INVITATION FOR BID
NOTICE TO PROSPECTIVE BIDDERS
CALIFORNIA CONSERVATION CORPS
CCC Auberry Center
33367 Auberry Rd, Auberry, CA 93602

Unarmed Security Guard Services
Contract # C6434-130950
Bid Opening Date: 08/12/2026 @ 2:00PM

You are invited to review and respond to this Invitation for Bid (IFB) for Unarmed Security Guard Services (SG1) offered by the California Conservation Corps (CCC).

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions (GTC 02/2025) and Contractor Certification Clauses (CCC 4/2017) that may be viewed and downloaded at the following internet site: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language.

The California Conservation Corps is committed to providing contracting opportunities to California Certified Small Businesses and Disabled Veteran Business Enterprises (DVBE).

Bidders are encouraged to carefully read the entire solicitation. The need to verify all documentation and responses prior to the submission of bids is the responsibility of the bidder and cannot be overemphasized.

In submitting your bid, you must comply with the instructions and requirements found herein. In the opinion of the California Conservation Corps, this IFB is complete and without need of explanation. However, if you have questions or need any clarifying information, please direct all questions through email to bidquestions@ccc.ca.gov by the date and time listed in Section 2 Paragraph A Key Action Dates. Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum.

No questions will be addressed via phone calls or in person on or before the bid. All questions and answers must come through the above-mentioned email only.

Keeping the process fair for all. We will not accept questions via phone calls or in person.

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.

GenAI Disclosure

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 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 its 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 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.

Armando Avila
Contracts Unit
Armando.Avila@ccc.ca.gov

Table of Contents

1. PURPOSE AND DESCRIPTION OF SERVICES

A. Description and Location of Work

Contractor to provide the Unarmed Security Guard Services to the California Conservation Corps in accordance with the attached Scope of Work and specifications at:

CCC Auberry Center
33367 Auberry Rd, Auberry, CA 93602

A full description of required services is provided in Section 4, Model Contract Exhibit A, Scope of Work. The winning Bidder will be required to adhere to all agreement terms as indicated in Section 4, Model Contract.

B. Estimated Cost

The estimated cost of this Agreement is $190,000.00.

C. Term of Agreement

The term of this Agreement is 09/01/2026 or upon approvals through 06/30/2027.

2. BID REQUIREMENTS AND INFORMATION

A. Key Action Dates:

Listed below are the important action dates and times by which actions must be taken or completed. If CCC finds it necessary to change any of these dates, it will be accomplished by addendum to this IFB.

Event	Date
IFB available to prospective Bidders	07/17/2026
Non-Mandatory Pre-Bid Walkthrough	07/28/2026 @ 10:30AM
Deadline to ask Questions	07/30/2026 at 4:00PM
Deadline to post Q&A to Cal eProcure	08/05/2026
Final Date for Bid Submission	08/12/2026 at 2:00PM
Bid Opening	08/12/2026 at 2:00PM

B. Written Questions

1. Bidders requiring clarification of the intent or content of this IFB, or on procedural matters regarding the competitive procurement process, may request clarification by submitting questions in writing. Bidders shall submit questions to bidquestions@ccc.ca.gov. Questions and any proposed changes must be submitted by the date and time listed in Section 2 Paragraph A Key Action Dates.

2. The subject line of the email should read, *IFB [C6434-130950] Questions – Company Name*.

3. The Bidder must reference the section and page number about which they are inquiring.

4. Written Questions and Answers will be provided without identifying the submitter. CCC may paraphrase questions, at its sole discretion, for clarity.

5. Questions and Answers will be posted to Cal eProcure on or before the Deadline to post Q&A to Cal eProcure date specified in Section 2 Paragraph A Key Action Dates.

C. Submission of Bid

1. All bids **must** be submitted via email to Armando.Avila@ccc.ca.gov by the dates and time shown in Section 2 Paragraph A, Key Action Dates.

