



June 8, 2026

TO PROSPECTIVE BIDDERS

SUBJECT: INVITATION FOR BID (IFB) No. 125683

**Carpet Replacement and Installation Services
for the EDD Facility located at 1225 4th Avenue,
Oakland, CA 94606**

Term: September 1, 2026, through December 31, 2026

The Employment Development Department (EDD) invites you to submit your bid for the above service in accordance with the attached Specifications.

Mandatory Walkthrough

A mandatory walkthrough will be held at **10:00 a.m. on Tuesday, June 16, 2026 at 1225 4th Ave, Oakland, CA 94606**. You must arrive no later than 10:00 a.m. and remain throughout the entire walkthrough to be eligible to bid for this service. For further information you may contact Facility Representative Jovanni Gracida at 916-296-0700.

Special Accommodations

For individuals who need assistance due to a physical impairment, the EDD will provide a reasonable accommodation upon request for the mandatory walkthrough or site inspection. An individual who needs a reasonable accommodation must call Jovanni Gracida at 916-296-0700 to arrange for a reasonable accommodation no later than the fifth working day prior to the scheduled date and time of the mandatory walkthrough or site inspection.

If you wish to bid, see Instructions to Bidders. If you make any additions or modifications to the IFB package, it may result in the rejection of your bid. The EDD reserves the right to reject any or all bids. **The Disabled Veteran Business Enterprise (DVBE) Participation Requirement is waived for this IFB. The DVBE Incentive is available to potential bidders. Please see the Instructions to Bidders for more details.**

Bids must be received, and date stamped in the Contracts Services Group no later than:

Wednesday, July 1, 2026 by 3:00 p.m. (PT)

If you have any questions, please contact me at Taliah.Andrade@edd.ca.gov

/s/TALIAH ANDRADE
Contract Analyst I

Cc: Jovanni Gracida

Enclosures

**Employment Development Department
1416 9th Street, MIC 62-C
P.O. Box 826880
Sacramento, CA 94280-0001**

Invitation for Bid No. 125683

Bid Due Date: **July 1, 2026**
Time: **3:00 p.m. (PT)**

<u>Exhibit</u>		<u>Pages</u>
	Instructions to Bidders.....	11
A	Scope of Work.....	1
	Exhibit A-1, Specifications	8
	Exhibit A-2, Floor Plan.....	1
	Exhibit A-3, Asbestos Report	6
B	Budget Detail and Payment Provisions.....	2
C	*General Provisions – 02/2025.....	0
D	Special Terms and Conditions.....	12
E	Standard CA Nondiscrimination Construction Contract Specifications.....	2
F	STD 213, Sample Standard Agreement	2
<u>Attachment</u>		
1	Cost Proposal	3
2	Bidder Declaration.....	2
3	Contractor Certification Clauses.....	4
4	Darfur Contracting Act Certification.....	2
5	Non-Collusion Declaration	2
6	California Civil Rights Laws Certifications.....	1
7	Certification Regarding Lobbying.....	3
8	STD 204, Payee Data Record.....	2
9	STD 205, Payee Data Record Supplement.....	2

*View at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

**STATE OF CALIFORNIA
EMPLOYMENT DEVELOPMENT DEPARTMENT
INSTRUCTIONS TO BIDDERS
Invitation for Bid (IFB) No. 125683**

1. Submission of Bids

- a. Failure to read these instructions, the Specifications, and the Terms and Conditions included in this bid package will be at the bidder's risk. **Written instruction(s) regarding the submission of bids shall take precedence over any verbal instruction(s).**
- b. Bidders shall complete and return the IFB Requirements Checklist, found on page 10, and all supporting documents listed. If mailed, the exterior of your envelope must clearly be noted: **"INVITATION FOR BID, DO NOT OPEN IN MAIL ROOM, IFB NO. 125683."**
- c. All submitted documents must be signed by an authorized representative of the bidder's firm. The forms must be completed in ink or typewritten. If errors are made, they must be crossed out and corrections printed in ink or typewritten adjacent to error. Corrections must be initialed in ink by person signing the bid forms.
- d. The EDD reserves the right to reject any or all bids and may waive any immaterial deviation or defect in the bid. The EDD's waiver of any immaterial deviation or defect shall in no way modify the solicitation documents, or excuse the bidder from full compliance with the solicitation specification if awarded the contract. The EDD is not required to award an agreement.
- e. Bid packages must be received and time stamped in Contract Services Group no later than 3:00 p.m. (PT) on the bid closing date of July 1, 2026. Signed copies of the sealed bid package are to be emailed, mailed or delivered to:

Regular, Overnight and/or Express Delivery:

Employment Development Department Mail Services
1416 9th Street, MIC 62-C
Sacramento, CA 95814
Attn: Taliah Andrade

Email Delivery:

Taliah.Andrade@edd.ca.gov

Bids received and time stamped after 3:00 p.m. (PT) on the bid closing date of July 1, 2026, will be considered "late", disqualified and will be returned to sender.

Public Bid Opening

The public bid opening is scheduled for **July 2, 2026** promptly at **9:00 a.m.** The event will be held at the following address:

1416 9th Street
Sacramento, CA 95814

Upon arrival, all attendees are required to check-in with security and sign-in on the bid opening record. All attendees will be escorted to the appropriate location.

During the bid opening, each submission will be opened, read aloud, documented, and examined for preferences and incentives. To ensure efficiency, all questions and answers will be kept to a minimum.

2. Key Action Dates

Action	Date
Release IFB	June 8, 2026
Deadline to Submit Questions	June 19, 2026 by 3:00 PM PT
Response to Questions	June 23, 2026 by 4:00 PM PT
Proposals Due	July 1, 2026 by 3:00 PM PT
Intent to Award	Week of July 8, 2026
Contract Commencement	September 1, 2026, or upon final approval

3. Online Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Certification Process

California's SB and DVBE firms can now file their applications and get certified online via the Department of General Services website at: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>. Small Businesses and DVBEs can access the numerous benefits that come along with certification in a more timely and efficient manner.

4. Replacement of Disabled Veteran Business Enterprise Subcontractors

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

The Contractor understands and agrees that should award of this Agreement be based in part on their commitment to use the DVBE subcontractor(s) identified in their bid or offer, per Military and Veterans Code section 999.5(e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS).

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

Failure of the 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 Military and Veterans Code section 999.9, Public Contract Code (P.C.C.) section 10115.10 or P.C.C. § 4110 (applies to public works only).

5. **Award of the Agreement**

- a. Award will be made to the lowest responsible bidder meeting specifications and offering to supply the services described. The firm submitting the lowest responsible bid may be required to submit evidence that they have available, as needed, sufficient resources to provide the necessary equipment and personnel to enable them to meet the requirements of the Contract, and may also be required to furnish information as to their financial responsibility.
- b. It is understood and agreed that following the award of the Contract, the successful bidder shall agree to comply with all Exhibits attached herein, and provide the required documents requested (i.e., bonds, insurance certificates, etc.) in order for the EDD to complete the execution of a Standard Agreement (STD. 213).

c. **Small Business/Microbusiness (SB/MB) and Small Business/Nonprofit Veteran Service Agency (SB/NVSA) Certification Preferences**

A SB/MB and SB/NVSA Certification Preferences are applicable to the award of this Contract.

(1) Certified SB/MB and SB/NVSAs may claim preference when submitting a bid on this Contract. The preference is equal to five percent (5%) of the lowest responsible bid. When the lowest responsible bid is not submitted by a certified small business, the preference becomes applicable. Please note that the preference is used for computation purposes only (to a maximum amount of \$50,000) in determining the successful bidder. It does not alter the amount of the resulting contract.

(2) To learn more about the SB/MB and SB/NVSA Preference Programs and how your business might qualify, contact the Office of Small Business and DVBE Services at (916) 375-4940.

d. **DVBE BID 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 EDD shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration DGS PD-05-105, (located elsewhere within the solicitation document) and confirmed by the EDD. The incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. The following percentages will apply for awards based on low price.

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

As applicable:

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

6. **Rejection of Bids**

- a. If the bid is received after **3:00 p.m. (PT)** on the due date of **July 1, 2026** as stipulated in the bid package, the bid shall be rejected and returned to sender.
- b. If it is found that a bidder is not responsible (i.e., has not paid taxes; has submitted a bid when the bidder's license is suspended on the date of the bid opening and/or award of the Contract, or during the proposed term of the Agreement; submitted a bid without an authorized signature; falsified any information in the proposal package or has provided poor performance on a previous contract with the EDD, etc.), the bid/proposal shall be rejected.
- c. If it is found, upon license verification with the Contractor's State Licensing Board, that a bidder's license is suspended on the date of the bid opening and/or award of the Contract, or during the proposed term of the Agreement, the proposal shall be considered nonresponsive and shall be rejected.
- d. The EDD reserves the right to reject any and all bids and to waive any immaterial deviation or defect in the bid. The EDD's waiver of any immaterial deviation or defect shall in no way modify the bid document or excuse the bidder from full compliance with the solicitation document specifications if awarded a Contract.

7. **Tie Bids**

In the event of a tie between two bidders, a coin toss will be used to determine the winner. Any coin toss shall be observed by witnesses, and the tied bidders would be invited to have representatives present. Location and time will be announced to all bidders.

8. **Subcontractors**

No subcontracting will be allowed for this solicitation and future contract award.

9. **Disposition of Bids**

All material submitted in response to this bid package will become the property of the EDD and will become a public record after Award.

10. **Grounds For Protest**

- a. Those who may protest are as follows:
 - For IFBs, the lowest responsible bidder meeting the specifications (if not awarded the Contract).

- b. There is no protest if the awarding agency rejects all bids or proposals, based on the interest of the State.

