



CALIFORNIA EDUCATIONAL FACILITIES AUTHORITY

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Small Business (SB) Option Contract No. CEFA03-22

Document Scanning and Shredding Services

July 18, 2022

NOTICE TO PROSPECTIVE BIDDERS

The California Educational Facilities Authority (CEFA) seeks to retain a vendor to provide document scanning and shredding services to convert paper documents to electronic files and return or shred documents as instructed. In submitting your bid, you must comply with these instructions.

All bids submitted to perform these services must explain the experience and qualifications of the vendor. Failure to provide all of the requested information, or deviation from the required format, will result in disqualification. CEFA reserves the right to reject any or all bids.

Bids for these services must comply with all instructions included in the solicitation. Attached is a proposed sample contract that will be the result of this solicitation. It includes the Std. 213 Agreement and other standard contract provisions to which the selected Contractor will be bound. The agreement that will be entered into with CEFA will include by reference the General Terms and Conditions and Contractor Certification Clauses which may be viewed and downloaded online at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. The General Terms and Conditions and all Exhibits that are a part of the sample Std. 213 Agreement are not negotiable. By submitting a bid, your company agrees to the terms and conditions stated in this solicitation.

BACKGROUND

Established in 1972 pursuant to statute, CEFA is a public instrumentality of the State of California and is authorized and empowered by the provisions of the California Educational Facilities Authority Act (Act) to provide private institutions of higher education within the state an additional means by which to expand, enlarge, and establish dormitory, academic, and related facilities, to finance such facilities, and to refinance existing facilities through a tax-exempt revenue bond program.

CEFA must temporarily relocate its physical offices to another building. In preparation for this move, CEFA wishes to retain a vendor to provide document scanning and shredding services as discussed in the section, Scope of Work.

SCOPE OF WORK

Under the general direction of CEFA staff, Contractor shall transport, scan, shred or return scanned documents to CEFA as specified in this section, Contractor Responsibilities.

Contractor Responsibilities

1. Maintain/treat all documents as “CONFIDENTIAL”.
2. Provide transportation to designated site to pick up files for scanning.
3. Provide packing boxes to CEFA for documents designated as “SCAN/SHRED”.
4. Prepare documents before scanning to include, but not limited to, removal of acco fasteners, staples, binder clips, tape, re-position notes (such as “post-it” notes), straighten folded documents and tape torn corners.
5. Scan documents in PDF format. Duplex scanning may be necessary to capture information on the back of documents.
6. Create index records to ensure efficient retrieval of documents, including easy text searches and searching by attributes or by records in a database. Provide details as to how PDFs are returned to CEFA, e.g., email, flash drive, etc.
7. Scanned documents shall either be transported back to CEFA or shredded per instructions.
8. Shred materials “as is.” CEFA employees shall not be required to sort through the materials and separate them by color or type or to remove items such as, manila folders, binders, and rubber bands from the materials prior to destruction.
9. Ensure that all materials are completely destroyed in pieces small enough and in a manner that makes it impossible to recognize or reconstruct information such as names, addresses, telephone numbers, and social security numbers. Shredding size shall be at least at a P-3 shredding level.
10. All shredded material that can be recycled must be recycled.
11. Provide a “Certificate of Destruction” to the CEFA Operations Manager or designee, at job’s end. In addition, provide a receipt to the CEFA Operations Manager or designee at job’s end, which includes the number of pounds destroyed, and date(s) of service.
12. Firm shall be responsive to CEFA staff including prompt response to e-mails and telephone calls. Firm shall keep CEFA staff apprised of information needed and issues outstanding and shall meet deadlines set by CEFA staff.

CEFA Responsibilities

1. CEFA staff will box all files to be scanned. Packing boxes will designate, “SCAN/SHRED” vs. “SCAN/RETURN”.
2. CEFA will provide the boxed files designated as “SCAN/RETURN” and boxed files designated as “SCAN/SHRED” to the Contractor for handling and processing, as described above.

Location and Travel

Contractor must maintain an office located in California during the entire term of the Agreement, travel will not be reimbursed.

Term of Agreement

The term of agreement will be for a two-year period with a dollar value not to exceed \$7,500. There will be an option to extend the agreement for one year at the sole discretion of CEFA. The effective date of this agreement is either the start date of September 1, 2022, or the approval date by the State of California, whichever is later. No work shall commence until the effective date. The contract amount shall not exceed \$7,500 for the term of the agreement, including any extension.

