

Solicitation 09-123

Concrete Slab Extension & Steel Bollard Installation

State of California

Bid 09-123

Concrete Slab Extension & Steel Bollard Installation

Bid Number	09-123
Bid Title	Concrete Slab Extension & Steel Bollard Installation
Bid Start Date	Jul 2, 2009 10:39:27 AM PDT
Bid End Date	Aug 4, 2009 2:00:00 PM PDT
Question & Answer End Date	Jul 23, 2009 5:00:00 PM PDT
Bid Contact	Corey Hollowell 916-657-1259
Pre-Bid Conference	Jul 21, 2009 10:00:00 AM PDT Attendance is mandatory Location: Department of Motor Vehicles 2919 Cold Springs Road Placerville, CA 95667 (meet at main front entrance)
Standard Disclaimer	The State of California advises that prospective bidders periodically check the websites, including but not limited to Bidsync, and/or other state department links for modifications to bid documents. The State of California is not responsible for a prospective bidder's misunderstanding of the bid solicitation or nonresponsive bid due to failure to check these websites for updates or amendments to bid documents, and/or other information regarding the bid solicitations. Failure to periodically check these websites will be at the bidder's sole risk. The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.
Description	Contractor shall provide all labor, tools, materials, and equipment necessary to install on 3'x4' concrete slab extension, remove four existing wooden bollards, and install six new 6" diameter steel bollards to support and protect a liquid propane gas (LPG) tank at the Placerville DMV.

DEPARTMENT OF MOTOR VEHICLES

ADMINISTRATIVE SERVICES DIVISION

P. O. BOX 932380

SACRAMENTO, CA 94232-3820

(916) 657-7771

**09-123****INVITATION FOR BID****Notice to Prospective Bidders**

July 2, 2009

You are invited to review and respond to this Invitation for Bid (IFB), entitled 09-123 – Concrete Slab Extension & Steel Bollard Installation at the Placerville DMV Field Office. This IFB is advertised in the California State Contracts Register at:

<http://www.eprocure.dgs.ca.gov/CSCRAAds.htm>

In submitting your bid, you must comply with the instructions found herein.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site:

<http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the Department of Motor Vehicles, this Invitation for Bid is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this IFB is:

Corey Hollowell
Department of Motor Vehicles
Phone: (916) 657-1259
Email: chollowell@dmv.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.

Corey Hollowell
Contract Administrator

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A) Purpose and Description of Services

Concrete Slab Extension & Steel Bollard Installation at the Placerville DMV Field Office, Term: Six (6) Calendar Days. See Exhibit A, Scope of Work, for a complete description of services.

B) Bidder Minimum Qualifications

Bidder must possess a valid State of California **Class B** contractors license. The Contractor's license number must be indicated on the Bid/Bidder Certification Sheet, and must be in good standing at the time of the bid opening, as well as throughout the term of this Agreement.

C) Bid Requirements and Information**1) Time Schedule**

Below is the tentative time schedule for this procurement:

<u>Event</u>	<u>Date</u>	<u>Time</u>
IFB available to prospective bidders	7/2/2009	N/A
Mandatory Pre-bid Conference	7/21/2009	10:00AM
Written questions regarding IFB are due by	7/23/2009	11:00AM
Written responses to questions released by	7/23/2009	5:00PM
* Final Date for Bid Submission / Bid Opening	8/4/2009	2:00PM
Proposed Start Date of Agreement	TBD	N/A

*** For security reasons, if you plan to attend the public bid opening, please call the Contract Administrator prior to the bid opening date so arrangements can be made for entrance into the DMV building.**

2) Mandatory Pre-Bid Conference

A mandatory pre-bid conference is scheduled on **July 21, 2009 at 10:00AM at the Placerville DMV field office (main front entrance), 2919 Cold Springs Road, Placerville, CA 95667**, for the purpose of discussing concerns regarding this IFB.

In the event a potential prime contractor is unable to attend the mandatory pre-bid conference, an authorized representative may attend in their behalf. The representative may only sign-in for one (1) company. Subcontractors may not represent a potential prime contractor at a mandatory pre-bid conference. No bid will be accepted unless the bidder or his authorized representative was in attendance.

3) Reasonable Accommodations

For contractors who need assistance due to a physical impairment, a reasonable accommodation will be provided by the awarding agency upon request for the pre-bid conference. The Contractor must call the contract person named on the front page of the IFB no later than the fifth working day prior to the scheduled date and time of the pre-bid conference to arrange for a reasonable accommodation.

4) Submission of Bid

- a) All bids must be submitted in an enclosed envelope or under sealed cover and plainly marked **BID PROPOSAL # 09-123 DO NOT OPEN UNTIL AUGUST 4, 2009 AT 2:00PM, ATTN: COREY HOLLOWELL**. Bids not submitted under sealed cover will be rejected. A minimum of one (1) copy of the bid must be submitted.
- b) All bids must be received at the DMV on the date and time specified in Section C, 1), Time Schedule. Any bid received after the scheduled time shall remain unopened and shall be retained by DMV.
- c) All bids shall include the documents identified in Section E, Required 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.
- d) All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
- e) Mail or deliver bids to the following address:

**Department of Motor Vehicles
Contracts Services Section
Attn: Corey Hollowell
2415 First Avenue, MS: E112
Sacramento, CA 95818-2606**

- f) 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.
- g) A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The DMV may reject any or all bids and may waive any immaterial deviation in a bid. The DMV'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 agreement.
- h) Costs 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.
- i) An individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. 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, will not be considered.
- k) A bidder may withdraw its bid by submitting a written withdrawal request to the DMV, signed by the bidder or an agent authorized in accordance with i) above. 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 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.
- m) The awarding agency reserves the right to reject all bids for reasonable cause. If all bids are too high, the agency is not required to award an agreement.

- n) Bidders are cautioned to not rely on the DMV 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.
- o) 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.

5) Evaluation and Selection

- a) 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.
- b) The DMV will put each bid through a process of evaluation to determine its responsiveness to the DMV's needs.
- c) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected. If, in the opinion of the DMV, such information was intended to mislead the DMV in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this IFB, it will be the basis for rejection of the bid.
- d) The final selection will be made on the basis of the lowest responsible bid. In the event there is tie bids by more than one (1) responsive bidder, each bidder will be contacted by the DMV Contract Administrator regarding a date and time for a flip of a coin. The bidder whose bid was received first will make the call. Bidders or their authorized representative(s) are allowed to be present for the flip of the coin.

6) Award

- a) The DMV will send bidding contractors written notification of contract award.
- b) Prior to award of the agreement, Contractor shall complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. No payment shall be made unless a completed STD 204 has been returned to the awarding agency. This form can be found on the Internet at:

<http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>

- c) Prior to award of the agreement, Contractor must sign and submit to the awarding agency, page one (1) of the Contractor Certification Clauses (CCC) which can be found on the Internet at:

<http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

This document is only required if the bidder has not submitted this form to the awarding agency within the last three (3) years.

- d) Insurance Requirements:

Commercial General Liability - Prior to approval of the agreement, the contractor shall furnish to the State of California, Department of Motor Vehicles, a certificate of insurance stating that there is Commercial General Liability insurance presently in effect for the contractor of not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined.

Automobile Liability - Prior to approval of the agreement, the contractor shall furnish to the State of California, Department of Motor Vehicles, a certificate of insurance stating that there is Automobile

Liability insurance presently in effect for the contractor of not less than \$1,000,000.00 per occurrence.

Worker's Compensation - Prior to approval of the agreement, the Contractor shall furnish to the State of California, Department of Motor Vehicles, a certificate of insurance stating that there is Worker's Compensation insurance presently in effect if the Contractor has employees. If the Contractor uses employees to perform services under this contract, the Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. If the Contractor does not employ any person, in any manner, so as to not become subject to the Workers' Compensation laws of California, the Contractor must contact the Contract Administrator to request a Workers' Compensation Exemption Certification form. This form must be completed by the Contractor and submitted to the DMV prior to final approval of the Agreement.

The certificate should not include a specific contract number.

The Commercial General Liability certificate of insurance will include provisions A. and B. in their entirety:

- A. That the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State.
- B. That the State, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this Agreement are concerned.

The State will not be responsible for any premiums or assessment on the policy. Contractor agrees that the insurance provided shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

Contractor shall submit the certificate of insurance to the State at the address below:

Department of Motor Vehicles
Contract Services Section
Attn: Corey Hollowell
2415 First Avenue MS: E112
Sacramento, CA 95818

To expedite, fax certificate to the individual indicate above at (916) 657-2387.

7) Disposition of Bids

- a) Upon bid opening, all documents submitted in response to this IFB 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.). 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 proposal, shall be held in the strictest confidence until the award is made. The content of all working papers and discussions relating to a bid shall be held confidential indefinitely unless the public's interest is best served by disclosure because of its direct pertinence to a

decision, agreement, or evaluation of a bid. Any disclosure of this subject by the bidder prior to the award is a basis for rejecting a bid and ruling the bidder ineligible to further participate in the bidding process.

- b) Bid packages may be returned only at the bidder's expense, unless such expense is waived by the awarding agency.

8) Standard Conditions of Service

- a) The successful bidder as a potential contractor will receive a letter from the DMV advising the potential contractor of how to proceed and will provide an Agreement prepared for signature. The letter may request additional information or documentation before the Agreement can be fully executed. The potential contractor must return all required documents and the signed contract to DMV no later than twenty (20) calendar days from the date of the Agreement letter or the DMV will deem the potential contractor non-responsive and rescind the award notice.
- b) Service shall be available on the expressed date set by the awarding agency and the Contractor, after all approvals have been obtained and the 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 the agreement. In addition, the Contractor shall be liable to the DMV for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.
- c) All performance under the agreement shall be completed on or before the termination date of the agreement.
- d) The DMV 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. The GTC may be viewed at internet web site: <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>
- e) No oral understanding or agreement shall be binding on either party.

