



June 16, 2026

TO PROSPECTIVE BIDDERS

SUBJECT: INVITATION FOR BID (IFB) No. 127025

Monthly Landscaping Maintenance and "As Needed" Repair Services
for the EDD facility located at **1550 West Main Street, El Centro, CA 92243**

Term: September 1, 2026 through August 31, 2029

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

Inspection of Premises

You may arrange to inspect the site by calling Carrie Chung at (562) 760-0932 between 8 a.m. and 5 p.m., Monday through Friday. It is recommended that you inspect the site. If you submit a quote, it shall be presumed that you have carefully and thoroughly inspected the site and are satisfied as to the conditions to be encountered.

If you wish to bid, see the Instructions to Bidders. If you make any additions or modifications to the IFB package, it may result in the rejection of your bid. The EDD reserves the right to reject any or all bids.

Bids must be received and date stamped in the Contracts Services Group no later than

Wednesday, July 1, 2026 by 3:00 p.m. (PT)

If you have any questions, please do not hesitate to contact me.

/s/CLAYTON WOLERY
Associate Contract Analyst

Enclosures

Cc: Carrie Chung

**Employment Development Department
1416 9th Street, MIC 62-C
P.O. Box 826880
Sacramento, CA 94280-0001**

Invitation for Bid No. 127025

Bid Due Date: July 1, 2026
Time: 3:00 p.m. (PT)

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*View at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

**STATE OF CALIFORNIA
EMPLOYMENT DEVELOPMENT DEPARTMENT
INSTRUCTIONS TO BIDDERS
Invitation for Bid (IFB) No. 127025**

1. Submission of Bids

- a. Failure to read these instructions, the Specifications, and the Terms and Conditions included in this bid package will be at the bidder's risk. **Written instruction(s) regarding the submission of bids shall take precedence over any verbal instruction(s).**
- b. Bidders shall complete and return the IFB Requirements Checklist, found on page 9, and all supporting documents listed. If mailed, the exterior of your envelope must clearly be noted: **“INVITATION FOR BID, DO NOT OPEN IN MAIL ROOM, IFB NO. 127025.”**
- c. All submitted documents must be signed by an authorized representative of the bidder's firm. The forms must be completed in ink or typewritten. If errors are made, they must be crossed out and corrections printed in ink or typewritten adjacent to error. Corrections must be initialed in ink by person signing the bid forms.
- d. The EDD reserves the right to reject any or all bids and may waive any immaterial deviation or defect in the bid. The EDD's waiver of any immaterial deviation or defect shall in no way modify the solicitation documents, or excuse the bidder from full compliance with the solicitation specification if awarded the contract. The EDD is not required to award an agreement.
- e. Bid packages must be received and time stamped in Contract Services Group no later than 3:00 p.m. (PT) on the bid closing date of **July 1, 2026**. Signed copies of the sealed bid package are to be emailed, mailed or delivered to:

Regular, Overnight and/or Express Delivery:

Employment Development Department Mail Services
1416 9th Street, MIC 62-C
Sacramento, CA 95814
Attn: Clayton Wolery, MIC 62-C

Email Delivery:

Clayton.Wolery@edd.ca.gov

Bids received and time stamped after 3:00 p.m. (PT) on the bid closing date of July 1, 2026, will be considered "late", disqualified and will be returned to sender.

Public Bid Opening

The public bid opening is scheduled for July 2, 2026 promptly at 9:00 a.m. The event will be held at the following address:

**1416 9th Street
Sacramento, CA 95814**

Upon arrival, all attendees are required to check-in with security and sign-in on the bid opening record. All attendees will be escorted to the appropriate location.

During the bid opening, each submission will be opened, read aloud, documented, and examined for preferences and incentives. To ensure efficiency, all questions and answers will be kept to a minimum.

2. Key Action Dates

Action	Date
Release IFB	June 16, 2026
Deadline to Submit Questions	June 23, 2026 by 3:00 PM (PT)
Response to Questions	June 26, 2026 by 5:00 PM (PT)
Bids Due	July 1, 2026 by 3:00 PM (PT)
Intent to Award	Week of July 6, 2026
Contract Commencement	September 1, 2026, or upon final approval

3. Online Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Certification Process

California’s SB and DVBE firms can now file their applications and get certified online via the Department of General Services website at: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>. Small Businesses and DVBEs can access the numerous benefits that come along with certification in a more timely and efficient manner.

4. Replacement of Disabled Veteran Business Enterprise Subcontractors

If for this Agreement, the Contractor made a commitment to achieve Disabled Veteran Business Enterprise (DVBE) participation, then the Contractor must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Agreement have been made to the DVBE(s), and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation (Military & Veterans Code section 999.5(d)).

The Contractor understands and agrees that should award of this Agreement be based in part on their commitment to use the DVBE subcontractor(s) identified in their bid or offer, per Military and Veterans Code section 999.5(e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS).

Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

Failure of the Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State and penalties as outlined in Military and Veterans Code section 999.9, Public Contract Code (P.C.C.) section 10115.10 or P.C.C. § 4110 (applies to public works only).

5. **Award of the Agreement**

- a. Award will be made to the lowest responsible bidder meeting specifications and offering to supply the services described. The firm submitting the lowest responsible bid may be required to submit evidence that they have available, as needed, sufficient resources to provide the necessary equipment and personnel to enable them to meet the requirements of the Contract, and may also be required to furnish information as to their financial responsibility.
- b. It is understood and agreed that following the award of the Contract, the successful bidder shall agree to comply with all Exhibits attached herein, and provide the required documents requested (i.e., bonds, insurance certificates, etc.) in order for the EDD to complete the execution of a Standard Agreement (STD. 213).
- c. **Small Business/Microbusiness (SB/MB) and Small Business/Nonprofit Veteran Service Agency (SB/NVSA) Certification Preferences**

A SB/MB and SB/NVSA Certification Preferences are applicable to the award of this Contract.

- (1) Certified SB/MB and SB/NVSAs may claim preference when submitting a bid on this Contract. The preference is equal to five percent (5%) of the lowest responsible bid. When the lowest responsible bid is not submitted by a certified small business, the preference becomes applicable. Please note that the preference is used for computation purposes only (to a maximum amount of \$50,000) in determining the successful bidder. It does not alter the amount of the resulting contract.
- (2) To learn more about the SB/MB and SB/NVSA Preference Programs and how your business might qualify, contact the Office of Small Business and DVBE Services at (916) 375-4940.

