- 3) In the event of a precise tie between the lowest responsive bid submitted by a nonprofit veteran service agency (NVSA) that is a certified small business and the lowest responsive bid submitted by a certified DVBE that is also a certified small business, the agreement will be awarded to the certified DVBE.
- 4) In the event of a precise tie between the lowest responsive bid submitted by a non-small business that was granted the DVBE subcontractor incentive, and the lowest responsive bid submitted by a certified small business or micro business, the agreement will be awarded to the certified small business or micro business.
- 5) In the absence of a California law or regulation governing a specific tie, CHP will settle all other tie bids in a manner CHP determines to be fair and equitable (e.g., coin toss, lot drawing, etc.). In no event will CHP settle a tie by dividing the work among the tied bidders.

c. Protests

This solicitation will result in a public works contract awarded under the State Contract Act (PCC §10100 et seq) and is not subject to protest procedures.

7. Disposition of bids

- a. All materials submitted in response to this IFB will become the property of the Department of California Highway Patrol and, as such, are subject to the Public Records Act (GC Section 6250, et seq. and Civil Code section 1798, et seq.). CHP will disregard any language purporting to render all or portions of any bid package confidential.
- b. All documents submitted in response to this IFB, and all documents used in the selection process (e.g., review checklists, letters of intent, etc.) will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and shall be available for public inspection.

8. Inspecting or obtaining copies of bids

a. Who can inspect or copy bid materials

Any person or member of the public can inspect or obtain copies of bid materials.

b. What can be inspected/copied and when

After the bid opening, all bids, bidders list, conference sign-in/attendance sheet, checklists and/or evaluation sheets become public records. These records shall be available for review, inspection and copying during normal business hours.

c. Inspecting or obtaining copies of bid materials

Persons wishing to view or inspect any bid related materials must identify the items they wish to inspect and must schedule an inspection appointment by contacting **CHP Business Services Section, Contract Services Unit at (916) 843-3610.**

Persons wishing to obtain copies of bid materials may mail a written request to the CHP office identified below. The requestor must identify the items they wish to have copied. Materials will not be released from CHP premises for the purposes of making copies.

Unless waived by CHP, a check covering copying (hard/electronic) and/or mailing costs must be submitted to CHP prior to receiving the requested documents.

Copying costs, when applicable, are charged at a rate of **thirty cents (\$0.30)** per page for both hard/electronic copies; **fifty cents (\$0.50)** per page for copies of microfilm or computer records and **\$5.00** per disc. For computer records, each perforated section shall be considered one (1) page. CHP will fulfill all copy requests as promptly as possible. Submit copy requests as follows:

Request for Copies - IFB #24C535004

Department of California Highway Patrol
Business Services Section, Contracts Services Unit
Attn: MATTHEW MACDONALD
601 N. 7th Street
Sacramento, CA 95811
Bidders may also contact CHP at (916) 843-3610 or email
Matthew.macdonald@chp.ca.gov

9. Verification of bidder information

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

- a. Verify any, and all claims made by the bidder including, but not limited to verification of prior experience and the possession of other qualification requirements, and
- b. Check any reference identified by a bidder or other resources known by the state to confirm the bidder's business integrity and history of providing effective, efficient and timely services.

10. CHP rights

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

a. IFB corrections

- 1) CHP reserves the right to do any of the following up to the bid submission deadline:
 - a) Modify any date or deadline appearing in this IFB or the IFB Time Schedule.
 - b) Issue clarification notices, addenda, alternate IFB instructions, forms, etc.
 - c) Waive any IFB requirement or instruction for all bidders if CHP deems said requirement or instruction unnecessary, erroneous or unreasonable.
 - d) Allow bidders to submit questions about any IFB change, correction, or addenda. If CHP allows such questions, specific instructions will appear in the cover letter accompanying the document.
- 2) If applicable, CHP will mail, email, or fax written clarification notices or addenda to all persons/firms receiving this IFB.

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

b. Collecting information from bidders

- 1) If deemed necessary by CHP, CHP may request a bidder to submit additional documentation following the bid opening and/or evaluation. CHP will advise the bidders orally, via email, or in writing of the documentation that is required and the timeline for submitting the documentation. CHP will follow-up oral instructions in writing by fax, email, or mail. Failure to submit the required documentation by the date and time indicated may cause CHP to deem a bid non-responsive.
- 2) At its sole discretion, CHP reserves the right to collect, by mail, email, fax or other method, the following omitted and/or additional information.
 - a) Signed copies of any form submitted without a signature.
 - b) Data or documentation omitted from any submitted IFB attachment/form.
 - c) Information/material needed to clarify or confirm certifications or claims made by a bidder.
 - d) Information/material or form(s) needed to correct or remedy an immaterial defect in a bid package.

c. Immaterial bid defects

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

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

d. Correction of clerical or mathematical errors

- 1) At its sole discretion, CHP reserves the right to overlook, correct or require a bidder to remedy any obvious clerical or mathematical errors on a bid form.
- 2) If the correction of an error results in an increase or decrease in the total price, CHP shall give the bidder the option to accept the corrected price or withdraw their bid.
- 3) Bidders may be required to initial corrections to costs and figures on the Bid Form if the correction results in an alteration of the cost(s) offered.
- 4) If a mathematical error occurs in a total or extended price and a unit price is present, CHP will use the unit price to settle the discrepancy.

e. Right to remedy errors

CHP reserves the right to remedy errors caused by:

- 1) CHP office equipment malfunctions or negligence by agency staff.
- 2) Natural disasters (i.e., floods, fires, earthquakes, etc.).

f. No agreement award or IFB cancellation

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

g. Agreement amendments after award

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

M. Preference and Incentive Programs

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

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

- a. A responsive bidder, certified as a small/micro business in a relevant business category or type, will be granted a preference up to five percent (5%) of the lowest responsive bid. Small business means a responsive/responsible bidder that is certified by the California Department of General Services as a small business or micro business. The “service” category or business type will most likely apply to this procurement. Nonprofit Veteran Service Agencies (NVSA) are to view the instructions in section M of this IFB, entitled “Preference and Incentive Programs,” paragraph 4.
- b. In granting small/micro business preference, no bid price will be reduced by more than five percent (5%). The cost adjustment is for computation purposes only and does not alter the actual cost offered by the bidder.
- c. To be certified as a California small/micro business and eligible for a bidding preference the business concerned must meet the state’s eligibility requirements and must have submitted an application for small/micro business status no later than 5:00 p.m. on the bid submission deadline.
- d. Firms desiring small/micro business certification must obtain the Small Business Certification Application (i.e., STD 812 or other form) from DGS, OSDS, fully complete the application, and submit it to DGS as instructed in the application. Prospective bidding firms desiring small business certification assistance, may contact the Department of General Services by the following means:
 - 1) (916) 322-5060 (24-hour recording and mail requests), or
 - 2) (916) 375-4940 (Small business assistance) or (800) 559-5529 (live operator-central receptionist), or
 - 3) Internet address: <http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx> or
 - 4) Fax: (916) 375-4950, or
 - 5) Email: OSDSHelp@dgs.ca.gov

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

- a. Non-small business means a responsive/responsible bidder that is not certified by the California Department of General Services as a small business or micro business.
- b. If the tentative low bidder is not a certified DVBE or small/micro business, a bid preference up to five percent (5%) is available to a responsive non-small business claiming twenty-five percent (25%) small business subcontractor participation with one or more small businesses. This preference is authorized pursuant to Title 2, California Code of Regulations Section XX96.6 (b) and Government Code Section 14835.
- c. If a bidder claims the non-small business subcontractor preference, the bid response must identify each proposed small business subcontractor, the participation percentage amount committed to each identified subcontractor, and substantial proof

to enable verification of each subcontractor's small business status. The total small business subcontractor participation must equal no less than twenty-five percent (25%) of the total bid price or cost offered.

- d. To be granted preference, each proposed small business subcontractor must possess an active small business or micro business certification issued by the California Department of General Services, must perform a "commercially useful function" under the agreement, and the basic functions to be performed must be identified at the time of bidding.
- e. In granting the non-small business subcontractor preference, no bid price will be reduced by more than five percent (5%). The cost adjustment is for computation purposes only and does not alter the actual cost offered by the bidder.
- f. Complete **Attachment 3 (Non-Small Business Subcontractor Preference Request and Small/Micro Business Subcontractor/Supplier Acknowledgement Form)** to request the non-small business subcontractor preference.
- g. Refer to section L of this IFB, entitled "Bid Requirements and Information," Item 6 (b) to learn how tie bids will be resolved.