D) Preference Program

The standard contract language for:

Small Business Enterprise (SBE) - Program info can be found at the following internet web site:
www.pd.dgs.ca.gov/smbus/sbcert.htm

E) Required Attachments**ATTACHMENT 1****REQUIRED ATTACHMENTS CHECK LIST**

A complete bid or bid package will consist of the items identified below.

Complete this check list to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to the DMV. For your bid to be responsive, submit all of the items identified on this attachment. It is not necessary to return this checklist with your bid package.

<u>Attachment #</u>	<u>Name/Description</u>
☐ Attachment 2	Bid/Bidder Certification Sheet
☐ Attachment 3	Cost Sheet
☐ Attachment 4	Payee Data Record
☐ Attachment 5 *	Disabled Veteran Business Enterprise (DVBE) Participation Forms and Instructions (Only applicable if your Bid/Agreement is \$10,000.00 or more)
	☐ STD 840 Section A – Commitment
	☐ STD 843 – Disabled Veteran Business Enterprise Declarations (To be completed only by a DVBE prime contractor)
	☐ DVBE Subcontractor Agreement
	OR
	☐ STD 840 Section B – Good Faith (DVBE advertisements must be published at least 14 days prior to bid opening date)
☐ Attachment 6	Bidder Declaration & Subcontractor/Supplier List
☐ Attachment 7	Darfur Contracting Act
☐ Exhibit F	Noncollusion Affidavit

*** DVBE compliance is required if your total Bid/Agreement amount is \$10,000.00 or more.**

DVBE Resource website address: <http://www.pd.dgs.ca.gov/smbus>. Note: A common mistake bidders make is to state that no DVBE subcontractors are needed and that goals are not applicable, offering that all the work can be done by the bidder with its owns resources. Bidders should be warned that this is not an option if their bid is to be deemed responsive.

Do not return Section C "Bid Requirements and Information" or Section F "Sample Standard Agreement" that is included in this IFB.

ATTACHMENT 2**BID/BIDDER CERTIFICATION SHEET**

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package with an original signature. The bid must be transmitted in accordance with IFB instructions.

- A. Our bid is submitted as detailed in Attachment 3, Cost Sheet.
- B. All required attachments are included with this certification sheet.
- C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort (if applicable). However, if this Agreement is exempt from DVBE requirements, DMV requests your assistance in achieving legislatively established goals for the participation of DVBEs by reporting any certified DVBEs that will be used in the performance of this Agreement.
- D. 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.

An Unsigned Bid/Bidder Certification Sheet May Be Cause For Rejection

1. Company Name:		2. Telephone Number: ()	2a. Fax Number: ()
3. Address:			
Indicate your organization type:			
4. ☐ Sole Proprietorship		5. ☐ Partnership	6. ☐ Corporation
7. Federal Employee ID No. (FEIN):		8. California Corporation No. (If Applicable):	
Indicate applicable license and/or certification information:			
9. Contractor's State Licensing Board Number:	10. PUC License Number CAL-T (If applicable):	11. Required Licenses or Licenses/Certifications Certifications (If applicable):	
12. Bidder's Name (Print):		13. Title:	
14. Signature:		15. Date:	
16. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprises Certification (OSDC) as:			
a. Small Business Enterprise Yes ☐ No ☐ If yes, enter certification number: _____		b. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter your service code below: _____	
• NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". • Date application was submitted to OSDC, if an application is pending: _____			

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, 2a, 3	Must be completed. These items are self-explanatory.
4	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.
5	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.
6	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.
7	Enter your federal employee tax identification number.
8	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.
9	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.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veteran Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSD.

ATTACHMENT 3**COST SHEET**

Company Name: _____

Authorized Bidder's Name (Please Print): _____

Authorized Bidder's Signature: _____ Date: _____

I certify that I am empowered to submit this bid on behalf of the Contractor.

Bidder proposes and agrees to furnish all labor, tools, materials, and equipment; pay all taxes, insurance, bonds, license and permit fees, and other costs incidental to the work to be performed in accordance with the attached Scope of Work identified in Exhibit A at the cost below.

_____ Dollars (\$_____)
(words) (figures)

In the case of discrepancies between words and figures, the words shall prevail.

Cost Breakdown: The DMV reserves the right to request that the intended awardee submit an itemized cost breakdown of their bid to include, but not limited to: cost of materials, labor, and overhead.

If your Bid/Agreement total for the entire term is \$10,000.00 or more, you must comply with the DVBE goals or Good Faith as mandated by state law and described in this IFB.

The remainder of this page is intentionally left blank.

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9) STD. 204 (Rev. 6-2003)

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PAYEE DATA RECORD STD. 204 (REV. 6-2003) (PAGE 2)

1	REQUIREMENT TO COMPLETE PAYEE DATA RECORD, STD. 204 A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies. Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.						
2	Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.						
3	Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a). The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).						
4	Are you a California resident or nonresident? A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California. A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident. For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year. For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address: wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website: www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address: wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website: www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address: wscs.gen@ftb.ca.gov					
For hearing impaired with TDD, call:	1-800-822-6268	Website: www.ftb.ca.gov					
5	Provide the name, title, signature, and phone number of the preparer of this form, as well as the date the form was completed.						
6	This section must be completed by the State agency requesting the STD. 204.						
	PRIVACY STATEMENT Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business. All questions should be referred to the requesting State agency listed on the bottom front of this form.						

ATTACHMENT 5**California Disabled Veteran Business Enterprise Program Requirements:**

AUTHORITY - The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for state contracts is established in the Public Contract Code (PCC), Section 10115 et seq.; Military and Veterans Code, Section 999 et seq.; and California Code of Regulations, Title 2 (2CCR), Section 1896.60 et seq.

The minimum DVBE participation percentage is 3% for this solicitation unless another percentage is specified in the solicitation.

INTRODUCTION - The bidder must document at least one of the options (A or B) in this document to comply with this solicitation's DVBE program requirements. Bids or proposals (hereafter called "bids") that fail to fully document one of the DVBE program requirements options shall be considered non-responsive and ineligible for award.

All information submitted by the intended awardee to comply with this solicitation's DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation with this information in accordance with the requirements of the Public Contract Code, Section 10115, et seq. and the Military and Veterans Code, Section 999 et seq. and follow the investigatory procedures required by the California Code of Regulations, Section 1896.80.

Only State of California, Office of Small Business and DVBE Certification certified DVBEs who perform a commercially useful function relevant to this solicitation may be used to satisfy the DVBE program requirements. The criteria for performing a commercially useful function are contained on page 5, Resources & Information and California Code of Regulations, Title 2, Section 1896.61(I). Verify each DVBE subcontractor's/supplier's certification with the Office of Small Business and DVBE Certification Section to ensure DVBE eligibility.

To meet the DVBE program requirements, bidders must complete and fully document at least one of the following compliance options:
Option A - Commitment to full DVBE participation - For a bidder who is a DVBE or who is able to meet the commitment to use identified DVBE(s) to fulfill the full DVBE participation goal.
Option B - Good Faith Effort - For a bidder documenting its completed effort, made prior to the bid due date, to obtain DVBE participation that may result in partial or no DVBE participation.

PLEASE READ ALL INSTRUCTIONS CAREFULLY. These instructions contain information about the DVBE program requirements, bidder responsibilities, and requirements for performing and documenting each of the two available options as detailed below. Bidders are responsible for thorough review and compliance with these instructions.

RESOURCES AND INFORMATION

For assistance in preparing a responsive DVBE participation document, **contact Kevin Childers (916-657-8773) at the awarding department for this solicitation.** In accordance with Public Contract Code Section 10115.2(b)(3), bidders must advertise in trade and focus publications unless the requirement is waived. The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in meeting these contract requirements. To obtain this list, please contact the DGS-PD Office of Small Business and DVBE Outreach and Education and request the "DVBE Resource Packet."

U.S. Small Business Administration (SBA)

Internet contact only – see instructions for website navigation.

PRONET Database: <http://www.pro-net.sba.gov>

FOR:

- **Service-Disabled Veteran-owned businesses in California**
(Remember to verify each DVBE's California certification.)

Local Organizations (see the DVBE Resource Packet available from DGS-PD DVBE Program Section listed below)

FOR:

- **List of potential DVBE subcontractors**

DGS-PD Office of Small Business and DVBE Certification (OSDC)

707 Third Street, Room 400, West Sacramento, CA 95605

Website: <http://www.pd.dgs.ca.gov/smbus>

24-hour automated info & document requests: (916) 322-5060

Receptionist: (916) 375-4940

Fax: (916) 375-4950

FOR:

- **Directory of Certified DVBEs**
- **Certification Applications**
- **Certification Information**
- **Certification Status, Concerns**

DGS-PD Office of Small Business and DVBE Outreach and Education

707 Third Street, 2nd Floor, West Sacramento, CA 95605

Voice (8am - 5pm): (800) 559-5529

Fax: (916) 375-4597

FOR:

- **DVBE Program Participation Requirements**
- **DVBE Program Info. and Statewide Policy**
- **DVBE Resource Packet**
- **DVBE Business Utilization Plan**
- **Small Business/DVBE Advocates**

Advertisement format example

This example offers a suggested format that includes required information outlined in option b, good faith effort, step 3. You can substitute the applicable information for the bolded, italicized words.

DVBEs are invited to participate as a potential subcontractor/supplier to perform a commercially useful function specific to **DGS' IFB No. 12345** for ***fencing materials in Chowchilla.***
DVBE responses due to me 1/1/02
Bids due to the State 1/15/02.

