



CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

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Governor

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Secretary, Government Operations Agency

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Director

ACQUISITIONS MANAGEMENT SECTION
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www.cdtfa.ca.gov

**NO. 2024-11001
INVITATION FOR BID
CONFIDENTIAL DESTRUCTION FOR BOARD OF EQUALIZATION
NORTHERN/SOUTHERN CALIFORNIA OFFICES
NOTICE TO PROSPECTIVE BIDDERS**

Date: September 3, 2024

The California Department of Tax and Fee Administration (CDTFA) is releasing Invitation for Bid (IFB) NO. 2024-11010 entitled BOE On-site witnessed mobile confidential document shredding, conducted on behalf of the Board of Equalization (BOE).

Bidders are advised to check the Cal eProcure website for addendums, modifications, and updates to the bid documents. CDTFA is not responsible for failure of the prospective bidder to check for any bid document updates, changes, or answers to questions posted on Cal eProcure. Failure to periodically check the website will be at the bidder's sole risk.

In submitting your bid, you must comply with the instructions found herein. Be advised, your bid response will become public record once the Contract becomes final. The CDTFA will provide access to all records upon request unless the law provides an exemption from mandatory disclosure, or a court order is provided.

In the opinion of the CDFTA, this IFB package is complete and without need of explanation. The contact person for this IFB is:

Acquisitions Analyst:
David Faulkner
California Department of Tax and Fee Administration
Acquisitions Management Section (AMS)
651 Bannon Street, Suite 100, MIC:24
Sacramento, CA 95811
Telephone: (916) 309-5421
Email: ADMIN-AMSCONTRACTS@CDTFA.CA.GOV

Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum. CDTFA reserves the right to reject any and all of the bidders' final responses.

The electronic documentation sent via this email transmission shall not be altered in any manner. The State's copy of the electronic documentation developed for this IFB, is for the purposes of issuing a binding contract and shall be considered the ORIGINAL.

David Faulkner
Acquisitions Analyst

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REQUIRED BID DOCUMENTS CHECKLIST

1. Exhibit B-1 Rate Sheet - (Attachment 1)
2. Bid/Bidder Certification Sheet - (Attachment 2)
3. Payee Data Record (Std. 204) which can be accessed on the DGS/PD website, linked here: [STD 204 - Payee Data Record \(ca.gov\)](#)
4. Bidder Declaration/Written Version GSPD-05-105 (written), which can be accessed on the DGS/PD website, linked here: [Bidder Declaration - Written GS PD-05-105 \(ca.gov\)](#).
5. Disabled Veteran Business Enterprise (DVBE) Declaration (DGS PD Std. 843) which can be accessed on the DGS/PD website, linked here: [DVBE Declaration DGS PD Std 843 \(ca.gov\)](#)
6. Darfur Contracting Act, DGS PD 1, which can be accessed on the DGS/PD website, linked here: [Darfur Contracting Act Certification DGS PD 1 \(ca.gov\)](#)
7. California Civil Rights Laws (DGS OLS 04) which can be found on the DGS/PD website linked here: [CALIFORNIA CIVIL RIGHTS LAWS \(ca.gov\)](#)
8. Commercially Useful Function (CUF) Compliance Form More detail information regarding CUF is located online on the DGS/PD website linked here: [Commercially Useful Function for Certified Firms \(ca.gov\)](#)
9. Generative Artificial Intelligence (GenAI) Disclosure & Factsheet (STD. 1000) [GenAI Disclosure & Factsheet](#). Failure to submit the GenAI Disclosure & Factsheet (STD 1000) will result in disqualification of the Bidder / Offeror / Contractor.

SAMPLE STD. 213 STANDARD AGREEMENT FORM (ATTACHMENT 3)

- EXHIBIT A – Statement of Work
 EXHIBIT A - Attachment 1 - Locations
 EXHIBIT B – Budget Detail and Payment Provisions
 EXHIBIT B-1 – Rate Sheet
 EXHIBIT C – General Terms and Conditions (This document can be viewed at <https://www.dgs.ca.gov/OLS/Resources>)
 EXHIBIT D – Special Terms and Conditions
 EXHIBIT E - Additional Provisions

BIDDER REQUIREMENTS AND INFORMATION

1. PURPOSE AND DESCRIPTION OF SERVICES

The purpose of this solicitation is to provide, destruction of confidential materials at the Board of Equalization (BOE) Board Members' Offices and BOE Field Offices in Northern and Southern California region on an as needed basis.

Proposed Term: **October 1, 2024** or upon DGS approval, whichever occurs later **through June 30, 2026**. This Agreement may be amended to extend the term for one additional year and/or add/remove office locations, if it is determined to be in the best interest of BOE. Upon signing the amendment, Contractor hereby agrees to provide services for the extended period at the rates specified in the original Agreement. See Exhibit A, Statement of Work, for a complete description of services.

2. BIDDER'S MINIMUM QUALIFICATIONS

The bidder must provide a detailed response in their Bid package, outlining information as to how the bidder meets each of the minimum qualifications listed below. The bidder must provide their detailed response in a cover letter detailing their experiences and how they meet the minimum qualifications as detailed in Item #2. Bidder's Minimum Qualifications. Bids that do not meet the minimum qualifications may be determined non-responsive and ineligible for award.

- A. Bidder must have at least three (3) years of experience with destruction of confidential material services.
- B. Bidder must provide insurance and endorsements as described in the Draft Standard Agreement, Exhibit E, Additional Provisions, if selected for award.
- C. Disabled Veteran Business Enterprises (DVBE) and/or Certified Small Business (SB) participation is strongly encouraged for this IFB.

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

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

4. HEALTH AND SAFETY

Contractors are required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractors are also required to comply with the state agency's specific health and safety requirements and policies. Contractors agree to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, the state agency's specific health and safety requirements and policies.

5. PROHIBITION ON TAX DELINQUENTS

Persons or companies identified as the largest tax delinquents by the Franchise Tax Board (FTB) or the (CDTFA) under authority of Sections 7063 or 19195 of the Revenue and Taxation Code, shall be disqualified from the bidding process.

Pursuant to PCC §10295.4, contracts are void and unenforceable if a Contractor is included on tax delinquency lists. (a) Notwithstanding any other law, a state agency shall not enter into any contract for the acquisition of goods or services with a contractor whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. Any contract entered into in violation of this subdivision is void and unenforceable.