6. **Rejection of Bids**

- a. If the bid is received after **3:00 p.m. (PT)** on the due date of **June 10, 2026** as stipulated in the bid package, the bid shall be rejected and returned to sender.
- b. If it is found that a bidder is not responsible (i.e., has not paid taxes; has submitted a bid when the bidder's license is suspended on the date of the bid opening and/or award of the Contract, or during the proposed term of the Agreement; submitted a bid without an authorized signature; falsified any information in the proposal package or has provided poor performance on a previous contract with the EDD, etc.), the bid/proposal shall be rejected.
- c. If it is found, upon license verification with the Contractor's State Licensing Board, that a bidder's license is suspended on the date of the bid opening and/or award of the Contract, or during the proposed term of the Agreement, the proposal shall be considered nonresponsive and shall be rejected.
- d. The EDD reserves the right to reject any and all bids and to waive any immaterial deviation or defect in the bid. The EDD's waiver of any immaterial deviation or defect shall in no way modify the bid document or excuse the bidder from full compliance with the solicitation document specifications if awarded a Contract.

7. **Tie Bids**

In the event of a tie between two bidders, a coin toss will be used to determine the winner. Any coin toss shall be observed by witnesses, and the tied bidders would be invited to have representatives present. Location and time will be announced to all bidders.

8. **Subcontractors**

No subcontracting will be allowed to for this solicitation and future contract award.

9. **Disposition of Bids**

All material submitted in response to this bid package will become the property of the EDD and will become a public record after Award.

10. **Grounds For Protest**

a. Those who may protest are as follows:

- For IFBs, the lowest responsible bidder meeting the specifications (if not awarded the Contract).

b. There is no protest if the awarding agency rejects all bids or proposals, based on the interest of the State.

11. **Protest Exclusions**

The State has no jurisdiction to consider a protest when:

- The Contract is considered a public works contract.
- The Contract award is for a type of contract not subject to the protest procedures. This category includes contracts for maintenance, modification, and so forth of real or personal property, including equipment and contracts for professional services under Government Code section 4525.
- The protestant was not the lowest responsible bidder or the highest-scored proposer.
- The protestant was not a bidder or proposer, and seeks to contest the award. The only recourse in this case is through the civil courts.
- The protest was not submitted in a timely manner.
- The grounds for the protest do not meet the permissible grounds stated in the P.C.C.

12. **Notification of the Right to Protest**

Unsuccessful bidders who wish to protest this award must submit a detailed, written statement of protest, including the IFB No., the name of the State agency involved, and the agency contact person. The protest must be submitted within five (5) working days following the bid opening. All protests must be submitted to both of the following:

Department of General Services
Office of Legal Services
Attention: Bid Protest Coordinator

707 Third Street, 7th Floor, Suite 7-330
West Sacramento, CA 95605
Bid Protest Coordinator Email address: OLSProtests@dgs.ca.gov

Employment Development Department
Contract Services Group
1416 9th Street, MIC 62-C
Sacramento, CA 95814
Email: BOPSDContractsExternal@edd.ca.gov

13. **Conditions and Commitment**

By signing and submitting a bid package, the bidder acknowledges it has read, understood, and agrees to the following provisions:

- a. General Provisions – 02/2025 available for viewing at: [GTC 02/2025](#)
- b. **Performing a Commercially Useful Function:** In accordance with Government Code section 14837 and Military and Veterans Code section 999, all certified SB/MB or DVBE contractors, subcontractors and suppliers that bid on or participate in a state contract, regardless of whether it is a verbal or written solicitation must perform a Commercially Useful Function (CUF). A certified SB/MB or DVBE is deemed to perform a CUF if the business does all of the following:
- Is responsible for the execution of a distinct element of the work of the Contract.
 - Carries out its obligation by actually performing, managing, or supervising the work involved.
 - Performs work that is normal for this business services and functions.
 - Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.
 - Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

c. **Payee Data Record. STD. 204**

Revenue and Taxation Code section 18646 requires state agencies to file information tax returns (IRS Form 1099) for certain types of payments made to vendors. The successful bidder will be required to complete and submit a Payee Data Record, STD. 204 to the EDD before processing payment for services. Upon completion of the work in a manner satisfactory to the EDD, the EDD agrees to make payments in accordance with the contract provisions.

d. **California Taxpayer and Shareholder Protection Act of 2003**

This solicitation and any resulting contract are subject to all requirements as set forth in the Public Contract Code section 10286 which includes, but is not limited to, providing written submission of a declaration stating that the supplier is eligible to contract with the State of California pursuant to statutory requirements.

Failure of the supplier to comply with and provide information, when requested by the awarding department within the time indicated, will cause the supplier's bid response to be considered nonresponsive and their bid will be rejected.

e. **Registered To Do Business In California**

Corporations, Limited Liability Companies (LLCs), and Limited Partnerships (LPs) **must** be registered with the California Secretary of State to be awarded a contract. The Secretary of State Certificate of Status must be included with the bid. The Secretary of State may be contacted as follows:

California Secretary of State
Division of Corporate Filing and Services
1500 Eleventh Street, Third Floor
Sacramento, CA 95814-5701
Certification Unit: (916) 657-5251

Required document(s) may also be obtained at the following website:
<https://bizfileonline.sos.ca.gov/>

f. **Prohibition of Tax Delinquents from Contracting**

The State of California is prohibited from entering into any contracts for the acquisition of goods and services with persons whose name appears on either list of the 500 largest tax delinquencies pursuant to section 7063 or section 19195 of the Revenue and Taxation Code. Reference also to P.C.C. § 10295.4.

Bidder certifies that it is not included on the California Department of Tax and Fee Administration list at: <https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm> or the Franchise Tax Board list at: <https://www.ftb.ca.gov/about-ftb/newsroom/tax-news/may-2021/top-500-delinquent-taxpayer-list.html>

g. **Loss Leader**

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in California Business and Professions Code section 17030.

h. **Declaration Forms**

All bidders must complete the [Bidder Declaration GSPD-05-105](#) and include it with the bid response.

Bidders who have been certified by California as a Disabled Veteran Business Enterprise Declaration (DVBE) (or who are bidding rental equipment and have obtained the participation of subcontractors certified by California as a DVBE must also submit a completed form(s) [STD. 843 Disabled Veteran Business Enterprise Declaration](#)).