3. Disabled Veteran Business Enterprise (DVBE) Incentive

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

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

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

- a. Pursuant to Military and Veteran Code Section 999.50 et seq., responsive/responsible nonprofit veteran service agencies (NVSAs) claiming small business/micro business preference and verified as such in the relevant category or business type prior to the bid submission due date will be granted a preference up to five percent (5%) of the lowest responsive bid, if the lowest responsive bid is submitted by a bidder not certified as a small business/micro business. The "service" category is the business type that will most likely apply to this procurement.
- b. In granting small business preference to NVSAs, no bid will be reduced by more than five percent (5%). The preference cost adjustment is for computation purposes only and does not alter the actual cost offered by the bidder.
- c. To be eligible for the NVSA small business preference, the business concern must:
 - 1) Request preference at the time of bid submission, and

- 2) Become certified as a small business or micro business by the appropriate office of the California Department of General Services prior to the bid submission due date.
- d. Refer to section L of this IFB, entitled "Bid Requirements and Information," Item 6 (b) to learn how tie bids will be resolved.

N. Agreement Terms and Conditions

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

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

1. Resolution of differences between IFB and agreement language

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

REQUIRED ATTACHMENT CHECKLIST

Qualification Requirements. I certify that I meet the following qualification requirements:		Confirmed by CHP
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm has read and is willing to comply with the terms, conditions, and agreement exhibits addressed in the section N of the IFB, entitled "Agreement Terms and Conditions."	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm has a past record of sound business integrity and a history of being responsive to past contractual obligations. My firm authorizes the state to confirm this claim.	<input type="checkbox"/> Yes <input type="checkbox"/> No
REQUIRED ATTACHMENTS TO BE SUBMITTED WITH BID:		Confirmed by CHP
	<input type="checkbox"/> ATTACHMENT 1, Required Attachment Checklist <input type="checkbox"/> ATTACHMENT 2, Bid Form <input type="checkbox"/> ATTACHMENT 3, Non-Small Business Subcontractor Preference Request and Small/Micro Business Subcontractor/Supplier Acknowledgement Form (Write N/A on Form if not applicable) <input type="checkbox"/> *ATTACHMENT 4a, STD. 843, Disabled Veteran Business Enterprise Declarations. A Minimum 5% DVBE Participation is MANDATORY. Bids received without the minimum 5% DVBE participation will be deemed non-responsive and will be disqualified from the bidding process. SEE ATTACHMENT 4 for details and requirements. <input type="checkbox"/> ATTACHMENT 5, GSPD-05-105, Bidder Declaration <input type="checkbox"/> ATTACHMENT 6, Client References <input type="checkbox"/> ATTACHMENT 7, CCC 04/2017 – Contractor Certification Clauses <input type="checkbox"/> ATTACHMENT 8, CHP 116 - Darfur Contracting Act (If option 2 is selected, a copy of written permission from DGS must be attached) <input type="checkbox"/> ATTACHMENT 9, STD. 204, Payee Data Record <input type="checkbox"/> ATTACHMENT 9A, STD. 205, Payee Data Record Supplement <input type="checkbox"/> ATTACHMENT 10, CHP 78V, Conflict of Interest & Confidentiality Statement – Vendor <input type="checkbox"/> ATTACHMENT 11, Subcontractor's List <input type="checkbox"/> ATTACHMENT 12, Non-Collusion Affidavit <input type="checkbox"/> ATTACHMENT 13, STD. 1000 Generative Artificial Intelligence (GenAI) Reporting and Factsheet	<input type="checkbox"/> Yes <input type="checkbox"/> No
REQUIRED DOCUMENTS TO BE SUBMITTED WITH BID:		
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	California Businesses <input type="checkbox"/> Copy of a current business license issued by the government jurisdiction in which the business is located, unless no license is required. Attach an explanation if a license copy cannot be supplied or there is reason to believe no license is required.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Corporations: <input type="checkbox"/> Copy of the Certificate of Status issued by California's Office of the Secretary of State or <input type="checkbox"/> Copy of the bidding firm's <u>active</u> on-line status information downloaded from the California Business Portal website. Attach an explanation if the required documentation cannot be supplied.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Nonprofit Organizations: <input type="checkbox"/> Provide A copy of a current IRS determination letter indicating nonprofit or 501 (3) (c) tax exempt status.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes	Copy of License(s) and/or Certification(s): <input type="checkbox"/> Copy of License(s): Contractor's State License Board: C-10 Electrical Contractor License	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes	<input type="checkbox"/> Copy/Printout of Contractor's and Subcontractor(s') DIR Registration (http://www.dir.ca.gov/Public-Works/Contractor-Registration.html) *Note Contractor and its subcontractor(s) listed on the bid form must be registered with the DIR prior to submitting a bid.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Addenda (Please check all Addenda received): <input type="checkbox"/> Addendum 1 <input type="checkbox"/> Addendum 2 <input type="checkbox"/> Addendum 3 <input type="checkbox"/> Addendum 4 <input type="checkbox"/> Addendum 5	<input type="checkbox"/> Yes <input type="checkbox"/> No

Bid Form

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

Bidding Preferences Claimed (Check only the preferences claimed)

<input type="checkbox"/> Certified small business or micro business preference	Certification # _____
<input type="checkbox"/> Non-small business subcontractor preference (See ATTACHMENT 3 for details)	Certification # _____
<input type="checkbox"/> DVBE Incentive (See ATTACHMENT 4 for details)	Certification # _____

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

NOTE:

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

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

A. Uninterruptible Power Supply (UPS) Replacement Services

Location	LUMP SUM TOTAL
East Los Angeles Area Office 1601 Corporate Center Drive Monterey Park, CA 91754	\$

BASIS OF AWARD

Bidder Acknowledgment/Certification

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

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

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

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

The bidder further certifies that representations made in the bid 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 copy of the Contractor's pocket license which will be valid for the type of work to be performed under this contract and shall be in force at the time of award through the term of the contract.

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

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

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

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

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

Subcontractor acknowledgements:

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

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

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

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

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

Non-Small Business Subcontractor Preference Request

Non-Small Business Subcontractor Preference	<p>Non-small business bidders will be granted up to a five percent non-small business subcontractor preference on a bid evaluation when a responsive non-small business has submitted the lowest priced responsive bid and when a non-small business bidder:</p> <ol style="list-style-type: none"> 1. Has included in its bid a notification that it commits to subcontract at least 25 percent of its total bid price with one or more small businesses; and 2. Has submitted a timely, responsive bid; and 3. Is determined to be a responsible bidder; and 4. Lists the small businesses it commits to subcontract with for a commercially useful function in the performance of the resulting agreement.
Commercially useful function	<p>As defined in the Government Code Section 14837(d)(4)(A), a person or an entity is deemed to perform a commercially useful function if a person or entity does all of the following:</p> <ol style="list-style-type: none"> 1. Is responsible for the execution of a distinct element of the work of the contract. 2. Carries out the obligation by actually performing, managing, or supervising the work involved. 3. Performs work that is normal for its business services and functions. 4. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. 5. A subcontractor will not be considered as performing a CUF if its role is limited to that of an extra participant in a transaction, agreement, or project through which funds are passed in order to achieve the appearance of DVBE participation.
How to calculate 25 percent subcontract participation	<p>Unless otherwise instructed in the solicitation document, first determine the total dollar value or amount that will be bid for the entire agreement term, then multiply this figure by 25 percent to determine how much of the bid price must be committed to small business subcontracts that will perform commercially useful functions including but not limited to things such as labor, supplies, materials, equipment, or support services.</p>
Use of proposed subcontractors and substitution	<p>If awarded the agreement, the selected contractor must faithfully use each small business subcontractor proposed for use and identified in its preference request. Substitutions or alterations are NOT allowed after a bid is submitted. Substitutions are only allowed after agreement execution if the Contractor submits a Request for Substitution to the CHP SB/DVBE Advocate; and that request is subsequently approved/denied by the DGS.</p>
Preference and/or Incentive request instructions	<p>If preference(s)/incentive(s) are claimed, indicate this on the Bid Form and complete the appropriate Attachment identifying each small business, micro business or DVBE subcontractor that will be used in the performance of this contract. For each subcontractor identified on the appropriate Attachment, a completed and signed Small Business Subcontractor/Supplier Acknowledgment, STD 843, DVBE Bidder Declaration, and/or GSPD-05-105, Bidder declaration form must be obtained. Affix each form to the appropriate Attachment for submission with the bid response. If a signed Attachment 5 cannot be collected from each subcontractor in time for bid submission, indicate why. Submission of the appropriated signed Attachment(s) and form(s) for each subcontractor listed is a prerequisite for agreement award confirmation.</p> <p>Identify only currently certified small business, micro business, and/or DVBE subcontractors, as active certification is required and certification possession will be verified. All proposed subcontracted services must appear in the Scope of Work.</p>
Small Business Reporting Requirement	<p>If contractor made a commitment to achieve small business participation, within 60 days of receiving final payment under this solicitation, contractor MUST certify in a report entitled Final Report - Utilization of Small Business [SB] and Disabled Veteran Business Enterprise (DVBE) to CHP's Certified Business Advocate via facsimile at (916) 322-3166. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. This form can be view/downloaded at the CHP web site, www.chp.ca.gov/programs/index.html, click on Certified Business Advocate Program.</p>