11. **Protest Exclusions**

The State has **no jurisdiction** to consider a protest when:

- The Contract is considered a public works contract.
- The Contract award is for a type of contract not subject to the protest procedures. This category includes contracts for maintenance, modification, and so forth of real or personal property, including equipment and contracts for professional services under Government Code section 4525.
- The protestant was not the lowest responsible bidder or the highest-scored proposer.
- The protestant was not a bidder or proposer, and seeks to contest the award. The only recourse in this case is through the civil courts.
- The protest was not submitted in a timely manner.
- The grounds for the protest do not meet the permissible grounds stated in the P.C.C.

12. **Notification of the Right to Protest**

Unsuccessful bidders who wish to protest this award must submit a detailed, written statement of protest, including the IFB No., the name of the State agency involved, and the agency contact person. The protest must be submitted within five (5) working days following the bid opening. All protests must be submitted to both of the following:

Department of General Services
Office of Legal Services
Attention: Bid Protest Coordinator
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, CA 95605
Bid Protest Coordinator Email address: OLSProtests@dgs.ca.gov

Employment Development Department
Contract Services Group
1416 9th Street, MIC 62-C
Sacramento, CA 95814
Email: BOPSDContractsExternal@edd.ca.gov

13. **Conditions and Commitment**

By signing and submitting a bid package, the bidder acknowledges it has read, understood, and agrees to the following provisions:

- a. General Provisions – 02/2025 available for viewing at: [GTC 02/2025](#)
- b. **Performing a Commercially Useful Function**: In accordance with Government Code section 14837 and Military and Veterans Code section 999, all certified SB/MB or DVBE contractors, subcontractors and suppliers that bid on or participate in a state contract, regardless of whether it is a verbal or written solicitation must perform a Commercially Useful Function (CUF). A certified SB/MB or DVBE is deemed to perform a CUF if the business does all of the following:

- Is responsible for the execution of a distinct element of the work of the Contract.
- Carries out its obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for this business services and functions.
- Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

c. **Payee Data Record. STD. 204**

Revenue and Taxation Code section 18646 requires state agencies to file information tax returns (IRS Form 1099) for certain types of payments made to vendors. The successful bidder will be required to complete and submit a Payee Data Record, STD. 204 to the EDD before processing payment for services. Upon completion of the work in a manner satisfactory to the EDD, the EDD agrees to make payments in accordance with the contract provisions.

d. **California Taxpayer and Shareholder Protection Act of 2003**

This solicitation and any resulting contract are subject to all requirements as set forth in the Public Contract Code section 10286 which includes, but is not limited to, providing written submission of a declaration stating that the supplier is eligible to contract with the State of California pursuant to statutory requirements.

Failure of the supplier to comply with and provide information, when requested by the awarding department within the time indicated, will cause the supplier's bid response to be considered nonresponsive and their bid will be rejected.

e. **Registered To Do Business In California**

Corporations, Limited Liability Companies (LLCs), and Limited Partnerships (LPs) **must** be registered with the California Secretary of State to be awarded a contract. The Secretary of State Certificate of Status must be included with the bid. The Secretary of State may be contacted as follows:

California Secretary of State
Division of Corporate Filing and Services
1500 Eleventh Street, Third Floor
Sacramento, CA 95814-5701
Certification Unit: (916) 657-5251

Required document(s) may also be obtained at the following website:

<https://bizfileonline.sos.ca.gov/>

f. **Prohibition of Tax Delinquents from Contracting**

The State of California is prohibited from entering into any contracts for the acquisition of goods and services with persons whose name appears on either list of the 500 largest tax delinquencies pursuant to section 7063 or section 19195 of the Revenue and Taxation Code. Reference also to P.C.C. § 10295.4.

Bidder certifies that it is not included on the California Department of Tax and Fee Administration list at: <https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm> or the Franchise Tax Board list at: <https://www.ftb.ca.gov/about-ftb/newsroom/tax-news/may-2021/top-500-delinquent-taxpayer-list.html>

g. **Loss Leader**

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in California Business and Professions Code section 17030.

h. **Declaration Forms**

All bidders must complete the [Bidder Declaration GSPD-05-105](#) and include it with the bid response.

Bidders who have been certified by California as a Disabled Veteran Business Enterprise Declaration (DVBE) (or who are bidding rental equipment and have obtained the participation of subcontractors certified by California as a DVBE must also submit a completed form(s) [STD. 843 Disabled Veteran Business Enterprise Declaration](#)).

All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). The completed form should be included with the bid response. At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.

i. **Insurance Requirement**

The Contractor agrees the insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time during the term of this Agreement, the Contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as outlined below for not less than the remainder of the term of this Agreement, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and the Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the EDD may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. The Contractor shall provide written notice to the EDD within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

The Contractor shall display evidence of the following coverage on an ACORD certificate:

- j. **General Liability Insurance** – The Contractor shall furnish to the EDD a certificate of insurance prior to commencement of work stating there is general liability insurance in effect for the Contractor in an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined.

The certificate of insurance must include the following provision stating:

"The State of California, its officers, agents, employees and servants are included as additional insured, but only with respect to work performed for the EDD under this Contract." The additional insured endorsement must accompany the certificate.

- k. **Workers' Compensation and Employer's Liability Insurance** - The Contractor shall furnish to the EDD a certificate of insurance evidencing Workers' Compensation and Employers Liability Insurance presently in effect with limits not less than \$1,000,000 by an insurance carrier licensed to write Workers' Compensation insurance in California. Such certificate shall include the name of the carrier and the policy inception and expiration dates. If the Contractor is self-insured for Workers' Compensation, a certificate must be presented evidencing the Contractor is a qualified self-insurer in the State of California.
- l. **Automobile Liability Insurance, if applicable** - The Contractor shall furnish to the EDD a certificate of insurance evidencing automobile liability insurance presently in effect for the Contractor of not less than \$1,000,000 per accident while utilizing a motor vehicle in the performance of this Contract. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.
- m. **Environmental Liability Insurance, if applicable** – The Contractor and any subcontractors shall furnish to the EDD a certificate of insurance evidencing environmental liability insurance presently in effect for the Contractor of not less than \$1,000,000 per occurrence for bodily injury, property damages and costs incurred for clean-up and removal of substances causing pollution conditions. This requirement can also be met by securing one of the following: (1) an endorsement to the Contractor's general liability insurance overriding the general liability pollution exclusion or; (2) an endorsement evidencing pesticide/herbicide coverage afforded to the Contractor's general liability policy.
- n. **Iran Contracting Act Certification, if applicable**
- Pursuant to the Iran Contracting Act of 2010 (P.C.C. sections 2200 - 2208 are "the Act"), vendors are ineligible to bid on, submit a bid for, enter into, or renew any contract with the State for goods or services of one million dollars (\$1,000,000) or more if the vendor engages in investment activities, in Iran, as defined in the Act.
- Bidder certifies that it is not on the current list of Entities Prohibited from Contracting with Public Entities in California per the Act found at:
<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>
- o. **California Public Records Act (PRA)**
- Upon award, all documents and information therein, submitted in response to this IFB become property of the State of California and will be regarded as public records under the Public Records Act, pursuant to Government Code section 6250, et seq.
- p. **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, the Contractor represents that it is not a target of Economic Sanctions. Should the state determine the 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 EDD.

q. **Generative Artificial Intelligence (GenAI) Technology**

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 must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

Upon notification by a Bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.

Government Code section 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

r. **Temporary and Leased Workers on Public Works Contracts**

Contractors and subcontractors performing public works services are required to comply with all applicable laws and regulations including, but not limited to, requirements contained in California Labor Code section 1780 related to temporary and leased workers. Any person acting on behalf of the State, or any political subdivision, or any contractor or subcontractor or agent or representative thereof, doing any public work who places any order for the employment of a workman on public work where the filling of the order for employment involves the charging of a fee, or the receiving of a valuable consideration from any applicant for employment is guilty of a misdemeanor. Contractors and subcontractors shall also comply with California Unemployment Insurance Code provisions regarding the use of temporary or leased workers in the construction trades.

IFB REQUIREMENTS CHECKLIST

Please complete the checklist below to confirm that all items are contained with the Bid. Place a check mark (✓) next to each item being submitted. For the Bid to be responsive, the checklist and all required documents must be submitted from the list below. Offers must be submitted electronically via email or delivered by mail prior to the closing of the solicitation.

The Bid must contain: Each required supporting document and a completed Requirements Checklist sheet.

The need to verify that all required documentation is submitted with the Bid cannot be overemphasized as failure to submit all completed documents referenced on this checklist may cause the Bid to be rejected.

CHECK (✓)	#REFERENCE	DOCUMENT NAME / DESCRIPTION	REQUIRED
	Attachment 1	Cost Proposal	YES
	Attachment 2	Bidders Declaration <i>(Must complete all relevant sections to the prime and subcontractors including page numbers, located in the bottom right-hand corner)</i>	YES
	Attachment 3	Contractor Certification Clauses 04/2017 (CCC 04/2017)	YES
	Attachment 5	Non-Collusion Declaration	YES
	Attachment 6	California Civil Rights Laws Certification	YES
	Attachment 7	Certification Regarding Lobbying	YES
	Attachment 8	STD 204 Payee Data Records	YES
		Copy of Valid C-15 State Contractors License	YES
		Copy of Department of Industrial Regulations Public Works Contractor Registration	YES

SEE NEXT PAGE FOR ADDITIONAL REQUIREMENTS

The following forms are required, if applicable, at the time of submittal. Failure to submit all completed documents referenced on following checklist may cause the Bid to be rejected.

CHECK (✓)	#REFERENCE	DOCUMENT NAME / DESCRIPTION
	Attachment 4	Darfur Contracting Act Certification
	Attachment 9	STD 205 Payee Data Record Supplement
		Secretary of State Certification of Status

The following document(s) are due upon award:

		Copy of Vendor's Insurance Certificates and Additional Insured Endorsement(s)
		STD 807 Bond Payment
		STD 843 DVBE Declarations, if applicable

I, _____, hereby certify under penalty of perjury that I have carefully read, reviewed, and fully completed all documents required in connection with this Invitation for Bid. I affirm that I understand the requirements and conditions set forth in the specifications and agree to provide the requested goods and/or services at the cost specified in the cost proposal. I further certify that all bid documents, responses, and information submitted by me, or on behalf of the bidder, are complete, accurate, and provided in good faith.