All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). The completed form should be included with the bid response. At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.

i. **Insurance Requirement**

The Contractor agrees the insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time during the term of this Agreement, the Contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as outlined below for not less than the remainder of the term of this Agreement, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and the Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the EDD may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. The Contractor shall provide written notice to the EDD within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

The Contractor shall display evidence of the following coverage on an ACORD certificate:

- j. **General Liability Insurance** – The Contractor shall furnish to the EDD a certificate of insurance prior to commencement of work stating there is general liability insurance in effect for the Contractor in an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined.

The certificate of insurance must include the following provision stating:

“The State of California, its officers, agents, employees and servants are included as additional insured, but only with respect to work performed for the EDD under this Contract.” *The additional insured endorsement must accompany the certificate.*

- k. **Workers' Compensation and Employer's Liability Insurance** - The Contractor shall furnish to the EDD a certificate of insurance evidencing Workers' Compensation and Employers Liability Insurance presently in effect with limits not less than \$1,000,000 by an insurance carrier licensed to write Workers' Compensation insurance in California. Such certificate shall include the name of the carrier and the policy inception and expiration dates. If the Contractor is self-insured for Workers' Compensation, a certificate must be presented evidencing Contractor is a qualified self-insurer in the State of California.
- l. **Automobile Liability Insurance, if applicable** - The Contractor shall furnish to the EDD a certificate of insurance evidencing automobile liability insurance presently in effect for the Contractor of not less than \$1,000,000 per accident while utilizing a motor vehicle in the performance of this Contract. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.
- m. **Environmental Liability Insurance, if applicable** – The Contractor and any subcontractors shall furnish to the EDD a certificate of insurance evidencing environmental liability insurance presently in effect for the Contractor of not less than \$1,000,000 per occurrence for bodily injury, property damages and costs incurred for clean-up and removal of substances causing pollution conditions. This requirement can also be met by securing one of the following: (1) an endorsement to the Contractor's general liability insurance overriding the general liability pollution exclusion or; (2) an endorsement evidencing pesticide/herbicide coverage afforded to the Contractor's general liability policy.

n. **Iran Contracting Act Certification, if applicable**

Pursuant to the Iran Contracting Act of 2010 (P.C.C. sections 2200 - 2208 are “the Act”), vendors are ineligible to bid on, submit a bid for, enter into, or renew any contract with the State for goods or services of one million dollars (\$1,000,000) or more if the vendor engages in investment activities, in Iran, as defined in the Act.

Bidder certifies that it is not on the current list of Entities Prohibited from Contracting with Public Entities in California per the Act found at:

<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>

o. **California Public Records Act (PRA)**

Upon award, all documents and information therein, submitted in response to this IFB become property of the State of California and will be regarded as public records under the Public Records Act, pursuant to Government Code section 6250, et seq.

p. **Executive Order N-6-22 – Russia Sanctions**

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

q. **Generative Artificial Intelligence (GenAI) Technology**

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

Bidder / Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

Upon notification by a Bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.

Government Code section 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

IFB REQUIREMENTS CHECKLIST

Please complete the checklist below to confirm that all items are contained with the Bid. Place a check mark (✓) next to each item being submitted. For the Bid to be responsive, the checklist and all required documents must be submitted from the list below. Offers must be submitted electronically via email or delivered by mail prior to the closing of the solicitation.

The Bid must contain: Each required supporting document and a completed Requirements Checklist sheet.

The need to verify that all required documentation is submitted with the Bid cannot be overemphasized as failure to submit all completed documents referenced on this checklist may cause the Bid to be rejected.

CHECK ()	#REFERENCE	DOCUMENT NAME / DESCRIPTION	REQUIRED
	Attachment 1	Cost Proposal	YES
	Attachment 2	Bidders Declaration <i>(Must complete all relevant sections to the prime and subcontractors including page numbers, located in the bottom right-hand corner)</i>	YES
	Attachment 3	Contractor Certification Clauses 04/2017 (CCC 04/2017)	YES
	Attachment 4	Certification Regarding Debarment	YES
	Attachment 6	STD 204 Payee Data Records	YES
		Copy of C-27 State Contractor's License	YES

The following forms are required, if applicable, at the time of submittal. Failure to submit all completed documents referenced on following checklist may cause the Bid to be rejected.

CHECK (✓)	#REFERENCE	DOCUMENT NAME / DESCRIPTION
	Attachment 5	Darfur Contracting Act Certification
	Attachment 7	STD 205 Payee Data Record Supplement
		Secretary of State Certification of Status

The following document(s) are due upon award:

		Copy of Vendor's Insurance Certificates and Additional Insured Endorsement(s)
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I, _____, hereby certify under penalty of perjury that I have carefully read, reviewed, and fully completed all documents required in connection with this Invitation for Bid. I affirm that I understand the requirements and conditions set forth in the specifications and agree to provide the requested goods and/or services at the cost specified in the cost proposal. I further certify that all bid documents, responses, and information submitted by me, or on behalf of the bidder, are complete, accurate, and provided in good faith.

(Signature of representative/date)

**EXHIBIT A
SCOPE OF WORK
(Standard Agreement)**

1. This Agreement is entered into by and between the Employment Development Department, hereinafter referred to as the EDD, and TBD, hereinafter referred to as the Contractor, for the purpose of providing Monthly Landscaping Maintenance and "As-Needed" Repair Services for the EDD facility located at 1550 West Main Street, El Centro, CA 92243.
2. The Project Representatives during the term of this Agreement will be:

State Agency

Employment Development Department
Attn: Carrie Chung
15315 Texaco Avenue, MIC 336LA
Paramount, CA 90723
Phone: (562) 760-0932
Email: Carrie.Chung@edd.ca.gov

Contractor

TBD
Attn:

Phone:
Email:

3. Project Representatives may be changed by written notice without an amendment to this Agreement.
4. The services shall be provided in accordance with Exhibit A-1, Specifications, and Exhibit A-2, State of California Holiday Schedule, which are incorporated as a part of this Agreement.
5. Health and Safety Requirements

The Contractor when entering the EDD facility and/or property is expected to be familiar with and abide by all statewide and locally mandated health and safety requirements. Such requirements include, but are not limited to, remaining compliant with personal protective equipment (PPE) and other safety equipment requirements provided under state and federal occupational safety and health laws.