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM

FOR THIS SOLICITATION, DVBE PARTICIPATION MANDATORY

**FOR THIS SOLICITATION, THE MINIMUM DVBE PARTICPATION IS
FIVE (5%) PERCENT**

PLEASE READ INSTRUCTIONS THROUGHLY

(Revised January 12, 2022)

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

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

The DVBE participation, when included in a solicitation, shall require the bidder to commit to subcontracting with a Department of General Services (DGS)-certified DVBE to perform a Commercial Useful Function (CUF) (refer to Section J, DVBE Program Definitions) of commodities and/or services of at the least minimum percentage identified elsewhere within these instructions.

INTRODUCTION: The prime contractor/bidder must comply with DVBE participation and incentive instructions to be viewed as responsive to this solicitation. Failure to submit a complete response may result in a non-responsive determination, in which case, the prime contractor/bidder will have their bid rejected and will be ineligible for an award. The prime contractor/bidder must complete the identified forms contained within this solicitation to satisfy the program requirements. Bids that fail to identify a method of DVBE participation commitment and submit all required forms will be deemed non-responsive and will have their bid rejected.

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

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

A. THE DVBE PROGRAM PARTICIPATION REQUIREMENT (PERCENTAGE/GOAL).

Pursuant to MVC 999.2, each State agency has a DVBE participation of not less than three percent. This DVBE participation applies to the **overall** dollar amount expended each year by the awarding agency. **The DVBE participation, when included in a solicitation, is MANDATORY.** The prime contractor/bidder shall be required to commit to subcontracting with a DGS-certified DVBE performing a CUF of at least the minimum DVBE participation. **If a prime contractor/bidder does not undertake DVBE participation, as specified in this solicitation, the proposed bid submitted shall be rendered non-responsive and disqualified.**

B. THE DVBE INCENTIVE. Under CCR, Title 2, 1896.99.100, PCC 10115, and MVC 999 – 999.6, the DVBE Incentive provides responsive and responsible contractors the opportunity to receive additional incentive calculations. The DVBE Incentive is applied at the time the solicitation is evaluated; and when a bidder/contractor selects a DGS-certified DVBE subcontractor to provide commodities and/or services in support of the overall contract effort. Application of the DVBE Incentive may place the bidder/contractor in line for contract award. The following are key elements of the DVBE Incentive program:

1. The DVBE Incentive is applied during the evaluation process and is **only** applied to responsive bids from responsible prime contractors/bidders proposing the required DVBE participation for the incentive specified in this solicitation.
2. When requesting the incentive application, the prime contractor/bidder must complete and return the required forms identified in Section D, Required DVBE Forms. The bidder/contractor who **fails to submit all required forms and confirm the level of DVBE participation will be ineligible for the DVBE Incentive application.**

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

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

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

2. The DVBE subcontractor/supplier identified in this bid **MUST** meet the definition of a "CUF" as defined under MVC 999-999.6. A DVBE subcontractor/supplier not meeting CUF regulations will render the responding bidder/contractor ineligible for the DVBE Incentive application.
3. When returning the solicitation to CHP, prime contractors/bidders are to include a valid DVBE subcontractor/supplier's certification for each DVBE subcontractor/supplier to be used in the performance of this contract. DVBE certification status can be verified at <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>.

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

1. DGS PD 843, Disabled Veteran Business Enterprise Declarations. A properly completed DGS PD 843, shall be included when returning the solicitation to CHP. The DGS PD 843 **MUST** be signed by each subcontractor/supplier used in the performance of this contract.
2. DGS STD 817, Prime Contractor's Certification Subcontractor Report. A properly completed DGS STD 817 form shall be promptly submitted to CHP at the end of the contract term.
3. DGS PD 05-105, Bidder Declaration. A properly completed DGS PD 05-105, if required, shall be included when returning the solicitation to CHP.

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

SAMPLE OF LOW BID METHOD - DVBE PARTICIPATION

Confirmed DVBE Participation:	DVBE Incentive:
10% or above	5%
8.00% to 9.99%	4%
7.00% to 7.99%	3%
6.00% to 6.99%	2%
5.01% to 5.99%	1%

LOW BID CALCULATIONS

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

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

Step	Action
1	Identify the net bid price of the #1 ranked bidder - Bidder A at \$8100.
2	Using the lowest bid price as the figure to calculate the 5% SB preference for all three bidders. Bidder A $\$8100 \times 0 = \0.00 ; Bidder B and Bidder C: $\$8100 \times .05 = \405
3	Determine the corresponding percentage of DVBE Incentive for all three of the bidders. Bidder A and B have 3% = \$243; Bidder C has 5% = \$405
4	Subtract the SB preference amount and/or the DVBE Incentive amount from the net bid price of all three bidders: Bidder A $\$8100 - \$243 = \$7857$; Bidder B $\$8150 - \$405 - \$243 = \7502 ; Bidder C $\$8300 - \$405 - \$405 = \7490

AWARD: The award is to Bidder C.

F. THE DVBE PARTICIPATION APPLICATION BASED ON HIGH SCORE METHOD (CCR 1896.99.120 [B]). An award based on high score shall follow the guidelines below:

1. The incentives shall not exceed five percent, nor be less than one percent of the total possible available points, not including points for socioeconomic preferences or incentives.
2. Incentive points are included in the sum of non-cost points.
3. Incentive points cannot be used to achieve any applicable minimum point requirements.
4. Incentive points may be a “desirable” administrative requirement that awards points based on amounts of participation.
5. The DVBE Incentive is calculated by multiplying the solicitation’s total points possible by the DVBE participation identified by the responding bidder/contractor. This amount is then added to the prime contractor’s total points to determine if they have the high score. Computation is for evaluation purposes only and cannot be used to achieve any applicable minimum point requirements. (Refer to CCR 1896.99.100 [d].)

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SAMPLE: HIGH SCORE METHOD - DVBE PARTICIPATION

Available points using sliding scale:	DVBE Incentive calculated as follows: Confirmed DVBE Participation	DVBE Incentive (max. points = 60):
300 points – Administrative	10% or Above	$5\% \times 600 = 30$
300 points – Technical	8.00% to 9.99%	$4\% \times 600 = 24$
600 points = Total Points	7.00% to 7.99%	$3\% \times 600 = 18$
	6.00% to 6.99%	$2\% \times 600 = 12$
	5.01% to 5.99%	$1\% \times 600 = 6$

HIGH SCORE METHOD CALCULATIONS

Bidder	A	B	C
Responsive/Responsible	Yes	Yes	Yes
Net Bid Price	\$8100	\$8150	\$8300
Eligible SB/MB Preference (5%)	None	SB	MB
SB/MB Preference Amount	\$0.00	\$405	\$405
Subtotal	\$8100	\$7745	\$7895
Initial Rank	3	1	2
Eligible DVBE Incentive	3%	3%	5%
Eligible Incentive amount	18	18	30
Evaluated Bid Price	\$8082	\$7727	\$7865
Final Rank	3	1	2

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

Step	Action
1	Identify the net bid price of the #1 ranked bidder - Bidder A at \$8100.
2	Using the lowest bid price as the figure to calculate the 5% SB preference for all three bidders: Bidder A $\$8100 \times 0 = \0.00 ; Bidder B and Bidder C: $\$8100 \times .05 = \405
3	Determine the corresponding percentage of DVBE Incentive for all three bidders; Bidder A and B has 3% = 18 points; Bidder C has 5% = 30 points.
4	Subtract the SB preference amount and/or the DVBE Incentive amount from the net bid price of all three bidders: Bidder A $\$8100 - 18 = \8082 ; Bidder B $\$8150 - \$405 - 18 = \$7727$; Bidder C $\$8300 - \$405 - 30 = \$7865$

AWARD: The award is to Bidder B.

