

# **Solicitation CR3180517**

## **Bay Region Staffing Services**

**designation: Public**

**State of California**

## CR3180517

### Bay Region Staffing Services

Number **CR3180517**  
 Title **Bay Region Staffing Services**  
 Expected Expenditure **\$15,000,000.00** (This price is expected - not guaranteed)

Start Date **Jun 26, 2015 4:56:26 PM PDT**  
 End Date **Jul 17, 2015 3:30:00 PM PDT**  
 Question & Answer  
 End Date **Jul 9, 2015 3:00:00 PM PDT**

Contact **Christine Raymond**  
**916-375-4972**  
**Christine.Raymond@dgs.ca.gov**

Contact **Melanie Zbur**  
**916-375-4015**  
**melanie.zbur@dgs.ca.gov**

Pre- Conference **Jul 6, 2015 10:00:00 AM PDT**  
**Attendance is optional**  
**Location: Joseph A. Rattigan Building - July 6, 2015 10:00 am**  
**RMGSOC Building - July 7, 2015 9:00 - 9:30 am**  
**CPUC Building - July 7, 2015 11:00 -11:30 am**  
**Elihu Harris Building, July 7, 2015 1:30 - 2:00 pm**  
**Alfred Alquist Buildinmg, July 6, 2015 10:00 am**

Standard Disclaimer **The State of California advises that prospective bidders periodically check the websites, including but not limited to Bidsync, and/or other state department links for modifications to bid documents. The State of California is not responsible for a prospective bidder's misunderstanding of the bid solicitation or nonresponsive bid due to failure to check these websites for updates or amendments to bid documents, and/or other information regarding the bid solicitations. Failure to periodically check these websites will be at the bidder's sole risk.**  
**The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.**

#### Description

For IFB Inquiries and Questions, contact:  
 Christine Raymond, Acquisition Analyst  
 Christine.Raymod@dgs.ca.gov



Governor Edmund G. Brown Jr.

**INVITATION FOR BID  
Notice to Prospective Bidders  
Bay Region Staffing Services  
IFB BAY STAFFING 2015**

June 26, 2015

You are invited to review and respond to this Invitation for Bid (IFB) 2015 for Bay Region staffing services being offered by the Department of General Services, Real Estate Services Division, Building and Property Management (BPM).

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions (GTC) that may be viewed and downloaded at the following internet site: <http://www.documents.dgs.ca.gov/ols/GTC-610.doc> and Contractor Certification Clauses (CCC) that may be viewed and downloaded at the following internet site: <http://www.documents.dgs.ca.gov/ols/CCC-307.doc>. If you do not have Internet access, a hard copy can be provided by contacting the Acquisitions Analyst listed below.

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

In the opinion of the Office of Business and Acquisition Services (OBAS), this IFB is complete and without need of explanation. However, if you have questions regarding this IFB please contact the below listed Acquisition Analyst. Please note that verbal information given will not be binding on the State unless such information is issued in writing as an official addendum to this IFB.

Christine Raymond, Acquisition Analyst  
Office of Business and Acquisition Services  
Contracts Management Section  
707 Third Street, Suite 2-350  
West Sacramento, CA 95605  
916-375-4359  
[Christine.Raymond@dgs.ca.gov](mailto:Christine.Raymond@dgs.ca.gov)

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## A. Purpose and Description of Service

- 1) The State of California, Department of General Services (DGS), Real Estate Services Division (RESO), Building and Property Management (BPM) is charged with maintaining state owned property pursuant to Government Code Section 14685(a), which authorized DGS to establish rules and regulations for the government and maintenance of state buildings and grounds.
- 2) BPM is procuring staffing services for various bay region facilities that require a Bidder to provide, upon demand, skilled labor with knowledge, skills, abilities and experience suitable to perform the functions similar to that of State of California job classifications of Office Building Manager III, Office Building Manager II, Chief Engineer, Stationary Engineer and Utility Engineers, whose duties are described in Attachment 10 of this IFB in Exhibit A.:

The labor provided under this contract is the Bidder's employees, and will possess all appropriate professional accreditation commensurate with their classification and duties.

- 3) All Chief Engineer and Stationary Engineer provided by Bidder under this contract shall have completed a verifiable, approved apprenticeship program or equivalent Journeyman Stationary Engineer certification program, with a minimum of four (4) years supervisory experience as described in the sample standard agreement, attachment 10.
- 4) Services shall be performed in accordance with the following published guidelines: State Administrative Manual (SAM), Building and Property Management (BPM), Department of General Services (DGS) and published industry standards (i.e., American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE), Sheet Metal and Air Conditioning Bidder's National Association (SMACNA), Institute of Electrical and Electronic Engineers (IEEE), and National Energy Institute (NEI) and BPM's Preventive Maintenance Master Plan.
- 5) Services will be performed at various Bay Region project locations. The potential project locations are:

BUILDING NO.	BUILDING NAME
100402	Ronald M. George State Office Complex (RMGSOC) 350 McAllister San Francisco 94102
100418	Edmund Pat Brown Building (CPUC) 505 Van Ness Avenue San Francisco 94102
100409	DMV Fell & Baker Streets San Francisco 94102
100410	EDD 745 Franklin Street San Francisco 94102
100420	Cal Trans 120 Rickard Street San Francisco 94134

BUILDING NO.	BUILDING NAME
100471	Cal Trans District 4 1007 Knox Avenue San Jose 95122
100474	EDD San Jose 297 W. Hedding Street San Jose 95110
100475	CHP San Jose 2020 Junction San Jose 95131
100602	Elihu Harris 1515 Clay Street Oakland 94612
100605	Motor Vehicles 5300 Claremont Avenue Oakland 94618

Building and Property Management  
 Bay Region Staffing Services 2015  
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100421	Cal Trans 325 San Bruno San Francisco 94103	100606	EDD 1225 4 <sup>th</sup> Avenue Oakland 94606
100428	CHP San Francisco 455 Eighth Street San Francisco 94103	100607	EDD 343 22 <sup>nd</sup> Street Richmond 94804
100430	Sutro Library 480 Winston Drive San Francisco 94132	100608	EDD 1440 Marin Street Vallejo 94590
100480	Santa Rosa State Building (Joseph A. Rattigan Building) 50 D Street Santa Rosa 95404	100610	Cal Trans 111 Grand Avenue Oakland 94612
100481	EDD Santa Rosa 606 Healdsburg Ave. Santa Rosa 95401	100616	Cal Trans 1993 Marina Blvd. San Leandro 94577
100482	CHP Santa Rosa 6100 LaBath Avenue Rohnert Park 94928	100625	CHP Hayward 2434 Whipple Road Hayward 94544
100483	DOJ Lab 410 Russell Avenue Santa Rosa, 95403	100626	CHP Oakland 3601 Telegraph Avenue Oakland 94609
100429	CHP Marin 53 San Clemente Corte Madera 94925	100470	San Jose State Building (Alfred Alquist) 100 Paseo De San Antonio San Jose 95113

- 6) The term of the contract is anticipated for three (3) years. The Bidder's rates included in the Cost Sheet, Attachment 9, will stay in effect for the entire contract term. The State may terminate the contract at any time by giving the Bidder thirty (30) days written notice of its intention to do so.
- 7) The Bidder will be afforded the opportunity at the non-mandatory walk-through to examine work sites and specifications and investigate conditions, character, and quality of surface, subsurface materials or obstacles and conditions that might be encountered. No additions or increases to the agreement amount will be made due to conditions that existed at the walk-through.
- 8) The Bidder's required services are provided in the IFB Attachment 10, Sample Standard Agreement and Exhibits.
- 9) The winning Bidder will be required to adhere to all Agreement terms as indicated in the Sample Standard Agreement and Exhibits (IFB Attachment 10).

## B. Bidder Minimum Qualifications

**NOTE: Bid Submissions that do not meet minimum requirements will be rejected.**

### 1) Licenses:

- a. A Bidder must be registered with the State of California, Secretary of State, if required by law.

### 2) References:

- a. Bidders must provide three (3) or more references. Required Attachment 5, Bidder References must be completed and submitted with the bid submission as Attachment 5. NOTE: References to include satisfactory job performance on operations within the last five (5) years that are similar to staffing management services as required in this solicitation.