The EDD also requires that the Contractor follow additional guidelines from the California Department of Public Health (CDPH) and public health officials, such as avoiding close contact with others and engaging in hygienic practices while working. The EDD reserves the right to require stricter requirements than are recommended by local and state public health authorities. Non-compliance by the Contractor, its employees, or any subcontractors may result in the EDD refusing entry onto, or removal from, the EDD property. A breach of these requirements grants the EDD the right to terminate this Agreement.

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

EMPLOYMENT DEVELOPMENT DEPARTMENT
1550 West Main Street, El Centro, CA 92243

I. GENERAL

The Contractor shall furnish all labor, tools, equipment and materials, and pay all taxes, permits, and/or inspection fees necessary to perform the work at the EDD facility located at 1550 West Main Street, El Centro, CA 92243 in accordance with these Specifications. The Contractor shall install all materials/products per the manufacturer's specifications and per accepted industry standards. Should there be any errors or omissions in any of the instructions, specifications, or exhibits in regards to materials and or methods recommended, it shall be the Contractor's responsibility to notify the EDD Representative, and upon agreement, use the appropriate materials, method, or process to obtain the INTENDED FINISHED PRODUCT.

NOTE: For purposes of this Agreement, the EDD Representative shall be considered the EDD Business Operations, Planning and Support Division, Facilities Management Specialist or Facilities Representative, located at the EDD, 15315 Texaco Avenue, Paramount, CA 90723. The EDD Representative is NOT the Manager of the EDD Field Office or one of his/her designees.

II. SCOPE OF WORK

- A. The intent of this Agreement is for the Contractor to provide monthly landscaping and "as needed" repair services for the EDD facility located at the above-referenced address in accordance with these Specifications.
- B. The Contractor will be expected to provide any or all of the following during the term of this Agreement:
- Inspections pertaining to repair work orders.
 - Consultation/planning on the best method to achieve the intended result.
 - Weeding (which shall include keeping all unpaved surfaces of the grounds free of Bermuda grass, weeds, and volunteers).
 - Fertilizing, pruning, and cultivating as necessary to keep all plants, grass and trees in a healthy, growing condition.
 - Keeping all planted areas neat, attractive, and free of trash and debris.
 - Removal of all weeds growing through cracks in sidewalks and the parking lot.
 - Repairs normally not exceeding two workdays per task.
 - Identify and report to the EDD Representative any safety hazard, faulty equipment, or other conditions encountered during the course of the work at the EDD office which the Contractor determines needing repair or replacement.
 - The Contractor shall comply with all state, EDD, and local office policies and procedures while on the premises.
- C. All work shall be completed in compliance with any related drawings and specifications, and shall comply with all applicable building codes, regulations and ordinances. For final acceptance, all work areas shall be complete and ready for occupancy; all equipment shall be installed, connected and in operating condition, and all utility connections shall be complete and accepted by the city, county or state authority having jurisdiction.

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

- D. During the maintenance period, should the appearance of any plant indicate weakness and probability of dying as a result of the Contractor's neglect, that plant shall be replaced immediately by the Contractor at the Contractor's expense with a plant that is indigenous or suitable for the area and climate. The cost to purchase any plant which is injured or dies as a result of maliciousness or vandalism not caused by the Contractor will be borne by the EDD after approval by the EDD Representative. The Contractor shall furnish labor to replace that plant at no additional cost to the EDD.
- E. The Contractor must have a valid **C-27** State Contractor's License. Licenses shall be furnished by the Contractor in accordance with applicable local ordinances and state and federal laws regarding labor on public buildings and specifications contained in this Agreement. Should any specification in the Agreement fail to comply with such ordinances and laws, the Contractor shall be required to comply with such statutes at no extra cost to the EDD.
- Weeds are to be hand-pulled and pests prevented using non-toxic/non-hazardous methods.
- F. The Contractor shall not assign or sublet any work covered by this Agreement.

III. SPECIFICATIONS

- A. SITE WORK: The following are examples of the types of work the Contractor will be required to complete during the course of this Agreement. It is not intended to be "all inclusive."
1. **Monthly Maintenance**
- a. Keep all plants and lawns in a healthy, vigorous growing condition by watering, fertilizing, pruning, cultivating, weeding, and any other necessary services.
 - b. Lawn areas shall be mowed and edged. This shall include trimming around decorative rocks and planters within the lawn. Lawn clippings, dead grass, and other materials shall be removed from the lawn and adjacent areas and disposed of offsite.
 - c. All planted areas shall be watered weekly "as needed." Trees, especially, shall be deep watered weekly during the growing season.
 - d. Where automatic irrigation/sprinkling systems are installed in the planted areas, the Contractor shall make appropriate seasonal adjustments and regulations of the irrigation controls to provide adequate watering.

Monthly, the Contractor is to check the entire irrigation system, including all sprinkler heads and bubblers to ensure proper flow, operation, and coverage. Each irrigation zone is to be checked and timed for appropriate watering. The Contractor is to notify the EDD Representative of any repairs that may be required. Should any repair or replacement of parts be required due to neglect or damage caused by the Contractor (such as from mowers), that replacement shall be at the Contractor's expense. If damage is not a result of the Contractor's negligence, upon approval by the EDD Representative, the Contractor shall provide replacement parts at their cost. The EDD will pay for the labor and parts after inspection and approval.

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

After checking the watering system, findings are to be reported on a monthly service slip.

NOTE: In the event of local or state water conservation restrictions, such water use restrictions shall take precedence over the above requirements.

- e. All ground cover such as flowering ground cover, ice plant, ivy, wild strawberry, and juniper shall be cultivated and kept free of weeds, volunteers, cobwebs, leaves, and other foreign materials. Ground cover shall be contained within the boundaries of the planters.

NOTE: All wounds over one (1) inch in diameter shall be sealed with an approved tree seal. Trees shall be promptly re-staked and tied again as necessary if disturbed by storms or traffic.

- f. Paper, leaves, and other foreign materials shall be removed from planted areas, sidewalks, and the parking lot "as needed". Upon completion of each service, all trimmings and refuse shall be gathered up and disposed of off the premises by the Contractor. The premises shall be left in a clean condition.
- g. All hedges and plants shall be trimmed "as needed" to a uniform desired height in keeping with the landscape design, and shall be contained within the boundaries of the planters. Cobwebs, debris, and falling leaves shall be removed.

