



June 23, 2026

TO PROSPECTIVE BIDDERS

SUBJECT: INVITATION FOR BID (IFB) No. **127365**

**“As Needed” Plumbing Services for the EDD
Facility located at 1225 4th Avenue, Oakland, CA
94606**

Term: August 1, 2026 through March 31, 2029

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

Inspection of Premises

You may arrange to inspect the site by calling Jovanni Gracida at (916) 296-0697 between 8 a.m. and 5 p.m., Monday through Friday. You should carefully and thoroughly inspect the site. If you submit a quote, it shall be presumed that you have carefully and thoroughly inspected the site and are satisfied as to the conditions to be encountered.

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) 296-0697 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 8, 2026 by 3:00 p.m. (PT)

If you have any questions, please contact me at Cezar.Albor@edd.ca.gov

/s/**Cezar Albor**
Contract Analyst

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. 127365
Bid Due Date: **July 8, 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	5
	Exhibit A-2, Asbestos Report.....	6
	Exhibit A-3, State of California Holiday Schedule.....	1
B	Budget Detail and Payment Provisions.....	2
C	*General Provisions – 02/2025.....	0
D	Special Terms and Conditions.....	3
E	STD 213, Sample Standard Agreement	2

Attachment

1	Cost Proposal	3
2	Bidder Declaration.....	2
3	Contractor Certification Clauses.....	4
4	Darfur Contracting Act Certification.....	2
5	STD 204, Payee Data Record.....	2
6	STD 205, Payee Data Record Supplement.....	2

**STATE OF CALIFORNIA
EMPLOYMENT DEVELOPMENT DEPARTMENT
INSTRUCTIONS TO BIDDERS
Invitation for Bid (IFB) No. 127365**

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 11, 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.127365."**
- c. 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 8, 2026. Signed copies of the sealed bid package are to be 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: Cezar Albor

Email Delivery:

Cezar.Albor@edd.ca.gov

Bids received and time stamped after 3:00 p.m. (PT) on the bid closing date of July 8, 2026, will be considered "late", disqualified and will be returned to sender.

Public Bid Opening

The public bid opening is scheduled for **July 9, 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 23, 2026
Deadline to Submit Questions	July 3, 2026 by 3:00 PM PT
Response to Questions	July 6, 2026 by 5:00 PM PT
Proposals Due	July 8, 2026 by 3:00 PM PT
Intent to Award	Week of July 13, 2026
Contract Commencement	August 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. **California Certified Small Business Subcontractor Preference**

A five percent (5%) bid preference is available to a non-small business claiming twenty-five percent (25%) California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the bid response must include a list of the small business(es) with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the net bid price with one or more California certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the contract as defined in Government Code section 14837(d)(4).

The required list of California certified small business subcontractors must be attached to the bid response and must include the following: 1) subcontractor name; 2) address; 3) phone number; 4) a description of the work to be performed and/or products supplied; 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor.

Bidders claiming the five percent (5%) preference must commit to subcontract at least twenty-five percent (25%) of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services no later than 5:00 p.m. on the bid due date, and the Office of Small Business and DVBE Services must be able to approve the application as submitted. Questions regarding certification should be directed to the Office of Small Business and DVBE Services at (916) 375-4940.

e. 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 8, 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 to circumvent competitive bidding. A certified Small Business/Microbusiness, Small Business/Nonprofit Veteran Service Agency or a certified Disabled Veteran Business Enterprise will only be permitted to subcontract in order to meet Department requirements and/or preferences. The subcontracting services and amount shall not exceed 25 percent (25%) of the bid. The Contractor shall be solely responsible for fulfilling the requirements of the bid. If it is anticipated that subcontractors will be used, the bid must include the name(s) of person(s) or firm(s), and must specify the portions and monetary percentages of the work to be done by them.

9. **Subcontractors Substitution**

If EDD gives written approval to subcontract, Public Contract Code section 4107 authorizes an awarding authority to consent to substituting a subcontractor when the subcontractor listed in the bid fails or refuses to execute a written Contract for the Scope of Work specified in the subcontractor's bid, and at the price specified in the subcontractor's bid.

10. **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.

11. **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.

12. **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.

13. **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

14. **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 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.