## C. Bid Requirements and Information

### 1) Key Action Dates

Listed below are the important action dates and times by which actions must be taken or completed. If OBAS finds it necessary to change any of these dates, it will be accomplished by addendum to this IFB. **ALL DATES AFTER THE DEADLINE FOR FINAL BID SUBMISSION ARE APPROXIMATE AND MAY BE ADJUSTED AS CONDITIONS INDICATE, WITHOUT ADDENDUM TO THIS IFB.**

Event	Date	Time (PT)
IFB available to prospective bidders	June 26, 2015	
Non-Mandatory Walk-Through	See below table	See below table
Written Question Submission Deadline	July 9, 2015	3:00 PM
Questions and Answers to be Posted	July 10, 2015	
Deadline for Final Bid Submission	July 17, 2015	3:30 p.m.
Bid Opening	July 20, 2015	9:00 a.m.
Commencement of Services	August 1, 2015	

### 2) Non Mandatory Walk Through

- a. A Walk Through will be held at the five main facilities and is scheduled for the dates at times specified in the below table. Bidders will need to sign in at each facility. The State will not be providing parking for potential Bidders.
- b. Any questions arising from the Walk Through shall be submitted in writing to the Acquisition Analyst listed on the Notice to Prospective Bidders prior to the Key Action Date listed above and in accordance with Section 3, Written Questions, below.

- c. In the event a Bidder is unable to attend the Walk Through, an authorized representative may attend on their behalf. The representative may only attend for one (1) Bidder.
- d. Persons needing assistance due to a physical impairment will be given reasonable accommodation upon request for the Walk Through. The Bidder must call Christine Raymond at 916-375-4359 or email Christine.Raymond@dgs.ca.gov no later than the fifth working day **prior** to the scheduled date and time of the Walk Through to arrange for a reasonable accommodation.
- e. Non Mandatory Walk Through Schedule:

BUILDING NO.	BUILDING NAME	DATE AND TIME
100402	Ronald M. George State Office Complex (RMGSOC) 350 McAllister San Francisco 94102	July 7, 2015 9:00-9:30 am
100418	Edmund Pat Brown Building (CPUC) 505 Van Ness Avenue San Francisco 94102	July 7, 2015 11:00-11:30 am
100470	San Jose State Building (Alfred Alquist) 100 Paseo De San Antonio San Jose 95113	July 8, 2015 10:00 am
100480	Santa Rosa State Building (Joseph A. Rattigan Building) 50 D Street Santa Rosa 95404	July 6, 2015 10:00 am
100602	Elihu Harris 1515 Clay Street Oakland 94612	July 7, 2015 1:30-2:00 pm

### 3) Written Questions

- a. Bidders requiring clarification of the intent or content of this IFB or on procedural matters regarding the competitive procurement process may request clarification by submitting questions. Bidders may submit questions to the Acquisitions Analyst listed on the Notice to Prospective Bidders via email, via BidSync, or via U.S. mail. If sending via U.S. mail, the envelope must be clearly marked "Questions Relating to IFB BAY STAFFING 2015" and sent to the Acquisition Analyst listed on the Notice to Prospective Bidders for this IFB. To ensure a response, questions must be received in writing by the date given for written questions in Key Action Dates (See Section C.1.). Question and Answer Sets will be provided to all Bidders without identifying the submitters and will be posted as an official Addendum. A Bidder who desires clarification or further information on the content of the IFB, but whose questions relate to a proprietary aspect of that Bidder's bid submission and if disclosed to other Bidders, would expose that Bidder's bid, may submit such questions in the same manner as above, marked "CONFIDENTIAL," not later than the scheduled date specified herein to ensure a response. The Bidder must explain why any questions are of a sensitive nature. If



OBAS concurs that the disclosure of the question or answer would expose the proprietary nature of the bid, the question will be answered and both the question and answer will be kept in confidence during the IFB process. If OBAS does not concur with the explanation of the proprietary aspect of the question(s), the question(s) will not be answered in this manner and the Bidder will be so notified.

- b. Requests for Changes to the IFB – If the Bidder believes that one or more of the IFB requirements is onerous, unfair, or imposes unnecessary constraints to the Bidder in proposing less costly or alternate solutions, the Bidder may request a change to the IFB by submitting, in writing, the recommended change(s) and the facts substantiating this belief and reasons for making the recommended change. Such requests must be submitted to the Acquisition Analyst by the date specified herein for written questions concerning the IFB. Such changes will be made at the sole option of OBAS. If OBAS determines that any requested change is in the best interest of the State, all Bidders will be notified of the change in the form of an Addendum to this IFB without revealing the identity of the Bidder that requested the change.
- c. If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder will immediately notify OBAS of such error(s) in writing and request clarification or modification of the document. If a Bidder fails to notify OBAS, prior to the Deadline for Final Bid Submission, of an error known to the Bidder, or an error that reasonably should have been known, the Bidder will bid at their own risk, and if awarded the contract, will not be entitled to additional compensation or time by reason of the error or its later correction.

#### 4) Submission of Bid

- a. The bid submission is a mandatory step for all Bidders. Bidders are strongly encouraged to carefully read the entire solicitation prior to a submission of bid. The need to verify all documentation and responses prior to the submission of the bid cannot be overemphasized.
- b. Introduction letters, expensive bindings, colored displays, promotional materials, etc., should not be included in the bid submission and may cause the bid to be rejected. Emphasis should be concentrated on conformance to the IFB instructions, responsiveness to the IFB requirements and completeness and clarity of content. Developing the bid submission and attending the Walk Throughs for each facility is entirely the responsibility of the Bidder and will not be chargeable to the State.
- c. The bid submission must be complete in all respects as described in this IFB. A bid submission may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A bid submission will be rejected if any such defect or irregularity constitutes a material deviation from the IFB requirements.
- d. If the Bidder believes that they will be providing OBAS with propriety or confidential information as part of their bid, those aspects must be discussed with OBAS in the form of a Confidential Written Question not later than the scheduled key action date specified

for Written Questions Submission Deadline to ensure a response. Please refer to Section C.3. Written Questions. DGS will determine whether the Bidder may protect that information in their bid submission as proprietary or confidential. NOTE: Pricing, reports, terms and conditions would not be considered proprietary or confidential.

- e. A completed bid package must consist of all items identified in the Attachment 1, "Bid Submission Attachment Checklist", including the Attachment 1. Documents must be submitted in the order listed in Attachment 1, "Bid Submission Attachment Checklist." A bid submission not including all required attachments will be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements, which is cause for rejection.
- f. An individual who is authorized to bind the bidding firm contractually will sign the "Bid/Bidder Certification Sheet" (Attachment 2). The signature must indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected. The "Bid/Bidder Certification Sheet" must be submitted with bid submission/package.
- g. All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
- h. The Bidder will submit their bid as follows:
  - i. Master Copy (of all required documents with original signatures), marked "Master Copy" on the Attachment 1.
  - ii. One copy of the Master Copy, marked "Copy" on the Attachment 1.
- i. Bids and related documents must be completed in ink, typewritten or electronically prepared. No erasures or "white out" are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error. The person signing the "Bid/Bidder Certification Sheet" (Attachment 2) must initial corrections, in ink.
- j. The Bidder will deliver their bid in such a way that the outside of the submission is clearly labeled as indicated below:

Attn: Christine Raymond IFB BAY STAFFING 2015 DO NOT OPEN Department of General Services Office of Business and Acquisition Services 707 Third Street, Suite 2-300 West Sacramento, CA 95605
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- k. The bid submission will be marked by DGS with the time and date upon receipt. It is the responsibility of the Bidder to ensure timely delivery of the bid. A postmark or facsimile transmission will not be accepted as meeting the delivery time requirements if the bid is received after the specified deadline. Bidder's hand-delivering bids should allow extra time for traffic, sparse parking, slow elevators and clearing security procedures.

- I. The bid submission implies no obligation on the part of BPM to purchase or contract for services.