6. SCHEDULE OF EVENTS

Event	Date	Time
IFB available to prospective Bidders	September 3, 2024	
Written questions regarding IFB are due by (Note: See additional info in Section 7.)	September 6, 2024	12:00 noon (PST)
Written responses to IFB questions released by	September 10, 2024	4:00 pm (PST)
Final date for bid submission and bid opening (Note: See additional info in Section 8.)	September 16, 2024	12:00 pm (PST)
Bid Opening/Evaluation	September 16, 2024	N/A
Notification of Intent to Award	September 16, 2024	4:00 pm (PST)
Proposed start date of contract	October 1, 2024, or upon DGS approval, whichever occurs later	N/A

7. WRITTEN QUESTIONS

Submit all written questions via electronic mail (email) to the contact email indicated on the cover page of this IFB package no later than the date and time specified in Section 6. Schedule of Events. Written responses to IFB questions will be released by the date and time specified in Section 6., Schedule of Events and viewable in the online project advertisement in Cal eProcure at: www.caleprocure.ca.gov.

Note: A summary of questions and answers shall be publicly posted on Cal eProcure in accordance to Section 6., Schedule of Events for Written Responses to IFB Questions released by September 10, 2024.

8. SUBMISSION OF BIDS

A. Bids must be submitted via email, no later than the date and time specified in **Section 6, Schedule of Events**.

Bids submitted via email must be sent to the CDTFA AMS' email inbox at:

ADMIN-AMSCONTRACTS@CDTFA.CA.GOV.

B. The email must contain the following in the subject line:

- 1) BIDDER'S/COMPANY'S NAME
- 2) BID PROPOSAL must be labeled IFB #2024-11010
- 3) In the body of the email, provide a short sentence to identify the service requested, the IFB number, and send "cc" ATTN: David Faulkner at david.faulkner@cdtfa.ca.gov.

- C. Bids must be received by the CDTFA no later than the date and time specified in Section 6. Schedule of Events. Any bid received after the specified due date and time will not be accepted and shall remain unopened and shall be returned to the bidder as a rejected bid. It is CDTFA's policy to make every effort to ensure that all bids have been received and properly time stamped and certified; however, bidders are ultimately responsible for ensuring timely receipt of their bid. Bidders may verify receipt of their bid by contacting the person identified in the cover letter of this IFB prior to the Bid Opening.
- D. Bids shall include all required bid documents identified in the Required Bid Documents Checklist. Only submit the required bid documents with your bid, not the entire IFB package. Bids not including the required bid documents shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements. Additionally, bid documents mailed or personal delivery shall be stapled and placed in a secure envelop; bid documents DO Not need to be placed in a binder or folder for submission.
- E. All required bid documents submitted by mail or personal delivery must be printed single-sided. Bids that include required bid documents that are printed double-sided shall be deemed non-responsive.
- F. All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
- G. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications shall not be considered and shall cause a bid to be rejected.
- H. Costs for developing bids in anticipation of award of the contract are entirely the responsibility of the bidder and shall not be charged to the CDTFA.
- I. An individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet (Attachment 2). The signature must indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- J. A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, shall not be considered.
- K. A bidder may withdraw their bid by submitting a written withdrawal request to the CDTFA, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- L. The CDTFA may modify this IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- M. Bidders are cautioned to not rely on the CDTFA during the evaluation to discover and report to the bidder any defects and errors in the submitted documents. Bidders, before submitting their documents, should carefully proof them for errors and adherence to the IFB requirements.
- N. Where applicable, bidders should carefully examine work sites and specifications. Bidders shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the contract amount shall be made due to a lack of careful examination of work sites and specifications.
- O. Bidders should be aware that marking a document "confidential" or "proprietary" in a bid may exclude a bid from consideration for award and will not keep that document from being released after notice of award as part of the public record unless a court has ordered the CDTFA not to release the document. Any disclosure of confidential information provided by a bidder is a basis for rejecting the bidder's bid and ruling the bidder ineligible to further participate.

9. DISPOSITION OF BIDS

All documents submitted in response to this IFB shall become the property of the State of California and shall be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.). However, the contents of all proposals, draft bids, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bidder's bid, shall be held in the strictest confidence until notice of award is released. The content of all working papers and discussions relating to a bid shall be held in confidence indefinitely, unless the public's interest is best served by an item's disclosure because of its direct pertinence to a decision, agreement, or evaluation of a bid. Bid packages may be returned only at the bidder's expense unless such expense is waived by the CDTFA.

10. EVALUATION AND SELECTION

- A. Each bid shall be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- B. The CDTFA shall put each bid through a process of evaluation to determine its responsiveness to the CDTFA's needs.
- C. A bidder may be deemed not responsible, and their bid may be rejected if they have previously been terminated for cause/breach for the same or similar services at the location designated in this IFB.
- D. All bids may be rejected whenever the CDTFA determines that the cost is not reasonable or otherwise in the best interest of the CDTFA. There is no requirement to award a contract if, in the opinion of the CDTFA, no bids were received containing a reasonable contract price or if there is another business-based reason not to make an award.
- E. Bids that contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the bidder, may be rejected. If, in the opinion of the CDTFA, such information was intended to mislead the CDTFA in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this IFB, it shall be the basis for rejection of the bid.
- F. A bid may be rejected if it is conditional or incomplete. The CDTFA may reject any or all bids and may waive any immaterial deviation in a bid. The CDTFA's waiver of immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the contract.
- G. State's General Terms and Conditions (GTC) for Non-IT Services are not negotiable. The GTC may be viewed on the internet at: General Terms and Conditions (GTC 04/2017).
- H. The final selection shall be made based on the lowest responsible responsive bid. In the event there is tie, each of the tied bidders shall be contacted by the contact person indicated on the cover page of this IFB regarding a date and time for a flip of a coin. The bidder whose bid was received first shall make the call. Bidders or their authorized representative(s) are allowed to be present for the flip of the coin.

11. NOTICE OF INTENT TO AWARD CONTRACT

Upon written request by any bidder via email, or regular mail, or personal delivery prior to award of the contract, the CDTFA shall email and post in Cal eProcure, a written notice of intent to award contract no less than five (5) CDTFA business days prior to awarding the contract. All written requests must be submitted to and received by the contact person indicated on the cover page of this IFB prior to award of the contract.

12. PROTEST

- A. If any bidder, prior to the award of the contract, files an initial protest with the CDTFA and the Department of General Services (DGS) on the grounds that the protesting bidder is the lowest responsive responsible bidder, the contract shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- B. Within five (5) calendar days after filing an initial protest with the CDTFA and DGS, the protesting bidder shall file a full and complete written statement with the CDTFA and DGS specifying the grounds for the protest, including: the IFB number, the name of the State agency involved, and the agency contract person. Protestants should also include their fax number if they have one.
- C. A written protest must be sent by regular mail, emailed, courier, or personal delivery to both of the following:

Department of General Services
Office of Legal Services
Attn: Protest Coordinator
707 3rd Street 7th Floor
West Sacramento, CA 95605 email:
OLSProtests@dgs.ca.gov

California Department of Tax and Fee
Administration
Contracts Unit
Attn: David Faulkner
651 Bannon St., Ste. 100, MIC 24
Sacramento, CA 95811
email: ADMIN-AMSCONTRACTS@CDTFA.CA.GOV

13. NOTICE OF CONTRACT AWARD

The CDTFA shall email, or mail bidding contractors a written notice of contract award.