COMMERCIALLY USEFUL FUNCTION (CUF) (Government Code 14837)

A certified small business/micro-business vendor must meet commercially useful function requirements under Government Code section 14837(d)(4). The selected Contractor must perform a “commercially useful function” relevant to this contract. The term “small business/micro-business contractor” means any person or entity that satisfies the ownership (or management) and control requirements in accordance with Government Code Section 14837(d)(4) and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function. A person or an entity is deemed to perform a “commercially useful function” if that person or entity does all of the following:

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

A contractor will not be considered to perform a commercially useful function if the contractor’s role is limited to that of an extra participant in order to obtain the appearance of small business participation.

In responding to this solicitation, you are confirming that, under CCR 1896.15, your business provides goods and/or services that meet the definition of “commercially useful function.” All bidders are required to provide CUF documentation using the State’s Bidder Declaration (GSPD 05-105), and Commercially Useful Function (CUF) Evaluation, included in this solicitation. When completing the declaration, bidders must identify all subcontractors proposed for participation in the contract. Any bidder awarded a contract is contractually obligated to use the subcontractor for the corresponding work defined unless the State agrees to a substitution. The Commercially Useful Function (CUF) Evaluation must be completed by any certified SB, MB, and/or DVBE performing any element of the work in the proposed contract.

CONTENT AND FORMAT OF BID

All vendors who wish to bid on this contract must submit a response as described below. All responses will be evaluated for completeness by CEFA and references will be verified.

Cover Letter

A cover letter must be included in your response and should indicate your agreement to participate in this solicitation. The cover letter should be concise and not more than three (3) pages in length. Bidder must provide sufficient information and background detailing the company’s ability to perform the Scope of Work.

At a minimum, the cover letter must include:

- a. Primary business focus
- b. Length of time your company has been in business (must be at least three years)
- c. Size of company (number of employees)
- d. Name, address, telephone number, and e-mail address for the contract representative
- e. Headquarter address, if different from address above

Cost Sheet

Bidder shall complete the attached Cost Sheet.

References

Bidder shall complete the attached References Sheet and provide three references for services performed within the last three years, which are similar to the scope of work to be performed in this contract.

Contractor Certification Clauses (CCC 04/2017)

A copy of the most recent version of the Contractor Certification Clauses must be executed by each bidder. The most recent version of the Contractor Certification Clauses are attached to this solicitation.

Darfur Contracting Act Certification

The Darfur Contracting Act of 2008 establishes restrictions against contracting with companies that do certain types of business in Sudan. All bidders must execute the certification stating they are not a scrutinized company, or demonstrate they obtained permission under the statute. A copy of the Darfur Contracting Act Certification is attached to this solicitation.

Payee Data Record (Std. 204)

Bidder must provide a taxpayer identification number (TIN) that has been assigned by the Federal government. The TIN is entered on the Payee Data Record (Std. 204) and retained in our accounting department. The most recent version of the Payee Data Record (Std. 204) is attached to this solicitation.

Bidder Declaration (GSPD-05-105)

Bidder shall complete the Bidder Declaration (GSPD 05-105) form to identify if they are a Small Business, Micro-Business, and/or Disabled Veteran Business Enterprise. The most recent version of the Bidder Declaration (GSPD 05-105) is attached to this solicitation.

Commercially Useful Function (CUF) Evaluation

A certified small business/micro-business vendor must meet commercially useful function requirements under Government Code section 14837(d)(4) as identified above. The Commercially Useful Function (CUF) Evaluation must be completed by any certified Small Business, Micro-Business, and/or Disabled Veteran Business Enterprise performing any element of the work in the proposed contract. A copy of the Commercially Useful Function (CUF) Evaluation form is attached to this solicitation.

SUBMISSION OF BIDS

All bids should include the documents identified above. All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm. Bids not including the proper required attachments will be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements and will be rejected.