#### 5) Rejection of Bid Submissions

- a. **A bid submission not received by the date and time specified in Section C.1. Key Action Dates, or not sealed, will be rejected.**
- b. The bid submission must not contain false or misleading statements, or provide references which do not support an attribute or condition claimed by the Bidder. If, in the opinion of OBAS, such information was intended to mislead OBAS in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this IFB, it will be the basis for rejection of the bid submission.
- c. Deviations in the bid submission, whether or not intentional, may cause the bid submission to be non-responsive and not considered for award.
- d. Unless previously approved by the State through the written questions process identified in Section C.3., any material submitted by any Bidder in the final bid submission that is marked "CONFIDENTIAL" or "PROPRIETARY" will be returned to the Bidder and cause the entire bid submission to be deemed non-responsive and rejected.
- e. The State does not accept alternate contract language from a prospective Bidder. A bid submission with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- f. OBAS is not required to award a contract. OBAS reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received and to accept all or any portion of a bid, if deemed in the best interest of the State and not contrary to law. OBAS's waiver of any immaterial deviation or defect will in no way modify the IFB documents or excuse the Bidder from full compliance with the IFB specification, if awarded the contract.

#### 6) Errors in the Bid Submission

- a. The Bidder is cautioned to not rely on OBAS during the evaluation to discover and report to the Bidder any defects and errors in the submitted documents. The Bidder, before providing a bid submission, should carefully proof their documents for errors and adherence to the IFB requirements.
- b. The Bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the final bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- c. The Bidder may withdraw a bid by submitting a written withdrawal request to OBAS, signed by the Bidder or an authorized agent. A Bidder may thereafter submit a new bid prior to the final bid submission deadline. Bids may not be withdrawn without cause subsequent to final bid submission deadline.

- d. OBAS may modify the IFB prior to the key action date for submission of bids by posting an Addendum on [www.bidsync.com](http://www.bidsync.com).
- e. OBAS may, at its sole option, correct discrepancy/errors on the copy set on the basis that if intent is not clearly established by the complete bid submission the set marked as Master Copy will have priority over additional copy.
- f. OBAS reserves the right to reject any/all bid submissions. OBAS is not required to award an agreement.

## 7) Evaluation and Selection

- a. The bid opening is open to the public. It will consist of the opening of each bid received in a timely manner, checking the bid for the presence or absence of required signatures and checking the bid for the required attachments as identified on Attachment 1, Bid Submission Attachment Checklist. Bid submissions received after the Deadline For Final Bid Submission will not be opened. During the bid opening, OBAS will read aloud and record the Bidder's Name and their Combined Calculated Three Year Amount.
- b. OBAS will appoint State employee(s) to further verify and evaluate the bid submissions as described in the IFB to determine lowest responsive responsible bidder. The further review may include, but is not limited to:
  - i. Validation of References
  - ii. Cost Sheet calculations have been verified
  - iii. SB Preferences have been evaluated, confirmed and calculated
  - iv. DVBE Incentives have been evaluated, confirmed and calculated
  - v. Darfur certification has been reviewed
  - vi. Largest tax delinquents eligibility confirmed
  - vii. Corporate standing has been verified with State of California, Secretary of State
- c. During further review, if any of the required documents are missing, the evaluation committee may reject the bid submission as non-responsive. If any of the required documents are incomplete, the evaluation committee may reject the bid submission as non-responsive. If any of the required documents have been modified or contain alterations, the evaluation committee may reject the bid submission as non-responsive.
- d. The Bidder will need to complete the calculations in the tables provided in Attachment 9.

Building and Property Management  
 Bay Region Staffing Services 2015  
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Sample of Attachment 9, Cost Sheet (Year 1):

**COST SHEET  
(YEAR 1)**

**Year 1 – Table A**

REQUIRED SERVICES	A	B	C	D	E	F	G
	Staffing	Annual Number of Hours to Be Worked	Hourly Rate	Annual Amount (B X C)	Number of Positions	Calculated Annual Amount (D X E)	Calculated Monthly Amount* (F divided by 12)
	OBM III	1,992	\$108.95	\$217,028.40	1	\$ 217,028.40	\$ 18,085.70
	OBM II	1,992	\$ 99.95	\$199,100.40	3	\$ 597,301.20	\$ 49,775.10
	CE	1,992	\$ 63.95	\$127,388.40	4	\$ 509,553.60	\$ 42,462.80
	SE	1,992	\$ 53.95	\$107,468.40	15	\$1,612,026.00	\$134,335.50
	UE	1,992	\$ 43.95	\$ 87,548.40	4	\$ 350,193.60	\$ 29,182.80
<b>Combined Calculated Annual Amount (Sum of Column F)</b>						<b>\$ 3,286,102.80</b>	

\* This is the monthly amount Contractor can invoice for required services

**Year 1 – Table B**

AS REQUESTED SERVICES	A	B	C	D	E	F	G
	Staffing	OT Hourly Rate	Annual Estimated Number of OT Hours	Calculated Annual OT Hours (B x C)	Holiday Hourly Rate	Annual Estimated Number of Hours to be Worked on a Holiday	Calculated Annual Number of Work Holidays (E x F)
	OBM III	\$162.43	2	\$ 324.86	\$162.43	24	\$ 3,898.32
	OBM II	\$149.93	2	\$ 299.86	\$149.93	24	\$ 3,598.32
	CE	\$ 95.93	23	\$ 2,206.39	\$ 95.93	240	\$23,023.20
	SE	\$ 80.93	24	\$ 1,942.32	\$ 80.93	660	\$53,413.80
	UE	\$ 65.93	2	\$ 131.86	\$ 65.93	24	\$ 1,582.32
<b>Combined Calculated Annual OT Hours (Sum of Column D)</b>				<b>\$4,905.29</b>	<b>Combined Calculated Annual Holidays Worked (Sum of Column G)</b>		<b>\$85,515.96</b>

**Year 1 – Table C**

<b>Year 1 Combined Calculated Annual Amount</b> (Combined Calculated Annual Amount, Combined Calculated Annual OT Hours and Combined Calculated Holidays Worked)	<b>\$ 3,376,523.90</b>
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Sample of Attachment 9, Cost Sheet (Summary):

**COST SHEET  
(SUMMARY)**

**Year 1 – Table C**

<b>Year 1 Combined Calculated Annual Amount</b> (Combined Calculated Annual Amount, Combined Calculated Annual OT Hours and Combined Calculated Holidays Worked)	<b>\$3,376,523.90</b>
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**Year 2 – Table C**

<b>Year 2 Combined Calculated Annual Amount</b> (Combined Calculated Annual Amount, Combined Calculated Annual OT Hours and Combined Calculated Holidays Worked)	<b>\$3,376,523.90</b>
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**Year 3 – Table C**

<b>Year 3 Combined Calculated Annual Amount</b> (Combined Calculated Annual Amount, Combined Calculated Annual OT Hours and Combined Calculated Holidays Worked)	<b>\$3,376,523.90</b>
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<b>Combined Calculated Three Year Amount</b> Combined Calculated Annual Amount of Year 1, Year 2 and Year 3	<b>\$10,129,571.70</b>
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- e. If, in the further review of Attachment 9, a mathematical discrepancy is found, the line amounts for each hourly rate listed will be considered correct and the discrepancy will be adjusted accordingly.
- f. The Combined Calculated Three Year Amount will become the Net Bid Amount. The Net Bid Amount will be used to determine the lowest responsive responsible bidder to apply preference and incentives, as applicable, in bid tabulation.

Sample bid tabulation:

Bidder	A	B	C
Responsive & Responsible?			
Small Business (SB)			
NET BID AMOUNT			
Initial Ranking			
SB Preference Amount			
Subtotal			
Ranking after SB Preferences			
DVBE Incentive Percentage			
DVBE Incentive Amount			
Evaluated Bid Subtotal - 1			
Ranking after DVBE Incentives			
Evaluated Bid Subtotal - 2			
Final Ranking			

- g. OBAS will determine validation of references and signatory authority of winning bidder prior to posting Notice of Intent to Award. OBAS's determination of a bid being responsive and responsible will be final.
- h. Nothing in this section will require the awarding of the contract if no bids are received offering a contract price that, in the opinion of BPM, is a reasonable price.