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

1. A copy of the written notice issued to the DVBE with proof of delivery. In the absence of proof of delivery, provide the certified mail receipts.
2. A copy of the DVBE's consent or opposition to the substitution. In the absence of the consent or opposition, provide the returned and unopened certified mail.
3. The name and supplier/certificate number of the business being substituted and the name and supplier/certificate number of the proposed replacement. If a DVBE cannot be identified as a replacement, the contractor shall document the absence of DVBEs. In this case, the replacement shall be a certified small business. This documentation shall include but is not limited to:
 - (a) Contact with the SB/DVBE Advocates, CertifiedBusiness@chp.ca.gov, from awarding department and the Department of Veterans Affairs regarding the absence of DVBEs to perform the specific work.
 - (b) Search results from the Department of General Services website for DVBEs to perform the specific work.
 - (c) Communication with a DVBE Community Organization nearest the worksite regarding the absence of DVBEs, if applicable.
 - (d) Documented communication with DVBEs and small businesses describing the work to be performed, its percentage of the overall contract, the corresponding dollar amount, and their responses to the request.
4. The DVBE shall have up to five (5) business days from the postmark date to consent or oppose the substitution. A copy of the DVBE's reply shall be sent simultaneously by certified mail to the contractor and awarding department.
5. The awarding department shall review and compile the documents for submission to DGS for final approval/denial.
6. The DVBE substitution process shall not be used as an excuse for noncompliance with any provision of law. This includes, but is not limited to, the Subletting and

Subcontracting Fair Practices Act (§ 4100 et seq., Public Contract Code) or any contract requirements relating to substitution of subcontractors.

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

H. REPORTING REQUIREMENTS AND PROCEDURES.

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

Pursuant to MVC 999.7, the awarding agency is required to withhold \$10,000 from the final payment or the full payment if less than \$10,000 on contracts until the prime contractor/bidder complies with the certification requirements of MCV 999.5(d).

If the prime contractor/bidder, upon notification, does not comply with the certification requirements, the final payment is permanently deducted. The withholding applies to all procurement approaches with a DVBE subcontractor, as defined by MVC 999(b)(4).

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

- (a) Prime contractors/bidder is required to maintain records supporting the information submitted on the DGS STD 817 form.
- (b) A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation in the minimum amount of \$2,500 and the maximum amount of \$25,000. An action for a civil penalty under this subdivision may be brought by any public prosecutor in the name of the people of the State of California and the penalty imposed shall be enforceable as a civil judgment.
- (c) The DGS STD 817 is to be forwarded to the California Highway Patrol's Business Services Section, Certified Business Advocate via U. S. mail at 601 North 7 Street, Sacramento, CA 95811, electronically at Certifiedbusiness@chp.ca.gov, or facsimile at 916 322-3166, for processing and inclusion in the contract file.

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

Prime contractor/bidder is responsible for submitting the completed DGS STD 817 to the awarding agency within 60 days from the completion of the contract.

The awarding agency must give notice to prime contractor/bidder that fail to comply with the above reporting requirements. The prime contractor/bidder has 15 to 30 calendar days from date of notice to cure the defect or \$10,000 from the final payment or the full payment if less than \$10,000 is permanently deducted. The withholding applies to all procurement approaches with a DVBE subcontractor, as defined by MVC 999(b)(4).

The DGS STD 817 form shall be retained in the procurement file.

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

CHP Certified Business Advocate
E-mail: Certifiedbusiness@chp.ca.gov
Business: 916 843-3616 Facsimile: 916 322-3166

J. **DVBE PROGRAM DEFINITIONS.**

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

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

1. Is responsible for the execution of a distinct element of the work of the contract.
2. Carries out the obligation by performing, managing, or supervising the work involved.
3. Performs work that is normal for its business services and functions.
4. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.
5. A subcontractor will not be considered as performing a CUF if its role is limited to that of an extra participant in a transaction, agreement, or project through which funds are passed in order to achieve the appearance of DVBE participation.

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

Disabled Veteran – A disabled veteran, for purposes of DVBE certification eligibility, is defined as a veteran of the military, naval, or air services of the United States (US), with at

least a ten percent service-connected disability and who is a resident of the State of California.

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

1. Any person or entity that satisfies the ownership (or management) and control requirements of CCR 1896.61(f); is certified in accordance with CCR 1896.70; and provides services or commodities that contributes to the fulfillment of the contract requirements by performing a CUF.
2. Sole proprietorship owned by a disabled veteran; or a firm or partnership, 51 percent of the stock or partnership interests of which are owned by one or more disabled veterans.
3. Managed by and with the daily business operations controlled by one or more disabled veterans.
4. Sole proprietorship, corporation, or partnership with its home office located in the US which is not a branch or subsidiary of a foreign corporation, firm or other business.

DGS PD 843, DVBE Declarations – Upon award of a contract the prime contractor/bidder shall forward a copy of the DGS PD 843, DVBE Declaration to the DVBE subcontractor(s)/supplier(s) for completion and return to the bidder. Bidder must submit the completed DGS PD 843 at the same the bid is submitted to CHP. Bidders awarded a contract are contractually obligated to use the DVBE subcontractor/supplier for the work identified unless the DGS agrees to a substitution. The CHP shall be notified in writing that a substitution is requested, in turn, CHP shall forward all DVBE substitution request to DGS for final approval.

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

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

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

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

SECTION 1

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

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

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____
(FOR STATE USE ONLY)**SECTION 2****APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.**

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

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

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

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

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

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

Firm/Principal Phone: _____ Address: _____

SECTION 3**APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.**

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

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

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

(Printed Name) _____ (Signature) _____ (Date Signed) _____

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

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

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

BIDDER DECLARATION

1. Prime bidder information (**Review attached Bidder Declaration Instructions prior to completion of this form**):
 - a. Identify current California certification(s) (MB, SB, NVSA, DVBE): _____ or None (If "None", go to Item #2)
 - b. Will subcontractors be used for this contract? Yes No (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.
- c. If you are a California certified DVBE:
 - (1) Are you a broker or agent? Yes No
 - (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes No N/A

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

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

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

BIDDER DECLARATION Instructions

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

- 1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:
 - Microbusiness (MB)
 - Small Business (SB)
 - Nonprofit Veteran Service Agency (NVSA)
 - Disabled Veteran Business Enterprise (DVBE)
- 1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

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

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

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.
- 1.c. This item is only to be completed by businesses certified by California as a DVBE.
 - (1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.
 - (2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."
2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.

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

2. (continued) Column Labels

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

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

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

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

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

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

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

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

Enter "N/A" if the:

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

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

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

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

Client References

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

REFERENCE 1

Name of Firm

Street address	City	State	Zip Code
Contact Person	Telephone number ()		
Dates of service	Value or cost of service		
Brief description of service provided			

REFERENCE 2

Name of Firm

Street address	City	State	Zip Code
Contact Person	Telephone number ()		
Dates of service	Value or cost of service		
Brief description of service provided			

REFERENCE 3

Name of Firm

Street address	City	State	Zip Code
Contact Person	Telephone number ()		
Dates of service	Value or cost of service		
Brief description of service provided			

If three references cannot be provided, explain why:

CCC 04/2017

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. **SWEATFREE CODE OF CONDUCT:**

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

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

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

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

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



STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

DARFUR CONTRACTING ACT CERTIFICATION

CHP 116 (Rev. 4-11) OPI 076

Darfur Contracting Act Certification

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

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

Completion Instructions:

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

Bidding Firm's Claim (Check One):

The Bidding Firm does not currently have, and our firm has not had within the previous three years, business activities or other operations outside of the United States.
OR
 The Bidding Firm claims it is a "scrutinized" company as defined in Public Contract Code section 10476, but the bidding firm has received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b).
Include a copy of the written permission issued by the Department of General Services with this attachment.
OR
 The Bidding Firm currently has, or has had within the previous three years, business activities or other operations outside of the United States. However, the Bidding Firm claims it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Certification