Bids must be submitted for the performance of all the services described herein. Before submitting a response to this solicitation, bidders should review, correct all errors, and confirm compliance with the solicitation requirements. Any deviation from the work specifications will not be considered and will cause a bid to be rejected. A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. The State does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC 04/2017) are not negotiable. The State may reject any or all bids and may waive any immaterial deviations in a bid. The State's waiver of an immaterial deviation shall in no way modify this solicitation or excuse the bidder from full compliance with all requirements if awarded the agreement. CEFA reserves the right to reject all bids as CEFA is not required to award an agreement.

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

The bidder must submit a minimum of one (1) unbound original and one (1) copy of their response. All responses must be submitted in hard copy and electronic copy (on USB flash drive) to the department contact name and address specified in the section below.

BID DEADLINE

Bidder shall submit any questions about this solicitation in writing to CEFA at CEFA@treasurer.ca.gov by 12:00 p.m. (PT) on July 22, 2022. Answers to all questions will be provided within a few days. **Bidder shall submit their bid and all required documents by 4:00 p.m. PT on August 1, 2022 to the following address:**

California Educational Facilities Authority
Attn: Operations Manager
915 Capitol Mall, Room 435
Sacramento, CA 95814
"DO NOT OPEN"

Electronic bids will also be accepted and may be submitted by the deadline to CEFA@treasurer.ca.gov. Original signed documents may be required of the selected Contractor before final approval of the contract.

DISPOSITION OF BIDS

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

EVALUATION AND SELECTION

Once all responses are received, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this solicitation. The State will evaluate each bid to determine its responsiveness to the published requirements. Bids that contain false or misleading statements, or which provide references that do not support claims by the bidder, may be rejected.

According to Government Code 14838.5 there is no protest right for this solicitation. In addition, no Small Business preference or Disabled Veteran Business Enterprise incentive will apply to this solicitation.

AGREEMENT EXECUTION AND PERFORMANCE

Performance shall start no later than the express date set by the awarding agency and the selected Contractor, after all approvals have been obtained and the agreement is fully executed. Should the selected Contractor fail to commence work at the agreed upon time, CEFA, upon five (5) days written notice to the selected Contractor, reserves the right to terminate the agreement. All performance under the agreement shall be completed on or before the termination date of the agreement.

SAMPLE COST SHEET

Your bid may be deemed non-responsive by CEFA if you fail to complete, sign, and submit this document with your bid. It is unlawful for any person engaged in business within the State of California to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. Bidder proposes and agrees to furnish all labor, materials, tools, equipment, and supervision; pay all taxes, insurance, bonds, license and permit fees, travel costs, fingerprint-based state and federal criminal record check fees/costs (if applicable), and other costs incidental to the work to be performed in accordance with the Scope of Work identified in the cover letter. **CEFA estimates the number of boxes at 100. CEFA does not guarantee a minimum or maximum number of boxes per pick-up.**

Description	Costs*	
	\$ _____ (Cost Per Sheet)	
Preparation and Scanning of Documents	\$ _____ (Cost Per Box)	
	\$ _____ (Cost Per Pound)	
Confidential Shredding and Recycling Services		
	\$ _____	Description: _____
Other Costs	\$ _____	Description: _____
	\$ _____	Description: _____
Total Costs	\$ _____	

***Include sales tax to the nearest cent**

BIDDER CERTIFICATION

I certify that I am empowered to submit this bid on behalf of the Company named below:

COMPANY NAME:			
AUTHORIZED BIDDER’S NAME (PLEASE PRINT):			
AUTHORIZED BIDDER’S SIGNATURE:			
DATE:			

REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your response will cause your response to be rejected and deemed nonresponsive.

List below three references for services performed within the last three years, which are similar to the scope of work to be performed in this contract.

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

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

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.

 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full-time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. SWEATFREE CODE OF CONDUCT:
 - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
 - b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. **AMERICANS WITH DISABILITIES ACT**: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

DARFUR CONTRACTING ACT CERTIFICATION

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,
 Initials business activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code section 10476,
 Initials 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.