## 8) Award and Protest

- a. Contract award, if made, will be awarded to the Bidder whose bid has the lowest responsive responsible submission.
  - i. In the event of a tie, the Bidder with the lowest amount of the Combined Calculated Annual Amounts for Required Services of Years 1, 2 and 3 will decide award. If there is a further tie, a coin toss by OBAS will decide the award.
- b. If a Bidder, prior to the award of agreement, files a notice of protest with DGS, specifying the grounds that the Protestant was the lowest priced responsible Bidder, then the agreement will not be awarded until either the protest has been withdrawn or DGS has decided the matter.

Within five (5) days after filing the notice of protest, the Protestant will file with DGS a full and complete detailed written statement specifying the grounds for the protest. The

notice of protest and the full and complete detailed written statement must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7<sup>th</sup> Floor, Suite 7-330; West Sacramento, CA 95605. It is suggested that the protest be submitted by certified or registered mail. Any protest must be received within five (5) days from the date of Notice of Intent to Award.

- c. News releases pertaining to any award resulting from this IFB may not be made without prior written approval of:

The Public Information Officer  
707 Third Street, MS 101  
West Sacramento, CA 95605  
Phone: (916) 376-5037  
Email: DGSPublicAffairs@dgs.ca.gov

#### 9) Disposition of Bids

- a. Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Gov Code § 6250 et seq.) and subject to review by the public.
- b. The bid submissions may be returned to the Bidder only at the Bidder's expense, unless such expense is waived by the State and only after the final bid tabulation has been released.

#### 10) Performance of Service

- a. Upon award of contract, the winning Bidder must provide a Certificate of Insurance (COI) within ten (10) working days from award of contract. This COI will identify the required insurance as indicated in Attachment 10, Standard Sample Agreement, Exhibit D, Item 5, and will provide the required insurance endorsements as indicated in the Standard Sample Agreement, in Exhibit D, Item 5.
- b. Upon award of the contract, the winning Bidder agrees to execute the contract on the State's Standard Agreement (STD 213), with Exhibits. The STD 213 (See sample contract agreement provided, IFB Attachment 10.) must be signed by an individual authorized to bind the firm contractually.
- c. Upon award of the contract, the winning Bidder will need to submit a signed certification page of the Bidder's Certification Clauses (CCC-307). If you do not have Internet access, a hard copy can be provided by contacting the Acquisitions Analyst listed on the cover page of the IFB. Otherwise, the Bidder's Certification Clauses are available at the following website: <http://www.documents.dgs.ca.gov/ols/CCC-307.doc>

#### **D. Preference and Incentive Programs**

Preference and Incentive Programs are each identified below. When the Bidder satisfies the requirements and requests bid preferences and incentives, the Bidder must clearly identify in their

bid submission for which of the programs it qualifies. Denial of those preference or incentive requests is not a basis for rejection of the bid.

1) Small Business Preference:

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

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

To be considered as a certified SB, the Bidder must have a complete application package on file with the OSDS by 5:00 p.m. on the Deadline for Final Bid Submission date. Questions regarding the certification approval process should be directed to the OSDS. A copy of the regulations, instructions and format for claiming the Small Business Preference is available at:

<http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx>.

To claim the Small Business Preference please see Attachment 3, Bidder Declaration (GSPD-05-105).

NOTE: Pursuant to GC 14837, only a SB who performs a Commercially Useful Function (CUF) relevant to the Scope of Work included in this IFB may qualify the Bidder for a SB preference. Please see Attachment 8 for CUF certification.

- b. Non-Small Business Subcontractor Preference:

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

To claim the Non-Small Business Subcontractor Preference please see Attachment 3, Bidder Declaration (GSPD-05-105).

NOTE: Pursuant to GC 14837, only a SB who performs a Commercially Useful Function (CUF) relevant to the Scope of Work included in this IFB may be used to qualify the Bidder for the Non-Small Business Subcontractor Preference. Please see Attachment 8 for CUF certification.



## 2) Disabled Veteran Business Enterprise Incentive:

There are no required participation goals for this contract. A waiver has been obtained for mandatory DVBE participation; however, pursuant to Military and Veterans Code Section 999.5, subdivision (a), an incentive will be given to Bidders who provide DVBE participation on the contract.

The DVBE Incentive is as follows:

Confirmed DVBE Participation	Incentive
3% and above	3%
2% to 2.99%	2%
1% to 1.99%	1%

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

### a. Certified DVBE Bidder additional incentive considerations:

- i. Commit to performing more than 1% of the contract bid value with the prime bidder's firm or in combination with another DVBE(s).
- ii. Document DVBE participation on the Bidder Declaration GSPD-05-105, Attachment 3.
- iii. At the State's option a DVBE Bidder working in combination with other DVBE(s) will submit proof of its commitment by submitting a written confirmation from the DVBE(s) identified as a subcontractor on the Bidder Declaration GSPD-05-105. When requested, the written confirmation must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

### b. Non-DVBE Bidder additional incentive considerations:

- i. Commit to using certified DVBE(s) for more than 1% of the bid value.
- ii. Document DVBE participation on the Bidder Declaration GSPD-05-105, Attachment 3.
- iii. At the State's option prior to contract award, a Bidder is to submit proof of its commitment by submitting a written confirmation from each DVBE identified as a subcontractor on the Bidder Declaration GSPD-05-105. The IFB acquisitions analyst named in the solicitation may contact each listed DVBE, by mail, email, fax or telephone, for verification of the Bidder's submitted DVBE information. When requested, the document(s) must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

NOTE: Pursuant to Military and Veterans Code section 995.5, only a DVBE who performs a Commercially Useful Function (CUF) relevant to the Scope of Work included in this IFB may qualify the Bidder or be used to qualify the Bidder for a DVBE participation and/or DVBE incentive. Please see Attachment 8 for CUF certification.

c. Locating DVBE Subcontractors

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

To begin your search, click on “Small Business and Disabled Veteran Business Enterprise Services,” then click “SB/DVBE Search.” Search by “Keywords” or

“United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: [www.eprocure.dgs.ca.gov](http://www.eprocure.dgs.ca.gov). For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: [OSDSHelp@dgs.ca.gov](mailto:OSDSHelp@dgs.ca.gov)

- ii. Federal Resources: Search the U.S. Central Contractor Registration (CCR) online database at [www.ccr.gov/](http://www.ccr.gov/) to identify potential DVBEs. First time users should click on the “help” button for detailed instructions.
- iii. Local Resources: For a list of local DVBE organizations: <http://www.documents.dgs.ca.gov/pd/smallbus/RefOrg.pdf>

3) Applying Preference and Incentives

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

The SB preference of 5% will be applied when a responsible bidder that is not a CA certified SB or a NS claiming 25% CA certified SB subcontractor participation submits the lowest responsive bid. (Note: NS claiming SB subcontractor preference cannot remove an award from a certified SB.)

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

Sample bid tabulation:

Bidder	A	B	C
Responsive & Responsible?	Yes	Yes	Yes
Small Business	SB	NS	No
NET BID AMOUNT	\$110,100.00	\$109,500.00	\$107,300.00
Initial Ranking	3	2	1
SB Preference Amount	\$5,390.00	\$5,390.00	none
Subtotal	\$104,710.00	\$104,110.00	\$107,300.00
Ranking after SB Preferences	2	1	3
DVBE Incentive	2%	none	3%
DVBE Incentive Amount	\$2,146.00		\$3,219.00
Evaluated Bid Subtotal - 1	\$102,544.00	\$104,110.00	\$104,081.00
Ranking after DVBE Incentive	1	3	2

**ATTACHMENT 1****BID SUBMISSION ATTACHMENT CHECKLIST**

A complete bid submission will consist of the items identified below. Complete this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to the State. For your bid to be responsive, all required attachments must be returned. This checklist should be returned with your bid submission.