(Signature of representative/date)

**EXHIBIT A
SCOPE OF WORK
(Standard Agreement)**

1. This Agreement is entered into by and between the Employment Development Department, hereinafter referred to as the EDD, and TBD, hereinafter referred to as the Contractor, for the purpose of Installing Carpet for the EDD facility located at **1225 4th Ave, Oakland, CA 94606** in accordance with IFB No. 125683.
2. The Project Representatives during the term of this Agreement will be:

State Agency

Employment Development Department
Attn: Jovanni Gracida
1416 9th Street, MIC 62-2
Sacramento, CA 95814
Phone: (916) 296-0700
Email: Jovanni.Gracida@edd.ca.gov

Contractor

TBD
Attn:

Phone:
Email:

3. Either party may make changes to their Project Representative by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.
4. The services shall be provided in accordance with Exhibit A-1, Specifications, Exhibit A-2 Floor Plan, and Exhibit A-3, Asbestos Report, which are incorporated as a part of this Agreement.
5. Health and Safety Requirements

The Contractor when entering the EDD facility and/or property is expected to be familiar with and abide by all statewide and locally mandated health and safety requirements. Such requirements include, but are not limited to, remaining compliant with personal protective equipment (PPE) and other safety equipment requirements provided under state and federal occupational safety and health laws.

The EDD also requires that the Contractor follow additional guidelines from the California Department of Public Health (CDPH) and public health officials, such as avoiding close contact with others and engaging in hygienic practices while working. The EDD reserves the right to require stricter requirements than are recommended by local and state public health authorities. Non-compliance by the Contractor, its employees, or any subcontractors may result in the EDD refusing entry onto, or removal from, the EDD property. A breach of these requirements grants the EDD the right to terminate this Agreement.

**EXHIBIT A
SCOPE OF WORK
(Standard Agreement)**

1. This Agreement is entered into by and between the Employment Development Department, hereinafter referred to as the EDD, and TBD, hereinafter referred to as the Contractor, for the purpose of Installing Carpet for the EDD facility located at **1225 4th Ave, Oakland, CA 95928** in accordance with IFB No. 125683.
2. The Project Representatives during the term of this Agreement will be:

State Agency

Employment Development Department
Attn: Jovanni Gracida
1416 9th Street, MIC 62-2
Sacramento, CA 95814
Phone: (916) 296-0700
Email: Jovanni.Gracida@edd.ca.gov

Contractor

TBD
Attn:

Phone:
Email:

3. Either party may make changes to their Project Representative by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.
4. The services shall be provided in accordance with Exhibit A-1, Specifications, Exhibit A-2 Floor Plan, and Exhibit A-3, Asbestos Report, which are incorporated as a part of this Agreement.
5. Health and Safety Requirements

The Contractor when entering the EDD facility and/or property is expected to be familiar with and abide by all statewide and locally mandated health and safety requirements. Such requirements include, but are not limited to, remaining compliant with personal protective equipment (PPE) and other safety equipment requirements provided under state and federal occupational safety and health laws.

The EDD also requires that the Contractor follow additional guidelines from the California Department of Public Health (CDPH) and public health officials, such as avoiding close contact with others and engaging in hygienic practices while working. The EDD reserves the right to require stricter requirements than are recommended by local and state public health authorities. Non-compliance by the Contractor, its employees, or any subcontractors may result in the EDD refusing entry onto, or removal from, the EDD property. A breach of these requirements grants the EDD the right to terminate this Agreement.

**EXHIBIT A-1
SPECIFICATIONS
(Standard Agreement)**

I. GENERAL

The Contractor shall furnish all labor, tools, equipment and materials, and pay all taxes, permits, and/or inspection fees necessary to perform the work at the EDD facility located at 1225 4th Avenue, Oakland, CA, 94606, in accordance with these Specifications. The Contractor shall perform all services per accepted industry standards. Should there be any errors or omissions in any of the instructions, specifications, or exhibits in regards to methods recommended, it shall be the Contractor's responsibility to notify the EDD Representative, and upon agreement, use the appropriate method or process to obtain the INTENDED FINISHED PRODUCT.

NOTE: For purposes of this Agreement, the EDD Representative shall be considered the EDD Business Operations, Planning and Support Division, Facilities Management Specialist or Facilities Representative, located at the EDD, 1416 9th Street, Sacramento, CA 95814. The EDD Representative is NOT the Manager of the EDD Office or one of his/her designees.

II. SCOPE OF WORK

The intent of this Agreement is for the Contractor to **remove and haul away existing baseboards, and transition strips; clean, and prepare floors; and install Shaw carpet tile using the Shaw Advantage System, or equal to Shaw carpet tiles, including walk-off carpet tile near public entrances, rubber baseboard, and transition strips** for the EDD-owned facility located at the above-referenced address in accordance with these Specifications.

The Contractor will be expected to provide any or all of the following during the term of this Agreement:

- Inspections pertaining to carpet replacement services
- Consultation/planning on best method to achieve intended result
- Completion of carpet replacement work orders as provided by the EDD Representative
- Identify and report to the EDD Representative any safety hazard, faulty equipment, or other conditions encountered during the course of the work at the EDD office which the Contractor determines is needing repair or replacement
- The Contractor shall comply with all federal, state, EDD, and local office policies and procedures while on the premises

All work shall be completed in compliance with any related drawings and specifications, and shall comply with all applicable building codes, regulations and ordinances. For final acceptance, all work areas shall be complete and ready for occupancy; all equipment shall be installed, connected and in operating condition, and all utility connections shall be complete and accepted by the city, county or state authority having jurisdiction.

**EXHIBIT A-1
SPECIFICATIONS
(Standard Agreement)**

The Contractor must have a valid **C-15** License. Licenses shall be furnished by the Contractor in accordance with applicable local ordinances and state and federal laws regarding labor on public buildings and specifications contained in this Agreement. Should any specification in the Agreement fail to comply with such ordinances and laws, the Contractor shall be required to comply with such statutes at no extra cost to the EDD.

The Contractor shall not assign or sublet any work performed under the terms of this Agreement.

Travel time will be at the Contractor's expense. All travel costs (travel time, mileage, and per diem) associated with work accomplished in this Agreement are to be included in the bid.

III. SPECIFICATIONS

- A. **SITE WORK:** The following are examples of the types of work the Contractor will be required to complete during the course of this Agreement. It is not intended to be "all inclusive."
1. **Measurements – Carpet Surface Area**
 - a. Verify actual square footage. The square footage of this facility is 28,921. This footprint includes both hard and carpeted flooring. The carpeted area is estimated at between 25,000 - 28,921 square feet.
 2. **Removal/Hauling**
 - a. Remove and haul away to an offsite location existing carpet tile, baseboards, transition strips, materials, waste, debris, and other necessary rubbish.
 - b. Preparation of the existing carpet, including cleaning, minor leveling, and repair as necessary to ensure proper installation of new carpet, provided such work does not disturb asbestos-containing materials.
 3. **Preparation**
 - a. Clean existing carpet, and prepare floors for carpet tile installation.
 4. **Equipment**
 - a. Supply and operate Shaw Advantage System, or equal to Shaw.
 5. **Modular Systems Furniture (MSF)**
 - a. Elevate and lower all Modular Systems Furniture (MSF) for the carpet installation per industry standards. The Contractor shall provide reparations to any MSF, equipment, item, property, or surface caused by elevating, lowering, or the installation process. Computers will remain on the work surface of the MSF. All loose desktop items will be removed by the EDD.
 - b. Align MSF back in its original location upon completion of each day's work. The MSF must be symmetrical. Walkways should have the appropriate width.

**EXHIBIT A-1
SPECIFICATIONS
(Standard Agreement)**

6. Moving
 - a. Move all freestanding furniture and items (cabinets, shelving, tables, boxes, etc.) as needed and relocate after carpet installation. The Contractor shall provide their own ladders or lifts to access high areas. The EDD shall ensure all workstations in carpeted areas are prepared for carpet installation. All work surfaces shall be cleared and boxed for carpet installation, except for computer, phones and related equipment (monitor, etc).
 - b. Should there be a question regarding any item to be moved, the Contractor should contact the EDD Representative for direction.
7. Installation
 - a. Furnish and install carpet tile with commercial grade adhesive in the pattern, style, color, quality, size (2 feet by 2 feet), brand (Shaw, or equal to) approved by the EDD. Carpet tiles shall be installed at even and uniform heights throughout the office without any variances. All carpet shall be securely attached to the floor.
 - b. Furnish and install walk-off carpet tile near public entrances in the pattern, style, color, quality, size, and brand approved by the EDD. The walk-off carpet tiles shall be installed at even and uniform heights throughout the office without any variances. All carpet shall be securely attached to the floor with commercial grade adhesive.
 - c. Furnish and install 6-inch rubber coved baseboard in the pattern, style, color, quality, size, and brand approved by the EDD. All baseboards shall be securely attached with commercial grade adhesive.
 - d. Furnish and install transition strips where carpet tiles join with other surfaces in the pattern, style, color, quality, size, and brand approved by the EDD.
8. Door Use/Swing
 - a. Trim/shave bottom of doors adequately where new carpet is installed to ensure proper door use/swing.
9. Underfloor Systems and/or Mechanisms
 - a. If applicable, address underfloor systems and/or mechanisms (Walkerducts, wire management, electrical outlets, or raceways) appropriately by contacting the EDD Representative for direction.
10. California Gold Sustainable Carpet Standard Certification
 - a. "All carpet shall meet California Gold Sustainable Carpet Standard certification and provide proof of certification in submittals and upon delivery of materials." The only exemption to this standard is when patching or repairing within an existing field of carpet when not possible to match existing patterns with certified products.
 - o Level loop, textured loop, level-cut, or level-cut/uncut pile texture and maximum pile height of ½" per-2025 California Building Code (CBC) Chapter 11B sections 302-304.