OR

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

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>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>

PAYEE DATA RECORD

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

STD 204 (Rev. 02/2022)

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

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

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

_____ - _____ - _____

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

_____ - _____ - _____

Section 4 – Payee Residency Status (See instructions) **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California. **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding. No services performed in California Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification****I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency**

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE
State Controller's Office / LGPSD**UNIT/SECTION**
Tax Programs Unit / Tax Administration Section**MAILING ADDRESS**
P.O. Box 942850**FAX**
(916) 327-3921**TELEPHONE** (include area code)
(916) 322-7952**CITY**
Sacramento**STATE**
CA**ZIP CODE**
94250-5880**E-MAIL ADDRESS**
GTR@sco.ca.gov

PAYEE DATA RECORD

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

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

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

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

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

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

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

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

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

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

Section 2 – Entity Type

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

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

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

Withholding Services and Compliance Section: 1-888-792-4900

E-mail address: wscs.gen@ftb.ca.gov

For hearing impaired with TDD, call: 1-800-822-6268

Website: www.ftb.ca.gov

Section 5 – Certification

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

Section 6 – Paying State Agency

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

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE):** _____ **or None** ____ (If "None," go to Item #2)
- b. Will subcontractors be used for this contract? Yes** ___ **No** ___ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.
- _____
- _____

- c. If you are a California certified DVBE:** (1) Are you a broker or agent? **Yes** ___ **No** ___
 (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ___ **No** ___ **N/A** ___

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

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

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled “None” and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either “Yes” or “No” to identify whether subcontractors will be used for the contract. If the response is “No”, proceed to Item #1.c. If “Yes”, enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime’s contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either “Yes” or “No”. The Military and Veterans Code Section 999.2 (b) defines “broker” or “agent” as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either “Yes” or “No” to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark “N/A” for “not applicable.”

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete “Page ___ of ___” on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the “Page ___ of ___” accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either “Yes” or “No” to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either “N/A” (not applicable), “Yes” or “No” for each subcontractor listed.

Enter “N/A” if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter “Yes” if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter “No” if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the “Page ___ of ___” accordingly.

COMMERCIALLY USEFUL FUNCTION (CUF) EVALUATION

Solicitation/Quote Number: _____

Every Certified SB, MB, and DVBE must complete this form if they will be performing any element of work

CONTRACTOR INFORMATION		
"DOING BUSINESS AS" (DBA) NAME:	OSDS CERTIFICATION NUMBER:	EXPIRATION DATE:

PLEASE MARK ALL THAT APPLY:

- Small Business Micro Business Disabled Veteran Business Enterprise
 Prime Contractor Sub-Contractor

COMMERCIALLY USEFUL FUNCTION

All Certified Small Businesses, Micro Businesses, and Disabled Veteran Business Enterprises must meet the commercially useful function requirements under Government Code Section 14837 (d)(4) and/or Military Veterans Code Section 999 (b)(5)(B).

Please answer the following questions as they apply to your business for the goods and/or services being acquired:

1. If your business has the lowest bid, will your business be responsible for the execution of a distinct element of the resulting work? Yes No
2. If your business has the lowest bid, will your business carry out the obligation by actually performing, managing, and/or supervising the work involved? Yes No
3. If your business has the lowest bid, will your business be performing work that is normal for its business services and functions? Yes No
4. If your business has the lowest bid, will your business be responsible for the products, inventories, materials, and supplies required? Yes No
5. If your business has the lowest bid, will your business be subcontracting a portion of the work that is greater than normal industry standards? Yes No

A response of "no" to numbers 1-4 or "yes" to number 5 above will result in your bid being disqualified.

AUTHORIZING SIGNATURE

The signatory of this document must be the certified business owner (or an authorized representative in the case of a corporation) and as such, hereby certifies under penalty of perjury under the laws of the State of California that all information provided herein is truthful and accurate.

AUTHORIZED REPRESENTATIVE SIGNATURE:	TITLE:
PRINTED NAME:	DATE:

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (if Applicable)

SAMPLE

STD 213 (Rev. 04/2020)

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

CONTRACTING AGENCY NAME

California Educational Facilities Authority (CEFA)

CONTRACTOR NAME

To Be Determined

2. The term of this Agreement is:

START DATE

September 1, 2022 (or upon approval by the State of California, whichever is later)

THROUGH END DATE

August 31, 2024

3. The maximum amount of this Agreement is:

\$7,500.00 (Seven thousand five hundred dollars and zero cents)

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit B, Attachment 1	Cost Sheet	1
Exhibit C*	General Terms and Conditions – GTC 04/2017	1
Exhibit D	Special Terms and Conditions	7
Exhibit E	Additional Provisions	1

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

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

CONTRACTOR

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

To Be Determined

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (if Applicable)
SAMPLE	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Educational Facilities Authority

CONTRACTING AGENCY ADDRESS

915 Capitol Mall, Suite 435

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Carolyn Aboubechara

TITLE

Deputy Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SAMPLE

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

Under the general direction of CEFA staff, Contractor shall transport, scan, shred or return scanned documents to CEFA as specified.