<b><u>Attachment</u></b>	<b><u>Required</u></b>	<b><u>Attachment Name/Description</u></b>
_____ Attachment 1	<b>YES</b>	Required Attachment Check List
_____ Attachment 2	<b>YES</b>	Bid/Bidder Certification Sheet
_____ Attachment 3	<b>YES</b>	Bidder Declaration (GSPD-05-105)
_____ Attachment 4	<b>YES</b>	Payee Data Record (STD 204)
_____ Attachment 5	<b>YES</b>	Bidder References
_____ Attachment 6	<b>YES</b>	Contracting Act Certification Sheet – Darfur
_____ Attachment 7	<b>YES</b>	Iranian Contracting Act Certification
_____ Attachment 8	<b>YES*</b>	Commercially Useful Function Certification(s) * Required for every MB,SB,DVBE
_____ Attachment 9	<b>YES</b>	Cost Sheet

The following attachment is included in the IFB as reference only and should **not** be included in the bid submission.

<u>N/A</u> Attachment 10	<b>NO</b>	Sample Standard Agreement (STD 213) and Exhibits
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**ATTACHMENT 2****BID/BIDDER CERTIFICATION SHEET**

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

- A. **Our all-inclusive bid is submitted as detailed in Attachment 9, Cost Sheet.**
- B. All required attachments are included with this certification sheet.
- C. I have read and understand the DVBE participation requirements.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

**An Unsigned Bid/Bidder Certification Sheet May Be Cause for Rejection**

1. Company Name	2. Telephone Number ( )	2a. Fax Number ( )
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Bidder's Name (Print)		11. Title
12. <b>Signature</b>		13. Date
14. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise (OSDS) as:		
a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____		b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____
<b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSDS, if an application is pending: _____		

### Completion Instructions for Bid/Bidder Certification Sheet

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

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

**ATTACHMENT 3****BIDDER DECLARATION (GSPD-05-105)**

A Bidder must complete the Bidder Declaration form GSPD-05-105, located at the following internet site: <http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>

If you do not have Internet access, a hard copy can be provided by contacting the Acquisitions Analyst listed on the Notice to Prospective Bidders.

When completing the declaration, Bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract.

The completed Bidder Declaration GSPD-05-105 must be included in the bid submission, noted as Attachment 3.

**ATTACHMENT 4****PAYEE DATA RECORD**

A Bidder must complete the Payee Data Record form STD 204, located at the following internet site:  
<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

If you do not have Internet access, a hard copy can be provided by contacting the Acquisitions Analyst listed on the Notice to Prospective Bidders.

The completed Payee Data Record STD 204 must be included in the bid submission, noted as Attachment 4.



**ATTACHMENT 5****BIDDER REFERENCES**

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

References to include satisfactory job performance on operations within the last five (5) years that are similar in scope and type of work required in this solicitation.

**REFERENCE 1**

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Value or Cost of Service

Brief Description of Service Provided

**REFERENCE 2**

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Value or Cost of Service

Brief Description of Service Provided

**REFERENCE 3**

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Value or Cost of Service

Brief Description of Service Provided

**ATTACHMENT 6****DARFUR CONTRACTING ACT**

Bidder must complete and submit the Darfur Contracting Act Certification with their bid submission as Attachment 6.

Effective January 1, 2009, a company will not bid on or submit a proposal for a contract for goods or services without addressing the requirements of the Darfur Contracting Act of 2008 (Act). The Act was passed to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part). Understand that a scrutinized company is a company doing business in Sudan as defined in Public Contract Code Section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services unless it has been granted permission by the Department of General Services. (Pub. Contract Code § 10477, subd. (a)). 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 interest of the State.

Public Contract Code Sections 10475-10481, applies to any company that currently or within the previous three (3) 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:

1. A Contractor that has NOT had business activities or other operations outside of the United States within the previous three (3) years;  
or
2. A Contractor that has had business activities or other operations outside of the United States within the previous three (3) years, but is NOT a scrutinized company per Public Contract Code section 10476;  
or
3. A Contractor that is a scrutinized company as defined in Public Contract Code section 10476, but has received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477, subdivision (b).

### Darfur Contracting Act Certification

1. I, the official named below who is authorized to legally bind the bid submission, Certify under Penalty of Perjury that the Contractor listed below has **NOT** had, within the previous three (3) years, business activities or other operations outside of the United States.

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

**OR**

2. I, the official named below who is authorized to legally bind the bid submission, Certify Under Penalty of Perjury that the Contractor listed below has had, within the previous three (3) years, business activities or other operations outside of the United States, but is NOT a scrutinized company per Public Contract Code section 10476. This certification is made under the laws of the State of California.

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

**OR**

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

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

**ATTACHMENT 7****IRAN CONTRACTING ACT CERTIFICATION**

Bidder must complete and submit the Iranian Contract Act Certification with their bid submission.

Effective September 11, 2011, all vendors must complete the Iran Contracting Act Certification prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more. The vendor must:

1. Certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (See list below) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS;

**OR**

2. Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

**Entities Prohibited from Contracting with Public Entities in California  
per the Iranian Contracting Act, 2010**

**Sample of List Date: September 15, 2011**

- |   |   |  |
|---|---|--|
| • Ak Makina                                   | • Hyundai Motor Company                   | • Saras  |
| • Alfa Laval                                  | • Indian Oil Corporation                  | • Schwing America Inc.                             |
| • Amona                                       | • Inpex                                   | • Shandong FIN CNC Machine Co., Ltd.               |
| • Belaz                                       | • INTECSEA                                | • Shanghai Sunry Petroleum Equipment Company, Ltd. |
| • Belneftkhim                                 | • Kingdream PLC                           | • Sinohydro  |
| • Bharat Petroleum Corporation Limited        | • Komatsu                                 | • Sinopec Corp                                     |
| • Broken Hill Proprietary (BHP) Billiton      | • Liquefied Natural Gas Limited           | • SK Energy  |
| • ChinaOil                                    | • Lukoil                                  | • Snam Rete Gas                                    |
| • CNPC (China National Petroleum Corporation) | • Maire Tecnimont                         | • Sonangol   |
| • Danieli                                     | • Naftiran                                | • Total SA   |
| • DK Tech Corporation                         | • Norsk Hydro ASA                         | • Transocean LTD                                   |
| • Double Hull Tankers, Inc.                   | • Oil and Natural Gas Corp (ONGC)         | • Turkish Petroleum Company                        |
| • Duferco                                     | • Oil India Limited                       | • Unipet   |
| • Emirates National Oil Company               | • Panyu Chu Kong Steel Pipe Company, Ltd. | • Wirtgen Group                                    |
| • Grimley Smith Associates                    | • Pertamina                               | • Zhenhua Oil Company                              |
| • Hellenic Petroleum S.A.                     | • Petroleos de Venezuela                  |  |
| • Hin Leong Trading                           | • Prosernat                               |  |
|   | • PTT Public Company Limited              |  |

If you have any questions regarding this list, please contact the Office of Policies, Procedures and Legislation: [charles.deyoe@dgs.ca.gov](mailto:charles.deyoe@dgs.ca.gov)

**Iran Contracting Act Certification**

To comply with the requirement of the Iran Contracting Act 2010, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below.

Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		<i>Date Executed</i>

**ATTACHMENT 8****COMMERCIALLY USEFUL FUNCTION CERTIFICATION**

Name: \_\_\_\_\_  
(Print business name of Bidder)

Pursuant to Government Code Section 14837, Micro-Businesses (MB), Small Businesses (SB) and pursuant to Military Veterans Code section 995.5, Disabled Veteran Business Enterprises (DVBE) must perform a "commercially useful function" in any contract they perform for the State.

A business that is performing a commercially useful function is one that does **ALL** of the following:

- 1) Is responsible for execution of a distinct element of the work of the contract
- 2) Carries out its obligation by actually performing, managing, or supervising the work involved
- 3) Performs work that is normal for its business, services and function
- 4) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices
- 5) 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.

If Bidder is an MB, SB or DVBE they must provide certification for themselves. If Bidder has a subcontractor that is an MB, SB or DVBE, a certification for each SB, MB, DVBE subcontractor is also needed. The MB, SB or DVBE Contractor must provide a written statement detailing the role, services and/or goods they will provide to meet **all of the above five** Commercially Useful Function (C.U.F.) requirements as related to the services and/or goods they will be providing in this contract to certify how they will be performing a commercially useful function.

\_\_\_\_\_  
(Contractor's business name being certified with a C.U.F.)