**EXHIBIT A-1
SPECIFICATIONS
(Standard Agreement)**

- Carpet edges shall comply with 2025 CBC Chapter 11B sections 302-304. Changes in level up to ¼ inch vertical and without edge treatment and for changes in level between ¼ inch and ½ inch shall be accomplished by means of a ramp.
 - All carpet shall be installed per manufacture's guidelines. Firm cushion installation that complies with 2025 CBC Chapter 11B sections 302-304 is also applicable. The carpet shall be securely attached; have a firm cushion, pad or backing; and have a level loop, textured loop; level-cut pile or level-cut/uncut pile texture. The maximum pile height shall be ½ inch (12.7 mm). Carpet edge trim shall comply with 11B-303.
 - Carpet shall be installed in accordance with the Carpet and Rug Institute CRI 104, Standard for Installation of Textile Floor Covering Materials. The installation shall be guaranteed against bubbling, wrinkling, stretching/shrinking, opening seams, or other evidence of poor workmanship for a period of two years following installation. This guarantee shall cover normal wear and tear and note deficiencies occurring as a result of damage, negligence and/or alterations.
 - Random graphic pattern loop Non-generic branded, 6 or 6.6 Nylon face yarn with inherent static control.
 - Broadloom pile carpet shall have inherent static control capability to assure a maximum 3.5 KV rating at 20% relative humidity and 70° F as measured by AATCC-Test Method 134.
 - Anti-microbial properties shall be used for healthcare, senior care or childcare and 'clean' areas.
 - Pattern and color determined by the EDD.
 - All carpet shall be securely attached. All adhesives used shall be non-toxic, low odor, solvent free and shall have no toxic vapors and contain no carcinogenic materials.
 - All doors in carpeted areas shall be undercut sufficiently to permit free swinging.
 - Carpeting must conform to Federal Occupation, and Safety and Health regulations concerning fire proofing.
- b. Carpet
- Estimated between 25,000 - 28,921 square feet (to be verified by the Contractor) as marked by the areas on the attached floor plan.
 - Minimum 17 oz. /sq. ft. face yarn weight, or above.

**EXHIBIT A-1
SPECIFICATIONS
(Standard Agreement)**

- Tuft bind strength shall be minimum 10 lbs.
 - Density: minimum 5,000 ounces per cubic yard.
11. Materials and Supplies
- a. Provide Safety Data Sheets (SDS) for materials used on the project before commencement.
12. Overage
- a. Upon completion of project, the Contractor shall provide the EDD Project Manager 10% overage of selected carpet and cove baseboard.
13. All of the above work shall be done in accordance to industry standards and manufacturer's guidelines. All manufactured products shall be purchased with respect to existing code requirements. Additionally, all color and pattern specifications must be approved by the EDD Facility Representative prior to the commencement of work.
- B. VERIFICATION: All services shall be subject to inspection by the EDD Representative at any and all times during the performance hereof.
- C. FINAL: Ensure all cleaning supplies, tools, and materials are picked up. Upon completion of work, the EDD Representative and the Contractor will perform a final walkthrough to ensure the project is completed as agreed upon.
- D. UTILITY INTERRUPTIONS: Interruptions to any services for the purpose of making or breaking a connection shall be made only after consultation and agreement with the EDD Representative and shall be at such time and such duration as may be directed. The Contractor shall make necessary provisions as required to maintain existing services to occupied areas with the building.
- E. THE CONTRACTOR'S RESPONSIBILITIES:
- 1. It will be the Contractor's responsibility to field verify all existing conditions and measurements prior to submitting a bid proposal.
 - 2. The Contractor shall furnish all labor and equipment necessary to perform all of the services presented in the specifications in a professional, orderly, timely, and efficient manner. The Contractor's employees, equipment, building materials, etc., shall be restricted to the immediate area of work being performed.
 - 3. The Contractor shall be responsible for removal of all debris, parts, and rubbish generated by performing the services of this Agreement. Any cost involved for removal shall be paid for by the Contractor.

**EXHIBIT A-1
SPECIFICATIONS
(Standard Agreement)**

- F. **ASBESTOS:** The Contractor shall not disturb any areas/materials containing asbestos. The Contractor shall coordinate with the EDD Representative prior to working in any area containing asbestos.
- G. **DISCREPANCIES:** Should any error, discrepancy, or doubt arise as to the intent and purpose of these Specifications, the Contractor shall immediately refer the same to the EDD Representative for further instructions before proceeding with the work affected.
- H. **WORKMANSHIP:** All labor shall be journeyman skilled for the particular work involved. All workmanship must be of high quality level and meet all industry standards.
- I. **CLEANUP:** The Contractor shall keep site clean daily. Upon completion of work, all surfaces (including glass, carpets, walls, furniture, and equipment) shall be clean of any foreign material due to work performed under this Agreement. The Contractor shall be responsible for removing debris from the EDD premises daily unless other provisions are approved on a "task by task" basis to use the EDD dumpster.
- J. **SITE INSPECTION:** It is the Contractor's responsibility to inspect the work site prior to providing time and individual Task Order cost estimates. The Contractor shall make necessary arrangements through the EDD Representative.
- K. **ADJACENT SURFACES OR FEATURES:** Neatly replace, patch, and finish in kind all adjacent surfaces or features displaced or disturbed in the performance of the work, such as, but not limited to, acoustical tile, rubber base, paint, floor covering, etc. Make joinings of new and existing work as inconspicuous as possible. Upon completion of the task there shall be no noticeable difference between the new and existing surfaces.
- L. **COORDINATION OF WORK:** The Contractor may not be the sole provider of services on certain tasks/work orders. The Contractor and/or the Contractor's employees will be expected, at times, to work alongside or in conjunction with other trades contractors, as well as EDD Maintenance Mechanics.
- M. **SUPERVISION:** The Contractor shall be onsite at all times to personally supervise all work completed, or employ an authorized supervisor to oversee all work at the EDD office.

IV. SCHEDULE

- A. No work shall take place during normal business hours, Monday through Friday, 8 a.m. to 5 p.m.
- B. Work shall commence after 5 p.m., Monday through Friday, or will be performed over the weekend.
- C. A work schedule will be developed upon award of the Contract with the EDD Representative.

**EXHIBIT A-1
SPECIFICATIONS
(Standard Agreement)**

V. MATERIALS

- A. All materials shall be new, unless otherwise specified, and of good quality, free from damage or defect. After completion and acceptance of work by the EDD, all materials furnished and work performed under this Agreement shall be fully guaranteed by the Contractor against defects for a period of one year unless otherwise specified herein. All material furnished shall become the property of the EDD upon completion. Also, unless otherwise specified, the Contractor shall remedy any defect due thereto and pay for any damages resulting therefrom, which shall appear within a period of one year from the date of acceptance of work.
- B. MATERIAL COSTS MAY REFLECT UP TO A 10% CONTRACTOR MARK UP.**
- C. The Contractor shall not store any materials and or equipment in the EDD facility unless agreement is previously reached with the EDD Representative on a "PER TASK" assignment.
- D. The Contractor shall provide adequate dust covers, temporary dust barriers, and pads to protect equipment and furnishings during dusty operations or where damage could occur to existing facilities.

VI. HEALTH, SAFETY, AND SECURITY

- A. The Contractor shall be responsible for securing the building in areas of work before, during, and after each workday to prevent unauthorized entry, both during and outside of normal working hours.
- B. It shall be the responsibility of the Contractor to make arrangements in advance with the EDD Representative to have any needed parking areas, driveways, and /or sidewalks cleared so that the work can be performed.
- C. The Contractor shall use appropriate barriers, warning signs, or cones to notify public and staff of any hazardous condition in the work area.
- D. As requested, the Contractor shall provide the local Office Manager or designee and the EDD Representative with copies of Safety Data Sheets.
- E. The EDD office area may be occupied during the work to be performed under this Agreement. The Contractor shall make provisions to accomplish the work assigned without undue interference to the occupants of the building and building operations. Corridors and entrances used by occupants and reasonable access to shall be kept clear of building materials, equipment, refuse, or other debris, unless previously agreed upon. Interference with or inconvenience to occupants shall be kept to a minimum.