2. Seasonal Maintenance

- a. Lawns shall be fertilized in April, June, and September with a weed and feed heat-activated fertilizer.
- b. Lawns shall be fertilized in October, December, and February with a high-nitrogen fertilizer.
- c. Plants shall be fertilized at least two times per year, in March and September, with the appropriate fertilizer in accordance with the standards of the industry and the manufacturer's specifications. Additional fertilizing shall be made when the condition of the plants indicate that feeding is appropriate.
- d. Trees shall be fertilized in March and September. Fertilizer shall be homogenized time-release pellet type, 15-15-15, unless other arrangements are made with the EDD Representative. Fertilizer shall be watered into the soil within seven (7) days of application.

- B. **UTILITY INTERRUPTIONS:** Interruptions to any services for the purpose of making or breaking a connection shall be made only after consultation and agreement with the EDD Representative and shall be at such time and such duration as may be directed. The Contractor shall make necessary provisions as required to maintain existing services to occupied areas with the building.

EXHIBIT A-1
SPECIFICATIONS
(Standard Agreement)

C. THE CONTRACTOR'S RESPONSIBILITIES:

1. UPON COMPLETION OF EACH SERVICE, A SERVICE SLIP SHALL BE LEFT WITH THE EDD REPRESENTATIVE FOR SIGNATURE AND APPROVAL OF SATISFACTORY WORK DONE. THE SLIP SHALL INDICATE ALL WORK PERFORMED FOR THAT MONTHLY MAINTENANCE, INCLUDING IRRIGATION CONTROL FINDINGS. IF THE SLIP IS NOT LEFT WITH THE EDD REPRESENTATIVE THE EDD RESERVES THE RIGHT TO PRORATE THE MONTHLY PAYMENT FOR THAT MONTH. The Contractor shall report to the EDD Representative on the general condition of the landscaping, including any unusual findings such as diseased areas, pest infestations, irrigation irregularities or repairs, etc.
2. It will be the Contractor's responsibility to field verify all existing conditions and measurements prior to submitting any proposal.
3. The Contractor shall submit, in writing, all proposals for repairs or improvements to the EDD Representative.
4. The Contractor shall furnish all labor and equipment necessary to perform all of the services presented in these Specifications in a professional, orderly, timely, and efficient manner. The Contractor's employees, equipment, building materials, etc., shall be restricted to the immediate area of work being performed.
5. The Contractor shall be responsible for removal of all debris, parts, and rubbish generated by performing the services of this Agreement. Any cost involved for removal shall be paid for by the Contractor.
6. The Contractor shall make available, at the job site, a contact person able to communicate effectively with EDD staff who may address concerns or specifications of the Contract.

D. ASBESTOS: The Contractor shall not disturb any areas/materials containing asbestos. The Contractor shall coordinate with the EDD Representative prior to working in any area containing asbestos.

E. DISCREPANCIES: Should any error, discrepancy, or doubt arise as to the intent and purpose of these Specifications, the Contractor shall immediately refer the same to the EDD Representative for further instructions before proceeding with the work affected.

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

G. CLEANUP: Upon completion of each service, all trimmings and refuse shall be gathered up and disposed of off the premises by the Contractor. The premises shall be left in a clean condition.

H. SITE INSPECTION: It is the Contractor's responsibility to inspect the work site prior to providing time and individual Task Order cost estimates. The Contractor shall make necessary arrangements through the EDD Representative.

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

- I. **ADJACENT SURFACES OR FEATURES:** Neatly replace, patch, and finish in kind all adjacent surfaces or features displaced or disturbed in the performance of work, such as, but not limited to, acoustical tile, rubber base, paint, floor covering, etc. Make joining of new and existing work as inconspicuous as possible. Upon completion of task, there shall be no noticeable difference between the new and existing surfaces.
- J. **COORDINATION OF WORK:** The Contractor may not be the sole provider of services on certain tasks or work orders. The Contractor and/or the Contractor's employees will be expected, at times, to work alongside or in conjunction with other trades contractors, as well as EDD Maintenance Mechanics.
- K. **SUPERVISION:** The Contractor shall be on-site at all times to personally supervise all work completed, or employ an authorized supervisor to oversee all work at the EDD office.

IV. SCHEDULE

All work shall be performed during the regular working hours of the EDD office, 8 a.m. to 5 p.m., Monday through Friday, unless other arrangements are made with the EDD Representative.

V. MATERIALS

- A. All materials shall be new, unless otherwise specified, and of good quality, free from damage or defect. After completion and acceptance of work by the EDD, all materials furnished and work performed under this Agreement shall be fully guaranteed by the Contractor against defects for a period of one year unless otherwise specified herein. All material furnished shall become the property of the EDD upon completion. Also, unless otherwise specified, the Contractor shall remedy any defect due thereto and pay for any damages resulting there from, which shall appear within a period of one year from the date of acceptance of work.
- B. **MATERIAL COSTS MAY REFLECT UP TO A 10% CONTRACTOR MARK UP.**
- C. Salvaged devices may be reused as allowed by the National Electrical Code. All others must be new. All removed devices not reused under this Agreement shall remain the property of the EDD unless the EDD Representative approves otherwise.
- D. The Contractor shall not store any materials and or equipment at the EDD facility unless agreement is previously reached with the EDD Representative on a "PER TASK" assignment.
- E. The Contractor shall provide adequate dust covers, temporary dust barriers, and pads to protect equipment and furnishings during dusty operations or where damage could occur to existing facilities.

VI. HEALTH, SAFETY, AND SECURITY

- A. The Contractor shall provide adequate protection against injury to all EDD property, EDD employees, and the general public while work is in progress. The Contractor shall be liable for any property damage or personal injury caused by the Contractor's failure to provide such adequate protection and exercise of due care.

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

- B. It shall be the responsibility of the Contractor to make arrangements in advance with the EDD Representative to have any needed parking areas, driveways, and/or sidewalks cleared so that the work can be performed.
- C. The Contractor shall use appropriate barriers, warning signs, or cones to notify the public and staff of any hazardous condition in the work area.
- D. As requested, the Contractor shall provide the local Office Manager or designee and the EDD Representative with copies of Material Safety and Data Sheets.
- E. The Contractor shall make provisions to accomplish the work of this Agreement without undue interference with the occupants of the building and building operations. The Contractor's operations shall be conducted in a safe manner at all times with minimum interference to roads, drives and walks. Particular caution must be paid to the placement of hoses and other equipment.