Contact: **ABC Company**
Jane Doe, General Manager
123 Main Street, Sacramento, CA 95814
voice: **555/555-5555**; fax: **555/555-5556**
or e-mail: jane.doe@abcco.com

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):
The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of Section 1896.61(f); is certified in accordance with Section 1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function. A DVBE contractor, subcontractor or supplier is considered performing a commercially useful function when it meets the following criteria:

(1) The business concern is: responsible for the execution of a distinct element of the work of the contract; carrying out its obligation by actually performing, managing or supervising the work involved; and performing work that is normal for its business services and functions, and

(2) The business concern is not further subcontracting a greater portion of the work than would be expected by normal industry practices.

OPTION A – COMMITMENT -- Commit to meet or exceed the DVBE participation requirement in this solicitation. Bidders must document DVBE participation commitment by completing and submitting the attached STD 840 (Section A). Failure to complete and submit STD 840 (Section A) as instructed may render your bid non-responsive.

The bidder must provide, at the time of bid submittal, a written agreement signed by the bidder and each proposed DVBE subcontractor. The written agreement will include the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, total amount of contract to be paid to the DVBE, and the percentage of the entire contract that will be awarded to the DVBE, with each DVBE subcontractor. If this information is contained in the bidder's DVBE written agreement of intent, the agreement may be attached to the STD 840. If further verification is necessary, the state will obtain additional information to verify the above requirements.

Certified DVBE bidder:

- a. Please submit your certified DVBE letter when submitting your bid.

Non-DVBE bidder:

- a. Commit to using certified DVBE(s) for at least 3% (unless otherwise specified) of the bid amount.
- b. When a bidder commits to less than the required 3% DVBE participation to its commitment may fall below 3% if specific line items/groups are not selected for award, then the Good Faith Effort must be completed in addition to the Goals.
- c. Document DVBE participation on STD 840 (Section A) and attach a copy of the DVBE(s) certifications.
- d. At the time of bid submittal, a bidder is to submit proof of their commitment by submitting the written Agreement provided in this packet with the DVBE(s) identified in their bid. This Agreement can be faxed to the selected DVBE(s) within the timeframe identified in the Invitation For Bid package. Failure to submit the written Agreement as specified may be grounds for bid rejection.

STD 840 Section A - Commitment**Full information must be provided.**

For contract participation commitment, at least one DVBE must be listed. DVBEs must perform a commercially useful function. List the specific goods and/or services with the dollar and/or percentage value(s) that the DVBE(s) will commit(s) to provide. If both the estimated dollar amount and percentage are listed, the higher value supercedes. Attach additional pages to list all other DVBE subcontractors/suppliers. During contract performance, all requests for substituting named DVBEs must be made in accordance with the provisions of California Code of Regulations, Title 2, Section 1896.64(c).

AT LEAST ONE DVBE MUST BE NAMED FOR PARTICIPATION	Date Contacted / /	DVBE Company Name (If you are the Prime and a DVBE, enter your name. Otherwise, enter the solicited subcontractor)			
	DVBE Contact Name & Reference #	Telephone Number ()	Fax Number ()	E-mail (if available)	
	Street Address, City, State and Zip Code				
	OR	☐ Yes, I am, or I will subcontract with, the listed DVBE to provide the following goods and/or services:			
		Specific Goods and/or Services			Estimated \$ and/or %
					\$ / %
		☐ No, I am unable to subcontract with the DVBE for the following business reasons:			
	Date Contacted / /	DVBE Company Name			
	DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)	
Street Address, City, State and Zip Code					
OR	☐ Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:				
	Specific Goods and/or Services			Estimated \$ and/or %	
				\$ / %	
	☐ No, I am unable to subcontract with the DVBE for the following business reasons:				



STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION
DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS
 STD. 843 (Rev. 5/2006)

Note: To be completed only by a DVBE prime contractor submitting a bid for this project.

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

SECTION 1

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

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

 Solicitation/Contract Number: _____ SCRPS Ref. Number: _____ (For State
 Only)

SECTION 2

- [] I (we) declare that the DVBE is not a broker or agent as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also complete Section 3 below if renting equipment.
- [] Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). (Pursuant to Military and Veterans Code 999.2 (e), *State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.*)

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

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

Firm/Principal for whom the DVBE is acting as a broker or agent: _____
 (Print or Type Name)

Firm/Principal Phone: _____

Address: _____

SECTION 3

APPLIES TO ALL DVBE'S THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

- [] Pursuant to Military and Veterans Code Section 999.2 9 (c), (d), and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and veteran Code Section 999 et seq.
- [] The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2, subsections (c) and (g)*. *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

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

(Printed Name)	(Signature)	(Date Signed)
(Address of Owner)	(Telephone)	(Tax ID number of owner)

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

(Printed Name of DV Manager)	(Signature of DV Manager)	(Date Signed)
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(DVBE) SUBCONTRACTOR AGREEMENT**PART A: NAMED PARTIES**

This Agreement is entered into between Contractor: _____, hereinafter referred to as *Bidder*, and DVBE subcontractor: _____, hereinafter referred to as **Subcontractor**, on: _____ (Date), consisting of the following conditions:

1. Bidder has bid or intends to bid on a solicitation issued by the State of California, Department of Motor Vehicles, hereinafter referred to as **DMV**. The DMV will enter into an Agreement (the primary agreement) with the Bidder **if** the Bidder is awarded the contract.
2. Bidder has proposed the Subcontractor as a disabled veteran business enterprise subcontractor in the bid; and Bidder intends to employ the subcontractor to perform certain work or services under the primary agreement if the Bidder is awarded the DMV contract.
3. Subcontractor intends to provide certain work or services or products/goods under the primary agreement if the primary agreement is awarded to the Bidder.

PART B:

The State requires the Bidder to provide, prior to the contract award, a written agreement signed by the Bidder and each disabled veteran business enterprise subcontractor proposed by the Bidder in the bid proposal submitted to the State, to include certain terms and conditions specified below. These written agreements shall become null and void if the Bidder is not awarded a contract as result of this bid invitation.

Bidder and the Subcontractor agree that, in the event the DMV awards the primary agreement to the Bidder, the Bidder will employ the Subcontractor to provide goods and/or services in accordance with the following terms and conditions:

1. The term of this Agreement is: _____
2. The parties estimate that the goods and/or services will be provided/performed by the Subcontractor, commencing on ____/____/____ and completed by ____/____/____.
3. The rate and conditions of payment by the Bidder to the Subcontractor are:

4. The total amount to be paid by the Bidder to the Subcontractor is: _____
5. The percentage of the entire primary contract to be awarded to the Subcontractor is: ____%.
(Bidder must commit to using certified DVBE(s) for at least 3% of the bid amount.)
6. DVBE scope of work and description of the services and/or goods to be performed/supplied by the Subcontractor:

(attach additional sheets if necessary)

This Agreement has been executed by the parties identified below:

Bidder's Company Name		Subcontractor's Company Name	
By (Authorized Signature)	Date Signed / /	By (Authorized Signature)	Date Signed / /
Printed Name and Title of Person Signing		Printed Name and Title of Person Signing	

OPTION B - GOOD FAITH EFFORT (GFE) Performance and documentation requirements must be completely satisfied prior to bid submission. Perform and document the following **Steps 1 through 5** of the attached STD 840 (Section B) form. Failure to perform and document GFE Steps 1 through 5 as instructed, which includes properly completing and submitting the STD 840 (Section B), shall result in your bid being deemed non-responsive. Step 3, Advertisement, is required unless specifically waived for this solicitation due to time limits imposed by the awarding department.

Step 1: Awarding Department - Contact the department's contracting official named in this solicitation to identify interested DVBEs. You must fully document this contact and describe the results on STD 840 (Section B).

Step 2: Other State and Federal Agencies, and Local Organizations

STATE Contact the Department of General Services, Procurement Division's (DGS-PD) Office of Small Business and DVBE Certification (OSDC) to obtain a list of certified DVBEs by telephone at (916) 322-5060 for the 24-hour automated telephone system or (916) 375-4940 for the receptionist during normal business hours. This information can also be obtained by searching the online database at <http://www.pd.dgs.ca.gov/smbus>. Begin by selecting Certified Firm Inquiry Services, then search by using either the Keyword Search or the Standard Query options. You must fully document this contact and describe the results on STD 840 (Section B).

FEDERAL Search the U.S. Small Business Administration's (SBA) online database (Pro-Net) at <http://www.pro-net.sba.gov> to identify potential DVBEs. Select these minimum options in the following sequence: select Search Database; select CA under "State"; select Service Disabled Veteran under "Other Ownership Data"; and "Search Using These Criteria" at the page bottom. The database takes a few moments to query, and then your list will appear on your screen. You may select other criteria to focus your search. You must fully document this contact and describe the results on STD 840 (Section B).

LOCAL Contact at least one local DVBE organization to identify DVBEs. For a list of acceptable local DVBE organizations, please refer to the DVBE Resource Packet that may be accessed online (<http://www.pd.dgs.ca.gov/smbus> - select "DVBE Resource Packet") or obtain a hardcopy by requesting it from DGS-PD Office of Small Business and DVBE Outreach and Education (see the Resources & Information page). You must fully document your contact with local DVBE organizations and describe the results on STD 840 (Section B).

Step 3: Advertisements are mandatory unless waived by the awarding department.

CONTENT REQUIREMENTS: Include all of the following in your advertisement(s): (1) company name; (2) contact name; (3) address; (4) telephone and facsimile (if applicable) numbers; (5) e-mail address (if applicable); (6) the state's solicitation number(s); (7) goods and/or services for which the state is soliciting; (8) the location of the work to be performed or for products/goods; and (9) the State's bid(s) due date and/or your due date for receiving DVBE responses.