14. STANDARD CONDITIONS OF SERVICE

- A. Following the release of the written notice of contract award, the CDTFA shall email, fax, or mail the awarded contractor a prepared contract for signature that includes a cover letter instructing the awarded contractor on how to proceed. The cover letter may request that additional information and/or required documents be provided by the awarded contractor before the contract can be fully executed.
- B. Services shall be available on the expressed date set by the CDTFA after all approvals have been obtained and the contract is fully executed.
- C. All performance under the contract shall be completed on or before the termination date of the contract.
- D. No oral understanding or agreement shall be binding on either party.

15. REQUIRED DOCUMENTS (AWARDED CONTRACTOR)

- A. Prior to approval of the contract, the awarded contractor shall provide to CDTFA the following required documents within ten (10) calendar days. If the awarded contractor fails to provide the CDTFA with all of the following required documents within the above specified number of calendar days, the CDTFA may deem the awarded contractor as non-responsive and may rescind the contract award:

- 1) California Civil Rights Law Certification (Per Public Contract Code 2010)

The awarded Contractor shall sign and submit to the CDTFA, California Civil Rights Law Certification if the total Contract amount exceeds \$100,000.00. The form can be found on the DGS/PD website, linked here: [California Civil Rights Laws \(ca.gov\)](https://www.dgs.ca.gov/0200/civil_rights_laws)

2) Iran Contracting Act Certification

The awarded Contractor shall sign and submit to the CDTFA, Iran Contracting Act if the total Contract amount exceeds \$1,000,000.00. The form can be found on the DGS/PD website, linked here: [Iran Contracting Act Verification Form \(ca.gov\)](#).

16. SOCIO-ECONOMIC AND PREFERENCE PROGRAMS BID PREFERENCE(S)

A. Small Business/Micro Business (SB/MB) Enterprise Preference Program

- 1) A five percent (5%) preference will be granted to Bidders certified as "Small Business" or "Microbusiness" in accordance with California Code of Regulations, Title 2, § 1896 et. seq. A business that is not certified as a SB/MB may receive a preference of 5% if that business commits to subcontract at least 25% of its net bid price with one or more SB or MB. The value of the SB/MB preference cannot exceed \$50,000.00 when a contract award is based upon award to the lowest bid.
- 2) Submit a copy of your OSDS certification email confirmation with the Bid Form.

Note: Firms can apply for SB/MB and or DVBE certification on the OSDS website linked here: [Application for Certification as a SB/MB and/or DVBE \(ca.gov\)](#)

B. DVBE PARTICIPATION

- 1) The DVBE Participation Program for state contracts is established in Public Contract Code, § 10115 et seq., Military and Veterans Code (MVC), § 999 et seq., and California Code of Regulations, Title 2, § 1896.60 et seq. Military and Veterans code Section 999.2 establishes a contract participation goal of at least three percent (3%) for DVBE. This goal applies to a state agency's overall contracting program. For the purpose of this solicitation, the DVBE program requirements are waived. The DVBE Incentive does not alter this requirement.
- 2) A DVBE Incentive will be granted to bidders achieving DVBE Participation of one percent (1%) or more of their Bid total, in accordance with Military and Veterans Code, § 999.5(a) and (d), and California Code of Regulations §1896.98 et seq.
- 3) The DVBE Incentive will be applied during the Bid evaluation process and will only be applied to responsive Bids. Any Small Business Preference will be calculated prior to the DVBE Incentive calculation.
- 4) Each Bidder's DVBE Incentive percentage will be computed and subtracted from the lowest responsive Bid amount. Calculations to determine adjusted Bid price are for consideration only and the Contract will be awarded for the Bidder's actual Bid amount.
- 5) Bidders who have been certified by California as a DVBE should submit a completed form(s) DVBE DGS PD. 843. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). Should the form not be included with the solicitation, contact the State contracting official or obtain a copy online from OSDS website at: [Disabled Veterans Business Enterprise Declarations \(ca.gov\)](#)
- 6) The completed form must be included with the quotation/Bid response.

17. AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor certifies it complies with the Americans with Disabilities Act of 1990 (42 U.S.C. section 12101, et seq.).

18. GENERATIVE ARTIFICIAL INTELLIGENCE

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

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

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

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

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

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

**ATTACHMENT 1
EXHIBIT B-1 RATE SHEET**

Your bid may be deemed non-responsive by the CDTFA if you fail to complete, sign, and submit this document with your bid. The rates for these services shall be as listed below. The rates shall be all inclusive, to include all Bidder's costs, labor, materials, tools, equipment, licenses, delivery costs and all other services necessary to perform the services in accordance with the attached Exhibit A Statement of Work included herein. The CDTFA does not guarantee a minimum or maximum use of this Agreement. Contractor agrees to furnish all labor, materials and equipment, to perform all work required for the above-titled services in accordance with the Statement of Work.

The rates, set forth below shall remain in force for the stated term of the Agreement and shall include the cost of insurance, State sales tax and every other item of expense, direct or indirect, incidental to the Total Bid Price.

1. RATES

The total cost shall include all costs necessary to perform the services including travel costs. Frequency of Service is based on fifty-two (52) weeks per year. There shall be no minimum or maximum amount to be shredded. The total cost for Regular Scheduled Service shall be as follows:

Unless otherwise stated the number of bins for each location, is based on one (1) bin being approximately 42" high x 24" wide x 35" deep and having the capacity to hold approximately ninety-five (95) gallons or approximately two hundred fifty (250) pounds of paper.

Contract Term: October 1, 2024 or upon DGS approval, whichever occurs later through June 30, 2026.