Email must read as follows:
Bid #C6434-130950 DO NOT OPEN UNTIL 08/12/2026 @ 2PM
Email must also include the required attachment list

2. All bids shall include the documents identified in Attachment 2, Bid Submission Attachment Checklist. Bids not including the proper “required attachments” shall be deemed non- responsive. A non-responsive bid is one that does not meet the basic bid requirements.

3. All documents requiring a signature must bear an original signature of a person authorized to bind the Bidder Contractually. The signature should indicate the title or position that the individual holds in the firm. That person shall sign Attachment 1, Bid/Bidder Certification Sheet. An unsigned Bid/Bidder Certification Sheet will be rejected.

4. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.

5. A bid will be rejected if it is conditional, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive an immaterial deviation in a bid. The State's waiver of an immaterial deviation shall in no way modify the IFB document or excuse the bidder for full compliance with all requirements if awarded the agreement.

6. Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the State of California.

7. A Bidder may modify a bid after its submission by withdrawing its original bid and resubmitting new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.

8. A bidder may withdraw its bid by submitting a written withdrawal request to the State, 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.

9. The awarding agency may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.

10. The awarding agency reserves the right to reject all bids. The agency is not required to award an agreement.

11. Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.

12. Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.

13. The State does not accept alternate contract language from a prospective contractor. A

bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC are not negotiable).

14. No oral understanding or agreement shall be binding on either party.

D. Evaluation and Selection

1. At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.

2. The State will evaluate each bid to determine its responsiveness to the published requirements.

3. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, will be rejected.

4. Award if made, will be the lowest responsive responsible bidders.

E. Award and Protest

1. Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the agreement.

2. If any bidder, prior to the award of the Agreement, files a protest with the CCC and the Department of General Services (DGS), Office of Legal Services (OLS) the Agreement shall not be awarded until either the protest has been withdrawn or the DGS has decided the matter. (See Public Contract Code section 10345.)

3. Within five days after filing the protest, the protesting bidder shall file with DGS- OLS and the CCC, a detailed statement specifying the grounds for the protest. The written protest statement should include the IFB number, the name of the State agency involved, and the agency contract person. Protests may be sent by email, regular mail, or courier or personal delivery to the addresses shown below. Protestants should include their email address, if they have one, and advise the DGS Bid Protest Coordinator if they will accept service of documents pertaining to the protest via email.

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

California Conservation Corps
Attention: Armando Avila
1719 24th Street Sacramento CA 95816
Email: Armando.Avila@ccc.ca.gov

F. Disposition of Bids

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

G. Agreement Execution and Performance

1. Execution of Performance shall start on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and this Agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate this Agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing work by the second lowest Bidder or by another Contractor.

2. All performance under this Agreement shall be completed on or before the termination date of this Agreement.

3. The resulting Contract will be of no force or effect until it is signed by both parties and approved by the Department General Services, if required. The Contractor is hereby advised not to commence performance until all approvals have been obtained. Should performance commence before all approvals are obtained, said services may be considered to have been volunteered if all approvals cannot be obtained.

H. 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 Section 17030 of the Business and Professions Code.

3. PREFERENCE AND INCENTIVE PROGRAMS

Preference and Incentive Programs are each identified below. When the Bidder satisfies the requirements and requests bid preferences and incentives, the Bidder must clearly identify in their bid submission for which of the programs it qualifies. Denial of those preference or incentive requests is not a basis for rejection of the bid.

A. Small Business Preference:

California Government Code (GC) section 14835, et seq., requires a preference be given to Bidders who are California Certified Small Business (SB). The rules and regulations of this law, including the definition of a SB for the delivery of goods and services, are contained in California Code of Regulations, title 2, section 1896 et seq.