1. Contractor Responsibilities

- A. Maintain/treat all documents as “CONFIDENTIAL”.
- B. Provide transportation to designated site to pick up files for scanning.
- C. Provide packing boxes to CEFA for documents designated as “SCAN/SHRED”.
- D. Prepare documents before scanning to include, but not limited to, removal of acco fasteners, staples, binder clips, tape, re-position notes (such as “post-it” notes), straighten folded documents and tape torn corners.
- E. Scan documents in PDF format. Duplex scanning may be necessary to capture information on the back of documents.
- F. Create index records to ensure efficient retrieval of documents, including easy text searches and searching by attributes or by records in a database. Provide details as to how PDFs are returned to CEFA, e.g., email, flash drive, etc.
- G. Scanned documents shall either be transported back to CEFA or shredded per instructions.
- H. Shred materials “as is.” CEFA employees shall not be required to sort through the materials and separate them by color or type or to remove items such as, manila folders, binders, and rubber bands from the materials prior to destruction.
- I. Ensure that all materials are completely destroyed in pieces small enough and in a manner that makes it impossible to recognize or reconstruct information such as names, addresses, telephone numbers, and social security numbers. Shredding size shall be at least at a P-3 shredding level.
- J. All shredded material that can be recycled must be recycled.
- K. Provide a “Certificate of Destruction” to the CEFA Operations Manager or designee, at job’s end. In addition, provide a receipt to the CEFA Operations Manager or designee at job’s end, which includes the number of pounds destroyed, and date(s) of service.
- L. Firm shall be responsive to CEFA staff including prompt response to e-mails and telephone calls. Firm shall keep CEFA staff apprised of information needed and issues outstanding and shall meet deadlines set by CEFA staff.

2. CEFA Responsibilities

- A. CEFA staff will box all files to be scanned. Packing boxes will designate, “SCAN/SHRED” vs. “SCAN/RETURN”.

EXHIBIT A
(Standard Agreement)

B. CEFA will provide the boxed files designated as “SCAN/RETURN” and boxed files designated as “SCAN/SHRED” to the Contractor for handling and processing, as described above.

3. Location and Travel

Contractor must maintain an office located in California during the entire term of the Agreement, travel will not be reimbursed.

4. Term of Agreement

The term of this agreement will be for a two-year period with a dollar value not to exceed \$7,500. There will be an option to extend the agreement for one year at the sole discretion of CEFA. The effective date of this agreement is either the start date of September 1, 2022, or the approval date by the State of California, whichever is later. No work shall commence until the effective date. The contract amount will not exceed \$7,500 for the term of the agreement, including any extension.

5. Project Representatives

The project representatives during the term of this agreement will be:

State Agency: California Educational Facilities Aut (CEFA)	Contractor: To Be Determined
Name: Ms. Rosalind Brewer Operations Manager	Name:
Phone: (916) 653 – 2799	Phone:
Fax: (916) 654 – 5362	Fax:

All inquiries can be directed to the project representatives.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, CEFA agrees to compensate the contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement. The rates are based on the Cost Sheet submitted in the contractor's response package.
- B. Invoices must be provided to CEFA and must include:
- The time period covered by the invoice.
 - Detail of hours expended not to exceed maximum yearly amount.
 - Detail of any Direct Cost completed for the period.
 - Progress Payments:
 - i. Contractor shall submit a monthly Progress Report describing the work performed, work status, work progress, difficulties encountered, remedial action, and statement of activity anticipated subsequent to the reporting period for approval prior to payment of invoices.
 - ii. Progress payments are permitted for work performed under this Agreement. In accordance with Public Contract Code section 10346, ten percent (10%) of the invoiced amount shall be withheld pending final completion of the Agreement.
- C. Invoices shall include the Agreement Number CEFA03-22 and shall be submitted not more frequently than monthly in arrears to:

CEFA
915 Capitol Mall, Suite 435
Sacramento, CA 95814
Attention: Operations Manager

2. Budget Contingency Clause

- A. 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.
- B. 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.