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 4	Darfur Contracting Act Certification	YES, if applicable
	Attachment 5	STD 204 Payee Data Record	YES
	Attachment 6	STD 205 Payee Data Record Supplement	YES, if applicable
		Secretary of State Certification of Status	YES, if applicable
		Copy of 36 License	YES

The following document(s) are due upon award:

		Copy of Vendor's Insurance Certificates and Additional Insured Endorsement(s)
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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 [Contractor] hereinafter referred to as the Contractor, for the purpose of providing "As Needed" Plumbing Services for the EDD facility located at 1225 4th Avenue, Oakland, CA 94606.
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) 296-0697
Email: Jovanni.Gracida@edd.ca.gov

Contractor

[Business Name]
Attn:
[address]
[city, state, zip code]
Phone:

3. The services shall be provided in accordance with Exhibit A-1, Specifications, Exhibit A-2, Asbestos Report, and Exhibit A-3, State of California Holiday Schedule, which are incorporated as a part of this Agreement.
4. 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 install all materials/products per the manufacturer's specifications and per accepted industry standards. Should there be any errors or omissions in any of the instructions, specifications, or exhibits in regards to materials and or methods recommended, it shall be the Contractor's responsibility to notify the EDD Representative, and upon agreement, use the appropriate materials, 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, MIC 62-2, Sacramento, CA 95814. The EDD Representative is NOT the Manager of the EDD Field Office or one of his/her designees.

II. SCOPE OF WORK

- A. The intent of this Agreement is for the Contractor to provide "as needed" plumbing services for the EDD facility during those periods of time when an EDD Maintenance Mechanic is unable or unavailable to provide services. The EDD does not guarantee a specific amount of work under this Agreement. Any quantities of work listed are to be considered estimates only, unless otherwise specified.
- B. The Contractor will be expected to provide any or all of the following during the term of this Agreement:
- Inspections pertaining to repair work orders.
 - Consultation/planning on the best method to achieve the intended result.
 - Completion of maintenance/repair work orders as provided by the EDD Representative.
 - Minor emergency repairs.
 - Repairs normally not exceeding two workdays per task.
 - 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 needing repair or replacement.
 - The Contractor shall comply with all state, EDD, and local office policies and procedures while on the premises.
- C. All work shall be completed in compliance with any related drawings and specifications, and shall comply with all applicable building codes, regulations and ordinances.

EXHIBIT A-1
SPECIFICATIONS
(Standard Agreement)

IFB No. 127365
Page 2 of 5

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.

D. The Contractor must have a valid **C-36** State Contractor's 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.

E. The Contractor shall not assign or subcontract any work covered by this Agreement.

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."

Install, repair, test and/or replace:

- Backflows - repair/replace/test
- Bio-degradable chemical treatments
- Dishwashers
- Earthquake/seismic valves
- Faucets
- Garbage disposals
- Gas, water, and sewer lines
- Hose bibs
- Hydro-jetting/mini-jetting
- In-pipe video inspections
- Leak and pipe locating
- Noisy pipe control
- Odor control
- Pressure regulators
- Processed piping
- Remodels
- Re-pipes
- Septic tank treatments
- Sewer and drain cleaning
- Sewer pipe relines
- Toilets - gravity fed/flush valve/handicap/pressure assist
- Traps - grease/hair/sediment
- Underground piping
- Urinals
- Water filtration systems

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

IFB No. 127365
Page 3 of 5

- Water heaters - tankless/gas/electric/electronic ignition
- Water softener systems

B. **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.

C. **THE CONTRACTOR'S RESPONSIBILITIES:**

1. It will be the Contractor's responsibilities to field verify all existing conditions and measurements prior to submitting any proposal.
2. The Contractor shall furnish all labor and equipment necessary to perform all of the services presented in these 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.
4. The Contractor shall make available, at the job site, a contact person able to communicate effectively with the EDD staff who may address concerns or specifications of the Contract.

D. **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.

E. **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.

F. **WORKMANSHIP:** All workers shall be skilled for the particular work involved. All workmanship must be of high quality level and meet all industry standards.

G. **CLEANUP:** The Contractor shall keep the 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.

H. **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.

I. **ADJACENT SURFACES OR FEATURES:** Neatly replace, patch, and finish in kind all adjacent surfaces or features displaced or disturbed in the performance of work,

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

IFB No. 127365
Page 4 of 5

such as, but not limited to, acoustical tile, rubber base, paint, floor covering, etc. Make joining of new and existing work as inconspicuous as possible. Upon completion of task, there shall be no noticeable difference between the new and existing surfaces.