HOW MANY & WHERE TO PUBLISH: Bidders must publish two (2) ads, one (1) each in a trade paper and a DVBE focus paper unless the paper is dual purpose (fulfilling both trade and focus requirements as defined in California Code of Regulations, Title 2, Section 1896.61(k)), in which case one (1) ad is acceptable. In accordance with PCC 10115.2(b)(3), bidders must advertise in trade and focus publications unless all DVBE goals are satisfied. The Procurement Division publishes a list of trade and focus publications to assist bidders in meeting these contract requirements. To obtain this list, please contact the Procurement Division and request the "Resource Packet". The Procurement Division may be contacted at: 707 Third Street, Room 400 West Sacramento, CA 95605. Phone: (916) 375-4940 OR (916) 375-4941.

WHEN: Ads must be published after the solicitation's release date and at least 14 days prior to the bid due date, unless a different time period is expressly established in this solicitation.

DOCUMENT & SUBMIT: On STD 840 (Section B), document the publication name(s) in which you published advertisement(s), the contact name, address, phone number, and date of publication. Include a copy (ies) of the advertisement(s) with your bid.

Step 4: **Invitations to Participate**

WHO: Invite (solicit) DVBEs who can provide relevant goods and/or services to this solicitation to subcontract with you. Conducting Steps 1 through 3 produces a list of DVBEs from which you may choose potential DVBEs subcontractors/suppliers to contact. Bidders are advised to contact as many DVBEs (who provide relevant goods and/or services in the applicable location(s)) as possible. Non-California-certified DVBEs are not eligible -- please refer those DVBEs to the OSDC to learn about certification (see the Resources & Information page for contact information).

FOR WHAT: Solicit DVBEs for goods and/or services relevant to the state's solicitation. If you are unable to identify specific portion(s) of the proposed contract to subcontract, the state encourages bidders to avoid making a predetermination that no DVBEs are able to perform or provide products/goods without first contacting and soliciting participation from them. This allows DVBEs to respond whether they can or cannot provide any goods or services related to the solicitation, and provides a bidder with responses for consideration.

HOW TO INVITE & CONTENT REQUIREMENTS: Written invitations are required. At a minimum, invitations must contain all of the following: (1) company name; (2) contact name; (3) address; (4) phone and facsimile (if applicable) numbers; (5) return e-mail address (if applicable); (6) the state's solicitation number; (7) goods and/or services for which the state is soliciting; (8) location of work; and (9) the State's bid(s) due date and/or your due date for receiving DVBE responses.

WHEN: Provide DVBE's with a reasonable time period to receive and respond to your invitation, and to be considered by you for participation as described in Step 5, prior to your bid submission.

DOCUMENT & SUBMIT: Bidders must document the completed contacts on STD 840, Section B. Attach additional copies of STD 840B as necessary to list your DVBE contacts. You are required to attach a copy of: (1) each invitation or offer sent by letter, fax or e-mail; and (2) confirmation of transmittal or delivery. Your bid shall be considered non-responsive if it fails to include copies of the written invitations and delivery confirmations.

Step 5: **Consider all responding DVBEs** for contract participation. Consideration must be based on business needs for the contract and the same evaluation criteria must be applied to each potential DVBE subcontractor/supplier offering the same goods and services. You must document on STD 840, Section B any firm(s) selected for participation; or if not selected, the reason for non-selection.

STD 840 SECTION B – GOOD FAITH

Documentation of Good Faith Effort Steps 1, 2 and 3 — Remember to carefully read all instructions prior to completing this form. Please refer to the aforementioned Resources & Information page for detailed contact information and a sample advertisement format.

STEP 1: Contact the Awarding Department (the contracting official, unless another contact is specified) to identify potential DVBE subcontractors/suppliers, **and document this contact as required.**

Date: / /	Contact Name:	Telephone Number: ()
Describe Result:		

STEP 2: Contact all of the following and document your contacts as required: Other state and federal agencies and local organizations to identify potential DVBE subcontractors/suppliers.

Other State Agency – Procurement Division, Office of Small Business and DVBE Certification (Certification Office)

PHONE CONTACT OR ONLINE SEARCH	Date: / /	Telephone Number: (916) 322-5060 (916) 375-4940	Contact Name:	☐ I contacted the Certification Office for a list of California certified DVBEs.
	Date: / /	Internet Address: http://www.pd.dgs.ca.gov/smbus		☐ I searched the Certification Office's online database to identify California certified DVBEs.
Describe Result:				

Federal Agency – U.S. Small Business Administration (SBA) online database

Date: / /	Internet Address: http://www.pro-net.sba.gov	☐ I searched the federal online database for California DVBEs.
Describe Result:		

Local DVBE Organizations – Contact at least one local DVBE organization—refer to the DVBE Resource Packet for a list of acceptable contacts. (<http://www.pd.dgs.ca.gov/smbus> - select “DVBE Resource Packet”)

Date: / /	Organization Name:	Contact Name:	Telephone Number and/or Internet Address: () http://www .
Describe Result:			
Date: / /	Organization Name:	Contact Name:	Telephone Number and/or Internet Address: () http://www .
Describe Result:			

STEP 3: Publish advertisements: Two (2) advertisements: One (1) ad in an accepted trade paper; and one (1) ad in an accepted DVBE focus paper (please see the DVBE Resource Packet for a list of all accepted publications); unless the paper is dual purpose (fulfilling both trade and focus requirements), in which case one (1) ad is acceptable. **Document this step as required and remember to attach a copy of your advertisement(s).**

Focus Paper Name (list full name):	Contact Name:	Telephone Number: ()
Address:		Date Ad Published: / /
Trade Paper Name (list full name):	Contact Name:	Telephone Number: ()
Address:		Date Ad Published: / /
☐ <i>I certify the ad was placed to reach both trade and focus audiences through this one publication.</i>		
Trade and Focus Paper Name (list full name):	Contact Name:	Telephone Number: ()
Address:		Date Ad Published: / /

Steps 4 and 5 (Reminder carefully read all instructions for steps 4 and 5)

List all DVBE Companies Contacted (Be sure to attach copies of the written invitations/confirmations)

Date Contacted: / /	DVBE Company Name:		
DVBE Contact Name:	Telephone Number: ()	Fax Number: ()	E-mail (if available):
Street Address, City, State and Zip Code:			
OR	☐ Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services:		Estimated \$ and/or % \$ / %
	☐ No, I am unable to subcontract with the DVBE for the following business reasons:		
Date Contacted: / /	DVBE Company Name:		
DVBE Contact Name:	Telephone Number: ()	Fax Number: ()	E-mail (if available):
Street Address, City, State and Zip Code:			
OR	☐ Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services:		Estimated \$ and/or % \$ / %
	☐ No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted: / /		DVBE Company Name:	
DVBE Contact Name:		Telephone Number: ()	Fax Number: ()
E-mail (if available):			
Street Address, City, State and Zip Code:			
OR	☐ Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services:		Estimated \$ and/or % \$ / %
	☐ No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted: / /		DVBE Company Name:	
DVBE Contact Name:		Telephone Number: ()	Fax Number: ()
E-mail (if available):			
Street Address, City, State and Zip Code:			
OR	☐ Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services		Estimated \$ and/or % \$ / %
	☐ No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted: / /		DVBE Company Name:	
DVBE Contact Name:		Telephone Number: ()	Fax Number: ()
E-mail (if available):			
Street Address, City, State and Zip Code:			
OR	☐ Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services:		Estimated \$ and/or % \$ / %
	☐ No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted: / /		DVBE Company Name:	
DVBE Contact Name:		Telephone Number: ()	Fax Number: ()
E-mail (if available):			
Street Address, City, State and Zip Code:			
OR	☐ Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services:		Estimated \$ and/or % \$ / %
	☐ No, I am unable to subcontract with the DVBE for the following business reasons:		

DVBE Program Requirements Supplier Checklist

Please do not submit this checklist with your bid. It is provided for your use only. Checking every box of your elected compliance option does not guarantee that your bid will be evaluated compliant.

☐ **OPTION A: COMMITMENT TO DVBE CONTRACT PARTICIPATION**

☐	STD 840 Section A included with bid
☐	DVBE Written Agreement
☐	Listed at least one California certified DVBE subcontractor
☐	Checked the box(es) for "Yes ..."
☐	Listed specific goods and/or services DVBE(s) agrees to provide
☐	Proposed DVBE contract performance is a "commercially useful function" relevant to the contract
☐	Listed the estimated dollar amount and/or percentage of contract for the DVBE's participation
☐	Proposed DVBE participation meets the 3% requirement (unless a different percentage is specified)
☐	Attached a copy of the DVBE's certification letter from the Department of General Services

☐ **OPTION B: GOOD FAITH EFFORT (GFE)**

☐	STD 840 Section B included with bid
☐	(Step 1) Contacted the Awarding Department and listed contact and results
☐	(Step 2) Contacted Other State agency (Office of Small Business and DVBE Certification) and listed the contact and results
☐	(Step 2) Searched the Federal Pro-net internet database and noted the results
☐	(Step 2) Contacted acceptable Local DVBE Organization(s) and listed the contact and results
☐	(Step 3) Advertised – IF NOT WAIVED Listed full information for the advertisement(s) and publication(s) [2 ads in one trade and in one DVBE focus publication; OR 1 ad in one dual-purpose publication]
☐	Attached copies of the delivery confirmations for invitations to DVBEs (e.g. mail receipts, fax confirmations, etc.)
☐	(Step 4) Listed all DVBEs contacted and invited to perform on the proposed contract
☐	(Step 5) Checked the "No" boxes and listed the business reasons for non-selection of DVBEs contacted
☐	Invitations included the required contact information
☐	Attached a copy of the advertisement(s)
☐	The advertisement(s) were published at least 14 days prior to the bid due date
☐	The advertisement(s) included my required contact information

ATTACHMENT 6**Bidder Declaration & Subcontractor/Supplier List*****(Must be completed or your bid may be deemed non-responsive)*****A. Prime Contractor Information**

1. Identify your current California certification(s) (MB, SB, DVBE, or None) _____
2. Indicate the distinct element(s) of work your company will perform. Also indicate the percentage of the total bid price for the work and materials to be provided by your company. (**Note:** Do not include the percentage of the total bid price for subcontractors, including DVBE subcontractors.):

Work To Be Performed and Materials To Be Provided	% Of Total Bid Price

Note: Bidders certified as MB, SB, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/micro businesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: osdchelp@dgs.ca.gov. Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State.