**EXHIBIT A-1
SPECIFICATIONS
(Standard Agreement)**

VII. GUARANTEES

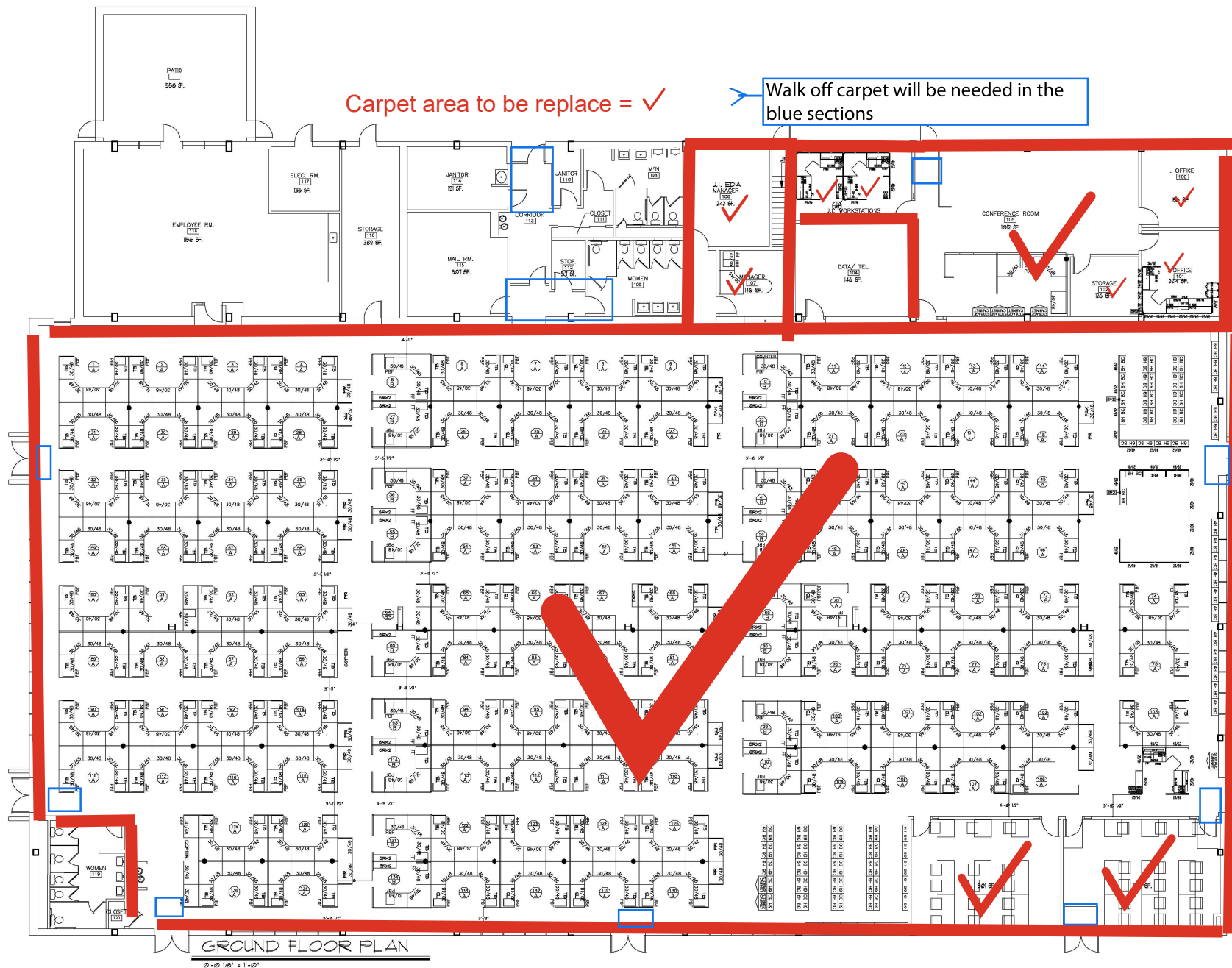
- A. Unless previously agreed upon on a “PER TASK/WORK ORDER” basis or in specific guarantees required elsewhere in this Agreement, the Contractor shall warranty the work in general for one (1) year from the date of acceptance.
- B. The Contractor guarantees the work performed to meet industry standards. The Contractor will guarantee all products to be free from defects due to workmanship or materials under normal usage and will replace or repair any product found to be defective as a result of faulty workmanship or materials. The Contractor guarantees the carpet tiles with a two (2) year materials warranty.
- C. After Final Payment: Neither final payment, nor any provision in the Contract documents, will relieve the Contractor of responsibility for faulty material or workmanship. Unless otherwise specified, he shall remedy any defect due thereto and pay for any damage to other work resulting therefrom, which appears within a period of one (1) year from the date of acceptance of the work.

VIII. CORRECTION OF WORK

Prior to Final Payment: Work that does not comply with the requirements of the Contract, either specified in writing or by oral agreement, must be promptly replaced by the Contractor at their own expense with work that does comply. In making such replacement, the Contractor shall also bear all expenses involved in making good all damages or destruction caused to the work of other contractors.

EXHIBIT A-2 FLOOR PLAN (Standard Agreement)

IFB No. 125683
Page 1 of 1



EDD Employment
Development
Department
State of California

BUSINESS OPERATIONS PLANNING AND SUPPORT DIVISION
GENERAL SERVICES GROUP
300 Capitol Mall, Sacramento, CA 95814

APPROVAL

NAME	DATE
SIGNATURE	

California State Fire Marshal

APPROVED
Approval of this plan does not authorize or approve any omissions or deviation from applicable regulations. Final approval is subject to field inspection. One set of approved plans shall be available on the project site at all times.

Reviewed by: _____

California Access Compliance

APPROVED
These plans have been reviewed for Access Compliance under C.C.R. Title 24, by EDD staff architect under a delegated authority granted by the Division of State Architect/Access Compliance.

Reviewed by: _____

PROJECT

**EDD
Oakland
1225 4th Avenue**

SHEET TITLE

**MSF
FLOOR PLAN**

SCALE: AS SHOWN

ISSUE DATE: 04/25/2018

DATE **▲** REVISIONS

DRAWN BY: NANCY LIN

CHECKED BY:

BUILDING ID: CH02519

SHEET NUMBER

A1.1

OF SHEETS

EXHIBIT A-3
ASBESTOS REPORT
(Standard Agreement)

IFB No. 125683
Page 1 of 6

OFFICES: CHATSWORTH - SACRAMENTO - IRVINE - INLAND EMPIRE - PLEASANTON - PHOENIX - LAS VEGAS



HEALTH & SAFETY • ENGINEERING • ENVIRONMENTAL

PROJECT NUMBER 2001484

RE: Asbestos Survey
Employment Development Department
Oakland Building
1225 4th Avenue
Oakland, CA 94606

CSC LOCAL OFFICE Pleasanton

CLIENT Department of General Services
Mr. Conrad Lewis, Project Manager
Real Estate Services Division
Professional Services Branch
707 3rd Street, 4th Floor
West Sacramento, CA 95605

December 13, 2006

**EXHIBIT A-3
ASBESTOS REPORT
(Standard Agreement)**

IFB No. 125683

Page 2 of 6

Building Name: Oakland EDD
Facility Name: Oakland EDD
Date of Survey: November 20, 2006

CSC Project No.: 2001484
SIS Building #: N/A
SIS Facility #: N/A
Page 2 of 6

PURPOSE AND SCOPE

This Asbestos Survey Report has been prepared by Clark Seif Clark, Inc. (CSC) for Mr. Conrad Lewis of the Department of General Services, Real Estate Services Division, Professional Services Branch under Contract No. 3064220, Task Order No. 27.

The purpose of this investigation was to identify, sample and test suspect asbestos-containing materials (ACM), which may be present within the Oakland Employment Development Department Building located at 1225 4th Avenue in Oakland, California. The building survey was performed in accordance with the Asbestos Hazard Emergency Response Act (AHERA). Mr. Jason Ziswasser, Cal-OSHA Certified Site Surveillance Technician No. 06-3995, and Mr. Wesley Chase, Cal-OSHA Site Surveillance Technician 06-4051, of Clark Seif Clark, Inc. conducted the survey on November 20, 2006.

INSPECTION PROCEDURE

Visual Survey: The Visual Survey consisted of a walk-through and visual inspection of the facility. It included the identification of all suspect asbestos containing materials (ACM) and asbestos containing building materials (ACBM) and the physical touching of suspect ACBM in an effort to determine the friability and condition of said materials.

In surveying the building, the building inspectors used their training and experience in performing asbestos surveys for identifying asbestos-containing materials, and our familiarity with building construction and our general experience to locate potential sources of ACM and ACCM.

Bulk Material Sampling: The next phase of the survey was the selection of sampling areas and collection of bulk samples. Material sampling areas were grouped based on material homogeneity. A homogeneous material is one that contains the same texture, color, and uniform, applied during the same general time period. Samples were obtained in accordance with the Asbestos Hazard Emergency Response Act.

Measurements: Material quantities were also estimated. For extensive materials such as floor tile, ceiling tile and wall/ceiling plasters, general functional space dimensions were used. Such measurements provide "approximate square or linear footage" 40 CFR Part 763.93 (d)(2)(ii).

Air Monitoring: At the time of the survey, CSC also collected ambient and personal air samples to determine exposure to airborne fibers during the inspection.

SAMPLING PROCEDURES

Bulk samples of suspect asbestos-containing materials were collected in accordance with the Asbestos Hazard Emergency Response Act (AHERA). Sampling locations selected in an effort to obtain an accurate representation of the homogeneous material. Efforts were made to select sampling locations which were discrete and which would cause as little disturbance to that material and to nearby materials as possible. After collection the sampling locations were documented, and samples were labeled and sealed in leak proof containers for transportation to an accredited laboratory.



HEALTH & SAFETY • ENGINEERING • ENVIRONMENTAL

EXHIBIT A-3
ASBESTOS REPORT
(Standard Agreement)

IFB No. 125683

Page 3 of 6

Building Name: Oakland EDD
Facility Name: Oakland EDD
Date of Survey: November 20, 2006

CSC Project No.: 2001484

SIS Building #: N/A

SIS Facility #: N/A

Page 3 of 6

Samples were analyzed in accordance with the procedures outlined in the United States Environmental Protection Agency (EPA) "Method for the Determination of Asbestos in Bulk Building Materials" (EPA/600/R-93/116, July 1993). This method employs Polarized Light Microscopy (PLM) with dispersion staining to identify the type and approximate quantity of asbestos present in the sample, if any.

The EPA defines an **Asbestos-Containing Material (ACM)** as one containing *greater than one percent asbestos* as determined by visual area estimation, in accordance with the National Emission Standards for Hazardous Air Pollutants (NESHAP) [40 CFR Part 61 subpart M, dated November 20, 1990]. Note, however, that the California Division of Occupational Safety and Health (Cal/OSHA) defines an **Asbestos Containing Construction Material (ACCM)** as any manufactured construction material containing *greater than one-tenth of one percent asbestos* by weight.

One aspect of analysis using visual area estimation is the inherent subjectivity of analytical results, particularly with respect to determination of the actual levels of asbestos in a material. While there is rarely any dispute over whether or not a material contains asbestos at all, variations in the amount of asbestos in a given material are common. Statistically, when analyzing asbestos levels in a material, the confidence interval of the amount estimated diminishes as the level of asbestos in the material decreases. Therefore, CSC believes it is prudent to assume *any* level of asbestos whatsoever to be greater than one-tenth of one percent, and thus subject to regulation.

According to the National Emission Standards for Hazardous Air Pollutants asbestos revision, Final Rule (40 CFR, Part 61, 11/20/90), for any sample which has been reported by visual area estimation to contain less than 10 percent asbestos by PLM analysis, the owner or operator of the building from which the sample was obtained may (1) elect to assume the amount to be greater than 1 percent and treat the materials as asbestos-containing material or (2) require verification of the amount by point count analysis. If a result obtained by point counting is different from a result obtained by visual area estimation by PLM analysis, the point counting result will be used.