A preference is available to a certified SB. A Bidder claiming this preference must be certified by the Office of Small Business and Disabled Veteran Enterprise Services (OSDS) as a SB. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

To be considered as a certified SB, the Bidder must have a complete application package on file with the OSDS by 5:00 p.m. on the Deadline for Final Bid Submission date. Questions regarding the certification approval process should be directed to the OSDS. A copy of the regulations, instructions and format for claiming the Small Business Preference is available at: https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise

To claim the Small Business Preference please see Attachment 5, Bidder Declaration (GSPD-05-105).

NOTE: Pursuant to GC 14837, only a SB who performs a Commercially Useful Function (CUF) relevant to the Scope of Work included in this IFB may qualify the Bidder for a SB preference. A business that is performing a commercially useful function is one that does ALL of the following:

i. Is responsible for execution of a distinct element of the work of the contract;
ii. Carries out its obligation by actually performing, managing, or supervising the work involved;
iii. Performs work that is normal for its business, services and function;
iv. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices; and
v. 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.

B. Non-Small Business Subcontractor Preference:

A preference is available to a non-small business (NS) claiming 25% California-certified small business subcontractor participation. A Bidder claiming this preference must list one or more SB subcontractor(s), whom the Bidder commits to subcontract in an amount of at least twenty-five percent (25%) of the work performed under this contract.

To claim the Non-Small Business Subcontractor Preference please see Attachment 5, Bidder Declaration (GSPD-05-105).

NOTE: Pursuant to GC 14837, only a SB who performs a Commercially Useful Function (CUF) relevant to the Scope of Work included in this IFB may qualify the Bidder for a SB preference. A business that is performing a commercially useful function is one that does ALL of the following:

i. Is responsible for execution of a distinct element of the work of the contract;
ii. Carries out its obligation by actually performing, managing, or supervising the work involved;
iii. Performs work that is normal for its business, services and function;
iv. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices; and
v. 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.

C. Disabled Veteran Business Enterprise Incentive:

There is no minimum DVBE participation minimum requirement for this contract. Pursuant to Military and Veterans Code Section 999.5, subdivision (a), an incentive will be given to Bidders who provide DVBE participation on the contract.

The DVBE Incentive is as follows:

Confirmed DVBE Participation	Incentive
5% and above	5%
4% to 4.99%	4%
3% to 3.99%	3%
2% to 2.99%	2%
1.01 to 1.99%	1%
0% - 1%	No incentive

A Bidder is eligible to receive this additional DVBE incentive if they are a certified DVBE or if a non DVBE Bidder commits to use a certified DVBE(s) as subcontractor(s).

To claim the DVBE incentive please see Attachment 5, Bidder Declaration (GSPD-05-105).

Locating DVBE Subcontractors:

i. State Resources: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at: www.caleprocure.ca.gov

   To begin your search, click on “Small Business and Disabled Veteran Business Enterprise Services,” then click “SB/DVBE Search.” Search by “Keywords” or “United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: www.caleprocure.ca.gov. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDSHelp@dgs.ca.gov

ii. Local Resources: For a list of local DVBE organizations: https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/CUF/Referral-Organizations.pdf?la=en&hash=83C2593E5D854FB850909D64CEE110C00BE264BE

NOTE: Pursuant to Military and Veterans Code section 999 only a DVBE who performs a Commercially Useful Function (CUF) relevant to the Scope of Work included in this IFB may qualify the Bidder or be used to qualify the Bidder for a DVBE participation and/or DVBE incentive. A business that is performing a commercially useful function is one that does ALL of the following:

i. Is responsible for execution of a distinct element of the work of the contract;
ii. Carries out its obligation by actually performing, managing, or supervising the work involved;
iii. Performs work that is normal for its business, services and function;
iv. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices; and
v. 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.

D. Applying Preference and Incentives:

Preferences and incentives are used for bid tabulation purposes to determine the lowest responsive responsible bid. Strict adherence to the laws and regulations to apply the preferences and incentives will be followed. If awarded the contract, the preference and/or incentive does not alter the amount of the resulting contract. Please be aware that contracts awarded with applied preferences or incentives will be monitored throughout the life of the contract for compliance to statutory, regulatory and contractual requirements.