The costs to be authorized on invoices shall be limited to the following:

No.	Office Location	Number of Bins Needed	Number of Visits Per Month	Cost per Pound
1	State Board of Equalization– 160 Promenade Circle, Suite 200 Sacramento, CA 95834	5 (95 gal)	1	\$
2	State Board of Equalization Executive Director's Office 160 Promenade Circle, Suite 100 Sacramento, CA 95834	1 (95 gal)	1	\$
3	State Board of Equalization Board Member District 1 500 Capitol Mall, Suite 620 Sacramento, CA 95814	1 (95 gal)	1	\$
4	State Board of Equalization Board Member District 2 621 Capitol Mall, Suite 2100 Sacramento, CA 95814	1 (95 gal)	1	\$
5	State Board of Equalization Board Member District 3 621 Capitol Mall, Suite 2160 Sacramento, CA 95814	1 (95 gal)	1	\$
6	State Board of Equalization Board Member District 4 925 L Street, Suite 1402 Sacramento, CA 95814	1 (95 gal)	1	\$
7	State Board of Equalization Board Member District 2 1875 S. Bascom Ave, Suite 2400 Campbell, CA 95008	1 (95 gal)	1	\$
8	State Board of Equalization Board Member District 3 401 Wilshire Blvd, Suite 310, Santa Monica, CA 90401	1 (95 gal)	1	\$

**ATTACHMENT 1
EXHIBIT B-1 RATE SHEET**

Year 2: Term: July 1, 2025 through June 30, 2026

No.	Office Location	Number of Bins Needed	Number of Visits Per Month	Cost per Pound
1	State Board of Equalization– 160 Promenade Circle, Suite 200 Sacramento, CA 95834	5 (95 gal)	1	\$
2	State Board of Equalization Executive Director's Office 160 Promenade Circle, Suite 100 Sacramento, CA 95834	1 (95 gal)	1	\$
3	State Board of Equalization Board Member District 1 500 Capitol Mall, Suite 620 Sacramento, CA 95814	1 (95 gal)	1	\$
4	State Board of Equalization Board Member District 2 621 Capitol Mall, Suite 2100 Sacramento, CA 95814	1 (95 gal)	1	\$
5	State Board of Equalization Board Member District 3 621 Capitol Mall, Suite 2160 Sacramento, CA 95814	1 (95 gal)	1	\$
6	State Board of Equalization Board Member District 4 925 L Street, Suite 1402 Sacramento, CA 95814	1 (95 gal)	1	\$
7	State Board of Equalization Board Member District 2 1875 S. Bascom Ave, Suite 2400 Campbell, CA 95008	1 (95 gal)	1	\$
8	State Board of Equalization Board Member District 3 401 Wilshire Blvd, Suite 310, Santa Monica, CA 90401	1 (95 gal)	1	\$

**ATTACHMENT 1
EXHIBIT B-1 RATE SHEET**

(OPTIONAL) Year 3: Term: July 1, 2026 through June 30, 2027

No.	Office Location	Number of Bins Needed	Number of Visits Per Month	Cost per Pound
1	State Board of Equalization– 160 Promenade Circle, Suite 200 Sacramento, CA 95834	5 (95 gal)	1	\$
2	State Board of Equalization Executive Director's Office 160 Promenade Circle, Suite 100 Sacramento, CA 95834	1 (95 gal)	1	\$
3	State Board of Equalization Board Member District 1 500 Capitol Mall, Suite 620 Sacramento, CA 95814	1 (95 gal)	1	\$
4	State Board of Equalization Board Member District 2 621 Capitol Mall, Suite 2100 Sacramento, CA 95814	1 (95 gal)	1	\$
5	State Board of Equalization Board Member District 3 621 Capitol Mall, Suite 2160 Sacramento, CA 95814	1 (95 gal)	1	\$
6	State Board of Equalization Board Member District 4 925 L Street, Suite 1402 Sacramento, CA 95814	1 (95 gal)	1	\$
7	State Board of Equalization Board Member District 2 1875 S. Bascom Ave, Suite 2400 Campbell, CA 95008	1 (95 gal)	1	\$
8	State Board of Equalization Board Member District 3 401 Wilshire Blvd, Suite 310, Santa Monica, CA 90401	1 (95 gal)	1	\$

Your bid may be deemed non-responsive by the CDTFA if you fail to complete, sign, and submit this document with your bid. By signing below Contractor swears under penalty of perjury that this bid is true and correct and that Contractor has read and understands all IFB documents contained herein.

Contractor/Firm Name (Printed):	
By (Authorized Signature):	
Printed Name and Title of Person Signing:	
Date Executed:	County: State:

ATTACHMENT 2
BID/BIDDER CERTIFICATION SHEET

Your bid may be deemed non-responsive by the CDTFA if you fail to complete, sign, and submit this document with your bid.

- A. Our bid is submitted as detailed in Attachment 1, Rate Sheet.
- B. All required bid documents are included with our bid.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

BIDDER INFORMATION		
1. BIDDER'S LEGAL BUSINESS NAME:		
2. ADDRESS, CITY, STATE, ZIP CODE:		
3. TELEPHONE NUMBER:	4. FAX NUMBER:	5. EMAIL ADDRESS:
ORGANIZATION TYPE		
6. SOLE PROPRIETORSHIP/SINGLE MEMBER LLC ☐ 7. PARTNERSHIP ☐ 8. CORPORATION ☐		
9. FEDERAL EMPLOYER ID NUMBER (FEIN):		10. CALIFORNIA CORPORATION NUMBER (If Applicable):
LICENSES AND/OR CERTIFICATIONS (If Applicable)		
11. CONTRACTORS' LICENSE NUMBER:	12. PUC LICENSE NUMBER CAL-T:	13. ADDITIONAL REQUIRED LICENSES/CERTS:
14. Is this company certified by the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprises Services (OSDS) as any of the following: A. SMALL BUSINESS ENTERPRISE? (☐ YES* ☐ NO) → *If "YES", enter certification number: _____ B. DISABLED VETERAN BUSINESS ENTERPRISE? (☐ YES* ☐ NO) → *If "YES", enter certification number: _____ C. If an application for certification is pending, what date was the application submitted to the OSDS? → _____ *Provide proof of your certification via a printout from the DGS/OSDS Cal eProcure website if either A or B above is checked "YES".		
BIDDER'S AUTHORIZED REPRESENTATIVE		
15. NAME (Print):	16. TITLE:	
17. SIGNATURE:	18. DATE:	

ATTACHMENT 2**BID/BIDDER CERTIFICATION SHEET****COMPLETION INSTRUCTIONS FOR BID/BIDDER CERTIFICATION SHEET**

Complete the numbered items on the Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 3, 4, 5	Must be completed. These items are self-explanatory.
6	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
7	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
8	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
9	Enter your Federal Employer Identification Number (FEIN)
10	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
11	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
12	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
13	Complete, if applicable, by indicating the type of additional licenses and/or certifications that your firm possesses that are required for the type of services being procured.
14	If certified as a Small Business Enterprise, place a check in the "Yes" checkbox next to "A", and enter your certification number. If certified as a Disabled Veteran Business Enterprise, place a check in the "Yes" checkbox next to "B" and enter your certification number. If you are not certified as either a Small Business Enterprise or Disabled Veteran Business Enterprise, place a check in the "No" checkbox next to both "A" and "B". If your certification is pending, enter the date your application was submitted to the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).
15, 16, 17, 18	Must be completed. These items are self-explanatory.