B. Subcontractor/Supplier Information**

1. Will subcontractors be used for this contract? ☐ Yes ☐ No
2. If you are not a certified small business, are you committing to subcontract at least twenty-five percent (25%) of your total bid price with one or more certified small businesses in order to be granted a five percent (5%) small business subcontractor bid preference? ☐ Yes* ☐ No
3. List all subcontractors for this contract. Attach additional pages if necessary. (**Note:** For each subcontractor listed, bidder must provide all information requested in the table below.):

Subcontractor's Name/Address/Phone Number	CA Certifications (SB/MB/DVBE/None)	License Type/Number (If Applicable)	Work To Be Performed and Materials To Be Provided	% Of Total Bid Price

* Non-small business bidders will be granted a five percent (5%) small business subcontractor bid preference on a bid evaluation by an awarding department when a responsible non-small business has submitted the lowest-priced responsive bid; and when the non-small business bidder has included in its bid a notification to the awarding department that it commits to subcontract at least twenty-five percent (25%) of its bid price with one or more small business(es); and has submitted a timely, responsive bid; and is determined to be a responsible bidder; and submits a list of the small business(es) it commits to subcontract with for a commercially useful function in the performance of the contract. The list of subcontractors shall include their name, address, phone number, a description of the work to be performed, and the percentage per subcontractor. (**Note: Non-small business bidders claiming a small business subcontractor bid preference can not remove an award from a certified SB).**

** Per PCC Sections 4100 - 4108, prime contractors shall provide the name and address of each subcontractor who will perform work or labor or render service to the prime contractor in excess of one-half of one percent of the prime contractor's total bid. If a prime contractor fails to specify a subcontractor for any portion of work to be performed under the Agreement in excess of one-half of one percent of the prime contractor's total bid, the prime contractor agrees that he or she is fully qualified to perform that portion of work himself or herself, and shall perform that portion of work himself or herself, or be subject to penalty under the Subletting and Subcontracting Fair Practices Act.

ATTACHMENT 7**DARFUR CONTRACTING ACT**

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph #1 or Paragraph #2, or via initials and certification for Paragraph #3):

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Initialing (for Options 1 or 2)</i>	

1. _____ We do not currently have, and have not had within the previous three years, business activities or other operations outside of the United States.

Initials

OR

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

Initials

OR

3. _____ We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

Initials

+

Certification
Below

**CERTIFICATION FOR #3**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in #3. This certification is made under the laws of the State of California.

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

NOTE: YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH #1 OR #2 INITIALED OR PARAGRAPH #3 INITIALED AND CERTIFIED.

SECTION F

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD. 213 (NEW 02/98)

AGREEMENT NUMBER

AMENDMENT NUMBER

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

STATE AGENCY'S NAME

Department of Motor Vehicles

CONTRACTOR'S NAME

2. The term of
Agreement

3. The maximum
of this Agreement

4. The parties agree to comply with the terms and conditions of the following exhibits
reference made a part of the

Exhibit A – Scope of Work

___ Page(s)

Exhibit B – Budget Detail and Payment Provision

___ Page(s)

- * Exhibit C – General Terms and Conditions

(Number)

(Dated)

Exhibit D – Special Terms and Conditions

___ Page(s)

Exhibit E - Additional Provisions

SAMPLE

* View at www.dgs.ca.gov/contracts

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME		
Department of Motor Vehicles		
BY (Authorized Signature)	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
2415 First Avenue, Sacramento, CA 95818-2606		

EXHIBIT A**SCOPE OF WORK**

1. Contractor agrees to provide the Department of Motor Vehicles (DMV) all labor, tools, materials, and equipment necessary to install one 3' x 4' concrete slab extension, remove four existing wooden bollards, and install six new 6" diameter steel bollards to support and protect a liquid propane gas (LPG) tank at the Placerville DMV Field Office for the term of this Agreement.
2. The services shall be performed at 2919 Cold Springs Road, Placerville, CA 95667.
3. The Contractor shall contact the DMV Project Manager to determine the dates and times the work will be performed. All work dates and times must be approved by the DMV Project Manager before work begins.
4. The Project Managers during the term of this agreement shall be:

Department of Motor Vehicles

Name: Chris Lehner
 Phone: (916) 825-7591
 Fax: (916) 657-7004

Contractor (TBD By DMV)

Name:
 Phone:
 Fax:

Direct all contract inquiries to Contract Administrators:

Department of Motor Vehicles

Attention: Corey Hollowell
 Address: 2415 First Avenue MS: E112
 Sacramento, CA 95818
 Phone: (916) 657-1259
 Fax: (916) 657-2387

Contractor (TBD By DMV)

Attention:
 Address:
 Phone:
 Fax:

5. Detailed description of work to be performed and duties of all parties.

A. SUMMARY OF WORK

- (1) Contractor shall install one 3' x 4' concrete slab extension to an existing concrete slab to allow an existing LPG tank to be repositioned further away from a neighboring parking space that poses a safety hazard.
- (2) Contractor shall remove four existing wooden bollards that currently protect the LPG tank and install six new 6" diameter steel bollards to provide greater protection for the LPG tank. The steel bollards are to be installed 2' below grade and 4' above grade and shall be painted yellow upon completion of installation.

B. SPECIFICATIONS FOR CONCRETE**(1) GENERAL**

- (a) In general, the Contractor shall prepare the area to receive new concrete which includes removing any landscape, dirt, rock, existing concrete, and relocating irrigation lines.

- (b) The work to be performed by the Contractor consists of furnishing all labor, materials, tools, and equipment necessary to lay concrete in conformity with these specifications.

(2) SPECIFIED AMOUNTS

- (a) The responsibility to inspect and evaluate the condition of the site lies with the Contractor. However, the Contractor shall also include any anticipated deterioration from the time of the Contractor's bid submittal to the time that the actual work is to be done.

(3) DISCREPANCIES

- (a) If the Contractor perceives any error, discrepancy, or doubt as to the intent and purpose of these specifications, the Contractor shall immediately request clarification from the DMV Project Manager for further instructions before proceeding further with the work affected.

(4) WORKMANSHIP

- (a) All labor shall be journeyman level for each kind of work and all workmanship must be thoroughly completed and approved by the DMV Project Manager prior to final acceptance.

(5) DESIGN CHANGES

- (a) All items relating to colors, textures, finishes, or otherwise pertaining to the designed appearance shall not be changed unless approved by the DMV Project Manager.

(6) PRODUCTS

(a) CONCRETE MATERIALS

1. Cement: ASTM C150 Type II, low alkali cement; Type III for High Early Strength.
2. Aggregates: ASTM C33 and as follows, from source approved by the DMV Project Manager. Do not use aggregates known to cause excessive shrinkage.
3. Coarse Aggregate: Uniformly graded maximum size (1.5" maximum to 0.75" minimum) and mined rock or washed gravel. Use 0.75" maximum size for concrete encasing electrical ducts.
4. Fine Aggregate: Clean, natural washed sand of hard and durable particles varying from fine to particles passing 3/8" screen, of which at least 12 percent pass 50 mesh screen.
5. Water: Clean and potable.
6. Air Entraining Admixture: ASTM C260. Other admixtures not permitted.

(b) REINFORCEMENT

1. Bars: ASTM A615 Deformed Billet Steel Bars, Grade 40.
2. Wire mesh: 6 x 6 x #10.

(c) FORMS

1. For exposed work, use PS I-83 "B-B Concrete Form" plywood forms or equal.

Elsewhere, forms may be plywood, metal, or dimension lumber.

(d) DESIGN MIX

1. Concrete shall attain 28 day compressive strength as required by design, but no less than 3,000 psi minimum using not less than 6 sacks of cement per cubic yard of wet concrete. All design mixes shall be approved by the DMV Project Manager.
2. Air entrain concrete where freezing and thawing may occur; elsewhere air entraining is optional. When used, add air entrainment at rate stipulated in approved concrete mix design, to result in air content of not more than three percent (3%) (plus or minus one percent (1%)) by volume in freshly mixed concrete, except where freezing and thawing may occur, air content may be increased to six percent (6%) (plus or minus one percent (1%)). Measure amount accurately into each batch, as recommended by admixture manufacturer.

(e) MIXING

1. Contractor shall use batch machine mixer of approved type. After ingredients are in mixer, mix for at least 1.5 minutes.
2. Transit mix concrete is acceptable provided rate of delivery, haul time, mixing time, and hopper capacity is such that concrete delivered will be placed in forms within 90 minutes from time of introduction of cement and water to mixer. Under conditions contributing to quick stiffening of the concrete, or when temperature of the concrete is 85 degrees F or above, discharge concrete within 45 minutes.

(7) EXECUTION

(a) FORMS

1. Contractor shall construct forms to exact shapes, sizes, lines, and dimensions required to obtain accurate alignment, location, grades, and level and plumb work. Provide openings required for work by other trades. Make joints tight to prevent loss of mortar from concrete. Use metal spreaders providing accurate spreading and positive tying of forms together; wood spreaders and on the job twisted wire ties are not permitted. Form coating shall not adversely affect bonding of paint, plaster, adhesive or bonding agents applied to concrete surface.
2. Reuse of forms will be permitted if they are suitable for intended use after cleaning, and as approved by the DMV Project Manager.
3. Remove forms only when safe to do so. For structurally supported concrete, obtain permission from the DMV Project Manager before removing forms. Cut off nails and tie wire 3/8" behind face of concrete, and patch exposed surfaces smooth. There shall be no debris or deleterious materials in, under, or around concrete.