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

NAME OF BIDDING FIRM

Signature	DATE SIGNED
PRINTED/TYPED NAME	TITLE

PAYEE DATA RECORD

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

STD 204 (Rev. 10/2019)

IFB #24C535004

ATTACHMENT 9

1	<p>INSTRUCTIONS: Type or print the information. Complete all information on this form. Sign, date, and return to the state agency (department/office) address shown in Box 6. Prompt return of this fully completed form will prevent delays when processing payments.</p> <p>Information provided in this form will be used by California state agencies to prepare Information Returns (Form 1099). See next page for more information and Privacy Statement.</p> <p>NOTE: Governmental entities, i.e. federal, state, and local (including school districts), are not required to submit this form.</p>													
2	<p>BUSINESS NAME (As shown on your income tax return)</p> <p>SOLE PROPRIETOR, SINGLE MEMBER LLC, INDIVIDUAL (Name as shown on SSN or ITIN) Last, First, MI E-MAIL ADDRESS</p> <p>MAILING ADDRESS</p> <p>BUSINESS ADDRESS</p> <p>CITY STATE ZIP CODE CITY STATE ZIP CODE</p>													
3 PAYEE ENTITY TYPE CHECK ONE BOX ONLY	<p>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <input type="text"/> + <input type="text"/></p> <p><input type="checkbox"/> PARTNERSHIP</p> <p><input type="checkbox"/> ESTATE OR TRUST</p> <p>CORPORATION:</p> <p><input type="radio"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)</p> <p><input type="radio"/> LEGAL (e.g., attorney services)</p> <p><input type="radio"/> EXEMPT (nonprofit)</p> <p><input type="radio"/> ALL OTHERS</p> <p>ENTER SSN OR ITIN: <input type="text"/> + <input type="text"/></p> <p><input type="checkbox"/> SOLE PROPRIETOR, INDIVIDUAL, OR SINGLE MEMBER LLC (Disregarded Entity)</p> <p><i>Social Security Number (SSN) or Individual Taxpayer Identification Number (ITIN) are required by authority of California Revenue and Tax Code sections 18646 and 18661)</i></p>					<p>NOTE: Payment will not be processed without an accompanying taxpayer identification number.</p>								
4 PAYEE RESIDENCY STATUS	<p><input type="checkbox"/> CALIFORNIA RESIDENT - Qualified to do business in California or maintains a permanent place of business in California.</p> <p><input type="checkbox"/> CALIFORNIA NON RESIDENT (see next page for more information) - Payments to nonresidents for services may be subject to state income tax withholding.</p> <p><input type="radio"/> No services performed in California.</p> <p><input type="radio"/> Copy of Franchise Tax Board waiver of state withholding attached.</p>													
5	<p>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.</p> <table border="1"> <tr> <td>AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</td> <td>TITLE</td> <td>TELEPHONE (include area code)</td> </tr> <tr> <td>SIGNATURE</td> <td>DATE</td> <td>E-MAIL ADDRESS</td> </tr> </table>					AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE	TELEPHONE (include area code)	SIGNATURE	DATE	E-MAIL ADDRESS			
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SIGNATURE	DATE	E-MAIL ADDRESS												
6	<p>Please return completed form to:</p> <table border="1"> <tr> <td>DEPARTMENT/OFFICE</td> <td>UNIT/SECTION</td> </tr> <tr> <td>MAILING ADDRESS</td> <td>TELEPHONE (include area code)</td> <td>FAX</td> </tr> <tr> <td>CITY</td> <td>STATE</td> <td>ZIP CODE</td> <td>E-MAIL ADDRESS</td> </tr> </table>					DEPARTMENT/OFFICE	UNIT/SECTION	MAILING ADDRESS	TELEPHONE (include area code)	FAX	CITY	STATE	ZIP CODE	E-MAIL ADDRESS
DEPARTMENT/OFFICE	UNIT/SECTION													
MAILING ADDRESS	TELEPHONE (include area code)	FAX												
CITY	STATE	ZIP CODE	E-MAIL ADDRESS											

PAYEE DATA RECORD

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

STD 204 (Rev. 10/2019)

IFB #24C535004

ATTACHMENT 9

	Requirement to Complete the Payee Data Record, STD 204
1	<p>A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.</p> <p>Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).</p>
2	<p>Enter the payee's legal business name. The name must match the name on the payee's tax return as filed with the federal Internal Revenue Service. Sole proprietorships and single member limited liability companies (LLCs) must also include the owner's full name. An individual must list his/her full name as shown on the SSN or as entered on the W-7 form for ITIN. The mailing address should be the address at which the payee chooses to receive correspondence. The business address is the address of the business' physical location.</p>
3	<p>Check only one box that corresponds to the payee business type. Corporations must check the box that identifies the type of corporation.</p> <p>The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by the R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.</p> <p>Payees must provide one of the following TINs on this form: social security number (SSN), individual taxpayer identification number (ITIN), or federal employer identification number (FEIN). The TIN for sole proprietorships, single member LLC (disregarded entities), and individuals is the SSN or ITIN. Only partnerships, estates, trusts, corporations, and LLCs (taxed as partnerships or corporations) will enter their FEIN.</p>
4	<p>Are you a California resident or nonresident?</p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <p>Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, email address, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the state agency requesting the STD 204.</p>

Privacy Statement

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

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

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

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

STATE OF CALIFORNIA – STATE CONTROLLERS OFFICE

PAYEE DATA RECORD SUPPLEMENT

(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.) STD 205 (New 03/2021)

Payee Information (must match the STD 204)

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

Additional Remittance Address Information

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

1 REMITTANCE ADDRESS (number, street, apt or suite no.)

CITY	STATE	ZIP CODE
------	-------	----------

2 REMITTANCE ADDRESS

CITY	STATE	ZIP CODE
------	-------	----------

3 REMITTANCE ADDRESS

CITY	STATE	ZIP CODE
------	-------	----------

4 REMITTANCE ADDRESS

CITY	STATE	ZIP CODE
------	-------	----------

5 REMITTANCE ADDRESS

CITY	STATE	ZIP CODE
------	-------	----------

Additional Contact Information

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

1 CONTACT NAME

TELEPHONE (Include area code)	EMAIL
-------------------------------	-------

2 CONTACT NAME

TELEPHONE	EMAIL
-----------	-------

3 CONTACT NAME

TELEPHONE	EMAIL
-----------	-------

Certification

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

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

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

(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.) STD 205 (New 03/2021)

GENERAL INSTRUCTIONS

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

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

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

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

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

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

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

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

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

PRIVACY STATEMENT

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

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

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

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

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT - VENDOR

CHP 78V (Rev. 4-11) OPI 076

OPI CONTRACT/REQUISITION NUMBER

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

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

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

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

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

NAME OF COMPANY

NAME OF COMPANY REPRESENTATIVE

TITLE

SIGNATURE OF COMPANY REPRESENTATIVE

DATE



SUBCONTRACTORS LIST

Listed hereinafter is the name and address, Contractor's license numbers, expiration dates, and percentage of work to be provided of each subcontractor who will be employed by Contractor if this bid is accepted who will be employed and the kind of work which each will perform in carrying out the aforementioned project. I understand that under California Public Contract Code Sections 4100 through 4108, I **MUST** clearly set forth the name and address of each subcontractor who will perform work or labor or render service to me in or about the site of work and that as to any work in which I fail to do, I agree to perform that portion myself or be subjected to penalty under the Subletting and Subcontracting Fair Practices Act. The prime Contractor must provide the majority of the services under this contract, material vendors are not included.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, in the format outlined below, shall be attached hereto and made a part of the bid proposal.

Kind of Work	Percent/Portion of Work to be Performed	Type of License and Number	Subcontractor Name and Address

NONCOLLUSION AFFIDAVIT

State of California)
) ss
County of _____)

_____, being first duly sworn, deposes and
(Name of Individual)

says that he/she is _____ of
(Position Title)

(Company Name)

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/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: _____ Signature _____

NOTARY PUBLIC SIGNATURE AND NOTARIAL SEAL

Subscribed and sworn to before me on , 20 .

Notary Signature

Generative Artificial Intelligence (GenAI) Reporting and Factsheet

Section 1: Bidder / Offeror / Contractor Information

Solicitation / Contract	Number Bidder ID / Vendor ID (optional)		
Business Name	Business Telephone Number		
Business Address	City	State	Zip Code
Contract / Description of Purchase			

Section 2: Disclosure and Factsheet

Will you and/or your subcontractor(s) be using or offering GenAI technology, model, service, or system (collectively, "product")? **Yes** **No** (If no, skip to Signature section of this form.)