3. Prompt Payment Clause

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

**EXHIBIT B, ATTACHMENT 1
(Standard Agreement)**

COST SHEET

It is unlawful for any person engaged in business within the State of California to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. Contractor agrees to furnish all labor, materials, tools, equipment, and supervision; pay all taxes, insurance, bonds, license and permit fees, travel costs, fingerprint-based state and federal criminal record check fees/costs (if applicable), and other costs incidental to the work to be performed in accordance with Exhibit A, Scope of Work. **CEFA estimates the number of boxes at 100. CEFA does not guarantee a minimum or maximum number of boxes per pick-up.**

Description	Costs*	
Preparation and Scanning of Documents	\$ _____ (Cost Per Sheet)	
	\$ _____ (Cost Per Box)	
Confidential Shredding and Recycling Services	\$ _____ (Cost Per Pound)	
Other Costs	\$ _____	Description: _____
	\$ _____	Description: _____
Total Costs	\$ _____	Description: _____

***Includes sales tax to the nearest cent**

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS – GTC 04/2017

Exhibit C to this Agreement, the General Terms and Conditions (GTC 04/2017), is hereby incorporated by reference and made part of this Agreement as if attached hereto. The General Terms and Conditions may be viewed and downloaded at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with a Deputy Treasurer of the State Treasurer's Office within ten (10) days of discovery of the problem. Within ten (10) days, the Deputy Treasurer shall meet with the representatives of Contractor and the State identified in Paragraph 3 of Exhibit A for purposes of resolving the dispute. The decision of the Deputy Treasurer shall be final.

3. Evaluation of Contractor

Pursuant to Public Contract Code Sections 10367 and 10369 within sixty (60) days after the completion of this Agreement, the State shall complete a written evaluation of Contractor's performance under this Agreement. If this Agreement is a contract for consultant services and if Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the Department of General Services (DGS), Office of Legal Services, and to the Contractor within fifteen (15) working days of the completion of the evaluation in accordance with Public Contract Code section 10371.

4. No Agency Liability

The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. Potential Subcontractors

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

EXHIBIT D
(Standard Agreement)

6. Force Majeure

Neither party to this Agreement shall be liable for damages resulting from delayed or defective performance when such delays arise out of causes beyond the control and without the fault or negligence of the offending party. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the State in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.

7. Waivers

No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power, or privilege hereunder, nor any single or partial exercise of any right, power, or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder.

8. Incorporation of Amendments to Applicable Laws

Any references to sections of federal or state statutes or regulations shall be deemed to include a reference to any amendments thereof and any successor provisions thereto.

9. Confidentiality

All financial, statistical, personal, technical, and other data and information relating to the operations of the State which are designated confidential by the State and become available to Contractor shall be protected by Contractor from unauthorized use and disclosure.

10. Titles/Section Headings

Titles and headings are for convenience of reference only and shall have no effect on the construction or legal effect of this Agreement.

11. Choice of Law

Notwithstanding Paragraph 14 of Exhibit C (General Terms and Conditions), this Agreement shall be administered, construed, and enforced according to the laws of the State of California (without regard to any conflict of laws' provisions) to the extent such laws have not been preempted by applicable federal law. Any suit brought hereunder, including any action to compel arbitration or to enforce any award or judgment rendered thereby, shall be brought in state court sitting in Sacramento, California, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by California law.

12. Notices

The parties agree that to avoid unreasonable delay in the progress of the services performed hereunder, Contractor and the State have designated in Paragraph 3 of Exhibit A specific staff representatives for the purpose of communication between the parties. Any notice or other written communication required, or which may be given hereunder shall be deemed given when delivered personally, or by

EXHIBIT D
(Standard Agreement)

mail three (3) days after the date of mailing, unless by express mail then upon the date of confirmed receipt, to the representatives named in Paragraph 3 of Exhibit A.

Either party hereto may, from time to time by notice in writing served upon the other as aforesaid, designate a different mailing address or a different or additional person to which all such notices or demands thereafter are to be addressed.

13. Permits and Licenses

Contractor shall carry out its duties and responsibilities herein in accordance with, be limited in the exercise of its rights by, and observe and comply with, all federal, state, city and county laws, rules or regulations affecting services under this Agreement. Contractor shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the work contemplated in this Agreement.