EXHIBIT A
STATEMENT OF WORK

SAMPLE
DO NOT COMPLETE OR SUBMIT WITH YOUR
BID!

Reset Form

Print Form

SCO ID: 7600-202411010

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

2024-11010

PURCHASING AUTHORITY NUMBER (if Applicable)

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

CONTRACTING AGENCY NAME

Board of Equalization

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

October 1, 2024 or upon DGS approval whichever occurs later

THROUGH END DATE

June 30, 2026

3. The maximum amount of this Agreement is:

\$

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	8
	Attachment 1 - Locations	1
Exhibit B	Budget Detail and Payment Provisions	1
+ - Exhibit B-1	Rate Sheet	3
+ - Exhibit C *	General Terms and Conditions (GTC 04/2017)	online
+ - Exhibit D	Special Terms and Conditions	3
+ - Exhibit E	Additional Terms and Conditions	2

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

EXHIBIT A STATEMENT OF WORK

1. PURPOSE

- A. (Successful Bidder) hereinafter referred to as the “Contractor” agrees to provide to the Board of Equalization hereinafter referred to as the “BOE” or the “State”, On-site witnessed mobile confidential document shredding, for the BOE Board Members’ Offices and BOE Field Offices located in the Northern and Southern California on an as needed basis as described herein.
- B. The services shall be performed at the BOE Board Members’ Offices and BOE Field Offices in the Northern and Southern California as listed on Exhibit A–Attachment 1 – Locations.
- C. The services shall be performed during the BOE's regular work hours (7:30 a.m. to 5:00 p.m. Monday through Friday, excluding State holidays). A list of State Holidays is available at this link: <https://www.calhr.ca.gov/employees/pages/state-holidays.aspx>.
- D. The Contractor is not authorized to commence work, as described in this contract, until the contract has been fully executed. Any services provided prior to execution of the contract shall be considered voluntary and non-compensable.

2. SUMMARY DESCRIPTION

The purposed of this Agreement is for (Successful Bidder), hereafter referred to as “Contractor”, shall provide to the California Department of Tax and Fee Administration, hereafter referred to as “CDTFA” or the “State”, with on-site witnessed mobile shredding services for the complete destruction of confidential materials with lockable bins for the collection of confidential materials as described herein. Confidential materials will include, but are not limited to: paper, post-its, glossy paper, carbonless paper, hanging file folders, binders, carbon paper/fax roll and miscellaneous plastic (such as, but not limited to, microfilm, microfiche, cassettes, CDs, hard drives, and computer discs). There shall be no required minimum or maximum amount to be shredded.

Contractor must ensure complete destruction of confidential materials via shredding in a cross-cut or an equivalent manner not strip-cut. Complete destruction is defined as document destruction in such a manner that makes it impossible to read or reconstruct the materials. The determination as to whether the Contractor’s shredding method is cross-cut or an equivalent method as required in this Agreement is at the sole discretion of the CDTFA and will be monitored regularly.

**EXHIBIT A
STATEMENT OF WORK**

3. CONTRACT MANAGERS

BOE Contract Manager	Contractor Manager
Board of Equalization	Company Name:
Contact Name:	Contact Name:
Address: 651 Bannon Street, Suite 100 MIC: 22 Sacramento, CA 95811	
Phone:	Phone:
Email:	Email:

Direct all contract inquiries to:

CDTFA Representative	Contractor Manager
Business Management Bureau / Acquisitions Management Section (AMS)	Company Name:
Contact Name: Contracts Unit	Contact Name:
Address: 651 Bannon Street, Suite 100 MIC:24 Sacramento, CA 95811	Address:
Phone: (916) 309-5421	Phone:
Email: acquisitionscoor@cdtfa.ca.gov	Email:

Either Contract Manager may be changed without a formal amendment to this contract. The changing party will notify the other party with a ten-day prior written notice by mail, or email, which will contain the new Contract Manager's name, mailing address, email address, and telephone number.

4. AMENDMENT

- A. The number of bins needed for the term of this contract is an estimate. Bins and their corresponding services may be added by Amendment to this Agreement as deemed necessary and in the best interest of the State and upon written agreement between CDTFA and the Contractor at the rates indicated on Exhibit B, Budget Detail and Payment Provisions.
- B. The term of this Agreement may be amended to add or remove office locations and/or extend the term end date for one (1) additional year at the rates listed in Exhibit B-1, Rate Sheet. The total office locations shall not to exceed thirty (30) locations for the term of this contract. If the BOE exercises this option at the rates listed in Exhibit B, Budget Detail and Payment Provisions. BOE will encumber additional and/or reduce funds.
- C. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

EXHIBIT A STATEMENT OF WORK

5. AUTHORIZATION OF SERVICE

- A. Prior to a request for shredding services, BOE Contract Manager or Designated Representative shall provide to Contractor a project schedule and request a cost estimate from the Contractor that is not more than pricing identified in Exhibit B-1, Rate Sheet. Contractor shall provide the BOE with a cost estimate based on the project. Contractor will proceed with the project upon written approval of cost estimate.
- B. If a variance or change becomes necessary to the services provided in the SOW, written approval must be obtained, in advance, from the BOE's Contract Manager.
- C. All shredding services under this Agreement will be requested and pre-approved in writing by the BOE's Contract Manager

6. CONTRACTOR'S RESPONSIBILITIES

- A. Contractor shall provide all materials, equipment, and supplies including, but not limited to, bins, labor, vehicles, insurance, and power, necessary to perform the service at no additional cost to the BOE. Contractor shall be responsible for obtaining necessary parking and for all parking and travel costs needed to provide the service. If the building owner for a BOE location has any special requirements for accessing that particular BOE location, then the Contractor is responsible for all arrangements and costs associated with meeting the special requirements.
- B. Contractor shall establish a schedule for the on-site witnessed destruction of materials contained in the bins with the BOE contact at each location. The schedule shall be mutually agreed upon by the Contractor and the BOE contact. Once the schedule is established, the Contractor shall adhere to it unless a new schedule is mutually agreed upon by the Contractor and the BOE contact. Prior to commencement of the Agreement, the Contractor shall provide the schedule for the term of the Agreement to the BOE contact. If the schedule is revised, the Contractor shall provide a copy to the BOE contact immediately for approval.
- C. Contractor shall remove all shredded materials after service is completed, including all debris left on premises due to the destruction operation. Shredded materials must be disposed of by a secure recycling service.
- D. Contractor shall shred materials "as is." The BOE will not be required to sort through the materials and separate by color or type, or to remove items such as, but not limited to, paper clips, binder clips, post-it notes, staples, manila folders, binders, and rubber bands prior to destruction.
- E. In the event it is necessary for a BOE location to utilize other types of secured storage bins to collect confidential materials that are not compatible with the Contractor's equipment, such as, but not limited to, secured boxes or mail carts, it will be the responsibility of the Contractor to transfer the materials into the Contractor's bins, at no

EXHIBIT A STATEMENT OF WORK

additional cost to the BOE. The BOE shall not be required to remove materials from cardboard boxes or manila envelopes and place them in the Contractor's bins.