If yes, provide details regarding the GenAI system. See *GenAI Reporting and Factsheet Instructions* at the end of this form for more information.

Failure to provide information requested on this form may result in disqualification or may void any resulting contract.

1. GenAI Model Name, LLM Version (including number of parameters) & list ALL model names/owners for the solution or offering	
---	--

2. (GenAI powered, or driven), applications / product owner	
3. Product Description	
4. Use Case(s)	
5. Intended Information Domain	
6. Explain how the GenAI system is not adversely affecting decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.	

Signature

By signing this document, I have identified and reported any GenAI use in the performance of this contract. If any new or previously unreported GenAI use is identified in the future in the performance of this contract, we will complete and submit to the State an updated STD 1000.

Signature

Date

Submit completed form to the awarding department

GenAI Reporting and Factsheet Instructions

Please use the following definitions and instructions to complete the GenAI Reporting and Factsheet:

1. GenAI Model Name, LLM Version (including number of parameters) & list ALL model names/owners for the solution or offering
 - a. Definition: The unique identifier or name assigned to the specific GenAI model or service.
 - b. Purpose: Allows users to refer to and distinguish between different GenAI models.
2. (GenAI powered, or driven), applications/product owner:
 - a. Definition: The name of the organization or entity responsible for creating or deploying the GenAI model or service.
 - b. Purpose: Helps identify the source and accountability for the GenAI system.
3. Product Description:
 - a. Definition: A concise summary of the GenAI model's purpose, functionality, and key characteristics.
 - b. Purpose: Provides a high-level understanding for users and stakeholders.
4. Use Case(s):
 - a. Definition: The intended use or goal of the GenAI model (e.g., image recognition, natural language processing, text summarization).
 - b. Purpose: Helps users assess whether the GenAI model aligns with their needs.
5. Intended Information Domain:
 - a. Definition: The context, subject matter, or domain for which the GenAI model is designed to operate effectively.
 - b. Purpose: Helps users determine if the GenAI model is suitable for their specific use case.
6. Adverse Impact:
 - a. Explain below how you are ensuring the GenAI system is not adversely affecting decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.
7. Signature:
 - a. The signatory for the Contract shall also sign the STD 1000

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
24C535004

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTOR NAME

TBD Upon Award

2. The term of this Agreement is:

START DATE

12/01/2024 or Upon Approval, Whichever is Later

THROUGH END DATE

11/30/2024

3. The maximum amount of this Agreement is:

TBD Upon Award

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions (04/2017)	*
+ - Exhibit D	Special Terms and Conditions - Public Works	19
+ - Exhibit E	Insurance Requirements	2

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

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

CONTRACTOR

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

TBD Upon Award

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)	
24C535004		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS 611 North 7th St.	CITY Sacramento	STATE CA	ZIP 95811
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PRINTED NAME OF PERSON SIGNING	TITLE
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CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) SCM Vol 1 4.04, A.2
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EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

The California Highway Patrol's (CHP) **East Los Angeles Area office** is in need of **Replacement and Installation of Uninterrupted Power Supply (UPS) Unit**. Contractor agrees to provide the services described herein: furnish all supplies, materials, tools, equipment, labor, personnel, and supervision; pay all taxes, insurance, bonds, license and permit fees, travel to and from services site, activation fee (if applicable) and all other direct and indirect costs necessary to **install and replace UPS Unit Services**.

1. Contractor shall install and replace UPS connected the Veeder Root on site as per this Scope of Work.
2. License Requirement: Contractors State License Board (CSLB) C-10, Electrical Contractor.
3. The services shall be performed at:
CHP East Los Angeles Area Office
1601 Corporate Center Dr.
Monterey Park, CA 91754
4. Work is to be performed during normal business hours; Monday through Friday 8:00 a.m. to 5:00 p.m. excluding State holidays.
5. The Project Representatives during the term of this Agreement will be:

STATE AGENCY California Highway Patrol, Facilities Section	CONTRACTOR TBD Upon Award
ATTENTION Christina MacAdam, ABMA	ATTENTION
ADDRESS P.O. Box, Sacramento, CA 94298-0001	ADDRESS
TELEPHONE NUMBER (916) 843-3800	EMAIL
EMAIL chp-fueltank@chp.ca.gov	

Direct all inquiries to:	
STATE AGENCY Department of California Highway Patrol	CONTRACTOR TBD
SECTION/UNIT Business Services Section	SECTION/UNIT
ATTENTION Christina MacAdams, Facilities Section	ATTENTION
ADDRESS 601 N. 7 th Street, Sacramento, CA 95811	ADDRESS
TELEPHONE NUMBER (916) 843-3818	TELEPHONE NUMBER
EMAIL chp-fueltank@chp.ca.gov	EMAIL

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK (continued)

6. CONTRACTOR SHALL:

- A. Apply for all necessary permits.
- B. Remove existing non-shielded cable.
- C. Pull new shielded cable through existing conduits and install for all five sensors.
- D. Remove existing sensor module and replace with new sensor module.
- E. Perform a pre-test to verify success of repairs.
- F. Perform final Monitor Certification, witnessed by Sacramento County Fire Inspector.
- G. Provide the close out documentation to the CHP and the Sacramento County Fire Department.
- H. Remove and dispose of all debris daily and ensure area is clean upon job completion.
- I. Terminate power to existing Emerson UPS Model: GXT4-208V-6000RTL630 UPS.
- J. Install New Comparable UPS (Current Model: Energy Star® 2.0 certification; high efficiency in online (95%) and Active ECO (98%) modes)
- K. Replace TLS 350 with new TLS 450 and software.
- L. Connect power to new UPS system.
- M. Commission and Test new UPS system for power and battery back-up. (Please note once installed it may take a day or so for the back-up battery to fully charge and a second mobilization will be required to commission and test the new UPS.)
- N. Test the veeder root and fuel system to identify any defects resulting from the loss of power.

7. WARRANTY:

- A. The contractor shall provide a one (1) year warranty on workmanship.

8. DEFICIENCIES:

- A. Notify on-site CHP contact and Facilities Coordinator of any deficiencies within forty-eight (48) hours.

9. COMPLETION CRITERIA:

- A. All work shall be completed within sixty (60) days once the starting date has been established.

10. MISCELLANEOUS REPAIRS:

- A. There are no monies in this contract for miscellaneous repairs. If, during the replacement of the services, the need for repair of state-owned equipment is discovered, the Contractor shall provide a detailed proposal to repair the equipment. This will include a list of equipment needing repair, all parts required, cost per item, substantiation of MSRP, the estimated number of hours required to complete the repairs, and applicable sales tax. No repair or replacement can be charged to this contract. The CHP will seek proposals according to state contracting or purchasing codes at which time the Contractor may participate in the process.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the State agrees to compensate Contractor in accordance with the rates specified herein.
- B. Contractor agrees to submit one (1) original and one (1) copy of all invoices, clearly indicating the Agreement number to:

Christina MacAdams, Facilities Coordinator
Facilities Section
601 N. 7th Street
Sacramento, CA 95811

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

2. BUDGET CONTINGENCY CLAUSE

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

3. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. RATE SCHEDULE

- A. Upon satisfactory completion, CHP agrees to pay Contractor in arrears, a lump sum of **\$TBD** for Uninterruptable Power Supply (UPS) Replacement services at the CHP East Los Angeles Area office.
- B. If applicable, recycling amount collected shall be deducted from the invoice and, any and all manifests received from recycler shall accompany the related invoice(s).

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS – PUBLIC WORKS

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.

A. EXPATRIATE CORPORATIONS

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

B. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Contractor advanced written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS – PUBLIC WORKS

C. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) TECHNOLOGY USE & REPORTING

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk, or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

D. PERMITS AND LICENSES

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

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

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

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

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

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS – PUBLIC WORKS

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

E. PERMITS AND CERTIFICATIONS FROM STATE BOARD OF EQUALIZATION

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

F. BONDS

If the contract price exceeds twenty-five thousand dollars (\$25,000), the Contractor 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 the STD 807 form, Payment Bond to Accompany Construction Contract, provided to the Contractor by CHP before execution of the contract.