VII. GUARANTEES

- A. Unless previously agreed upon on a "PER TASK/WORK ORDER" basis or in specific guarantees required elsewhere in this Agreement, the Contractor shall warranty the work in general for one (1) year from the date of acceptance.
- B. After Final Payment: Neither final payment, nor any provision in the Contract documents will relieve the Contractor of responsibility for faulty material or workmanship. Unless otherwise specified, the Contractor shall remedy any defect due thereto and pay for any damage to other work resulting there from, which appears within a period of one (1) year from the date of acceptance of the work.

VIII. CORRECTION OF WORK

Prior to Final Payment: Work that does not comply with the requirements of the Contract, either specified in writing or by oral agreement, must be promptly replaced by the Contractor at their own expense with work that does comply. In making such replacement, the Contractor shall also bear all expenses involved in making good all damages or destruction caused to the work of other contractors.

IX. ADVANCE WORK

Should the Contractor begin work before receiving a copy of the approved Agreement, any work performed before approval shall be considered as having been done at the Contractor's own risk and as a volunteer.

**EXHIBIT A-2
STATE OF CALIFORNIA HOLIDAY SCHEDULE
(Standard Agreement)**

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

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

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

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)**

I. INVOICING AND PAYMENT

- A. In consideration of satisfactory services performed, the EDD agrees to pay the monthly sum of _____ (\$ _____) for monthly landscaping services and the hourly rate of _____ (\$ _____) for “as needed” repairs. The total amount of this Contract shall not exceed _____ (\$ _____).

Overtime charges shall not exceed one and one half times the amount of the hourly rate. All travel costs (travel time, mileage, and per diem) associated with work accomplished in this Contract are to be included in the hourly rate. **MATERIAL COSTS MAY REFLECT UP TO A 10% CONTRACTOR MARK UP.** Invoices shall have receipts attached for any materials charged to the EDD.

- B. The invoices must reference the following:

- The EDD Contract Number **M127025-7100**
- Identifies services provided, service period, unit price (i.e. hourly, monthly), and quantity applicable to the service
- Accurate billing address as stated on the Purchase Order or Contract
- Supplier invoice date
- Company name and remittance address

The invoice, in triplicate, in arrears shall be forwarded to the address shown below:

**Employment Development Department
15315 Texaco Avenue, MIC 336LA
Paramount, CA 90723
Attn: Carrie Chung
Email: Carrie.Chung@edd.ca.gov**

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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)

II. BUDGET CONTINGENCY CLAUSE

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government or by the State of California for the Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Agreement in any manner.

The parties mutually agree that if the Congress and/or Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

The EDD has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

III. CALIFORNIA PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

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

The Contractor agrees to conform to nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 C.F.R. parts 37 and 38.

2. **Termination Clause**

This Agreement may be terminated by the EDD by giving written notice 30 days prior to the effective date of such termination.

3. **Force Majeure**

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

4. **Settlement of Disputes**

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

5. **Public Convenience and Interference with Office Operation**

The Contractor shall make provisions to accomplish the work of this Agreement without undue interference to the occupants of the building and building operations. Corridors and entrances for use of occupants and reasonable access thereto shall be kept clear of building materials, equipment, refuse, etc. The Contractor shall be required to give the occupants reasonable notice when work is to be done.

Noisy motors, cutting, drilling, and fastening equipment must be operated with minimum disturbance to the occupants of the building or adjacent buildings; however, the EDD will not require overtime for such work unless specifically stated in this Agreement.

6. **Use of State Facilities**

Water, electric light, power, and toilet facilities at the worksite are available free of charge. Toilet facilities shall be kept clean at all times and shall comply with requirements and restrictions at the worksite. Interruptions to any service for the purpose of making or breaking a connection shall be made only after consultation with the EDD Representative, and shall be at such time and such duration as may be directed. The Contractor shall make necessary provisions as required to maintain existing services to occupied areas of the building.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

The Contractor shall provide adequate dust covers, temporary dust barriers, and pads to protect equipment, furnishings, and elevators during dusty operations or where damage could occur. The Contractor shall provide chemically treated walk-off mats, to be changed whenever directed by the EDD Representative.

7. Inspection of Services

All services shall be subject to inspection by the EDD Representative at any and all times during the performance thereof and at the completion of the work. If the EDD Representative determines that the services or materials furnished are not in accordance with the terms and conditions described herein, the EDD Representative may at his/her option have the work performed by others charging the Contractor with any cost occasioned thereby.

8. Liability of Contractor

All work performed under this Agreement shall be at the risk of the Contractor until fully accepted by the EDD Representative. Until final acceptance of the work, the Contractor shall have the charge, care, and sole responsibility of the work, and shall bear the risk of injury or damage to any part thereof by the action of the elements or any cause whether arising from execution or non-execution of the work. The Contractor shall bear all expense to restore damages occasioned by any of the above actions resulting from the injuries or damages sustained or arising from the construction of this work or the consequences thereof. The EDD may retain so much of the money due the Contractor as shall be considered necessary until final disposition has been made of such suits or claims to protect persons and property from injury or damage, and shall be responsible for any injury or damage incurred. The EDD assumes no liability for the Contractor's equipment or material.

9. Loading - Unloading

The Contractor may utilize the EDD's designated loading area only long enough to deliver materials and equipment. Vehicles that remain at the designated loading area are subject to being towed away.

10. Faulty Materials and Workmanship

The final payment shall not relieve the Contractor of responsibility for faulty materials or workmanship. Unless otherwise specified, the Contractor shall remedy any defect due thereto, and pay for any damage to the other work resulting there from, which shall appear within a period of one year from the date of acceptance of the work.

11. Acceptance of Work

No payment shall become due until final inspection and **acceptance is made by the EDD**. If required, the Contractor shall furnish to the EDD an affidavit showing full payment has been made by the Contractor for all labor and materials required by this Agreement.

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)**

12. Guarantees

Unless previously agreed upon a "PER TASK/WORK ORDER" basis or in specific guarantees required elsewhere in this Agreement, the Contractor shall warranty the work in general for one (1) year from the date of acceptance.

13. Correction of Work

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

14. Insurance Requirements

The Contractor agrees the insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time during the term of this Agreement, the Contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as outlined below for not less than the remainder of the term of this Agreement, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and the Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the EDD may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. The Contractor shall provide written notice to the EDD within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

The Contractor shall display evidence of the following coverage on an ACORD certificate:

- A. **General Liability Insurance** – The Contractor shall furnish to the EDD a certificate of insurance prior to commencement of work stating there is general liability insurance in effect for the Contractor in an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined.