The SB preference of 5% will be applied when a responsive and responsible bidder that is not a CA certified SB submits the lowest responsive bid. NSB will receive a 5% preference if the lowest responsive bid is not a SB after application of the SB Preference. (Note: Pursuant to Government Code (GC) 14838 (g) NSB claiming SB subcontractor preference cannot result in denial of the award to a certified SB.)

The DVBE incentive will be applied to each qualified bidder's verified DVBE participation percentage from the number 1 ranked responsive and responsible net bid, regardless if the number 1 bidder is an SB/DVBE. If a SB is ranked number 1 after SB preference has been applied, the DVBE incentive is only calculated for bidders certified as SBs.

Sample bid tabulation:

Bidder	A	B	C	D
Responsive & Responsible?	Yes	Yes	Yes	Yes
Small Business	SB	NSB	No	SB
NET BID AMOUNT	$110,100.00	$109,500.00	$107,300.00	110,200.00
Initial Ranking	3	2	1	4
SB Preference Amount	$5,365.00	none	none	$5,365.00
Subtotal -1	$104,735.00	$109,500.00	$107,300.00	$104,835.00
Ranking after SB Preferences	1	4	3	2
Ranking after NSB Preference	1	4	3	2
DVBE Incentive % (Applied only to SBs if Rank 1 bidder is an SB after application of SB Preference)	2%	None	3%	3%
DVBE Incentive Amount	$2,146.00	-	$3,219.00 (Not applied as SB is rank 1 after SB Preference is Applied)	$3,219.00
Subtotal - 3	$102,589.00	$109,500.00	$107,300.00	$101,616.00
Ranking after DVBE Incentive	2	4	3	1

4. MODEL CONTRACT

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

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	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit C *	General Terms and Conditions	
+ -		

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

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

CONTRACTOR

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

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

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

Exhibit A
SCOPE OF WORK

CCC PROJECT MANAGER – ILDA ESTRADA

SUPPLIER CONTACT – [Vendor Contact]

SERVICE LOCATION	SUPPLIER ADDRESS
CALIFORNIA CONSERVATION CORPS AUBERRY DISTRICT 33367 Auberry Rd. Auberry, CA 93602	**[Vendor]**

SCOPE:

The CCC Auberry location is a school facility for our Corpsmembers (CM's) to gain an education during the CCC program(s). There has been unexpected vandalism and damage to the building and property in the past. Security Guard Services are requested to mitigate any future potential hazard or damage(s).

[Vendor] shall provide the California Conservation Corps (CCC), Auberry district, location above, with (1) uniformed unarmed security guard. The term of this contract will begin 09/01/2026 or upon DGS approval, whichever is later through 6/30/2027.

SG1 to adhere to all uniform and appearance codes. Reasonable accommodations for medical or religious reasons will be individually reviewed provided safety is not compromised. Please see below for more details:

- Uniforms: Uniforms must be clean, laundered, pressed, and free of tears. Uniforms must be properly fitted to allow free range of movements. Guards must wear clean, closed toe shoes that are slip resistant. Belts should be clean and securely fastened.

The Contractor must provide continuous, adequate supervision of SG1 throughout the duration of each assigned shift, ensuring strict adherence to the following standards:

- Personnel Management: Maintaining required staffing levels and ensuring SG1 arrives punctually, professionally attired, and prepared for duty.

- Operational Oversight: Verifying patrol completion and observing the work habits and overall performance of SG1

SG1 will patrol premises to deter theft, vandalism, and transient activity. Security reports are sent out electronically daily.

SG1 is to report to the Auberry location between hours:

<u>Monday through Friday</u>

- 12:00am – 4:00AM
- 5:00PM – 11:59PM

Total Hours: 11

<u>Saturday & Sunday</u>

- 12:00AM – 11:59PM

Total Hours: 24

*Hours may change at our discretion within a 2 weeks' notice.