- F. Contractor shall provide an enclosed, truck mounted, industrial shredder, which has its own power source and will be able to provide full service regardless of weather conditions. Contractor's truck mounted industrial shredder shall be able to shred a minimum of 3,000 pounds of materials per hour. Contractor shall also have accessibility to a back-up industrial shredder of the same capacity as their primary shredder for immediate use in case their primary shredder becomes inoperable.
- G. Service shall be performed on-site in the parking lots/structures or streets in an area immediately surrounding the BOE office locations and shall be provided in such a manner as not to disrupt other businesses in the immediate vicinity. Contractor will park their vehicle in such a manner that it will not block parked vehicles or will park as directed by the BOE contact at each location. Contractor shall conform to all zoning requirements including, but not limited to, requirements involving noise.
- H. Contractor shall provide the weight in pounds of the materials prior to being shredded on their receipt and invoice as specified in Exhibit A, Statement of Work, Items L, and M.
- I. For security purposes, service shall only be conducted by the Contractor's authorized employees with proper photo identification. Contractor shall have conducted appropriate background checks on all employees. Before the effective date of the Agreement, the Contractor shall provide a listing of their authorized employees to the BOE contact. The listing shall include the authorized employees' photographs, typed names, and actual signatures. When a change in employee status occurs, an updated list must be immediately shared with the BOE contact. Any modifications to this security process must be mutually agreed upon between the Contractor and the BOE.
- J. Service shall be performed promptly, with diligence, and in a competent, safe and professional manner by experienced properly trained workers and shall be performed to the BOE's satisfaction.
- K. The Contractor shall demonstrate caution in handling the materials while on BOE premises. All materials shall be handled by the Contractor in such a manner as to prevent loss or unauthorized inspection at any time. The BOE shall not be held liable for any loss or damage sustained by the Contractor in connection with the service.
- L. The Contractor shall provide a receipt to the BOE contact at the completion of each service visit. The BOE contact will sign the receipt to acknowledge completion of each service visit. The Contractor shall also retain a copy of the receipt. Before signing the receipt, the BOE contact will inspect the contents of the bins to ensure all materials have been destroyed. The BOE contact can initial changes on the receipt if the BOE contact finds discrepancies between actual service and information recorded on the receipt and can add notations to the receipt. The receipt is to be used in support of charges invoiced. The receipt shall include, but not be limited to, all of the following information:

**EXHIBIT A
STATEMENT OF WORK**

- a. Location of service.
 - b. BOE contact and telephone number.
 - c. Number of bins serviced.
 - d. Pounds of materials destroyed. Materials must be weighed prior to destruction.
 - e. Date of service.
 - f. Start and ending times of service.
 - g. Authorized Contractor representative's and BOE contact's signatures.
 - h. Contract # and Fi\$Cal PO.
- M. Contractor shall treat each BOE location as a separate customer for billing purposes. For each BOE location, monthly invoices shall include, but not be limited to, all information contained on the receipt as described in item L above, plus charges per visit, and total charges for the month.
- N. The cost per visit and per site of a new BOE location added to this Agreement shall be mutually agreed upon by the BOE and the Contractor. The cost per visit - per site cost for extra shredding for the new location shall be agreed upon by the BOE and Contractor.
- a. If a BOE office relocates, the Contractor will agree to provide service at the new location, then the Contractor shall be responsible for moving the collection bins to the new BOE location at no additional cost. At a time mutually agreed upon between the BOE and the Contractor, the Contractor shall remove the bins from the current BOE location and deliver them to the new BOE location.
 - b. If a BOE office relocates, the BOE reserves the right to move the collection bins to the new location upon mutual agreement by Contractor. The BOE and Contractor mutually agree that the BOE is not responsible for any damage to the collection bins moved by the BOE.
- O. Prior to signing the Agreement and at any time during the term of the Agreement, the Contractor may be required by the BOE to demonstrate that they have the resources (such as, but not limited to, shredder equipment, personnel, and finances) to provide the required services.

7. BOE's RESPONSIBILITIES

A BOE employee must accompany the Contractor when materials are collected from the bins and must witness the destruction of the materials. The BOE employee who witnesses the service must be from the BOE office to which the material belongs. It is the Contractor's responsibility to collect and return the bins to their original locations within the office as directed by the BOE contact person. Each BOE location must be treated as a separate customer by the Contractor.

8. ADDITIONAL SERVICES AND/OR OTHER CONSIDERATIONS

- A. The BOE contact reserves the right to request additional service visits as needed (service beyond Regular Scheduled Service). The BOE contact must give prior approval for any

EXHIBIT A STATEMENT OF WORK

additional service visits. If additional destruction services are required, the Contractor will be notified at least two (2) business days in advance. The extra service shall take place within two (2) business days after the date of the request and at a time mutually agreed upon between the Contractor and the BOE contact. There shall be no required minimum or maximum amount to be shredded during the extra service. If Contractor cannot provide service within two (2) business days after the date of the original request, then Contractor shall provide the service within two (2) business days thereafter at a time mutually agreed upon between the BOE and the Contractor.

- B. The BOE reserves the right to cancel a service visit at no cost to the BOE if insufficient material is available for destruction. Contractor will be given two (2) business days advance notice if services are not required.
- C. Contractor shall give at least one (1) business day advance verbal notice to the BOE contact if they cannot make a scheduled service visit. If the delay in service is due to the breakdown of the mobile shredding equipment, the Contractor shall notify the BOE contact immediately. Contractor shall reschedule the service visit at the time of notice of the delay. The rescheduled visit should occur within two (2) business days of the original appointment and at a time mutually agreed upon between the BOE and the Contractor.
- D. The number of bins and frequency of service shall be changed as deemed necessary by the BOE and upon mutual agreement between the BOE and the Contractor.
- E. BOE locations may be added to or deleted from this Agreement as mutually agreed upon between the BOE and the Contractor. If BOE exercises the option, it will initiate an Amendment to encumber additional funds.