(b) PLACING

1. Clean Forms: Contractor shall remove wood, debris, vegetable matter, loose material, and the like from inside forms before placing concrete. Wet wood forms to close joints.
2. Clean reinforcement: Remove paint, loose rust, scale, foreign material, and the like. Bars with unnecessary bends will be rejected.

3. Contractor shall use core or masonry drill and dowel into adjacent and adjoining concrete walks, curbs, slabs or alike at 24" on center, 3/8" diameter, 4" deep to accept 3/8" by 24" long rebar dowels. The continuous fabric wire mesh will be supported by chairs and tied to the rebar dowels. Hold securely in place to prevent displacement. Lap bar splices 24" diameter minimum; lap fabric one mesh minimum. Tie intersections, corners, splices, and the like with 16 gauge annealed wire unless otherwise noted.
4. Place concrete immediately after mixing; do not place concrete after it has begun to set; tempering is not allowed. There shall be no segregation if chuting is employed. Concrete at time of placing shall have 4" slump maximum and temperature of 50°F to 90°F. Use chilled water or ice if necessary to reduce temperature. Concrete with temperature exceeding 90°F at time of placement will be rejected and shall be removed from the job.

(c) COMPACTING

1. Thoroughly compact concrete within 15 minutes after placing.

(d) CURING

1. Wet Curing: Cure concrete by uniform fog spray for at least 48 hours, then continue by use of non-staining, waterproof curing paper, polyethylene sheeting or wet sand blanket for at least 10 more days. Keep other concrete and forms continuously wet for at least 10 days after placing.

(e) FINISH

1. Finish cement as a continuous operation until completed. Provide slope for positive drainage without water holding areas. Application of cement dust coat is not allowed.
2. Float and steel trowel exposed concrete and floor slabs monolithically to medium coarse non-slip finish; surface tolerance shall not exceed 1/8" in 10' from true flat plane, unless otherwise noted.
3. Provide smooth broom finish to the exposed concrete with form joints, fins, and protrusions rubbed off.
4. Immediately after removing forms:
 - A. Dry pack holes 3/8" and larger.
 - B. Neatly patch concentrated surface voids of any size.

C. SPECIFICATIONS FOR BOLLARDS

(1) GENERAL

- (a) Contractor is to provide all labor, tools, materials, and equipment necessary to remove four existing wooden bollards, core and prep holes for new steel pipe, and install six new 6" diameter steel bollards. The steel bollards are to be installed 2' feet below grade and 4' feet above grade, and shall be painted yellow upon completion of installation.

(b) DAMAGE RESPONSIBILITY

1. Contractor shall be responsible for locating all utility lines in the work area including irrigation pipes and site lighting conduits. In the event a water line or conduit is damaged, the contractor shall notify the DMV Project Manager immediately so service can be turned off. Contractor shall make necessary temporary repairs until permanent repairs can be made. Permanent repairs are to be completed by the contractor and at no additional cost to the State.

(c) EXISTING SERVICES

1. Contractor shall cooperate with the DMV Project Manager and make all changes and connections to existing facilities at a time most convenient to the operation. Service shall be interrupted only as directed by the DMV Project Manager.

(d) SITE CONDITIONS

1. Information on any drawings relative to existing conditions is approximated only. Minor deviations found necessary during progress of construction to conform to actual locations shall be made without additional cost to the DMV.

(e) EXISTING MATERIALS AND EQUIPMENT

1. Contractor shall handle with care all existing materials and equipment to be relocated or removed. Contractor shall repair or replace as required, damaged materials or equipment caused by failure to use proper care in handling.
 - A. Salvageable Items (items claimed by the DMV Project Manager) are to remain the property of the State and shall be stored on the premises at location to be determined by the DMV Project Manager.
 - B. Other Items (items not claimed by the DMV Project Manager) shall become the property of Contractor and shall be removed from the site.

(2) PRODUCTS

(a) PIPE

1. 6" diameter Schedule 40 galvanized pipe. Cut pipe to specified lengths as indicated on drawing A-1 or as dictated by existing field conditions. Apply cold galvanized coating to all cut ends of pipe. Weld two #5x10" reinforcing bars through the center of pipe.

(b) CONCRETE

1. Portland cement: ASTM C150 Type II, low alkali cement; Type III for High Early Strength.
2. Aggregates: ASTM C33, uniformly graded 0.75" minimum to 1.5" maximum for course aggregates. Fine aggregates shall be clean natural washed sand of hard and durable particles varying from fine particles passing a 3/8" screen, of which at least 12% pass a 50-mesh screen.
3. Concrete shall attain a compressive strength of not less than 2,500 PSI in 28 days using not less than 5.5 sack of cement per cubic yard of wet concrete.

(c) BOLLARDS

1. Steel reinforced concrete with Type III cements conforming to ASTM C150. Compressive strength of 5,000 PSI in 28 days. Reinforced with #3 and #4 deformed bars and welded wire mesh. Color: Natural Concrete. Texture: Medium Sandblast. Bollards are to be Quick Crete products # QR-6B or an approved equal.

(3) EXECUTION

(a) GENERAL

1. Contractor shall accurately layout work area so bollards are placed evenly as close to 5' on center as possible. Lay out bollards to provide a 5' passage around handicap access ramps. Bollards are not to be placed more than 66" apart. Bollard layout shall be approved by the DMV Project Manager.
2. Core an 18" diameter hole in the sidewalk and subsoil 52" deep. Place 6" of 3/4" crushed aggregate in the bottom of each hole.
3. Place a 6" diameter x 6' schedule 40 galvanized steel pipe centered and plumb in each hole as shown on drawing A-1.
4. Place concrete in hole and inside of pipe. Vibrate concrete to achieve good uniform compaction. Concrete shall be finished at the top of the hole to so the bollards are plumb and level and to provide a uniform height across the entire row of bollards. If the concrete is higher than surrounding sidewalk surface, provide a tapered finish to shed water away from bollard.

(b) CLEAN UP PROCEDURES

1. Upon completion of work, and at the end of each shift, the Contractor shall clean up the work area of all trash, rubble, concrete materials, and equipment resulting from work in this contract. Clean the base of bollards of all cementations residue and excess mortar. Sweep the entire work area clean.

The remainder of this page is intentionally left blank.

EXHIBIT B**BUDGET DETAIL AND PAYMENT PROVISION****1. Invoice and Payment**

The DMV agrees to compensate the Contractor a one-time payment of \$_____ (to be completed by DMV), all taxes included, in arrears, for services satisfactorily rendered in conformity with the work specified in Exhibit A, upon receipt and approval of the invoice. This is the sole basis for payment.

Invoice(s) shall be submitted in triplicate and shall reference the Agreement number, location of the office where services were provided, and your business name as shown on this Agreement.

To ensure prompt payment, submit invoices to:

Department of Motor Vehicles
Accounts Payable, MS: E109
PO Box 932382
Sacramento, CA 94232-3820
(916) 657-6505

2. 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.

Notwithstanding the paragraphs above, the State shall notify the Contractor in writing if contract services are to be stopped or suspended due to Budget Act funding deficiencies. The Contractor shall be entitled to payment for contract services authorized and rendered prior to the State's notification.

3. Prompt Payment Clause

Payment will be made in accordance with and within the time specified in the California Prompt Payment Act, Government Code, Division 3.6, Part 3, Chapter 4.5 (Section 927 et seq.).

The remainder of this page is intentionally left blank.

EXHIBIT C**GENERAL TERMS AND CONDITIONS**

PLEASE NOTE: This page will not be included with the final contract. The General Terms and Conditions will be included in the contract by reference to the internet site:

<http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

The remainder of this page is intentionally left blank.

EXHIBIT D**SPECIAL TERMS AND CONDITIONS**

1. Commencement of Work - Within two (2) working days after the receipt of the fully approved Agreement, the Contractor shall call the DMV Project Manager to obtain the date for starting work. The work is to be completed within six (6) calendar days from the agreed upon start date. The DMV Project Manager may extend the completion date upon a showing of good cause by the Contractor. No completion date may be extended more than 180 calendar days.
2. Incorporation by Reference - The DMV solicitation as well as all required documents and quotations submitted by the Contractor pursuant to and prior to execution of the contract are incorporated by reference and made a part of this Agreement. In the event of a conflict between the Agreement language and the language of any document(s) so incorporated, the Agreement language will prevail.
3. Force Majeure - The Contractor will not be liable for damages caused solely by any act of war, hostilities, civil war, insurrection or by an unanticipated grave natural disaster or other act of God of an exceptional, inevitable and irresistible character, which could not have been prevented or avoided by the exercise of due care or foresight. When a delay occurs due to any of these unforeseeable causes beyond the control and without the fault or negligence of the Contractor, the time or times of completion of this Agreement may be extended for a period justified by the effect of such delay on the completion of the work.
4. Contractor Name Change - The Contractor shall provide a written notice to the DMV at least thirty (30) calendar days prior to any changes to the Contractor's current legal name. Upon receipt of required documentation, an amendment will be processed in accordance with the terms of this Agreement.
5. Workers' Compensation Exemption - If the Contractor does not employ any person, in any manner, so as to not become subject to the Workers' Compensation laws of California, Contractor must contact the Contract Administrator to request a Workers' Compensation Exemption Certification form. This form must be completed by the Contractor and submitted to the DMV prior to final approval of the Agreement.
6. Availability of Funds - This Agreement is subject to any restrictions, limitations or conditions enacted by the Legislature which may affect the provisions, terms or funding of this Agreement in any manner.
7. Termination - The DMV may, at its option, immediately terminate the Agreement if any emergency situation arises which causes the closure of the facility, and shall have the right to terminate for convenience upon five (5) days notice, without cause.
8. State Holidays - The DMV observes the following holidays:

New Year's Day, Martin Luther King Jr. Day, Abraham Lincoln's Birthday, George Washington's Birthday, Cesar Chavez's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the day after, and Christmas Day.