The certificate of insurance must include the following provision stating:

"The State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the EDD under this Contract." The additional insured endorsement must accompany the certificate.

- B. **Workers' Compensation and Employers Liability** - The Contractor shall furnish to the EDD a certificate of insurance evidencing Workers' Compensation and Employers Liability Insurance in effect with limits not less than \$1,000,000 by an insurance carrier licensed to write Workers' Compensation insurance in California. Such certificate shall include the name of the carrier and the policy inception and expiration dates. If the

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)**

Contractor is self-insured for Workers Compensation, a certificate must be presented evidencing Contractor is a qualified self-insurer in the State of California.

- C. **Automobile Liability Insurance** - The Contractor shall furnish to the EDD a certificate of insurance evidencing automobile liability insurance presently in effect for the Contractor of not less than \$1,000,000 per accident while utilizing a motor vehicle in the performance of this contract. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

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

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

EXHIBIT E

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER M127025-7100	PURCHASING AUTHORITY NUMBER (If Applicable) EDD-7100
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Employment Development Department

CONTRACTOR NAME
TBD

2. The term of this Agreement is:
START DATE
September 1, 2026, or upon final approval, whichever is later

THROUGH END DATE
August 31, 2029

3. The maximum amount of this Agreement is:

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Exhibit A-1	Specifications	6
Exhibit A-2	State of California Holiday Schedule	1
+ - Exhibit B	Budget Detail and Payment Provisions	2
+ - Exhibit C *	General Terms and Conditions	GTC 02/2025
+ - Exhibit D	Special Terms and Conditions	4

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.)
TBD

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
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PRINTED NAME OF PERSON SIGNING	TITLE
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CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER M127025-7100	PURCHASING AUTHORITY NUMBER (If Applicable) EDD-7100
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Employment Development Department				
CONTRACTING AGENCY ADDRESS 1416 9th Street, MIC 62-C		CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Matthew Tokeshi-Nitta		TITLE Supervisor, Contracts Services Group		
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable) DGS Exemption Letter No. 54.7		

ATTACHMENT 1

COST PROPOSAL

The undersigned Contractor hereby proposes to furnish all labor, materials, tools and equipment and hold licenses necessary to provide **Monthly Landscaping Maintenance and "As Needed" Repair Services** for the EDD facility located at **1550 West Main Street, El Centro, CA 92243** in accordance with the specifications and provisions received with the IFB.

I. **Monthly Landscaping Cost:** \$ _____
(Insert figure from (A) on Calculations Worksheet)

II. **Hourly Rate for "As Needed" Repair Calls:** \$ _____
(Insert figure from (C) on Calculations Worksheet)

TOTAL OF BID PROPOSAL: \$ _____
(Insert figure from (E) on Calculations Worksheet)

*Contract award will be based on the lowest total bid. The monthly landscaping cost (billed monthly) shall be considered full compensation for all labor and travel costs (e.g., travel time, mileage, per diem, etc.) associated with tasks performed under this Agreement. **Overtime charges shall not exceed one and one-half times the amount of the Hourly Rate.***

Inclusion of Page 3, Calculations Worksheet, is required with your submitted bid quote.

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

Contractor's Normal Business Hours/Days: _____

Bidder's Firm Name (DBA) _____

Business Address _____

City/State _____

ZIP _____

Telephone Number (_____) _____ FAX Number (_____) _____

E-Mail Address _____

Type of Business: Individual Partnership Corporation Association

ATTACHMENT 1

Contractor's Federal ID Number (preferred) or SSAN _____

California Employer Account Number _____

Contractor's License Number _____ Expiration Date _____ Class _____

The Contractor certifies under penalty of perjury the accuracy of his/her license number, class, and expiration date. **(A quote which does not contain the above information, or if the information is later proven false, shall be considered nonresponsive and rejected by the State agency.)**

Small Business (SB)/Nonprofit Veteran Service Agency Yes No

Small Business (SB)/Microbusiness Certification Yes No

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

Principal who is authorized to bind the bidder:

Typed Name Title

Signature Date

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

Bids must be submitted no later than **3:00 p.m. (PT) on July 1, 2026.**

ATTACHMENT 1

CALCULATIONS WORKSHEET

The formula for determining low bid is:

A = Monthly rate for weekly landscaping maintenance services

B = Total maintenance cost for the term of the Contract

C = Hourly cost for "as needed" repairs

D = Total cost for estimated repair calls

E = Total Bid

III. Monthly Landscaping Maintenance (per month)

$$\frac{\$ \quad .00 \times 36 \text{ months} = \$ \quad .00}{\text{(A)} \qquad \qquad \qquad \text{(B)}}$$

IV. "As Needed" Repair Calls (estimated 8 calls per year)

$$\frac{\$ \quad .00 \times 24 = \$ \quad .00}{\text{(C)} \qquad \qquad \qquad \text{(D)}}$$

V. Totals

$$\frac{\$ \quad .00 + \$ \quad .00 = \$ \quad .00}{\text{(B)} \qquad \qquad \text{(D)} \qquad \qquad \text{(E)}}$$

TOTAL BID (E): \$ \quad .00

NOTE:

- Enter **(A)** on Cost Proposal Sheet
- Enter **(C)** on Cost Proposal Sheet
- Enter **(E)** on Cost Proposal Sheet

ATTACHMENT 1

ATTENTION ALL BIDDERS

A. Federal Employer ID Number or Social Security Account Number (SSAN)

Title 2 of the California Code of Regulations, section 11114 requires that all contracting State agencies provide the Civil Rights Department the Federal Employer ID Numbers of all vendors awarded State contracts in excess of \$5,000. Additionally, the Federal Internal Revenue Code requires the State to report certain payments to individuals. Accordingly, you must provide your Federal Employer ID Number or Social Security Account Number (SSAN) in the space provided.

B. California Employer Account Number

The number California employers use to report their Unemployment Insurance, Disability Insurance, and Personal Income Tax payments to the State of California.

C. Original Signature Requirement on Bids

This is to remind bidders that bids must have an original signature, in ink, to be accepted by this office. If bids do not have an original signature in ink, they shall be considered nonresponsive and rejected. Signature stamps are NOT acceptable.

BIDDER DECLARATION

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

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

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

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

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
				0%	<input type="checkbox"/>	<input type="checkbox"/>
				0%	<input type="checkbox"/>	<input type="checkbox"/>
				0%	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION: By signing the bid response, 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.