If progress payments are provided for in the bid and the contract amount exceeds ten thousand dollars (\$10,000), 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.

G. PREVAILING WAGE RATES AND WORK HOURS

The Director of the Department of Industrial Relations has ascertained general prevailing wage rates in the county in which the work is to be performed. The rates of prevailing wage are determined by the Department of Industrial Relations, Labor Statistics and Research. The Prevailing Wage Rates as specified by the Department of Industrial Relations (DIR) are

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS – PUBLIC WORKS

available on the DIR Web site, www.dir.ca.gov/DLSR/Pwd.

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

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

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

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.

H. PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM

1. In accordance with the provisions of Code of Regulations Title 8, Section 16000, the Department of Industrial Relations has ascertained the work for this project to be performed as a public work. Refer to <http://www.dir.ca.gov/8/16000.html>.
2. No Contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)].
3. No Contractor or Subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.
4. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Refer to <http://www.dir.ca.gov/Public-Works/SB854.html> for more information.
5. Contractor shall maintain its registration with the Department of Industrial Relations per the requirements set forth in Labor Code 1725.5 (a)(1) during the term of this Agreement.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS – PUBLIC WORKS

I. APPRENTICES

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

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

2. PAYMENT RECORDS

The Contractor and each subcontractor shall keep an accurate payroll record showing overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or subcontractor in relation with the work. Payroll records shall be certified and shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as those forms. Upon written request by the State, the Contractor's and Subcontractor's certified payroll records shall be furnished within ten (10) days. The Contractor's and Subcontractor's certified payroll records shall be available for inspection at the principal office of the Contractor in accordance with California Labor Code section 1776.

3. AIR POLLUTION

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

4. EMPLOYMENT OF UNDOCUMENTED ALIENS

No State agency or department, as defined in Public Contract Code § 10357, that is subject to this code, shall award a public works contract to a bidder or Contractor, nor shall a bidder or Contractor be eligible to bid for or receive a public works contract, whom has, in the preceding five (5) years, been convicted of violating a State or Federal law regarding the employment of undocumented aliens. See Public Contract Code § 6101.

5. CONTRACTOR'S WAIVER

Neither the State nor any of its officers or employees shall be liable for: loss or damage to the

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS – PUBLIC WORKS

Contractor's work or any part thereof or to any of the materials used in performing the work; injury to any person(s), either workers or the public and for damage to property due to the Contractor's intentional or negligent acts that might have been prevented by the Contractor or anyone employed by him/her. In addition to any remedy authorized by law, any money due the Contractor under the contract may be retained by the State until final disposition of the lawsuit, legal action(s) or claims. This provision shall not be construed as precluding the State from enforcing any right to offset any current contract the Contractor may have with the State as to any money owed to the State.

6. PRESERVATION AND CLEANING

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

7. TERMINATION OF CONTRACTOR'S CONTROL

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

8. 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.

9. LIQUIDATED DAMAGES

Contractor shall forfeit to the State as liquidated damages, One Hundred Dollars (\$100.00) for each calendar day, or option thereof, which is delayed beyond the established work schedule, to be deducted from any payments due or to become due to the Contractor.

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 performance of the work caused by acts of God, the public enemy, fire, flood, epidemics, quarantine restrictions, strikes, freight embargoes, unusual action of the elements or delays of subcontractors due to such causes, provided that the Contractor shall notify the State in writing of the causes of delay within five (5) days from the beginning of any such delay and within five (5) days of the end of any such delay.

If the work is not completed within the time required, damage will be sustained by the State. It is and will be impractical and extremely difficult to ascertain and determine the actual damage the State will sustain because of such delay. It is, therefore, agreed that the Contractor will pay the State the sum of money stipulated per day stated herein for delay in completing the work beyond the time prescribed.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS – PUBLIC WORKS

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.

10. PERSONNEL

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

11. SUBCONTRACTOR/CONSULTANT INFORMATION

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

- A. Contractor, as well as any and all subcontractors, is required to be properly licensed for the scope of work performed under this Agreement.
- B. All subcontractors and/or consultants and their employees engaged in work to fulfill this Agreement shall be considered as employees of the Contractor. Contractor shall give personal attention to fulfillment of this Agreement and shall maintain control over the work provided. Should any subcontractor fail to complete a portion of the work in a manner satisfactory to CHP, Contractor shall correct the defective work and/or materials at no additional expense to the CHP.
- C. CHP shall not entertain requests to arbitrate disputes among subcontractors or between Contractor and subcontractors concerning responsibility of performing any part of the work. Contractor is responsible for all work performed under this Agreement.
- D. CHP assumes no responsibility for the payment of subcontractors. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of work relating to this Agreement.
- E. Contractor shall ensure that all subcontracts for services include provisions requiring compliance with applicable terms and conditions specified in this Agreement and all exhibits incorporated by reference.
- F. Additionally, the Contractor shall notify the Department of California Highway Patrol, Business Services Section, Contract Services Unit, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS – PUBLIC WORKS

12. BUILDING SECURITY REQUIREMENTS

All personnel who are assigned to the contract will be subject to a driver license and fingerprint check through the California Criminal History Information System and/or Federal Bureau of Investigation, as needed, before access to a CHP facility is authorized.

The Area commander shall be provided with the names of personnel who will be working in the State building or grounds.

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

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

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

13. CONTRACTOR FACILITY CHECK-IN

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

14. CONDUCT OF WORK AND PERSONNEL

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

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS – PUBLIC WORKS

- B. The State reserves the right to do other work in connection with the project or adjacent thereto by contract or otherwise. The Contractor shall at all times conduct his/her work so as to impose no hardship on the State, others engaged in the work or to cause any unreasonable delay or hindrance. Where two or more Contractors are employed on related or adjacent work, each shall conduct his/her operations in such manner as not to cause delay or additional expense to the other.
- C. All construction equipment required for execution of the work and all labor, power and signals required for the installation, operation and maintenance of such equipment shall be provided by the Contractor. The Contractor shall obtain all necessary measurements for the work and shall check dimensions, levels and any existing construction and layout and supervise his/her construction accordingly. Measurements and quantities on the Plans are to be verified by the Contractor.
- D. Contractor shall make provisions to accomplish the work of the contract without undue interruption of services. Interruption of any services for the purpose of making or breaking a connection shall be made only after consultation with the State and shall be at such time and of such duration as may be directed.
- E. Contractor's activities on State property shall be confined to spaces, areas, roads and locations as directed by the State.
- F. Parking arrangements for Contractor's personnel shall be made through the State.
- G. The Contractor shall be responsible for providing sanitary facilities for their personnel rental or by coordinating arrangements with CHP.
- H. All vehicles, equipment and ladders shall be secured when not in use. Keys shall not be left in any vehicles or equipment when not in use. The State will not be responsible for loss of tools, equipment, or materials.
- I. No firearms, narcotics, drugs, intoxicants, or other restricted materials shall be allowed on the premises.

15. SUPERVISION

- A. Contractor shall arrange for satisfactory supervision of the Agreement work and shall bring to the attention of the CHP any problems that should be corrected, including preventative maintenance. This is not a responsibility for the CHP.
- B. All work shall be performed in a professional manner within the standards of the industry, using proper equipment, methods, materials and certified personnel. Contractor will be liable for any damage to the property or its contents through negligence on the part of Contractor or his/her staff.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS – PUBLIC WORKS

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

16. CONTRACTOR'S RESPONSIBILITY FOR WORK

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

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

17. WORK AREA

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

18. EQUIPMENT

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

19. UTILITIES

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

20. INSPECTION

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

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may make the necessary arrangements.

21. 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.

22. LIABILITY FOR NONCONFORMING WORK

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

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

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23. 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.

24. CANCELLATION

- A. CHP reserves the right to cancel this Agreement without cause, upon thirty (30) calendar days advance written notice to the Contractor.
- B. CHP may, at its option, immediately cancel the Agreement if any emergency arises which causes the closure of the facility.
- C. CHP reserves the right to cancel or terminate this Agreement immediately for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this Agreement.
- D. Agreement cancellation/termination shall be effective as of the date indicated in notification from CHP to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early cancellation/termination, Contractor shall be entitled to compensation for services performed satisfactorily under this Agreement and expenses incurred up to the date of cancellation in support of this Agreement.

25. CONTRACT SUSPENSION

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a Federal or State regulatory agency, mandating the suspension of State contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. During the period of contract suspension, Contractor is not entitled to any payment for the suspended work. Once the order suspending State contracts has been lifted, a formal letter from the Department will be issued to the Contractor to resume work.