Clark Seif Clark Laboratory is accredited under the National Institute of Standards and Technology (NIST) and the National Voluntary Laboratory Accreditation Program (NVLAP).

SUSPECT ASBESTOS CONTAINING MATERIALS

The following materials were identified at the site and sampled to determine possible asbestos content:

M#	Spec #	Specification Name	Material Description
1a	99999	Other Materials	Blue Carpet glue
1b	99999	Other Materials	Black Carpet glue
2	9660	Resilient flooring (Tiles)	12'x12' White tile with orange speckles with yellow mastic
3	9660	Resilient flooring (Tiles)	12'x12' Red tile with orange speckles with yellow mastic
4	9666	Wall Base	6" black wall base with beige mastic
5	9255	Gypsum Wallboard	Gypsum wallboard system with no texture
6	9255	Gypsum Wallboard	Gypsum wallboard system with smooth texture



HEALTH & SAFETY • ENGINEERING • ENVIRONMENTAL

21732 Devonshire Street, Chatsworth, CA 91311 * PH (818) 727-2553 * Fax (818) 727-2556 * e-mail: csc@csceng.com

www.csceng.com

**EXHIBIT A-3
ASBESTOS REPORT
(Standard Agreement)**

IFB No. 125683

Page 4 of 6

Building Name: Oakland EDD
Facility Name: Oakland EDD
Date of Survey: November 20, 2006

CSC Project No.: 2001484

SIS Building #: N/A

SIS Facility #: N/A

Page 4 of 6

7	9255	Gypsum Wallboard	Gypsum wallboard system with smooth orange peel texture
8	9255	Gypsum Wallboard	Gypsum wallboard system with rough orange peel texture
9	9255	Gypsum Wallboard	Light green painted gypsum wallboard system with smooth orange peel texture
10	9255	Gypsum Wallboard	Teal painted gypsum wallboard system with smooth orange peel texture
11	99999	Other Materials	Ceramic tile grout
12	4565	Masonry Brick	Brick and mortar
13	4565	Masonry Brick	Cement mortar unit (CMU)
14	8306	Fire Doors	20 minute fire doors
15	9512	Acoustical (Panels)	2'x4' blank ceiling panels
16	7900	Sealants	White interior window caulk
17	7900	Sealants	Black interior door caulk
18	7900	Sealants	Black roof penetration mastic
19	7900	Sealants	Silver penetration mastic (Room 127 W. wall)
20	7900	Sealants	Black penetration mastic (Room 127 HVAC unit)
21	7900	Sealants	Gray CMU caulk (Room 127, N. wall)
22	7900	Sealants	White CMU caulk (Room 127, E. wall)
23	9211	Finish Plaster Stucco	Gray exterior stucco
24	7900	Sealants	Gray caulk (HVAC, room 136)
25	99999	Other Materials	White vibration joint cloth tape (Room 126 HVAC ducting)
26	7250	Fireproofing (Sprayed)	Gray fireproofing
27	15270	Pipe Insulation (High Temp.)	White hot water line pipe insulation
28	15290	Duct Insulation	Fiberglass (yellow batt)
29	99999	Other Materials	HVAC vibration collar
30	15272	Equipment Insulation (High Temp.)	Foil wrap on HVAC unit (Room 127)
31	99999	Other Materials	Membrane roof



HEALTH & SAFETY • ENGINEERING • ENVIRONMENTAL

21732 Devonshire Street, Chatsworth, CA 91311 * PH (818) 727-2553 * Fax (818) 727-2556 * e-mail: csc@csceng.com

www.csceng.com

EXHIBIT A-3
ASBESTOS REPORT
(Standard Agreement)

IFB No. 125683

Page 5 of 6

Building Name: Oakland EDD
Facility Name: Oakland EDD
Date of Survey: November 20, 2006

CSC Project No.: 2001484
SIS Building #: N/A
SIS Facility #: N/A
Page 5 of 6

ASBESTOS CONTAINING MATERIALS (determined by PLM bulk analysis & visual inspection)

CSC collected a total of one hundred thirty six (136) bulk samples of suspect asbestos containing materials for analysis. Of these, only those in the following table tested positive for asbestos. A complete list of all samples collected and analyzed can be found attached to this document.

M#	Material Description	Asbestos % and Type	Material Locations (All locations where material is found)
1b	Black carpet glue	5% Chrysotile	Limited to Room 123 under the carpet

The asbestos survey was performed by Mr. Jason Ziswasser, Cal-OSHA Certified Site Surveillance Technician No. 06-3995, and Mr. Wesley Chase, Cal-OSHA Site Surveillance Technician 06-4051, of Clark Seif Clark, Inc. on November 20, 2006.

CONCLUSION

According to bulk sampling and visual inspection, asbestos-containing materials were identified within the facility. The asbestos containing black carpet glue identified in Room 123 is currently in good condition and does not pose an asbestos exposure risk to the occupants of the building. Caution should be taken during the removal and replacement of the carpet system to ensure that the mastic is not disturbed during these activities. If the black carpet glue will be disturbed, it will be necessary to comply with the pertinent provisions of EPA, OSHA and local APCD regulations during any removal or repair activities that may disturb the asbestos-containing materials.

We have employed state-of-the-art practices to perform this asbestos survey, but this evaluation is limited in scope to areas accessible to a visual inspection or through reasonable means of the areas evaluated. No demolition or product review was performed in attempts to reveal material compositions. Our services consist of professional opinions and recommendations made in accordance with generally accepted engineering principles and practices and are designed to provide an analytical tool to assist the client. Clark Seif Clark or those representing Clark Seif Clark bear no responsibility for the actual condition of the structure or safety of a site pertaining to asbestos and/or asbestos contamination regardless of the actions taken by the client.

CSC has endeavored to observe the exiting conditions within the facility using generally accepted procedures. Regardless of the thoroughness of a survey, there is always a possibility some areas containing asbestos were overlooked or were inaccessible, or are different from those at specific sample locations. Therefore, conditions at every location may not be as anticipated by our field representative. In addition, renovation or construction activities may uncover altered or differing conditions.

The material quantities listed within this document are not intended to be used for removal bidding purposes. This document also is not intended to be used as a contract manual. Work methods and sequence, coordination of participants, applicable codes, engineering controls, required submittals and notifications should in all cases be addressed in a separate and independent bidding and contract document.



HEALTH & SAFETY • ENGINEERING • ENVIRONMENTAL

EXHIBIT A-3
ASBESTOS REPORT
(Standard Agreement)

IFB No. 125683

Page 6 of 6

Building Name: Oakland EDD
Facility Name: Oakland EDD
Date of Survey: November 20, 2006

CSC Project No.: 2001484

SIS Building #: N/A

SIS Facility #: N/A

Page 6 of 6

Clark Seif Clark appreciated having the opportunity to inspect your property. If you have any questions regarding this survey or other environmental hazards, please don't hesitate to contact us at (818) 727-2553 or 1 (800) 807-1118.

Reported By:



Christian Goerissen- Project Manager
CAC No. 00-2840
Clark Seif Clark, Inc.

Attachments:

Site Diagram (1 page)
Room Designation Form (4 pages)
Material Designation Form (5 pages)
Room Assessment Form (45 pages)
Asbestos Sample Chain of Custody Form (6 pages)
Asbestos Sample Laboratory Results (10 pages)
Photo log (3 pages)
Asbestos inspectors certification (3 pages)



HEALTH & SAFETY • ENGINEERING • ENVIRONMENTAL

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)

I. Invoicing and Payment

The total amount of the Agreement shall not exceed _____
(\$_____).

All travel costs (travel time, mileage, and per diem) associated with work accomplished in this Contract are to be included in the rate.

A. The invoices must reference the following:

- The EDD Contract No. **M125683-7100**
- Identifies services provided, service period, unit price (i.e. hourly, monthly), and quantity applicable to the service
- Accurate billing address as stated on the Purchase Order or Contract
- Supplier invoice date
- Company name and remittance address

The invoice, in triplicate, in arrears shall be forwarded to the address shown below:

Employment Development Department
1416 9th, MIC 62-2
Sacramento, CA 95814
Attn: Giovanni Gracida
Email: Jovanni.Gracida@edd.ca.gov

II. Budget Contingency Clause

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government or by the State of California for the Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by Congress and the Legislature, which may affect the provisions, terms, or funding of the Agreement in any manner.

The parties mutually agree that if Congress and/or the Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

The EDD has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)

III. California Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code section 927 et seq.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

1. Licenses and Permits

The Contractor must have a valid **C-15 State Contractor's License**. Licenses and permits required shall be furnished by the Contractor in accordance with applicable local ordinances, and state and federal laws regarding labor on public buildings and specifications contained in this Agreement. Should any specification in the Agreement fail to comply with such ordinances and laws, the Contractor shall be required to comply with such statutes at no extra cost to the EDD.

2. Termination Clause

This Agreement may be terminated by the EDD by giving written notice 30 days prior to the effective date of such termination.

3. Public Convenience and Interference with Office Operation

The Contractor shall make provisions to accomplish the work of this Agreement without undue interference to the occupants of the building and building operations. Corridors and entrances for use of occupants and reasonable access thereto shall be kept clear of building materials, equipment, refuse, etc. The Contractor shall be required to give the occupants reasonable notice when work is to be done.

Noisy motors, cutting, drilling and fastening equipment must be operated with minimum disturbance to the occupants of the building or adjacent buildings; however, the EDD will not require overtime for such work unless specifically stated in this Agreement.

4. Interpretation of Plans and Specifications

The Contractor shall personally supervise the work or employ a competent authorized representative satisfactory to the EDD who shall be present at all times at the site while work is in progress.