9. BINS

- A. At all times, Contractor shall provide the number of lockable bins at each location as requested in Exhibit B, Budget Detail and Payment Provisions, for the collection of the confidential materials and shall provide combination/keyed locks for each bin. All locks shall use the same key or be coded the same.
- B. Contractor shall provide the BOE contact with combination/key to locked bins. If the combination/locks to the bins are changed, the Contractor shall provide the new combination/keys to the BOE contact. Contractor shall have the bins placed at each location within five (7) business days from the effective date of this Agreement. Unless designated, each lockable bin shall be approximately 42" high x 24" wide x 35" deep and having the capacity to hold approximately ninety-five (95) gallons or approximately two hundred fifty (250) pounds of paper.
- C. The bins shall have a slot to allow the deposit of confidential materials. Upon BOE approval, Contractor may substitute different sized bins providing the total capacity of all bins is equal to the total capacity of the bins required in this Agreement. The lockable bins provided by the Contractor shall have four (4) wheels attached to the bottom of each bin.

EXHIBIT A STATEMENT OF WORK

- D. Contractor shall not have the ability to be opened by reasonable force while the lock is in place. The bins will be placed at specific locations inside each office as directed by the BOE contact person.

10. ADDITIONAL BINS

Upon request by the BOE, the Contractor shall provide additional lockable bins (bins in addition to the number of lockable bins referenced in Exhibit B, Budget Detail and Payment Provisions, at no additional cost to the BOE. Additional lockable bins shall be the same size as indicated in Exhibit B, Budget Detail and Payment Provisions, for the location(s) needing additional bins. Additional bins shall be provided within two (2) business days of the request.

11. HEALTH AND SAFETY

Contractors are required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractors are also required to comply with the state agency's specific health and safety requirements and policies. Contractors agree to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, the state agency's specific health and safety requirements and policies.

12. SUBCONTRACTORS

Contractor may not subcontract any work, including subcontracting with temporary service agencies, without the express written approval of the BOE. If it is anticipated that subcontractors will be used, the Contractor shall provide to the BOE the names of the subcontractors, references for the subcontractors, and the portions and monetary percentages of the work to be done by the subcontractors. The Contractor retains total responsibility for fulfilling the requirements of this Agreement.

- A. If the Contractor employs subcontractors, the employees must be approved by BOE, and all invoices must still be issued by the Contractor. The BOE shall pay only the Contractor.
- B. The Contractor is responsible for payment to their subcontractors.

13. CONTRACTOR'S PERFORMANCE

- A. BOE shall routinely evaluate the work performance of the Contractor and/or Provider to determine if BOE standards and Departmental policies and procedures are being maintained. Any Contractor, and/or Provider who fail to perform or who are physically or mentally incapable of performing the required duties as required by this Agreement shall not be permitted to perform service.
- B. Failure to provide services on three (3) or more occasions may result in termination of this Agreement.

**EXHIBIT A
STATEMENT OF WORK**

- C. The BOE Contract Manager or designee shall state in writing the reasons the Contractor and/or Provider did not meet the required policies or standards. BOE shall not pay Contractor for any services performed by Contractor and/or Provider which are deemed unacceptable in accordance with the required services contemplated by this Agreement.

14. SUSPENSION OR STOP WORK NOTIFICATION:

- A. BOE may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification shall be a written directive issued by the BOE. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- B. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within thirty (30) days of the written notification. The suspension or stop work notification shall remain in effect until further written notice is received from BOE. The resumption of work (in whole or part) will be at BOE's discretion and upon receipt of written confirmation. Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage. Within thirty (30) days of the issuance of a suspension or stop work notification, BOE shall either:
1. Cancel, extend, or modify the suspension or stop work notification; or
 2. Terminate the Agreement.

If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of BOE.

- C. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- D. BOE shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

**EXHIBIT A-ATTACHMENT 1
LOCATIONS**

No.	Location	Site Contact	Number of bins (Size)	Frequency of Service
1	State Board of Equalization 160 Promenade Circle, Suite 200 Sacramento, CA 95834	Terry Leung 916-274-3366	5 (95 gal)	Monthly
2	State Board of Equalization Executive Director's Office 160 Promenade Circle, Suite 100 Sacramento, CA 95834	Terry Leung 916- 274-3366	1 (95 gal)	Monthly
3	State Board of Equalization Board Member District 1 500 Capitol Mall, Suite 620 Sacramento, CA 95814	Betsey Hodges 916-445-2181	1 (95 gal)	Monthly
4	State Board of Equalization Board Member District 2 621 Capitol Mall, Suite 2100 Sacramento, CA 95814	Kimberly Jacobs 650-870-1324	1 (95 gal)	Monthly
5	State Board of Equalization Board Member District 3 621 Capitol Mall, Suite 2160 Sacramento, CA 95814	Jean Nakano 916-898-0211	1 (95 gal)	Monthly
6	State Board of Equalization Board Member District 4 925 L Street, Suite 1402 Sacramento, CA 95814	Michelle Harrison 916-323-9794	1 (95 gal)	Monthly
7	State Board of Equalization Board Member District 2 1875 S. Bascom Ave, Suite 2400 Campbell, CA 95008	Kimberly Jacobs 650-870-1324	1 (95 gal)	Monthly
8	State Board of Equalization Board Member District 3 401 Wilshire Blvd, Suite 310, Santa Monica, CA 90401	Juan Flores 310-297-5201	1 (95 gal)	Monthly

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. RATES

The cost for these services shall not exceed \$XXXXXX.

2. INVOICING AND PAYMENT

For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein.

Invoices shall be accurate and complete and shall include contract number **2024-11010** FI\$Cal PO # **0860-000000XXXX** and shall be submitted **not more frequently than monthly in arrears** to: cdtfainvoices@cdtfa.ca.gov.

Failure to provide the Agreement number and FI\$Cal PO number on the invoice will likely result in delayed payment.

3. BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State or offer an Agreement Amendment to Contractor to reflect the reduced amount.

4. PROMPT PAYMENT CLAUSE

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

5. SUBCONTRACTORS

If the Contractor uses subcontractors, then all invoices shall be issued by the Contractor. The BOE shall pay only the Contractor. The Contractor is responsible for payment to their subcontractors.

EXHIBIT B-1 RATE SHEET

Contractor agrees to furnish all labor, materials and equipment, to perform all work required for the above-titled services in accordance with the Statement of Work. The total cost shall include all costs necessary to perform the services including travel costs. There shall be no minimum or maximum amount to be shredded.

The rates, set forth below shall remain in force for the stated term of the Agreement and shall include the cost of insurance, State sales tax and every other item of expense, direct or indirect, incidental to the Total Bid Price.