14. Books and Records

Contractor shall keep accurate books and records connected with the performance of this Agreement for a period of at least three (3) years. Contractor shall ensure that books and records of subcontractors, suppliers, and other providers shall also be accurately maintained. Such books and records shall be kept in a secure location and shall be available for inspection and copying by the State and its representatives at any time.

15. Key Personnel

- A. Contractor shall not substitute, replace, or reassign Key Personnel without the prior approval of the State.
- B. This Agreement may be terminated immediately, in the sole discretion of the State and upon written notice from the State to Contractor, because of any change in or departure of any of the Key Personnel.

16. Changes in Control, Organization or Key Personnel

Contractor shall promptly, and in any case within five (5) days, notify the State in writing: (i) if any of Contractor's representations and warranties, as set forth in this Agreement, cease to be true at any time during the term of this Agreement; (ii) of any change in Contractor's staff who exercises a significant administrative, policy, or consulting role under this Agreement, including without limitation any Key Personnel; (iii) of any change in the majority ownership, control, or business structure of Contractor; or (iv) of any other material change in Contractor's business, partnership or corporate organization. All written notices from Contractor under this provision shall contain sufficient information to permit the State to evaluate the changes within Contractor's staff or organization under the same criteria as was used by the State in its award of this Agreement to Contractor.

17. Insurance Requirements

Contractor warrants that it carries adequate liability, worker's compensation and other necessary insurance and shall maintain such insurance at levels acceptable to the State in full force and effect

EXHIBIT D
(Standard Agreement)

during the term of this Agreement. Contractor agrees to furnish satisfactory evidence of this insurance coverage to the State upon request.

18. Subcontractors

- A. Contractor shall perform the work contemplated by this Agreement with resources available within its own organization except for subcontracted work identified in this Agreement or other attachment incorporated hereto. No other portion of the work pertinent to this Agreement shall be subcontracted without written authorization by the State. The subcontractor must be mutually agreed upon in advance by both parties.
- B. Contractor shall require that any subcontractor agree to be bound by all provisions of this Agreement, as applicable.

19. Notice of Proceedings

Contractor shall promptly notify the State in writing of any investigation, examination or other proceeding involving Contractor, including any Key Personnel, commenced by any regulatory agency, which proceeding is not conducted in the ordinary course of Contractor's business.

20. Cumulative Remedies

The rights and remedies provided herein are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

21. Binding Effect

This Agreement, any instrument or agreement executed pursuant to this Agreement, and the rights, covenants, conditions and obligations of Contractor and the State contained therein, shall be binding upon the parties and their successors, assigns and legal representatives.

22. Publicity

No publicity release or announcement concerning this Agreement, or the transactions contemplated herein shall be issued by Contractor without advance written approval by the State.

23. Services or Procurement Resulting from Agreement

Neither Contractor, nor any of its subsidiaries, officers, or directors, may submit a bid or be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed to be an outgrowth of the advice or recommendations that Contractor provides under this Agreement.

24. Agreement Does Not Violate Law

Contractor represents and warrants that neither the execution of this Agreement nor the acts contemplated hereby nor compliance by Contractor with any provisions hereof will:

- A. Violate any provision of the charter documents of Contractor.

EXHIBIT D
(Standard Agreement)

- B. Violate any statute or law or ordinance or any judgment, decree, order, regulation or rule of any court or governmental authority applicable to Contractor; or
- C. Violate, or be in conflict with, or constitute a default under, or permit the termination of, or require the consent of any person under, any agreement to which Contractor may be bound, the violation of which in the aggregate would have a material adverse effect on the properties, business, prospects, earnings, assets, liabilities or condition (financial or otherwise) of Contractor.

25. Power and Authority

Contractor represents and warrants that it has the power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution of this Agreement has been duly authorized by Contractor and no other proceeding on the part of Contractor is necessary to authorize this Agreement. Contractor has completed, obtained, and performed all registrations, filings, approvals, authorizations, consents, or examinations required by any government or governmental authority for its acts contemplated by this Agreement.

26. Signature Authorization

The person signing this Agreement warrants that he/she is an agent of Contractor and is duly authorized to enter into this Agreement on behalf of Contractor.