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\_\_\_\_\_  
(Contractor's Signature)

**ATTACHMENT 9****COST SHEET  
(YEAR 1)****Year 1 – Table A**

<b>REQUIRED SERVICES</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
	Staffing	Annual Number of Hours to Be Worked	Hourly Rate	Annual Amount (B X C)	Number of Positions	Calculated Annual Amount (D X E)	Calculated Monthly Amount* (F divided by 12)
	OBM III	1,992	\$	\$	1	\$	\$
	OBM II	1,992	\$	\$	3	\$	\$
	CE	1,992	\$	\$	4	\$	\$
	SE	1,992	\$	\$	15	\$	\$
	UE	1,992	\$	\$	4	\$	\$
<b>Combined Calculated Annual Amount (Sum of Column F)</b>						<b>\$</b>	

\* This is the monthly amount Contractor can invoice for required services

**Year 1 – Table B**

<b>AS REQUESTED SERVICES</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
	Staffing	OT Hourly Rate	Annual Estimated Number of OT Hours	Calculated Annual OT Hours (B X C)	Holiday Hourly Rate	Annual Estimated Number of Hours to be Worked on a Holiday	Calculated Annual Number of Work Holidays (E X F)
	OBM III	\$	2	\$	\$	24	\$
	OBM II	\$	2	\$	\$	24	\$
	CE	\$	23	\$	\$	240	\$
	SE	\$	24	\$	\$	660	\$
	UE	\$	2	\$	\$	24	\$
<b>Combined Calculated Annual OT Hours (Sum of Column D)</b>				<b>\$</b>	<b>Combined Calculated Annual Holidays Worked (Sum of Column G)</b>		<b>\$</b>

**Year 1 – Table C**

<b>Year 1 Combined Calculated Annual Amount</b> (Combined Calculated Annual Amount, Combined Calculated Annual OT Hours and Combined Calculated Holidays Worked)	<b>\$</b>
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### COST SHEET (YEAR 2)

Year 2 – Table A

REQUIRED SERVICES	A	B	C	D	E	F	G
	Staffing	Annual Number of Hours to Be Worked	Hourly Rate	Annual Amount (B X C)	Number of Positions	Calculated Annual Amount (D X E)	Calculated Monthly Amount* (F divided by 12)
	OBM III	1,981	\$	\$	1	\$	\$
	OBM II	1,981	\$	\$	3	\$	\$
	CE	1,981	\$	\$	4	\$	\$
	SE	1,981	\$	\$	15	\$	\$
	UE	1,981	\$	\$	4	\$	\$
Combined Calculated Annual Amount (Sum of Column F)						\$	

\* This is the monthly amount Contractor can invoice for required services

Year 2 – Table B

AS REQUESTED SERVICES	A	B	C	D	E	F	G
	Staffing	OT Hourly Rate	Annual Estimated Number of OT Hours	Calculated Annual OT Hours (B X C)	Holiday Hourly Rate	Annual Estimated Number of Hours to be Worked on a Holiday	Calculated Annual Number of Work Holidays (E X F)
	OBM III	\$	2	\$	\$	24	\$
	OBM II	\$	2	\$	\$	24	\$
	CE	\$	23	\$	\$	240	\$
	SE	\$	24	\$	\$	660	\$
	UE	\$	2	\$	\$	24	\$
Combined Calculated Annual OT Hours (Sum of Column D)				\$	Combined Calculated Annual Holidays Worked (Sum of Column G)		\$

Year 2 – Table C

<b>Year 2 Combined Calculated Annual Amount</b> (Combined Calculated Annual Amount, Combined Calculated Annual OT Hours and Combined Calculated Holidays Worked)	\$
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**COST SHEET  
(YEAR 3)****Year 3 – Table A**

<b>REQUIRED SERVICES</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
	Staffing	Annual Number of Hours to Be Worked	Hourly Rate	Annual Amount (B X C)	Number of Positions	Calculated Annual Amount (D X E)	Calculated Monthly Amount* (F divided by 12)
	OBM III	1,981	\$	\$	1	\$	\$
	OBM II	1,981	\$	\$	3	\$	\$
	CE	1,981	\$	\$	4	\$	\$
	SE	1,981	\$	\$	15	\$	\$
	UE	1,981	\$	\$	4	\$	\$
	<b>Combined Calculated Annual Amount (Sum of Column F)</b>					<b>\$</b>	

\* This is the monthly amount Contractor can invoice for required services

**Year 3 – Table B**

<b>AS REQUESTED SERVICES</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
	Staffing	OT Hourly Rate	Annual Estimated Number of OT Hours	Calculated Annual OT Hours (B X C)	Holiday Hourly Rate	Annual Estimated Number of Hours to be Worked on a Holiday	Calculated Annual Number of Work Holidays (E X F)
	OBM III	\$	2	\$	\$	24	\$
	OBM II	\$	2	\$	\$	24	\$
	CE	\$	23	\$	\$	240	\$
	SE	\$	24	\$	\$	660	\$
	UE	\$	2	\$	\$	24	\$
		<b>Combined Calculated Annual OT Hours (Sum of Column D)</b>		<b>\$</b>	<b>Combined Calculated Annual Holidays Worked (Sum of Column G)</b>		<b>\$</b>

**Year 3 – Table C**

<b>Year 3 Combined Calculated Annual Amount</b> (Combined Calculated Annual Amount, Combined Calculated Annual OT Hours and Combined Calculated Holidays Worked)	<b>\$</b>
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**COST SHEET  
(SUMMARY)****Year 1 – Table C**

<b>Year 1 Combined Calculated Annual Amount</b> (Combined Calculated Annual Amount, Combined Calculated Annual OT Hours and Combined Calculated Holidays Worked)	\$
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**Year 2 – Table C**

<b>Year 2 Combined Calculated Annual Amount</b> (Combined Calculated Annual Amount, Combined Calculated Annual OT Hours and Combined Calculated Holidays Worked)	\$
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**Year 3 – Table C**

<b>Year 3 Combined Calculated Annual Amount</b> (Combined Calculated Annual Amount, Combined Calculated Annual OT Hours and Combined Calculated Holidays Worked)	\$
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<b>Combined Calculated Three Year Amount</b> Combined Calculated Annual Amounts of Year 1, Year 2 and Year 3	\$
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NOTE: Bid amount must include all applicable benefits and/or prevailing wages if required by law to do so.

SAMPLE  
**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

AGREEMENT NUMBER

**3180517**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

**Department of General Services**

CONTRACTOR'S NAME

2. The term of this Agreement is: through
- 
- Or upon approval by DGS/OLS, whichever is later

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.

Exhibit A – Scope of Work	20 pages
Exhibit A, Attachment 1 – Potential Project Locations	2 pages
Exhibit A, Attachment 2 – Confidentiality Agreement	1 page
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit B, Attachment 1 – Cost Sheet	3 page
Exhibit C* – General Terms and Conditions	GTC 610
Exhibit D – Special Terms and Conditions	4 pages

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

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

**CONTRACTOR**

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

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

**Department of General Services**

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

*California Department of General  
Services Use Only*☐ Exempt per:

**EXHIBIT A****SCOPE OF WORK**

The State of California, Department of General Services (DGS), Real Estate Services Division (RESA), Building and Property Management (BPM) is charged with maintaining state owned property pursuant to Government Code Section 14685(a), which authorized DGS to establish rules and regulations for the government and maintenance of state buildings and grounds. BPM is procuring staffing services for various Bay Region facilities described and identified herein .