- J. **COORDINATION OF WORK:** The Contractor may not be the sole provider of services on certain tasks or 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.
- K. **SUPERVISION:** The Contractor shall be on-site 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. All work performed shall be completed during normal business hours unless other arrangements have been made with the EDD Representative. Normal work time is defined, for the purpose of this Agreement, as between the hours of **8:00 a.m. and 5:00 p.m., Monday through Friday**. The Contractor may be required to work on weekends, after normal business hours, on Saturdays, Sundays and holidays as directed by the EDD Representative.
- B. All work outlined in these Specifications or assigned by work order shall be completed promptly on an "as needed" basis with a 24-hour Contractor response time unless other arrangements are agreed upon between the EDD Representative and the Contractor, or an emergency is specified in the work request.
- C. The Contractor must be able to respond to *Emergency Calls* within **two (2) hours**. Emergency work shall be determined by the EDD Representative on a "situation-by-situation" basis.

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 there from, 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. Salvaged devices may be reused as allowed by the National Electrical Code. All others must be new. All removed devices not reused under this Agreement shall remain the property of the EDD unless the EDD Representative approves otherwise.
- D. The Contractor shall not store any materials and or equipment at the EDD facility unless agreement is previously reached with the EDD Representative on a "PER TASK" assignment.

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

IFB No. 127365
Page 5 of 5

- E. 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 building in areas of construction 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 the 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 Material Safety and Data Sheets.
- E. The EDD office area may be occupied while performing work 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.

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. 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, the Contractor shall remedy any defect due thereto and pay for any damage to other work resulting there from, 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
ASBESTOS REPORT
(Standard Agreement)**



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

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

EXHIBIT A-2
ASBESTOS REPORT
(Standard Agreement)

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.



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

EXHIBIT A-2
ASBESTOS REPORT
(Standard Agreement)

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

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

EXHIBIT A-2
ASBESTOS REPORT
(Standard Agreement)

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



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

www.csceng.com

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

**EXHIBIT A-2
 ASBESTOS REPORT
 (Standard Agreement)**

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.



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

EXHIBIT A-2
ASBESTOS REPORT
(Standard Agreement)

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)



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**EXHIBIT A-3
STATE OF CALIFORNIA HOLIDAY SCHEDULE
(Standard Agreement)**

DATE	HOLIDAY
January 1 st	New Year's Day*
3 rd Monday in January	Martin Luther King, Jr. Day
3 rd Monday in February	President's Day
March 31 st	Farmworkers Day
Last Monday in May	Memorial Day
July 4 th	Independence Day*
1 st Monday in September	Labor Day
November 11 th	Veteran's Day**
4 th Thursday; adjacent Friday in November	Thanksgiving
December 25 th	Christmas Day

* If any of these holidays occur on a Saturday, the holiday is not observed via the closing of state offices during the week. If any of these holidays occur on a Sunday, the holiday is observed on the next day (Monday).

** If Veteran's Day occurs on a Saturday, the holiday is observed on the proceeding Friday. This is the only exception to the Saturday Holiday Rule above. If this holiday occurs on a Sunday, the holiday is observed on the next day (Monday).

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)

I. Invoicing and Payment

- A. In consideration of satisfactory services performed, the EDD agrees to pay the **hourly rate of []** for "As Needed" Plumbing Services. The total amount of this Agreement shall not exceed []

Overtime charges shall not exceed one and one half times the amount of the hourly rate. All travel costs (travel time, mileage, and per diem) associated with work accomplished in this Contract are to be included in the hourly rate.

- B. The invoices must reference the following:

- The EDD Contract Number **M127365-7100**
- 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 Street, MIC 62-2
Sacramento, CA 95814
Attn: Jovanni Gracida
Jovanni.Gracida@edd.ca.gov

- C. Repair costs must first be approved by the EDD Representative. Repairs costs identified as outside day to day maintenance and repair services are to be submitted to the EDD Representative in writing and should include specifications of work needing to be completed and detailed cost estimate.
- D. The Contractor will be paid a minimum of one hour per each visit for "as needed" repairs.
- E. Where a certain quantity of material is specified and materials are to be selected by the EDD, it is understood if the quantity is over or under, an addition, or deduction in agreement cost may be made.

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.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)

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.

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. **Workforce Innovation and Opportunity Act (WIOA)**

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.

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. **Settlement of Disputes**

Any dispute concerning a question of fact arising under the term of this Agreement which is not disposed of within a reasonable period of time (ten days) by the Contractor and the EDD employees normally responsible for the administration of this Contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution.