FISCAL YEAR 2026 – <u>September 1, 2026 (or upon DGS approval) – JUNE 30, 2027</u>

M	T	W	TH	F	S	Sun
12AM – 4AM 5PM – 11:59PM 11 HOURS	**12AM – 4AM 5PM – 11:59PM 11 HOURS**	**12AM – 4AM 5PM – 11:59PM 11 HOURS**	**12AM – 4AM 5PM – 11:59PM 11 HOURS**	**12AM – 4AM 5PM – 11:59PM 11 HOURS**	**24HRS 12AM – 11:59PM 24 HOURS**	**24HRS 12AM – 11:59PM 24 HOURS**

103 hours per week

IF HOURS ARE AJUSTED, THE CCC PROJECT MANAGER SHALL SUBMIT A WEEKLY SCHEDULE OF THE NEW HOURS LIKE THE WEEKLY SCHEDULE ABOVE.

Termination for Convenience. Either party may terminate this Contract at any time, with or without cause, by providing at least 30 days' prior written notice to the other party. The termination shall become effective on the final day of the notice period. The CCC is only responsible for paying for security services rendered up to the effective date of the termination.

Exhibit B
BUDGET DETAILS AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

A. The maximum amount payable for this Agreement shall not exceed **$190,000.00**

B. For services rendered in accordance with the Scope of Work, and upon receipt of the invoice, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

C. The Contractor shall be paid **Monthly in arrears** upon submission of an original and two copies of the invoice, which properly details all charges, expenses, direct and indirect costs. Invoices shall be submitted to:

Contract Manager:	Ilda Estrada
Region / Division:	CCC Auberry Center
Address:	33367 Auberry Rd, Auberry, CA 93602

D. The original and one (1) approved copy of the invoice will be forwarded to the CCC's Accounting Claims Section by the Contract Manager. Payment of any invoice will be made only after receipt of a complete, supported, documented and accurately addressed invoice. Failure to use the address exactly as provided above may result in the return of the invoice to the Contractor. All invoices must be approved by the Contract Manager.

E. The invoice shall contain the following information:
   1. The word "Invoice" should appear in a prominent location at the top of the page(s);
   2. Printed name of the Contractor;
   3. Business address of the Contractor including P.O. Box, City, State, and Zip Code;
   4. Name of the Region/Division of CCC being billed;
   5. The date of the invoice and the time period covered;
   6. The number of the agreement upon which the claim is based, and;
   7. An itemized account of the services for which the CCC is being billed. Include all of the following:
      a. The time period covered by the invoice, i.e., the term "from" and "to".
      b. A description of the services performed.

F. The method of computing the amount due based on a line item budget/cost reimbursement method. Payments will be made by the State to the Contractor, in arrears, upon receipt of an itemized invoice showing the time period covered and the work items accomplished. The invoice must be itemized using the categories and following the format of the attached budget.

G. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Contractor under the terms of this agreement; and

H. The original signature of the Contractor (not required of established firms or entities using preprinted letterhead invoices).

2. CONTRACT WRITTEN PRIOR TO APPROVAL OF THE BUDGET ACT

A. It is mutually understood between the parties that this Agreement may have been written prior to approval of the Budget Act for the mutual benefit of both parties in order to avoid program and fiscal delays.

B. This Agreement is valid and enforceable only if sufficient funds are made available by the Budget Act for the Fiscal Year(s) involved for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.

C. 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

D. 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 the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any additional provisions of this Agreement.

E. 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 the Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE

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

EXHIBIT C
General Terms and Conditions (GTC 02/2025)

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: 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 the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and 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.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

    Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

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

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; 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. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: 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 Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

1) "Generative AI (GenAI)" means 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. (Gov. Code § 11549.64.)

b. Contractor shall immediately 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.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

Interpretation

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 02/2025) and the terms of this Agreement and exhibits or attachments shall be resolved in favor of the General Terms and Conditions (GTC – 02/2025)

The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they pertain.