**1. PROJECT SUMMARY**

- A. The ...*insert Contractor's Name...* (Contractor) shall provide upon demand skilled labor with knowledge, skills, abilities and experience suitable to perform the functions of State of California job classifications to include Office Building Manager III, Office Building Manager II, Chief Engineer, Stationary Engineer, and Utility Engineer.
- B. All Chief Engineer and Stationary Engineer provided by Contractor under this contract shall have completed a verifiable, approved apprenticeship program or equivalent Journeyman Stationary Engineer certification program, with a minimum of four (4) years supervisory experience.
- C. Although the Contractor is not considered a State Civil Servant employee, in their capacity they will need to perform their services in accordance with the rules, policies and guidelines of the State. Resources for rules, policies and guidelines include, but is not limited to, the below list, including any available known links:
- State Administrative Manual (SAM)  
<http://sam.dgs.ca.gov/TOC.aspx>
  - Department of General Services Manual\*  
<http://inside.dgs.ca.gov/osprr/dgsmanual/toc.aspx>
  - American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)  
<http://www.ashrae.org/standards-research—technology/standards—guidelines>
  - BPM Branch Directives\*  
<http://inside.dgs.ca.gov/resd/bpm/bpmbranchdirectives.aspx>
- \*This site cannot be accessed; a copy of the directives can be requested by contacting the OBAS acquisition analyst identified on the Notice to Prospective Bidders.
- D. Contractor shall provide services as described herein. Services will be performed at various Bay Region project locations, as provided in Exhibit A, Attachment 1. BPM reserves the right to amend the contract to add or eliminate positions and locations of work in the Bay Region as required.

**2. PROJECT REPRESENTATIVES**

State:	Department of General Services, Real Estate Services Division Building and Property Management Branch
Name and Title:	To Be Entered (TBE)
Address:	
City, State, Zip:	
Phone:	
E-Mail	

Contractor:	To Be Determined (TBD)
Name and Title:	
Address:	
City, State, Zip:	
Phone:	
E-Mail	

**3. WORK HOURS AND DAYS OF THE WEEK**

Work shall be scheduled and performed between the hours of 7:00 a.m. to 5:00 p.m., Monday through Saturday and as needed for emergencies – including State Holidays. In the event working hours and/or work days need to be adjusted, the changes must be approved in writing, by the Building Manager, prior to this work taking place. Any unapproved hours of work will be considered performed at the Contractor's own expense.

**4. MANDATORY CERTIFICATIONS**

- A. Upon award of the IFB the Contractor will be required to supply the following:
- i. Chief Engineer and Stationary Engineer must possess current Environmental Protection Agency (EPA), Universal Chlorofluorocarbons (CFC) Certification.
  - ii. Certificates showing the completion of verifiable apprenticeship programs, trade school or community college credits. These must be obtained by having on-the-job training equivalent to 4 years or 8000 hours, supplemented by related technical instruction on boilers, air conditioning and refrigeration, automatic controls, general maintenance and plant management equivalent to 8 semesters or 792 class room hours.

**6. SPECIFICATIONS**

- A. The Contractor shall provide staff to work one (1) 8-hour per day shift, with no more than forty (40) hours per week, alongside the BPM staff. Overtime may be required, as needed. Some staff will be required to work alternate schedules in order to ensure continuous safe operation of State properties.
- B. Contractor's labor shall report to the State's appointed designed representative prior to beginning of each day of work and upon completion of each day of work, for reporting and

approval of assigned work and upon completion of each day of work, for reporting and approval of assigned work.

- C. Emergency response is required, and twenty-four (24) hour emergency dispatching service will be available to the State seven (7) days per week throughout this contract. The States designated representative will have the authority to authorize overtime and Holiday services, not the Contractor. Contractor's employees shall respond to emergency calls from the State within two (2) hours by phone or remote diagnostics and if deemed necessary by the State and Contractor within four (4) hours onsite. Overtime Hourly rates identified in Exhibit B, Attachment 1, Cost Sheet will apply.

## **7. DESCRIPTION OF PERSONNEL SERVICES**

### **A. OFFICE BUILDING MANAGER III**

The incumbent coordinates work of building operations including building maintenance of a large staff engaged in the maintenance, custodial operations, upkeep and other services for the State-owned and occupied building and grounds. The staff may include subordinate building managers, skilled crafts supervisors, stationary engineers, administration staff and custodian supervisors. The work is performed in order to provide preventive maintenance and repairs as needed to the building systems needed as specified herein. Maintain and repair all building systems in accordance with published guidelines as set forth in Sections 14600 through 14973 of the Government Code, the Department of General Services (DGS), Division of the State Architect (DSA) Excellence in Public Building Initiative, and the Building Owners and Managers Association (BOMA) industry standards. The incumbent applies sustainable (environmentally safe) work practices in the operation and maintenance of all building systems and equipment.

#### **1) OFFICE BUILDING MANAGER III ESSENTIAL FUNCTIONS**

In order to safely operate and maintain facilities and a healthy and safe environment for all staff and the general public and to preserve the value of the State's investment as mandated by and in accordance with the Government Code, State Administrative Manual (SAM), DGS/DSA Excellence in Public Buildings Initiative, DGS, Real Estate Services Division (RESA) established guidelines, BOMA industry standards, using verbal and written communication through the various supervisors in charge of rank and file staff, the incumbent performs the following essential functions:

- a. Develops and maintains a comprehensive preventive maintenance program that complies with the manufacturers operating and maintenance manual recommendations using Microsoft Office and Maximo.
- b. Directs implementation of the preventive maintenance program by training and directing subordinate staff using training manuals, Microsoft PowerPoint, on-the-job training, classroom, and written and verbal instructions.
- c. Monitors the testing of all facility back-up systems using regularly scheduled Maximo work tickets and reports.
- d. Oversees and coordinates the planning, contracting, and total completion of alterations performed for customers; develop and evaluate alternatives for customer projects; make presentations to customers; assist customers in decisions on funding of projects.
- e. Oversees that all supplies and equipment are adequately maintained through inventory management practices using various inventory control tools. These tools may include handwritten inventory sheets; computer generated inventory sheets; software inventory programs including Maximo and purchase order requests.
- f. Ensure compliance with the Government Code and the Excellence in Public Building Initiative by following the Building and Property Management (BPM) Operations Manual, operating manuals and manufacturer specifications.
- g. Implements and oversees the maintenance, repair services, engineering and trades services.

- h. Implements and oversees the administrative/fiscal programs and security programs
- i. Implements and oversees the designed building functions including the Building Management System (BMS) automation systems, fire life safety system, security systems, structural systems and interior finishes.
- j. Prepares and updates annually, a business operations plan using Maximo, Microsoft Office, and Activity Based Management System (ABMS) to provide the groundwork for building operations and periodic activities reporting as outlined in the RESD/BPM Strategic Plan.
- k. Prepares written monthly activities statements with problem analysis and resolution recommendations using Microsoft Office to record if building operational plan is meeting goals and objectives.
- l. Conducts ongoing emergency response training for building tenants and DGS staff using training manuals and interactive discussion to ensure emergency preparedness for the facility.
- m. Oversees the work of multi-trades personnel to insure that preventive maintenance, remedial maintenance and tenant improvement projects are completed in a professional and timely manner.
- n. Writes reports, contracts, and specifications as required to insure safety building methodology is in compliance with appropriate codes.
- o. Provides project management services to customers to insure timely and accurate project completion.
- p. Manage and administer the unit's annual budget in accordance with the Department of Finance (DOF) guidelines, SAM Section 3500, Purchasing, and DGS Manual Sections 1004-1005, Budget and Fiscal, using Microsoft Office and ABMS.
- q. Tracks expenditures and project cost variances to maintain budgeted parameters for current fiscal reporting years and succeeding fiscal year's operational and 5-year Special Repairs Plan.
- r. Prepares and monitors written analysis of expenditures to ensure appropriate spending of approved budgeted amounts.
- s. Oversees subordinate supervisor's analysis by reviewing their costs in order to seek ways to control and reduce square footage costs as compared to BOMA expense comparisons for government facilities.
- t. Directs the requisition, receipt, active and inactive inventory, and distribution of supplies, tools, and equipment through subordinate supervisors to accomplish sound fiscal and procurement practices.
- u. Maintain an accurate reporting to the State Controller's Office (SCO) for issuance of correct payroll warrants of subordinate staff's time or accurate reporting to the Office of Fiscal Services (OFS) for the billing of services for clients through the use of the Project Accounting & Leave (PAL) system in accordance with DGS policies and guidelines, MOU provision and State Personnel Board or Department of Personnel Administration laws and rules, and effectively manage and direct subordinate staff in accordance with established Equal Employment Opportunity and personnel policies, rules and regulations.
- v. Grants or denies subordinate staff request for time off or requests to work overtime.
- w. Ensures subordinate staff has sufficient leave credits available for the requested leave.