Offices will be closed if any holiday falls on or is observed on a weekday, unless otherwise stated.
9. Right to Bar - The DMV reserves the right to bar any Contractor's employee from the work site.
10. Multiple Contractors - The DMV may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with other contractors and State employees.
11. Subcontracting - The prime Contractor, as well as any of their subcontractors, is required to be properly licensed for their scope of work performed under this Agreement.

All persons engaged in work will be considered as employees of the prime Contractor, including all subcontractors. The Contractor shall give personal attention to fulfillment of this Agreement and shall keep

the work under the Contractor's control. When any subcontractor fails to complete a portion of the work in a manner satisfactory to the DMV, the Contractor shall correct the defective work or materials at no additional expense to the DMV.

The DMV shall not entertain requests to arbitrate disputes among subcontractors or between the Contractor and subcontract(s) concerning responsibility of performing any part of the work. The prime Contractor is responsible for all work performed under this Agreement.

12. Substitution of Subcontractors - The Contractor shall not substitute any person or subcontractor in place of a subcontractor listed in the Contractor's bid without the written approval of the DMV Project Manager. The Contractor shall submit the names of each subcontractor to whom he/she proposes to subcontract portions of the work.
13. Project Acceptance - Completed work shall be to the entire satisfaction of the DMV. The DMV Project Manager shall be the sole judge as to whether material or workmanship is acceptable. Should any portion of the work completed, any materials, articles, or equipment delivered fail to comply with requirements of the contract, such work materials, articles, or equipment shall be rejected. The Contractor shall immediately replace at the Contractor's own expense, all unacceptable materials and all unacceptable work shall immediately be made satisfactory to the DMV Project Manager by the Contractor at no additional expense to the DMV. Any materials, articles, or equipment which have been rejected shall immediately be removed from the premises at the expense of the Contractor.
14. Security - Contractor employees are not authorized to open, use, access, look, read, remove or copy any documents or records. Contractor shall not use, access or disturb cabinets, files, desks, computers, folders, papers, books, telephones, calculators, kitchen appliances or DMV employee's personal property. Failure to adhere to this security policy may result in immediate termination of the Agreement.
15. Liquidated Damages - In the event the Contractor fails to complete the work within the time period provided in the Agreement, the Contractor shall be liable to the State in the amount of \$500.00 per day for each day the work remains incomplete beyond the completion date. Along with other available remedies, the State may withhold this amount from any consideration owing to the Contractor. The Contractor shall not be assessed liquidated damages when the delay in completing the project is caused by the failure of the state or the owner of a utility to provide for removal or relocation of the existing utility facilities.

After the award and execution of this Agreement, should the Contractor fail to commence work within five (5) work days after written notification of the start date, or suspend work for a period of five (5) continuous work days after work has begun, and these delays are not a result of conditions listed in the "Force Majeure" clause contained in the exhibit, the DMV may place the Contractor in default, unless there is written notification from the DMV Project Manager to the Contractor stating otherwise.

Should this occur, the DMV may terminate the contract for breach and assess \$500.00 as liquidated damages for administrative costs for rebidding the work. The Contractor will not be considered for contract award on any future DMV contracts if the Contractor has any outstanding liquidated damage assessments.

In addition, the Contractor shall be liable to the DMV for the difference between the Contractor's bid price and the actual cost of performing the work by another contractor.

16. Dispute - Any dispute of fact arising under the terms of this Agreement which is not resolved within a reasonable period of time as defined by the DMV Contract Administrator shall be brought to the attention of the Chief Executive Officer (or designative representative) of each organization for joint resolution. If agreement cannot be reached through the application of high-level management attention, either party may assert its rights and remedies under this Agreement.
17. Work Scheduling - The Contractor shall have under construction no more work than can be performed with

the least possible obstruction and inconvenience to the public.

18. Product and Reference Standards - When manufacturer's name, product brand name, or model number are referred to in Exhibit A, such designations shall be considered as being those found in industry publications of current issue at date of first invitation to bid. When standards of the federal government, trade societies, or trade associations are referred to in Exhibit A, Scope of Work, these shall be considered a part of this Agreement.
19. Materials and Workmanship - All of the materials used and all work performed under this Agreement shall conform in all respects to the latest amended rules, regulations, and requirements which are set forth in any regulatory requirements having jurisdiction over this type of work
20. Quality and Materials - Materials and equipment furnished by the Contractor for incorporation into the work shall be new. When the Scope of Work indicate or require that materials or equipment are to be furnished, but the quality or kind is not particularly specified, shown or indicated, the Contractor shall furnish materials or equipment at least equal to the class or quality of materials and equipment which are specified, shown or indicated. Substantiation data of the equal item shall be presented to the DMV Project Manager within thirty-five (35) calendar days after the award of the Agreement.
21. Labor - All work shall always be done at the journeyman level of the trade involved or meet the Project Manager's approval of the work in accordance with the true and intent meaning of the Exhibit A, Scope of Work. Every part of the work shall be accomplished by workers, laborers, or mechanics especially skilled in the class of work required.
22. Laws, Rules, Regulations - The Contractor and all of the Contractor's agents and employees shall observe and comply with all prevailing federal and state laws, which in any way affect conduct of work of this Agreement. The Contractor shall at the Contractor's expense, obtain all required permits and licenses, and shall comply with all laws pertaining to the contract.

Neither the DMV nor the Contractor is subject to municipal, county, or district laws, rules or regulations pertaining to building permits or regulating the design or construction of building upon State property.

In accordance with Public Contract Code Section 10231 and Government Code Section 11017, the Contractor and subcontractors shall comply with air pollution control rules, regulations, ordinances and statutes which apply to work performed pursuant to the Agreement.

23. Guarantee - The Contractor guarantees the work provided in accordance with this Agreement to be and remain free of defects in workmanship and materials for a period of one (1) year from the date of acceptance of the work, unless an alternate guarantee period is specified. Contractor agrees to repair, or replace at his expense any and all work that is defective in its workmanship or materials, and adjacent work which may have been damaged or displaced, and any work not satisfactorily performed in accordance with the terms and conditions of the Agreement. Ordinary wear and tear and unusual abuse or neglect are exempted. Payment bonds are in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the DMV Project Manager of any work defects discovered after the completion and acceptance of the work and within the specified guaranteed period, the Contractor and the DMV Project Manager agree to meet and establish a start and completion date on all corrective work. If the Contractor fails to comply with the terms of the guarantee, the DMV shall have work done at the Contractor's expense, and the Contractor will pay cost upon demand. The DMV shall be entitled to all costs, including reasonable attorney's fees, based upon the Contractor's refusal to pay above costs.

24. Prevailing Wage - In accordance with the provisions of Labor Code Section 1770 - 1776, the Contractor and any subcontractor shall adhere to the payment of the general prevailing wages as determined by the

Department of Industrial Relations (DIR). Copies of the wage rate determinations or any amendments issued by the DIR may be reviewed at DMV. Contractors are encouraged to refer questions regarding current prevailing wage rates to the Division of Labor Statistics and Research, Prevailing Wage Unit, P. O. Box 603, San Francisco, CA 94101. The DIR is responsible for determining the general prevailing rate of wages for each classification of worker employed on a public works project of \$1,000 or more.

The Contractor and subcontractor who intend to use a craft or classification not shown on the general prevailing wage determinations may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations effective at the time of the call for bids.

25. Employment and Undocumented Aliens - No State agency or department, as defined in Public Contract Code Section 10335.7, that is subject to this code, shall award a public works Agreement to a Contractor, nor shall a Contractor be eligible to bid for or receive a public works agreement, who has, in the preceding five (5) years, been convicted of violating a state or federal law regarding the employment of undocumented aliens. See Public Contract Code Section 6101.

26. Payment Bond - The Contractor shall furnish a Payment Bond on State Form 807, in an amount equal to one hundred percent (100%) of the amount of the Agreement, when the Contractor's bid exceeds \$5,000.00. The bond must be furnished concurrently with signing the Agreement. The bond shall be executed by the Contractor and a corporate surety authorized to transact a general surety business in the State of California.

NOTICE: Failure to obtain the Payment Bond within ten (10) working days may cause the DMV to declare the Contractor's bid to be non-responsive.

In the event that this Agreement needs to be amended, the contractor is required to provide a bond in an amount equal to one hundred percent (100%) of the amended amount.

27. Noncollusion Affidavit - Pursuant to the Public Contract Code Section 7106, any public works Agreement shall include a noncollusion affidavit (See Exhibit F).
28. Anti-Trust Claims - The Contractor shall require all of his subcontractors and suppliers to agree to assign to the awarding body all rights, title and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S. C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Sec. 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works agreement or the subcontract. The assignment made by the Contractor and all additional assignments made by the subcontractors and suppliers shall be deemed to have been made and will become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment or the necessity of tendering to the awarding body any written assignments.

If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, on demand, recover from the public body any portion of the recovery, including treble damages, and attributable overcharges that were paid by the assignor but were not paid by the public body as a part of the bid price, less the expenses incurred in obtaining that portion of the recovery. On demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code sections 4550-4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

29. Clarifications - Locations of all work to be done under this contract are indicated in Exhibit A, Scope of Work. Any inconsistency in location of work noted by the Contractor must be brought to the attention of the

DMV Project Manager. In the event inconsistencies are discovered after work has begun, the Contractor will stop work immediately and not resume until approval is obtained by the DMV Project Manager.