Cancellation/Termination

This Agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.

Upon receipt of a notice of termination Contractor shall take such steps as are reasonably necessary to prepare to terminate its operations on the date specified in the notice of termination or any extension thereof.

Contractor Overpayments

If it is determined that an overpayment has been made to the Contractor, the State will seek recovery immediately upon discovery of the overpayment by: (a) requesting in writing that Contractor refund the overpayment amount within thirty (30) days after receipt of notice; or (b) offsetting subsequent Contractor payments by the amount of the overpayment if Contractor repayment is not received within thirty (30) days from the date of notice.

Service Standards

Contractor agrees to comply with all state and federal laws and regulations which are applicable to the services to be provided under this Agreement.

License and Permits

Contractor shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement and give all notices necessary and incident to the lawful prosecution of the work. Contractor shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify CCC in writing.

Travel and Per Diem

The Contractor agrees that all travel and per diem paid to its employees under this Agreement shall exceed the rates specified by CalHR. No travel outside the State of

California shall be reimbursed unless prior written authorization is obtained from the State.

Insurance Requirements

Contractor shall comply with all requirements outlined in the (1) General Provisions section and (2) Contract Insurance Requirements outlined in this section. No payments will be made under this contract until contractor fully complies with all requirements.

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 days prior to the expiration of this insurance. Any new insurance must comply with the original contract terms.

   b. Policy Cancellation or Termination & Notice of Non-Renewal—Contractor is responsible to notify the State within five (5) business days of any cancellation, non- renewal or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees no work or services will be performed prior to obtaining such approval. 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. Premiums, Assessments, and Deductibles—Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions 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 - "with a financial category rating of no lower than VI. If the Contractor is self-insured for a portion or all 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.

   h. Use of Subcontractors—In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insureds under Contractor's insurance or supply evidence of subcontractor's insurance to the State equal to policies, coverages, and limits required to Contractor.

2. Contract Insurance Requirements
   Contractor shall display on an Acord certificate of insurance evidence of the following coverages:
   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 The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, complete 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 name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.
   b. Automobile Liability—Contractor shall maintain business automobile liability insurance for limits not less than $1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including scheduled autos, hired and non-owned motor vehicles. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.
   c. Workers' Compensations and Employer's Liability—Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. In addition, employer's liability limits of $1,000,000 are required. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.
   d. Professional Liability—Contractor shall maintain Professional Liability covering any damages caused by a negligent error, act, or omission with limits not less than $1,000,000 per occurrence. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this contract was executed or before the beginning of contract work.

Subcontracting

1. Nothing contained in this Agreement or otherwise, shall create any contractual relation between CCC and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be fully responsible to CCC for the acts and omissions of its subcontractors and 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.

2. No work shall be subcontracted without the prior written approval of CCC. Upon the termination of any subcontract, CCC shall be notified immediately. Any subcontract shall include all the relevant terms and conditions of this Agreement and its attachments in addition to any other relevant terms and conditions.

3. Contractor's obligation to pay its subcontractors is an independent obligation from CCC's obligation to make payments to the Contractor. As a result, CCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.

4. When subcontractors are used, CCC will pay the Contractor who, in turn, will be responsible for paying the subcontractor directly. Subcontractor fees and costs are included in the "total" price of this Agreement.

5. If subcontractor(s) fails to execute a portion of the work in a satisfactory manner, the Contractor shall immediately remove the subcontractor, upon written request from the Contract Manager. Said subcontractor may not be employed for another portion of this Agreement. The Contract Manager will not entertain requests to arbitrate disputes between the Contractor and subcontractor concerning performance of their contract duties.

6. Contractor shall not substitute a subcontractor in place of another without prior notification and written approval from the Contract Manager. All requests to substitute a subcontractor must be submitted in writing to the Contract Manager, along with documentation to support the substitution.