26. CONFIDENTIALITY OF DATA

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

If the methods and procedures employed by the Contractor for the protection of the Contractor's

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

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

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

27. 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.

28. PATENTS

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

29. 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.

30. STOP NOTICE AND CLAIMS

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

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31. TAX

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

32. TAX DELINQUENCIES CONTRACT BAN

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

33. ACCIDENT PREVENTION

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

34. 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.

35. 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.

36. 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

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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.

37. FINAL PAYMENT

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

38. HAZARDOUS MATERIALS

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

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

39. 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.

40. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)

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

In the event the Agreement is amended to increase the amount, Contractor will be required to comply with the Department's DVBE participation requirement for the amended amount.

Contractor agrees that the State or its delegate will have the right to review, obtain, and copy all records pertaining to performance of the Agreement. Contractor agrees to provide the State or its

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delegate with any relevant information requested and shall permit the State or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees, inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Section 10115 et seq., and Title 2, California Code of Regulations (CCR), Section 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the Agreement (Title 2, CCR Section 1896.75).

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

DVBE REPORTING REQUIREMENTS - IF APPLICABLE.

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

- A. Upon completion of an awarded contract for which a commitment to achieve a DVBE goal was made, the awarding agency is required to submit and collect from the prime contractor that entered into a contract with a DVBE subcontractor the prime Contractor's DVBE DGS STD 817 form certifying all payments have been made to DVBE subcontractors pursuant to MVC 999.5.
- B. Pursuant to MVC 999.7, the awarding agency is required to withhold \$10,000 from the final payment or the full payment if less than \$10,000 on contracts until the prime contractor complies with the certification requirements of MVC 999.5(d). If the prime contractor, upon notification, does not comply with the certification requirements, the final payment is permanently deducted. The withholding applies to all procurement approaches with a DVBE subcontractor, as defined by MVC 999(b)(4).
- C. Notwithstanding any other law, an awarding agency shall not withhold more than the amount specified on the final payment of any DVBE contract for the purposes of ensuring compliance with the certification requirements of MVC 999.5.
 - 1) Prime contractor is required to maintain records supporting the information submitted on the DGS STD 817 form. The DGS STD 817 form can be downloaded at:
<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std817.pdf>.
 - 2) A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation in the minimum amount of \$2,500 and the maximum amount of \$25,000. An action for a civil penalty under this subdivision may be brought by any public prosecutor in the name of the people of the State of California and the penalty imposed shall be enforceable as a civil judgment.

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

41. 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, 14839, 14842, 14842.5 and MVC Sections 999, 999.6, 999.9.

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

42. DVBE REPLACEMENT REQUEST

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

43. DEBRIS AND RECYCLE

To comply with Public Resources Code (PRC) Section 42921 (a) and (b) and PRC Section 42926, all Contractors shall contain, in a confined area away from CHP worksite, all trash and debris generated from Janitorial, Landscape, Electrical, Plumbing, Painting and/or General Construction projects and dispose of debris at no additional cost to the CHP. All work areas shall always be kept clean, safe, and orderly. At the completion and approval of work, Contractor shall remove all debris and surplus materials resulting from the project, dispose of it, and leave the site clean, safe, and orderly, at no additional cost to the CHP. Documentation of debris disposal will be given to the CHP Project Representative at the completion of each project or billing cycle. ALL MATERIALS MUST BE RECYCLED WHENEVER POSSIBLE, AT THE CLOSE OF A PROJECT.

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ALL MONIES COLLECTED FROM THE RECYCLING OF MATERIALS FROM A CHP SITE SHALL BE REMITTED BACK TO THE CHP, unless otherwise noted. A copy of the waste manifest or refuse report is to be kept in the waste diversion report binder. (Note: The cost for disposal is for record keeping and is not to be construed as a permission to bill the CHP for these costs.)

44. INABILITY TO PROVIDE SERVICES

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

45. DEFAULT

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

46. DISPUTE

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

47. REJECTION

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

48. RIGHT TO BAR

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

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49. SECURITY

- A. Contractor's employees are not authorized to open, use, access, look, read, remove or copy any documents or records. Contractor shall not use, access or disturb cabinets, files, desks, computers, copy machines, fax machines, folders, papers, books, telephones, calculators, kitchen appliances, or CHP employee's personal property. Failure to adhere to this security policy may result in immediate termination of the Agreement.
- B. Contractor will not let visitors come into the building (including CHP employees) after the doors are locked. Building admittance is restricted to employees of Contractor who have been assigned to this location and previously introduced to CHP Project Representative. Individuals who have not been assigned to perform services at this location (i.e., children, family members or friends of Contractor or Contractor's employees) are strictly forbidden from entering the building and secured areas when cleaning the building. Failure to adhere to this requirement will result in immediate termination of this Agreement.

50. SECURITY BREACH

- A. Any security breach by Contractor or Contractor's employees such as leaving the facility without fully securing all entrances or exits and arming the alarm system or allowing unauthorized access to the premises may result in immediate termination of the Agreement. Contractor will be notified by telephone by CHP Project Representative, immediately followed by written notification.
- B. Building keys in Contractor's possession at the termination of this Agreement shall be returned to CHP Project Representative within twenty-four (24) hours from the termination of this Agreement. Contractor agrees that the costs for unreturned keys and consequential costs shall be deducted from any sums owed Contractor against this or any other active agreement with CHP. For example, a Contractor's failure to return keys will result in an assessment of costs for the re-keying of the office and the cost of reissuing keys.

51. STATE HOLIDAYS

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

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INSURANCE REQUIREMENTS

1. Contractor shall, without expense to CHP or the state, maintain or cause to be maintained and in effect, at all times during the term of the agreement, with insurers of recognized reputation and responsibility, a valid certificate of Commercial General Liability Insurance with the following State of California requirements:
 - A. The certificate of insurance shall state an amount of Commercial General Liability of no less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.
 - B. If applicable, the certificate of insurance shall state an amount of Automobile Liability of no less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.
 - C. If applicable, the certificate of insurance shall state an amount of Pollution Liability of no less than \$1,000,000 per occurrence, which shall provide for work performed on-site as well as during the transport of hazardous materials. (Applicable only when services involve handling of toxic or hazardous substances).
 - D. Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required.
 - E. Contractor shall acquire and submit to CHP, and thereafter maintain for the contract term and any extension thereof, an original fidelity bond in an amount not less than \$25,000, to cover any loss to the State due to any fraudulent or dishonest act on the part of the Contractor, its agents and employees and its subcontractors, or any officer, employee, or agent thereof. (Applicable only to janitorial services agreement).
2. Contractor shall provide a certificate of insurance evidencing the below prior to the scheduled performance of the agreement. All Certificates of Insurance identified below shall indicate CHP contract number and be submitted to:

**Department of California Highway Patrol or
Business Services Section
Contract Services Unit
Attn: Matthew Macdonald
Post Office Box 942898
Sacramento, California 94298-0001**

**To expedite processing,
certificates may be emailed to:
Matthew.macdonald@chp.ca.gov**

3. The certificate of insurance shall:

- A. Be issued by an insurance company acceptable to Department of General Services (DGS), Office of Risk and Insurance Management (ORIM) or be provided through a partial or total self-insurance acceptable to DGS/ORIM. The certificate of insurance shall meet additional standards as may be determined by the contracting state agency, either independently or in consultation with ORIM, for protection of the state.

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B. Name the State as additional insured as follows:
The State of California, its officers, agents, and employees are included as additional insured; but only with respect to work performed under this contract. The additional insured endorsement must accompany the certificate of insurance.

C. Provide that the insurer shall not cancel the insured's coverage without five (5) business days prior written notice to the state. Contractor is responsible to notify the State within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage.

D. The certificate of insurance shall provide that, in relation to the interests of each additional insured, that the insurance shall not be invalidated by any act, breach, violation or omission Contractor, or any other person or entity, provided the additional insured had not knowingly contributed to such act, breach, violation or omission.

4. The Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the time of this contract, the Contractor agrees to provide, at least thirty (30) days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than one (1) year. New certificates of insurance are subject to the approval of DGS/ORIM, and the Contractor agrees that no work or services shall be performed prior to such approval. The State may, in addition to any other remedies it may have, terminate this contract should Contractor fail to comply with these provisions.