30. Asbestos - In the event that existing construction materials are identified as asbestos containing materials and are disturbed in the course of performing work under this contract, Contractor shall immediately cease all work around the suspect area and notify the DMV Project Manager. After site conditions and extent of asbestos related work is assessed by the DMV Project Manager, DMV may issue an amendment for the Contractor to obtain a State licensed subcontractor, certified by the Division of Occupational Safety and Health (DOSH) registered for asbestos abatement work. Affected work activities under this contract shall not resume until such time that abatement work is complete.
31. Contractor's License - The Contractor must be properly licensed by the Contractors' State License Board. Joint Venture Contractor must possess a Joint Venture License. Any State agency or department, as defined in Public Contract Code Section 10335.7, which is subject to this code, shall, prior to awarding a contract for work to be performed by a contractor, as defined by Section 7026 of the Business and Professions Code, verify with the Contractors' State License Board that the Contractor is licensed in a classification appropriate to the work to be undertaken. Verification as required by this section need only be made once every two (2) years with respect to the same Contractor.

In lieu of the verification, the State entity may require the Contractor to present their pocket license or certificate of license and provide a signed statement which swears, under penalty of perjury, that the pocket license or certificate of license presented is current and valid and is in a classification appropriate to the work to be undertaken.

32. Subcontractors - Contractor shall have listed the name and address of each subcontractor to whom the Contractor proposes to subcontract portions of the work in an amount in excess of one half of one percent (0.5%) of the Contractor's total bid in accordance with the Subletting and Subcontracting Fair Practices Act set forth in Public Contract Code Section 4100 et seq. Nothing in this section shall preclude the necessity of ensuring that the Contractor shall meet the requirements of Public Contract Code, Section 10115 et seq. (DBVE participation).
33. Temporary Facilities - Water, electric light and power, elevator, and toilet facilities are available free of charge during normal work hours. Toilet facilities shall be kept clean at all times and shall not be used for washing of tools and equipment. If work is performed during non-business hours, Contractor will provide temporary portable toilet facilities according to all state and federal health and safety standards.

Interruptions to any services for the purpose of making or breaking a connection shall be made only after consultation with the DMV Project Manager and shall be at such time and of such duration as may be directed. Contractor shall make necessary provisions as required to maintain existing services to occupied areas within the building.

34. Amendments Due to Environmental Regulations or Standards - This Agreement may be amended based on changes from public improvements in the course of construction to bring the completed improvements into compliance with environmental requirements or standards established by State and Federal statutes and regulations enacted after this Agreement was awarded or entered into. The Contractor shall be paid for the changes in accordance with the amendment to the Agreement governing payment for changes in the work or, if no provisions are set forth in the Agreement, payment shall be as agreed to by the parties.

This Agreement may be terminated for environmental considerations at the discretion of the State.

35. Labor Code Certification - By execution of this Agreement, the Contractor certifies to the following: I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this

Agreement.

It is mutually agreed that the Contractor shall forfeit to the DMV a penalty of fifty dollars (\$50) for each calendar day, or portion, for each worker paid by the Contractor, or subcontractor under the Contractor, less than the prevailing wage so stipulated and in addition the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.

It is further agreed that the maximum hours a worker is to be employed is limited to eight (8) hours a day and forty (40) hours a week and the Contractor shall forfeit, as a penalty to the DMV, twenty-five dollars (\$25) for each worker employed in the execution of the Agreement for each calendar day during which a worker is required or permitted to labor more than eight (8) hours in any calendar day or more than forty (40) hours in any calendar week, in violation of Labor Code 1810-1815, inclusive.

Properly registered apprentices may be employed in the completion of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the related craft or trade, and shall employ apprentices only at the work of the craft or trade to which they are registered. The Contractor and each subcontractor must comply with the requirements of Labor Code 1777.5 and any related regulations regarding the employment of registered apprentices.

Each contractor and subcontractor shall comply with the Labor Code 1776 regarding record keeping.

36. Limitations on Work Site and Premises - The Contractor shall limit operations to the work site unless otherwise shown or specified. The Contractor shall perform no operations of any nature on, over, or across premises except such operations as specifically authorized in plans or specifications, or as authorized by the DMV Project Manager. "Work site" or "job site" is the area of actual construction and areas immediately adjacent, as shown on plans or as specified. "Premises" is the area of State-owned property which surrounds job site, limited by property lines. In some cases, premises may coincide with job site.
37. Stop Notices - The DMV may at its option, at any time, retain out of any money due the Contractor, sums sufficient to cover any unpaid claims filed pursuant to Civil Code Sections 3110 et seq. provided that sworn statements of said claims shall have been filed in the office of the DMV or as required by law.
38. Work Site Cleanup - Contractor shall clean up at the work site at frequent intervals and at other times when directed by the DMV Project Manager. At all time while work is being accomplished, floors shall be kept clean, free of dust, construction debris and trash. The Contractor shall keep the facility access clear of debris and equipment. Directly upon completion of the work, Contractor shall remove from premises equipment and any other waste materials not previously disposed of, at Contractor's expense leaving premises thoroughly clean and ready for the DMV Project Manager's final inspection.
39. Occupancy Acceptance - The DMV reserves the right to occupy all or any part of the project prior to completion of the work, upon written order. In such event, the Contractor will be relieved of responsibility for any injury or damage to such part as results from such occupancy and use by the DMV. Such occupancy does not constitute acceptance by the DMV of the work or any portion, nor will it relieve the Contractor of responsibility for correcting defective work or materials found at anytime before the acceptance of the work.
40. Final Inspection - When work is completed, the Contractor shall request final inspection from the DMV Project Manager. Final inspection will be made within ten (10) working days. If the DMV Project Manager determines that work has been completed, recommendation will be made to formally accept the work. Upon acceptance by the DMV Project Manager, the Contractor shall submit invoices as stated in this Agreement.
41. Accident Prevention - The Contractor shall at all times permit the DMV Project Manager to visit and inspect the work. This obligation shall include maintaining proper facilities and safe access for such inspection.

Where the Agreement requires work to be tested, it shall not be covered up until inspected and approved by the DMV Project Manager and the Contractor shall be solely responsible for notifying the DMV Project Manager at least forty-eight (48) hours in advance where and when such work is in readiness for inspection and testing. Should any such work be covered without test and approval, it shall be uncovered at the Contractor's expense.

The Contractor shall be responsible for securing areas of work at the end of each work day to prevent unauthorized entry after working hours. Work area shall be barricaded and flagged by the Contractor. Precautions shall be exercised at all times for the protection of persons (including employees) and property. These shall include, but not be limited to, the installation of adequate safety guards and protective devices for all equipment and machinery, whether used in the performance of work or permanently installed as part of the work. The Contractor shall comply with all applicable laws relating to safety precautions, including safety regulation of State Division of Industry Safety, Department of Industrial Relations.

42. Third Party Clause - Contractor shall be notified by the DMV in a timely manner of any third party claims relating to this Agreement in exercising its right to settle any claim arising from such Agreement. (PCC 9201)
43. Noise Ordinance - Noisy motors, cutting, drilling, and fastening equipment must be operated with minimum disturbance to the occupants of the building or adjacent buildings. The DMV will not require overtime for such work unless specifically stated elsewhere in these documents.
44. License - The Contractor must possess a valid State of California **Class B** contractors license. The Contractor's license number must be indicated on the Bid/Bidder Certification Sheet, and must be in good standing at the time of the bid opening, as well as throughout the term of this Agreement.

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EXHIBIT E**ADDITIONAL PROVISIONS****1. Insurance Requirements:**

Commercial General Liability - Prior to approval of this agreement, the contractor shall furnish to the State of California, Department of Motor Vehicles, a certificate of insurance stating that there is Commercial General Liability insurance presently in effect for the contractor of not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined.

Automobile Liability - Prior to approval of this agreement, the contractor shall furnish to the State of California, Department of Motor Vehicles, a certificate of insurance stating that there is Automobile Liability insurance presently in effect for the contractor of not less than \$1,000,000.00 per occurrence.

Worker's Compensation - Prior to approval of this agreement, the Contractor shall furnish to the State of California, Department of Motor Vehicles, a certificate of insurance stating that there is Worker's Compensation insurance presently in effect if the Contractor has employees. If the Contractor uses employees to perform services under this contract, the Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. If the Contractor does not employ any person, in any manner, so as to not become subject to the Workers' Compensation laws of California, the Contractor must contact the Contract Administrator to request a Workers' Compensation Exemption Certification form. This form must be completed by the Contractor and submitted to the DMV prior to final approval of the Agreement.

The certificate(s) should not include a specific contract number.

The Commercial General Liability certificate of insurance will include provisions A. and B. in their entirety:

- A. That the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State.
- B. That the State, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this Agreement are concerned.

The State will not be responsible for any premiums or assessment on the policy. Contractor agrees that the insurance provided shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

Contractor shall submit the certificate of insurance to the State at the address below:

Department of Motor Vehicles
Contract Services Section
Attn: Corey Hollowell
2415 First Avenue, MS: E112
Sacramento, CA 95818

To expedite, fax certificate to the attention of the analyst indicated above at (916) 657-2387.

2. Blueprints and Drawings - Any applicable blueprints or drawings not included in the final Agreement as an Exhibit will be identified, incorporated by reference, and retained on file by the DMV.

The remainder of this page is intentionally left blank.

EXHIBIT F**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID FOR PUBLIC WORKS**

(Name)

hereby swears or affirms under penalty of perjury, that they are an authorized representative of

(Company)

and furthermore swears or affirms the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder had not, directly or indirectly, submitted his or her bid price or any breakdown, or the contents, or divulged information or data relative thereto, or paid, and will not pay, any fees to any corporation, partnership, company, association, organization, bid depository, or to any member or agent to effectuate a collusive or sham bid.

Dated: _____ By: _____

EXHIBIT G

STATE OF CALIFORNIA
**STANDARD CALIFORNIA NONDISCRIMINATION
 CONSTRUCTION CONTRACT SPECIFICATIONS**
(GOVERNMENT CODE, SECTION 12990)
 STD 18 (REV 1-95)

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

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

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

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Question and Answers for Bid #09-123 - Concrete Slab Extension & Steel Bollard Installation

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Jul 23, 2009 5:00:00 PM PDT