Should there arise any error, discrepancy, or doubt as to the intent and purpose of these plans and specifications, the Contractor shall immediately refer the same to the EDD for further instructions before proceeding with the work affected. Disputes in the interpretation of the plans and specifications shall be decided by the EDD, whose decision shall be final.

The Contractor shall establish exact layouts, locations, lines and elevations of work in relation to existing work. The Contractor shall obtain and verify measurements for new work.

5. Materials

All materials shall be new, unless otherwise specified, and of good quality, free from damage or defect. Where a particular brand is specified, the specified brand is to be regarded as standard. Should it be desired to use some other brand than that specified as a standard, application must first be made in writing to the EDD, indicating the difference in cost in each case, and written approval obtained, otherwise what is specified must be furnished.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

Where a certain quantity of material is specified and materials are to be selected by the EDD, it is understood that if the quantity is over or under, an addition or deduction in Agreement cost will be made.

After completion and acceptance of the work by the EDD, all materials furnished and workmanship under this Agreement shall be fully guaranteed by the Contractor against defects for a period of one year unless otherwise specified herein.

Charges for extra work or materials will not be allowed unless the same has been approved in writing by an authorized employee of the EDD, Business Operations Planning and Support Division, and if required, the approval of the Department of General Services.

Unless otherwise specified herein, all material to be furnished under this Agreement shall become the property of the EDD upon completion.

6. Asbestos Materials

If the work performed hereunder disturbs materials which may contain asbestos, the Contractor shall follow guidelines in Appendix G, Section 1926.58 of the OSHA Federal Construction Industry Code, and Asbestos Regulations Section 5208, General Industry Safety Order, title 8 of the California Administration Code, which may be obtained by contacting CAL OSHA.

7. Preservation and Cleanup

The Contractor shall keep site clean as work progresses. Upon completion of the work, all surfaces including glass involved in this project shall be cleaned of any foreign material due to work performed. The Contractor shall be responsible for the daily removal from the worksite of all rubbish incidental to the work. Any cost involved for hauling or dumping shall be paid by the Contractor.

Waste materials, both new and old, shall be removed from the work area daily and disposed of by the Contractor. If waste storage space is available, the Contractor may utilize such facilities with prior approval of the EDD and only under the conditions established by the EDD.

The Contractor's employees, equipment, building materials, etc., shall be restricted to the immediate area of construction.

8. Use of State Facilities

Water, electric light, power and toilet facilities at the worksite are available free of charge. Toilet facilities shall be kept clean at all times and shall comply with requirements and restrictions at the worksite. Interruptions to any service for the purpose of making or breaking a connection shall be made only after consultation with the EDD Representative, and shall be at such time and of such duration as may be directed. The Contractor shall make necessary provisions as required to maintain existing services to occupied areas of the building.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

The Contractor shall provide adequate dust covers, temporary dust barriers, and pads to protect equipment, furnishings, and elevators during dusty operations or where damage could occur. The Contractor shall provide chemically treated walk-off mats, to be changed whenever directed by the EDD Representative.

9. Inspection of Services

All services shall be subject to inspection by the EDD Representative at any and all times during the performance thereof and at the completion of the work. If the EDD Representative determines that the services or materials furnished are not in accordance with the terms and conditions described herein, the EDD Representative may at his/her option have the work performed by others charging the Contractor with any cost occasioned thereby.

10. Liability of Contractor

All work performed under this Agreement shall be at the risk of the Contractor until fully accepted by the EDD Representative.

Until final acceptance of the work, the Contractor shall have the charge, care, and sole responsibility of the work, and shall bear the risk of injury or damage to any part thereof by the action of the elements or any cause whether arising from execution or nonexecution of the work. The Contractor shall bear all expense to restore damages occasioned by any of the above actions resulting from the injuries or damages sustained or arising from the construction of this work or the consequences thereof. The EDD may retain so much of the money due the Contractor as shall be considered necessary until final disposition has been made of such suits or claims to protect persons and property from injury or damage. The EDD assumes no liability for the Contractor's equipment or material.

11. Loading - Unloading

The Contractor may utilize the EDD's designated loading area only long enough to deliver materials and equipment. Vehicles that remain at the designated loading area are subject to being towed away.

12. Labor Code Compliance

In accordance with the provisions of Labor Code section 1773, the EDD has ascertained that the general prevailing rate of wages applicable to the work to be done is as follows:

GENERAL PREVAILING WAGE RATES - APPLICABLE TO WORKSITE LOCATION.

The general prevailing rate of wages tabulated hereinafter for the county in which the work is to be done has been obtained from the Department of Industrial Relations by the EDD. Included therein are employer payments for health and welfare, vacation, pension, apprenticeship, or other authorized training programs, and similar purposes. Holidays shall be as defined in the collective bargaining agreement applicable to the labor classification(s) employed on the project.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

Prevailing Wage Rates are on file with:	Employment Development Department Jovanni Gracida Facilities Representative (916) 296-0700 or at the Department of Industrial Relations (www.dir.ca.gov)
---	---

The Contractor hereby certifies the following (a through g):

- a. The Contractor is aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.
- b. The Contractor and any subcontractor under the Contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the Contract by the Contractor or, except as provided in subdivision (b), by any subcontractor under the Contractor.
- c. It is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week, and the Contractor shall forfeit, as a penalty to the State, Twenty-Five Dollars (\$25.00) for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day, or more than 40 hours in any calendar week in violation of Labor Code sections 1810-1815, inclusive.
- d. 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 or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered.
- e. The Contractor and each subcontractor must comply with the requirements of the Labor Code section 1777.5, and any related regulations regarding the employment of registered apprentices.
- f. The Contractor and any subcontractors shall comply with the Labor Code section 1776 regarding record keeping.
- g. The Contractor is aware of and shall comply with all applicable laws and regulations of Labor Code sections 1770 and 1773 regarding prevailing wages.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

13. Use of Subcontractors

Unless described in the IFB, the Contractor **may not** subcontract any work without the express written approval of the EDD. If the EDD allows for subcontracting, it must be from a California Department of General Services certified small business subcontractor, and the subcontractor must perform a "commercially useful function" in the performance of the contract as defined in Government Code section 14837(d)(4). If it is anticipated that California certified small business subcontractors will be used, the quote must include the name(s) of person(s) or firm(s), the subcontractor's Small Business Certification Reference Number, and must specify the portions and monetary percentages of the work to be done by them. The Contractor shall be solely responsible for fulfilling the requirements of the bid.

14. Assignment of Antitrust

The Contractor offers and agrees and will require all of his subcontractors and suppliers to agree to assign to the awarding body all rights, title and interest in and to all causes of action they may have under section 4 of the Clayton Act (15 U.S.C. sec. 15), or under the Cartwright Act (chapter 2, {commencing with sec. 16700}, part 2, division 7 of the Business and Professionals Code), arising from purchases of goods, services, or material pursuant to the Public Works Agreement or the subcontract. The assignment made by the Contractor and all additional assignments made by subcontractors and suppliers shall be deemed to have been and will become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment or the necessity of tendering to the awarding body any written assignments.

If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of a recovery, including treble damages, attributable to over charges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code sections 4550-4554, if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

15. Standards

Construction shall be completed in compliance with the related plans and specifications, and shall comply with all applicable codes, regulations and ordinances. For final acceptance, all construction shall be complete, ready for occupancy, all equipment installed, connected and in operating condition, and all utility connections completed and accepted by the authority having jurisdiction.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

16. Changes

Changes or extra work or omissions may be ordered by the EDD, without voiding the original Agreement. The Contractor shall provide the EDD with an estimated cost for changes to the Agreement. Change(s) shall be made only by a written change order prepared and approved by the EDD. Change(s) must be approved before the Contractor may begin the work involved.

17. Correction of Work

Before final payment, the Contractor at his own expense must promptly correct work that does not comply with the requirements of this Agreement. The Contractor shall also bear all expenses involved in making good all damages or destruction caused to the work of other contractors in making such replacement.

18. Faulty Materials and Workmanship

The final payment shall not relieve the Contractor of responsibility for faulty materials or workmanship. Unless otherwise specified, the Contractor shall remedy any defect due thereto, and pay for any damage to the other work resulting therefrom, which shall appear within a period of one year from the date of acceptance of the work.

19. Guarantees

Besides specific guarantees required elsewhere, the Contractor shall guarantee the work in general for one year from the date of acceptance of the work.

20. Salvaged Items

All salvageable items removed in the work may be reused in the work wherever they meet the requirements called for. All salvageable items of value, as determined by the EDD and not reused in the work, shall remain the property of the EDD and shall be stored as directed by the EDD Representative.

21. Acceptance of Work

No payment shall become due until final inspection and **acceptance is made by the EDD**. If required, the Contractor shall furnish to the EDD an affidavit showing full payment has been made by the Contractor for all labor and materials required by this Agreement.

22. Payment Bond

The Contractor shall provide a Payment Bond to accompany contracts, STD. 807, in a sum not less than **100%** of the total amount payable under the terms of this Agreement, if the Agreement exceeds \$25,000. A public works contract is defined as "an Agreement for the erection, construction, alteration, repair or improvement of any public structure, building, road or other public improvement of any kind." (Public Contract Code section 7103.)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

23. Insurance Requirements

The Contractor agrees the insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time during the term of this Agreement, the Contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as outlined below for not less than the remainder of the term of this Agreement, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and the Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the EDD may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. The Contractor shall provide written notice to the EDD within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

The Contractor shall display evidence of the following coverage on an ACORD certificate:

- A. **General Liability Insurance** – The Contractor shall furnish to the EDD a certificate of insurance prior to commencement of work stating there is general liability insurance in effect for the Contractor in an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined.

The certificate of insurance must include the following provision stating:

“The State of California, its officers, agents, employees and servants are included as additional insured, but only with respect to work performed for the EDD under this Contract.” The additional insured endorsement must accompany the certificate.