Contract Term: October 1, 2024 or upon DGS approval, whichever occurs later through June 30, 2026.

The costs to be authorized on invoices shall be limited to the following:

Year 1: Term: October 1, 2024 through June 30, 2025

No.	Office Location	Number of Bins Needed	Number of Visits Per Month	Cost per Pound
1	State Board of Equalization– 160 Promenade Circle, Suite 200 Sacramento, CA 95834	5 (95 gal)	1	\$
2	State Board of Equalization Executive Director's Office 160 Promenade Circle, Suite 100 Sacramento, CA 95834	1 (95 gal)	1	\$
3	State Board of Equalization Board Member District 1 500 Capitol Mall, Suite 620 Sacramento, CA 95814	1 (95 gal)	1	\$
4	State Board of Equalization Board Member District 2 621 Capitol Mall, Suite 2100 Sacramento, CA 95814	1 (95 gal)	1	\$
5	State Board of Equalization Board Member District 3 621 Capitol Mall, Suite 2160 Sacramento, CA 95814	1 (95 gal)	1	\$
6	State Board of Equalization Board Member District 4 925 L Street, Suite 1402 Sacramento, CA 95814	1 (95 gal)	1	\$
7	State Board of Equalization Board Member District 2 1875 S. Bascom Ave, Suite 2400 Campbell, CA 95008	1 (95 gal)	1	\$
8	State Board of Equalization Board Member District 3 401 Wilshire Blvd, Suite 310, Santa Monica, CA 90401	1 (95 gal)	1	\$

EXHIBIT B-1 RATE SHEET

Year 2: Term: July 1, 2025 through June 30, 2026

No.	Office Location	Number of Bins Needed	Number of Visits Per Month	Cost per Pound
1	State Board of Equalization– 160 Promenade Circle, Suite 200 Sacramento, CA 95834	5 (95 gal)	1	\$
2	State Board of Equalization Executive Director's Office 160 Promenade Circle, Suite 100 Sacramento, CA 95834	1 (95 gal)	1	\$
3	State Board of Equalization Board Member District 1 500 Capitol Mall, Suite 620 Sacramento, CA 95814	1 (95 gal)	1	\$
4	State Board of Equalization Board Member District 2 621 Capitol Mall, Suite 2100 Sacramento, CA 95814	1 (95 gal)	1	\$
5	State Board of Equalization Board Member District 3 621 Capitol Mall, Suite 2160 Sacramento, CA 95814	1 (95 gal)	1	\$
6	State Board of Equalization Board Member District 4 925 L Street, Suite 1402 Sacramento, CA 95814	1 (95 gal)	1	\$
7	State Board of Equalization Board Member District 2 1875 S. Bascom Ave, Suite 2400 Campbell, CA 95008	1 (95 gal)	1	\$
8	State Board of Equalization Board Member District 3 401 Wilshire Blvd, Suite 310, Santa Monica, CA 90401	1 (95 gal)	1	\$

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. EXCISE TAX

The State of California is exempt from Federal Excise Taxes, and no payment will be made for any personal property taxes levied on the Contractor or on any taxes levied on employee wages. The State shall only pay for any State or local sales or use taxes on the services rendered or equipment supplied to the State pursuant to this Agreement.

2. SETTLEMENT OF DISPUTES

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the Chief, Business Management Bureau of the CA Department of Tax and Fee Administration in Sacramento within ten (10) days of discovery of the problem. Within ten (10) days of receipt of the Notice, the Chief, Business Management Bureau, or his/her designee, shall meet with the Contractor and Contract Manager for purposes of resolving the dispute. The decision of the Chief, Business Management Bureau shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the solicitation package.

3. POTENTIAL SUBCONTRACTORS

Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

4. CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the State's operations, which is designated confidential by the State and made available to the Contractor in order to carry out this Agreement, or which becomes available to the Contractor in carrying out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided in writing to the Contractor by the State. The Contractor shall not, however, be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement or is rightfully obtained from third parties.

EXHIBIT D SPECIAL TERMS AND CONDITIONS

5. RIGHT TO TERMINATE

This Agreement is subject to cancellation by the State (in whole or part) upon thirty (30) days written notice without cause. The State may cancel this Agreement without the 30-day written notice if, in its opinion the State finds cause for immediate termination. The State shall also be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

6. 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 acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

7. AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor certifies it complies with the Americans with Disabilities Act of 1990 (42 U.S.C. section 12101, et seq.).

8. 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.

9. CONTRACTOR'S COMPLIANCE WITH CDTFA REQUIREMENTS

By entering into this Agreement, Contractor agrees to adhere to all the BOE rules, policies and procedures and workplace safety measures at all times, as applicable herein. BOE's rules, policies, and procedures may include the following requirements, with which Contractor and its providers shall comply:

- A. Background investigations, fingerprinting.
- B. Administrative and related service provided policies and procedures.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

- C. The Centers for Disease Control and Prevention (CDC) guidelines for infection control.
- D. Personal safety relating to fire, electrical hazards, disaster preparedness, hazardous material, equipment safety and management.

10. DOMESTIC PARTNERS

By signing this contract, the Contractor certifies that the Contractor is in compliance with Public Contract Code Section 10295.3, which states: "No state agency may enter into any contract for the acquisition of goods or services in the amount of one hundred thousand dollars (\$100,000.00) or more with a contractor who, in the provision of benefits, discriminates between employees with spouses and employees with domestic partners, or discriminates between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminates between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees."

11. GENERATIVE ARTIFICIAL INTELLIGENCE

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology.

At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

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

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

EXHIBIT E
ADDITIONAL PROVISIONS

Upon request, Contractor shall furnish to the BOE evidence of insurance. Such evidence shall reference this Agreement number, and shall be as follows:

1. GENERAL PROVISIONS APPLYING TO ALL POLICIES

- A. Coverage Term Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still conform to terms of the original contract.
- B. Policy Cancellation or Termination & Notice of Non-Renewal – Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to the State. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event, subject to the provisions of this contract.
- C. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- D. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A-.” If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- F. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor’s obligations under the contract.

2. INSURANCE REQUIREMENTS APPLYING TO ALL STATE CONTRACTS

- A. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor’s limit of liability. The policy must include:

The State of California, its officers, agents, employees, and servants as additional insureds, but only with respect to work performed under the contract.

In the case of Contractor’s utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured under Contractor’s insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

EXHIBIT E
ADDITIONAL PROVISIONS

- B. Automobile Liability – Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000.00 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.
- C. Workers' Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage in the amount of \$1,000,000.00 for all its employees who will be engaged in the performance of the contract.