Settlement of Agreement Disputes

Unless otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which cannot be resolved informally, shall be decided by the following two (2) step procedure:

1. The Contractor must provide written notice of the particulars of such disputes to the CCC Contract Manager, who will assign a CCC representative to review and assess the merits of the noticed dispute. The assigned CCC representative shall respond, in writing, within ten (10) working days of receipt of the written notice of dispute. Should the Contractor disagree with the CCC Representative’s decision, the Contractor may appeal to the second level. Pending the decision on appeal the Contractor shall proceed diligently with the performance of this Agreement in accordance with the CCC Representative’s decision.

2. The second level appeal shall indicate why the CCC Representative’s decision is unacceptable, attaching it to the Contractor’s original statement of the dispute with supporting documents, and a copy of the CCC Representative’s response. This letter of appeal shall be sent to the CCC Deputy Director of Administrative Services. The second level appeal must be filed within fifteen (15) working days upon receipt of the

CCC Representative's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such rights to a modification of this Agreement. The Deputy Director shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director shall be returned to the Contractor within fifteen (15) working days of the receipt of the second level appeal. The decision of the Deputy Director shall be the final administrative decision.

Waiver of Breach

No waiver of any breach of this Agreement shall be held as a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the State to enforce at any time any of the provisions of this agreement or to require at any time performance by Contractor of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this agreement or any part thereof or the right of the State to thereafter enforce each and every provision.

Rights in Data

Notwithstanding whether or not it may be the subject of a patent or a copyright and or whether or not it is tangible or intangible or intellectual, all products, deliverables, or any like items that are produced, created, developed, or the like, during the term of this Agreement shall immediately become the sole and complete property of the State upon their creation.

The CCC reserves the right to use and reproduce all reports, data produced and delivered and any other copyrightable material produced pursuant to this Agreement and reserves the right to authorize others to use or reproduce such materials.

Confidentiality of Data

Records and case notes are recognized as confidential. The Contractor, its employees, agents, or subcontractors:

1. Shall protect from unauthorized disclosure of names and other identifying information concerning persons either receiving services pursuant to this contract or persons whose names or identifying information become available or are disclosed to the Contractor, his/her employees, agents or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

2. Shall not use such identifying information for any purpose other than carrying out the Contractor's obligations.

3. Shall promptly transmit to the CCC all requests for disclosure of such identifying information not emanating from the client or person, shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than the CCC without prior written authorization from the CCC.

4. For the purposes of this Agreement, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

Severability

If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement and remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed to be severable.

Contractor Resource Levels, Reporting Requirements, Standards

1. Contractor shall meet all the contractual requirements listed herein. Contractor shall provide all labor, materials, supplies, and equipment necessary to perform fully, all responsibilities required by this Agreement in accordance with the Project Manager's directions.

2. Contractor further agrees that its performance of work, services, materials, equipment, and supplies under this Agreement shall conform to the professional standards generally accepted in the relevant industry.

Cooperation with the State, Other Contractors

1. Services provided under this contract shall be performed by Contractor in a manner that will not disrupt the operational needs of the State.

2. Contractor shall cooperate and coordinate with the California Conservation Corps' administration in performing all work.

3. Contractor shall cooperate with other state contractors who may be engaged in the same or related contracts. Contractor shall also cooperate with a successor Contractor.

Loss Liability

The State is not responsible for Contractor's losses on State property, or otherwise, caused by any reason.

Protection of State Property

1. All buildings, appurtenances, and furnishings shall be protected by Contractor from damage caused by work performed under this Agreement.

2. Such damages to the foregoing, upon approval by the State, shall be repaired and/or replaced at Contractor's expense by State approved methods, so as to restore the damaged areas to their original condition.

3. Contractor shall ensure that its employees will exercise all necessary caution to avoid any injury to persons or any damage to property.

4. Contractor shall adhere to the Department's policies, i.e., policy on identification badges and policy regarding keys.