- B. **Automobile Liability Insurance** - The Contractor shall furnish to the EDD a certificate of insurance evidencing automobile liability insurance presently in effect for the Contractor of not less than \$1,000,000 per accident while utilizing a motor vehicle in the performance of this contract. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.
- C. **Workers' Compensation and Employer's Liability Insurance** - The Contractor shall furnish to the EDD a certificate of insurance evidencing Workers' Compensation and Employers Liability Insurance presently in effect with limits not less than \$1,000,000 by an insurance carrier licensed to write Workers' Compensation insurance in California. Such certificate shall include the name of the carrier and the policy inception and expiration dates. If the Contractor is self-insured for Workers' Compensation, a certificate must be presented evidencing Contractor is a qualified self-insurer in the State of California.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

24. Employment of Undocumented Aliens

No State agency or department, as defined in Public Contract Code section 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, who has, in the preceding five (5) years, been convicted of violating a state or federal law regarding the employment of undocumented aliens Public Contract Code section 6101.

25. Workforce Innovation and Opportunity Act

The Contractor agrees to conform to nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 CFR parts 37 and 38.

26. 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, the Contractor represents that it is not a target of Economic Sanctions. Should the state determine the 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.

27. Public Contract Code section 9204 - Claims and Disputes

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with section 19100) of Part 2, and Article 1.5 (commencing with section 20104) of Chapter 1 of Part 3 of the Public Contract Code, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

- (C) Payment of an amount that is disputed by the public entity.
- (2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
- (3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
- (B) "Public entity" shall not include the following:
- (i) The Department of Water Resources as to any project under the jurisdiction of that department.
 - (ii) The Department of Transportation as to any project under the jurisdiction of that department.
 - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
 - (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
 - (v) The Military Department as to any project under the jurisdiction of that department.
 - (vi) The Department of General Services as to all other projects.
 - (vii) The High-Speed Rail Authority.
- (4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual Agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
- (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
- (di) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
- (C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

- (D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under section 20104.4 to mediate after litigation has been commenced.
- (E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- (3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
- (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.
- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
- (f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

- (g) This section applies to contracts entered into on or after January 1, 2017.
- (h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
- (i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

EXHIBIT E (Standard Agreement)

FD0142

STATE OF CALIFORNIA

STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION CONTRACT SPECIFICATIONS (GOVERNMENT CODE, SECTION 12990)

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.

- a. **“Administrator”** means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing (DFEH), or any person to whom the Administrator delegates authority;
- b. **“Minority”** includes:
 - (i) **Black** (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);
 - (ii) **Hispanic** (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish derived culture or origin regardless of race);
 - (iii) **Asian/Pacific Islander** (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and
 - (iv) **American Indian/Alaskan Native** (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).
2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of \$5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.
3. The contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through (e) of these specifications.
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Government Code, Section 12990, or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under Steps a. through e. below:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all leadpersons, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Provide written notification within seven days to the director of DFEH when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.

EXHIBIT E
(Standard Agreement)

FD0142

STATE OF CALIFORNIA

**STANDARD CALIFORNIA NONDISCRIMINATION
CONSTRUCTION CONTRACT SPECIFICATIONS
(GOVERNMENT CODE, SECTION 12990)**

-
- d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general leadpersons, on-site leadpersons, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
 - e. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.
- 7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.
 - 8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (Gov. Code Section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
 - 9. Establishment and implementation of a bona fide affirmative action plan pursuant to Section 8104(b) of this Chapter shall create a rebuttable presumption that a contractor is in compliance with the requirements of Section 12990 of the Government Code and its implementing regulations.
 - 10. The Contractor shall not use the nondiscrimination standards to discriminate, harass or allow harassment against any person because of race, color, religious creed, sex, national origin, ancestry, disability (including HIV and AIDS), medical condition (cancer), age, marital status, or denial of family and medical care leave and denial of pregnancy disability leave.
 - 11. The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code Section 12990.
 - 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.
 - 13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g., mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

M125683-7100

PURCHASING AUTHORITY NUMBER (If Applicable)

EDD-7100

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

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

September 1, 2026 or upon final approval, whichever is later

THROUGH END DATE

December 31, 2026

3. The maximum amount of this Agreement is:

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

Exhibits		Title	Pages
	Exhibit A	Scope of Work	1
	Exhibit A-1	Specifications	8
	Exhibit A-2	Floor Plan	1
+	Exhibit A-3	Asbestos Report	6
-			
+	Exhibit B	Budget Detail and Payment Provisions	2
-			
+	Exhibit C *	General Terms and Conditions	GTC 02/2025
-			
+	Exhibit D	Special Terms and Conditions	12
-			
+	Exhibit E	State of California Nondiscrimination Construction Contract Specifications	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.)

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

M125683-7100

PURCHASING AUTHORITY NUMBER (If Applicable)

EDD-7100

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTING AGENCY ADDRESS

1416 9th Street, MIC 62-C

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Tiffany Ladd

TITLE

Supervisor II, Contract Services Group

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

DGS Exemption Letter 54.7

ATTACHMENT 1**COST PROPOSAL**

The undersigned Contractor hereby proposes to furnish all labor, materials, tools and equipment, and hold licenses necessary to provide **Carpet Replacement and Installation Services** for the EDD facility located at **1225 4th Ave, Oakland CA 94606** in accordance with the Specifications and provisions received with the IFB, for the **total amount of:**

_____. (\$ _____).

Contract award will be based on the lowest Total Amount bid. The total quote shall be considered full compensation for all material, labor, and travel costs (e.g., travel time, mileage, per diem, etc.) associated with tasks performed under this Agreement.

Bidder's Firm Name (DBA) _____

Business Address _____

City/State _____ ZIP _____

Telephone Number (_____) _____ FAX Number (_____) _____

E-Mail Address _____

Type of Business: ☐ Individual ☐ Partnership ☐ Corporation ☐ Association

Contractor's Federal ID Number (preferred) or SSAN _____

California Employer Account Number _____

Contractor's License Number _____

Expiration Date _____ Class _____

Department of Industrial Relations Public Works Contractor Registration Number _____

The Contractor certifies under penalty of perjury the accuracy of his/her license number, class, and expiration date. **(A bid which does not contain the above information, or if the information is later proven false, shall be considered nonresponsive and rejected by the State agency.)**

Small Business (SB)/Nonprofit Veteran Service Agency* ☐ Yes ☐ No

Small Business (SB)/Microbusiness Certification* ☐ Yes ☐ No

Certified Disabled Veteran Business Enterprise* ☐ Yes ☐ No

*If claiming any of the preferences above, provide your Office of Small Business and DVBE Services Certification Reference Number _____.

ATTACHMENT 1
COST PROPOSAL

Principal who is authorized to bind the bidder:

_____	_____
Typed Name	Title

_____	_____
Signature	Date

Contractor's contact person shall be: _____
Name and Phone Number

All bids must be submitted no later than **3:00 p.m. (PT) on July 1, 2026.**

ATTACHMENT 1

ATTENTION ALL BIDDERS

A. Federal Employer ID Number or Social Security Account Number (SSAN)

Title 2 of the California Code of Regulations, section 11114 requires that all contracting State agencies provide the Civil Rights Department the Federal Employer ID Numbers of all vendors awarded State contracts in excess of \$5,000. Additionally, the Federal Internal Revenue Code requires the State to report certain payments to individuals. Accordingly, you must provide your Federal Employer ID Number or Social Security Account Number (SSAN) in the space provided.

B. California Employer Account Number

The number California employers use to report their Unemployment Insurance, Disability Insurance, and Personal Income Tax payments to the State of California.

C. Original Signature Requirement on Bids

This is to remind bidders that bids must have a signature to be accepted by this office. If bids do not have a signature they shall be considered nonresponsive and rejected. Signature stamps are NOT acceptable.

ATTACHMENT 2

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?

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.

ATTACHMENT 3

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

ATTACHMENT 3

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,

ATTACHMENT 3

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))

ATTACHMENT 3

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.

DARFUR CONTRACTING ACT CERTIFICATION

DGS PD 1 (Rev. 12/19)

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

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

OPTION #1 - CERTIFICATION

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

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

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

OPTION #2 – WRITTEN PERMISSION FROM DGS

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

ATTACHMENT 4

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

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

ATTACHMENT 5

**NON-COLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID FOR PUBLIC WORKS
(Rev 6/17)**

The undersigned declares:

I am the _____ of _____, the party
making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ (date), at _____ (city), _____ (state).

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/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 and State of</i>	

CERTIFICATION REGARDING LOBBYINGCERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Grantee/Contractor Organization

Program/Title

Name and Title of Authorized Signatory

Signature

Date

*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per 29 CFR 93.110).

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitment.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFD-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

PAYEE DATA RECORD

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

STD 204 (Rev. 03/2021)

Print Form

Reset Form

ATTACHMENT 8

IFB No. 125683

Page 1 of 2

Section 1 – Payee Information**NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 – Entity Type****Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2)☐ **SOLE PROPRIETOR / INDIVIDUAL**☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*☐ **PARTNERSHIP**☐ **ESTATE OR TRUST****CORPORATION** (see instructions on page 2)☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)☐ **LEGAL** (e.g., attorney services)☐ **EXEMPT** (e.g., nonprofit)☐ **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**

_____ - _____ - _____

Section 4 – Payee Residency Status (See instructions)☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.☐ No services performed in California☐ Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification****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.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency****Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE**
Employment Development Department**UNIT/SECTION**
Contract Services Group**MAILING ADDRESS**
1416 9th Street, MIC 62-C**FAX****TELEPHONE** (include area code)
916-982-1442**CITY**
Sacramento**STATE**
CA**ZIP CODE**
95814**E-MAIL ADDRESS**
Taliah.Andrade@edd.ca.gov

PAYEE DATA RECORD

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

STD 204 (Rev. 03/2021)

ATTACHMENT 8**GENERAL INSTRUCTIONS**

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

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.

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).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

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

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification 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.

Section 4 – Payee Residency Status**Are you a California resident or nonresident?**

- 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.
- 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.
 - 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.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

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

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

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**ATTACHMENT 9**

(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****DATE****TELEPHONE** (Include area code)

X _____

(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.