4. **Force Majeure**

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

5. **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.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

6. 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 non-execution 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 and shall be responsible for any injury or damage incurred. The EDD assumes no liability for the Contractor's equipment or material.

7. 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.

8. Guarantees

Unless previously agreed upon 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.

9. Correction of Work

Prior to final payment, work that does not comply with the requirements of the Agreement, either specified in writing, or by oral agreement, must be promptly replaced by the Contractor at his/her own expense with work that does comply. In making such replacement, the Contractor shall bear all expenses involved in making good all damages or destruction caused to the work of other contractors.

10. 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 State 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 EDD within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

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. **Workers' Compensation and Employers Liability** - The Contractor shall furnish to the EDD a certificate of insurance evidencing Workers' Compensation and Employers Liability Insurance 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.
- C. **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.

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

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

EXHIBIT E**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

M127365-7100

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

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

THROUGH END DATE

March 31, 2029

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	5
	Exhibit A-2	State of California Holiday Schedule	1
+	Exhibit B	Budget Detail and Payment Provisions	2
-			
+	Exhibit C*	General Terms and Conditions	GTC 02/2025
-			
+	Exhibit D	Special Terms and Conditions	3
-			

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

Suitand

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 M127365-7100	PURCHASING AUTHORITY NUMBER (If Applicable) EDD-7100
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Employment Development Department			
CONTRACTING AGENCY ADDRESS 1416 9th Street, MIC 62-2	CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Karen Haran	TITLE Supervisor, 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 **"As Needed" Plumbing Services** for the Employment Development Department (EDD) facility located at **1225 4th Avenue, Oakland, CA 94606** in accordance with the Specifications and provisions received with the IFB for the **Total Hourly Rate** of:

_____ Dollars (\$)).

*Contract award will be determined by the Hourly Rate quote. The Hourly Rate quote shall be considered full compensation for all labor and travel costs (e.g., travel time, mileage, per diem, etc.) associated with tasks performed under this Agreement. **Overtime charges shall not exceed one and one-half times the amount of the Hourly Rate.***

Materials: MATERIAL COSTS MAY REFLECT UP TO A 10% CONTRACTOR MARKUP. Invoices shall have receipts attached for any materials charged to EDD. Contractor shall be reimbursed for the actual cost of parts, materials or supplies purchased to be consumed or installed at the work site in performance of the Agreement (including applicable sales tax). Invoices for parts, materials or supplies must be supported by written receipts to obtain reimbursement.

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 _____

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.)**

ATTACHMENT 1

IFB No. 127365
Page 2 of 3

Small Business (SB)/Nonprofit Veteran Service Agency*

☐ Yes ☐ No

Small Business (SB)/Microbusiness Certification*

☐ Yes ☐ No

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

Principal who is authorized to bind the bidder:

Typed Name Title

Signature Date

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

Bids must be submitted no later than **3:00 p.m. on July 8, 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 (formerly Department of Fair Employment and Housing) 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 an original signature, in ink, to be accepted by this office. If bids do not have an original signature in ink, 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?
				0%	☐	☐
				0%	☐	☐
				0%	☐	☐

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

ATTACHMENT 2

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.

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>	

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 5****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)
916-982-1458**CITY**
Sacramento**STATE**
CA**ZIP CODE**
95814**E-MAIL ADDRESS**
Cezar.Albor@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 5

IFB No. 127365

Page 2 of 2

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 6

(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record.

Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.)

STD 205 (New 03/2021)

Payee Information (must match the STD 204)

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

Additional Remittance Address Information

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

1	REMITTANCE ADDRESS (number, street, apt or suite no.)		
	CITY	STATE	ZIP CODE
2	REMITTANCE ADDRESS		
	CITY	STATE	ZIP CODE
3	REMITTANCE ADDRESS		
	CITY	STATE	ZIP CODE
4	REMITTANCE ADDRESS		
	CITY	STATE	ZIP CODE
5	REMITTANCE ADDRESS		
	CITY	STATE	ZIP CODE

Additional Contact Information

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

1	CONTACT NAME	
	TELEPHONE (Include area code)	EMAIL
2	CONTACT NAME	
	TELEPHONE	EMAIL
3	CONTACT NAME	
	TELEPHONE	EMAIL

Certification

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

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

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

PAYEE DATA RECORD SUPPLEMENT

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

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.