27. Entire Agreement; Order of Precedence

- A. This Agreement, including documents that have been incorporated in this Agreement by reference, contains all representations and the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are replaced in total by this Agreement.
- B. In the event there are any inconsistencies or ambiguities among the terms of this Agreement and incorporated documents, the following order of precedence shall be used: (i) applicable laws; (ii) the terms and conditions of this Agreement, including exhibits and attachments; (iii) the Request for Proposal (RFP) if any; (iv) Contractor's response to the RFP if any; and (v) any other provisions, terms, or materials incorporated herein.

28. Termination at Option of the State

In addition to the provisions of Paragraph 7 of Exhibit C (General Terms and Conditions), this Agreement may be terminated in whole or in part at any time upon sixty (60) days' written notice by the State, for any reason. Upon receipt of a termination notice, Contractor shall promptly discontinue all services affected unless the notice specifies otherwise. In the event the State terminates all or a portion of this Agreement for any reason, it is understood that the State will provide payment to Contractor for satisfactory services rendered prior to the termination, but not in excess of the maximum amount of this Agreement.

EXHIBIT D
(Standard Agreement)

29. Termination for Insolvency

Contractor shall notify the State immediately in writing in the event that Contractor files any federal bankruptcy action or state receivership action, any federal bankruptcy or state receivership action is commenced against Contractor, Contractor is adjudged bankrupt, or a receiver is appointed and qualifies. In the event of any of the foregoing events, or if the State determines, based on reliable information, that there is a substantial probability that Contractor will be financially unable to continue performance under this Agreement, the State may terminate this Agreement and all further rights and obligations immediately.

30. Completion

In the event of termination for default, the State reserves the right to take over and complete the work by contract or other means. In such case, Contractor will be liable to the State for any additional cost incurred by the State to complete the work whether reimbursed or not.

31. Effect of Termination

All duties and obligations of the State and Contractor shall cease upon termination of this Agreement, except that:

- A. Each party shall remain liable for any rights, obligations, or liabilities arising from activities carried on by it under this Agreement prior to the effective date of termination; and
- B. Contractor shall provide for the return of all records of the State to the State or its designee and shall cooperate fully to effect an orderly transfer of services.

32. Termination for Expatriation

Contractor shall notify the State immediately in writing in the event that Contractor or its parent files any notice with the Securities and Exchange Commission that Contractor intends to reincorporate offshore. In the event of such notice, the State may terminate this Agreement and all further rights and obligations immediately by giving five (5) days' notice in writing in the manner specified herein.

33. Compliance With Political Reform Act

Contractor acknowledges that the State is subject to the provisions of the Political Reform Act (Government Code Section 81000 et seq. and all regulations adopted thereunder, including, but not limited to, California Code of Regulations, Title 2, Section 18700 et. seq.) and Contractor shall comply promptly with any requirement thereunder. If required by law, Contractor shall require its personnel, including without limitation, its Key Personnel all later substitutions therefore, to file Statements of Economic Interests in compliance with the Conflict of Interest Code for the Office of the State Treasurer and the various boards, authorities, commissions, and committees chaired by the State Treasurer (California Code of Regulations, title 2, Section 1897). All such reports shall be filed simultaneously with the State.

EXHIBIT D
(Standard Agreement)

34. Darfur Contracting Act

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code Section 10475 et seq.) The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan of which the Darfur region is a part, for the reasons described in Public Contract Code Section 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code Section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a state agency for goods or services. (Public Contract Code Section 10477(a).)

Therefore, Public Contract Code Section 10478(a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency. A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from DGS according to the criteria set forth in Public Contract Code Section 10477(b).

35. Labor Neutrality Policy

CEFA recognizes the value of labor organizing and encourages the entities with which it contracts to demonstrate that they also value this principle by encouraging management neutrality in labor organizing activities.

To remain “neutral” means not to take any action or make any statement that will directly or indirectly state or imply any support for or opposition to the selection by the Contractor’s employees of a collective bargaining agent, or preference or opposition to any particular union as a bargaining agent. Nothing in this section obligates or prohibits the Contractor from entering into private neutrality, labor peace or other lawful agreements with a labor organization seeking to represent or who currently represents the Contractor’s employees.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

1. Conflict of Interest; No Profit

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain, or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.