Contractor Responsibilities for Employees

1. Except for approved subcontractors, all personnel shall be direct employees of Contractor. Contractor shall pay all salaries, taxes, and fringe benefits of its personnel, including, but not limited to, Workers' Compensation and Unemployment Insurance. Contractor expressly agrees that it is responsible for the acts or omissions of its employees. Contractor, at its own expense, shall immediately upon notification by the State, remove any of its employees from providing any services under the terms of this Agreement and shall not return said employee to work until notified in writing by the State. Contractor shall assure that said employee is not physically present at this facility or any other facility covered by the terms of this Agreement until notified in writing by the State that said employee may return to work. The State shall not be the employer of any such personnel.

2. Should the State or Contractor discover that any employee of Contractor does not meet the standards as set forth above, Contractor agrees at its own expense to immediately relieve the individual of further duties and involvement with this Agreement and assure that they are not physically present. Should any Contractor employee engage in any act detrimental to the Department's mission, any act of injury or abuse to persons or property, or any act of theft or drug abuse, Contractor agrees that it shall be liable for the acts or omissions of its employees or their agents. Contractor agrees to immediately relieve the individual of further duties and involvement with the Agreement and assure that they are not physically present at any CCC center.

Health and Safety Responsibilities

1. Contractor is responsible for the health and safety protection of its employees in the performance of this Agreement.

2. Contractor shall comply with applicable laws relating to safety, including, but not limited to, the regulations of the Division of Occupational Safety and Health, and the State of California Department of Industrial Relations. Contractor's personnel shall exercise precautions at all times for the protection of persons and property.

3. Employees with signs or symptoms of, or known, infectious disease shall not be permitted to work until a physician's clearance is obtained.

Weapons

Contractor expressly agrees that it will not permit any of its employees or subcontractors to carry any weapons onto state property. Contractor further expressly agrees that it will be solely responsible for any acts of its employees while on state property. Contractor also states that it has read Penal Code, Section 171b and understands that it prohibits the carrying of weapons on state property.

Conflict of Interest Clause

The purpose of this clause is to ensure that the Contractor (1) is not biased, or in any way appear to be biased, in the performance of its duties under this Agreement due to any financial, contractual, organizational, or other interests or relationships relating to the nature of the work it is performing under this Agreement, (2) does not receive any improper gain or financial or other benefits as a result of performing the work required by this Agreement, and (3) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this Agreement.

Contractor represents, warrants, and covenants to the CCC as follows:

1. No Current or Prior Conflicts of Interest. Contractor has no business, professional, personal, or other interests or relationships, including but not limited to, the representation of current or prior clients that would conflict in any manner or degree with the performance of Contractor's obligations under this Agreement.

2. Prohibition on Conflicts. Neither the Contractor, nor its staff or agents, will engage in conduct that would constitute a conflict of interest, whether actual, potential, or perceived, during the term of this Agreement.

3. Notice of Conflict. If any actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform CCC in writing of such conflict and CCC shall be entitled to exercise its rights and remedies under subsection (4) below.

4. Termination for Material Conflict. If in the sole and absolute discretion of CCC a material conflict of interest exists that in CCC's opinion would negatively impact or call into question the performance of Contractor's duties under this Agreement, or that would give rise to the appearance of a material conflict of interest on the part of Contractor, CCC may elect to terminate this Agreement upon written notice to Contractor. Such termination shall be effective upon the receipt of such notice by Contractor.

Amendments

Amendments to this Agreement are allowed and shall follow the rules and guidelines outlined in the current State Contracting Manual (SCM) Vol 1, including but not limited to the following:

5. Additional years or additional tasks were anticipated and evaluated in the IFB/RFP; Or
6. The amendment does one, but not both, of the following, and there is no change in the scope of work:
    a. Adds time only to complete performance, not to exceed one year.
    b. The amendment adds not more than 30% (not to exceed $250,000) of the original contract. Note: this increase must be supported by specific business reason.

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.