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CCC 04/2017

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

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

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

ATTACHMENT 3

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

ATTACHMENT 3

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

ATTACHMENT 3

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

FEDERAL DEBARMENT CERTIFICATION FORM

DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION

DGS PD 2 (Rev. 12/19)

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE NEXT PAGE
WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

1. The prospective recipient of Federal assistance funds certifies, by submission of this IFB/RFP Response, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this IFB/RFP Response.

Name and Title of Authorized Representative	
Signature	Date

FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)**Instructions for Certification**

1. By signing and submitting this IFB Response, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this RFP Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "RFP Response," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this RFP Response is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this RFP Response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this RFP Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

ATTACHMENT 5

STATE OF CALIFORNIA

DARFUR CONTRACTING ACT CERTIFICATION

DGS PD 1 (Rev. 12/19)

DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do not need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is not a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i>	

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

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

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i>	

PAYEE DATA RECORD

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

STD 204 (Rev. 03/2021)

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

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

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

_____ - _____ - _____

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

_____ - _____

Section 4 – Payee Residency Status (See instructions) **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California. **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding. No services performed in California Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification****I hereby certify under penalty of perjury that the information provided on this document is true and correct.****Should my residency status change, I will promptly notify the state agency below.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency****Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE**
EMPLOYMENT DEVELOPMENT DEPARTMENT**UNIT/SECTION**
CONTRACT SERVICES GROUP**MAILING ADDRESS**
1416 9th Street, MIC 62-C**FAX****TELEPHONE** (include area code)
(916) 982-1467**CITY**
SACRAMENTO**STATE**
CA**ZIP CODE**
95814**E-MAIL ADDRESS**
Clayton.Wolery@edd.ca.gov

PAYEE DATA RECORD

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

STD 204 (Rev. 03/2021)

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.

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

Payee Information (must match the STD 204)	
NAME <i>(Required. Do not leave blank.)</i>	TAX ID NUMBER <i>(Required)</i> SSN, ITIN, or FEIN that matches Tax ID number provided on STD 204
BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME <i>(If different from above)</i>	

Additional Remittance Address Information					
<ul style="list-style-type: none"> Use the fields below to provide remittance addresses for payee if different from the mailing address on the STD 204. The addresses provided below are for remittance purposes only. 1099 information returns will be sent to the mailing address specified on the STD 204. 					
1	REMITTANCE ADDRESS (number, street, apt or suite no.)				
	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="border-top: 1px dashed black; width: 60%; padding: 2px 5px;">CITY</td> <td style="border-top: 1px dashed black; width: 20%; padding: 2px 5px;">STATE</td> <td style="border-top: 1px dashed black; width: 20%; padding: 2px 5px;">ZIP CODE</td> </tr> </table>	CITY	STATE	ZIP CODE	
CITY	STATE	ZIP CODE			
2	REMITTANCE ADDRESS				
	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="border-top: 1px dashed black; width: 60%; padding: 2px 5px;">CITY</td> <td style="border-top: 1px dashed black; width: 20%; padding: 2px 5px;">STATE</td> <td style="border-top: 1px dashed black; width: 20%; padding: 2px 5px;">ZIP CODE</td> </tr> </table>	CITY	STATE	ZIP CODE	
CITY	STATE	ZIP CODE			
3	REMITTANCE ADDRESS				
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CITY	STATE	ZIP CODE			

Additional Contact Information			
Use the fields below to provide additional Authorized Representatives for the Payee if applicable.			
1	CONTACT NAME		
	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="border-top: 1px dashed black; width: 50%; padding: 2px 5px;">TELEPHONE <i>(Include area code)</i></td> <td style="border-top: 1px dashed black; width: 50%; padding: 2px 5px;">EMAIL</td> </tr> </table>	TELEPHONE <i>(Include area code)</i>	EMAIL
TELEPHONE <i>(Include area code)</i>	EMAIL		
2	CONTACT NAME		
	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="border-top: 1px dashed black; width: 50%; padding: 2px 5px;">TELEPHONE</td> <td style="border-top: 1px dashed black; width: 50%; padding: 2px 5px;">EMAIL</td> </tr> </table>	TELEPHONE	EMAIL
TELEPHONE	EMAIL		
3	CONTACT NAME		
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TELEPHONE	EMAIL		

Certification		
<p><i>I hereby certify under penalty of perjury that the information provided on this supplemental document is true and correct.</i></p> <p><i>By signing this document, I authorize the State of California to remit payment to the addresses specified on this supplemental form (STD 205) and certify that all persons identified on this form are authorized representatives of this payee. Payments remitted to any of the listed addresses may be reported on 1099 information returns to the tax liable entity identified on the accompanying Payee Data Record - STD 204.</i></p>		
NAME OF AUTHORIZED PAYEE REPRESENTATIVE (Print or Type name)	TITLE	E-MAIL ADDRESS
SIGNATURE X _____	DATE	TELEPHONE <i>(Include area code)</i>

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

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record Supplement, STD 205. Sign, date, and return to the state agency/department with a completed STD 204. Prompt return of the fully completed forms will prevent delays when processing payments.

Purpose – Completion of this form (STD 205) is optional. Payees may use this form to provide remittance addresses or contact information in addition to the 1099 information return mailing address provided on the STD 204. This form shall only be used in conjunction with the STD 204, and will not be accepted without a STD 204.

Please note: The State of California Government will issue 1099 information returns to the mailing address provided on the most recently dated form STD 204 validated by the Payee. Addresses provided on this form (STD 205) will be used for remittance purposes only. If the payee would like to update the address for receiving 1099 information returns, please complete the STD 204.

Payee Information: The Payee's Tax ID number (TIN) and Name (including any Business, DBA, or Disregarded LLC names) are required. This information is subject to TIN matching via the IRS database for validation. Payee Information provided in this section must clearly match the STD 204. Any discrepancies may result in delays of payment, up to and including denial of the request.

Name – Enter the name of the Payee. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

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

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

Additional Remittance Address Information - Enter the Payee's additional remittance address(es) that are not listed on STD 204. Up to five (5) addresses may be provided on this form. The Payee may provide additional remittance addresses on a second STD 205 form if needed.

Additional Contact Information - Enter the Payee's additional or updated contact information. Up to three contacts may be identified on this form. Payee may provide additional contacts on a second STD 205 if needed.

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of the STD 204 form.