- x. Oversees supervisors who enter subordinate's time in PAL system, i.e., time charged to projects, leave usage, approved leave without pay (dock or NDI), Absence without Leave (AWOL), etc.
- y. Approves PAL entries for subordinate staff on dock or AWOL on or before the designated SCO's semi-monthly or monthly payroll cut-off date in order to ensure issuance of a SCO warrant for pay day.
- z. Effectively manage, coach, and direct subordinate staff in accordance with DGS constructive intervention process, Office of Legal Services direction, and established personnel, equal employment opportunity, and MOU provisions, policies, rules, and regulations.
- aa. Identifies performance expectations utilizing conveying expectations to employees via written and verbal communication/direction, probationary reports and/or Individual Development plans.
- bb. Monitors performance through various production documents, supervisor's daily reports, personal observations, and by following-up with employee to ensure that performance expectations are being met.
- cc. Provides feedback to employees on performance noting exceptional performance as well as areas of improvement through regular discussions.
- dd. Sustains employee performance using the departmental constructive intervention and progressive discipline principles and processes.
- ee. Prepares daily, weekly and monthly management unit reports to Regional Manager using established BPM forms and report formats.
- ff. Reports progress of constructive discipline processes advising Regional Manager when adverse action steps are to be pursued ensuring all appropriate documentation is adequately prepared to proceed with actions.
- gg. Follows the BPM's Request for Personnel Action (RPA) process for advertising and recruitment of vacant or new positions.
- hh. Reviews the duty statement and organizational chart provided by the Personnel Liaison (PL) for accuracy on the specific position being recruited.
- ii. Posts the Employment Opportunity Bulletin (aka JOB) and the Local Post & Bid (P&B) form, if applicable, at the work sites of your employees.
- jj. Conducts hiring interviews after verifying eligibility with the Office of Human Resources' (OHR) staff.
- kk. Advises all appropriate personnel of candidate selection/proposed hire securing departmental approvals, ensuring pre-hiring requirements (documents) are completed and cleared by OHR, and proposed start date has been communicated to OHR through telephone or email communication.
- ll. Ensures subordinate staff properly processes new hire or separation/transfer paperwork.
- mm. Preserve the integrity of building design, maintain timeliness of schedule and quality control, and protect the State's investment and customer's ability to operate programs in accordance with the DGS Manual, SAM, RESD/BPM Strategic Plan, and the Excellence in Public Buildings Initiative.
- nn. Acts as the primary BPM delegate coordinating accessibility or providing information to either assist customers in finding solutions to real estate needs or by working in conjunction with other operational branches or professional services in the planning, design, space alteration and construction-related activities and asset-managed buildings to facilitate a smooth construction process.

- oo. Reviews job scope and plans, specifications and change orders, and monitors their progress through subordinate supervisors, technical staff, and contract specifications or in conjunction with the Professional Services Branch and/or Project Management Branch.
- pp. Makes qualified 5-year Special Repairs recommendations to BPM Executives and Fiscal Management Unit as part of the annual budget preparation by preparing and submitting Capital Outlay Special Repair Update Sheets, Energy Efficiency Measures Tier I/II lists, and Sustainable Buildings Measures Tier I/II lists.
- qq. Manages approved Special Repairs projects, providing monthly, weekly and daily status reports to the Regional Manager, by coordinating team efforts of the RESD Branches using applicable real estate industry standards and principles in defining job scope, planning, designing, procuring, and contracting.
- rr. Maintains cooperative team relations by facilitating ongoing interaction with other RESD units and/or branches responsible for elements of project completion, Contractors, building staff and tenants during project construction.
- ss. Proactively participates in resolution of project problems by holding regular tenant and project meetings, and researching industry standards and recommending solutions.
- tt. Responds promptly to emergencies via telephone and personal visits to the property or area to assess overall damage caused by emergency event(s) and to ensure damage mitigation and effects organized, prompt and timely repair.
- uu. Maintain a safe and healthful environment for the benefit of all employees and the public, under the direction of the Regional Manager and BPM Environmental Safety and Health Unit (ESHOP), in accordance with the rules, regulations and guidelines set forth in the Occupational Safety and Health Administration (OSHA), Safety Training, Injury and Illness Prevention Program (IIPP) (Title 8), and Workers' Compensation (Title 8).
- vv. Ensures compliance in handling of hazardous materials, injury and illness prevention, asbestos awareness, blood born pathogens and use of environmental safeguards by attending ESHOP organized training classes.
- ww. Directs subordinate staff in the administration of health and safety programs pertaining to air toxics, emissions, CFCs; asbestos; PCBs, pesticides, hazardous wastes; safety training, injury and illness prevention (Title 8), and workers' compensation by inspecting physical work locations and evaluating workplace hazards and promoting IIPP objectives.
- xx. Ensures that IIPP plans are updated and that records and reports are properly completed by coordinating with the designated Branch or Unit Safety Coordinator.
- yy. Leads team and acts as the Safety Coordinator in developing, executing and training the tenants in the plans for Emergency Response; Disaster Recovery; Continuity of Business Plan; and Hazardous Materials and Waste Manifest by creating and/or conducting regularly scheduled emergency response team meetings in accordance with published guidelines and CHP and DGS guidelines.
- zz. Collaborates with and directs staff to comply with routine building inspections of all areas and completion of periodic reports by written and verbal communication.
- aaa. Directs staff in the performance of biannual asbestos inspections, and distribute annual asbestos notifications to tenants via mail, e-mail and/or personal delivery by providing written procedures and/or training.

- bbb. Oversees that the appropriate staff is asbestos trained and medically certified by maintaining training records and/or written certification from ESHOP verification obtained by immediate supervisors.
- ccc. Directs payment by having ABMS service orders completed and invoices properly processed in accordance with DGS Fiscal Services for hazardous waste taxes, fees and permits in compliance with EPA laws in order to prevent fine assessments.
- ddd. Coordinates prompt correction of potential OSHA violations by issuing correction guidelines using Maximo work tickets or contract services in order to provide a safe building environment and prevent assessment of costly fines.

## 2) OFFICE BUILDING MANAGER III KNOWLEDGE AND ABILITIES:

- a. Contractor's Office Building Manager III must have knowledge of:
  - i. Methods used in caring for a group of large public buildings and grounds.
  - ii. Modern methods of heating, lighting, and ventilating large buildings.
  - iii. Repair and operation of various types of building equipment.
  - iv. Materials and supplies used in construction, alteration, and maintenance of buildings and grounds and methods used in requisitioning, receiving, checking, storing, and issuing them.
  - v. Requirements, methods and practices of the common trades and crafts.
  - vi. Methods and practices of custodial operations in large office buildings.
  - vii. Principles of personnel management and effective supervision and delegating work programs to subordinates and following up on their compliance.
  - viii. Department's equal opportunity program.
  - ix. A manager's role regarding equal opportunity and the processes available to meet equal employment objectives.
- b. Contractor's Office Building Manager III must have ability to:
  - i. Read and write English at a level required for successful job performance.
  - ii. Delegate work programs to subordinates and follow up on their compliance.
  - iii. Maintain discipline over a large maintenance, repair, and custodial staff.
  - iv. Read and interpret plans, drawings, and specifications.
  - v. Estimate the cost of materials and labor involved in making alterations.
  - vi. Plan maintenance schedules.
  - vii. Prepare reports and budget recommendations.
  - vii. Resolve controversial situations in connection with work responsibilities, space allocations and relations with others.
  - ix. Analyze situations accurately and take effective action.
  - x. Effectively contribute to the department's equal opportunity objections.

## 3) OFFICE BUILDING MANAGER III INTERPERSONAL SKILLS:

- a. Work well with a team; motivate staff; deliver high quality customer service; maintain good working relationships; communicate information, both verbally and in writing, in a clear and concise manner.
- b. Display efficiency, effectiveness, conscientiousness and professionalism.
- c. Collaborates with and directs staff to comply with routine building inspections of all areas and completion of periodic reports by written and verbal communication.

- d. Directs staff in the performance of biannual asbestos inspections, and distribute annual asbestos notifications to tenants via mail, e-mail and/or personal delivery by providing written procedures and/or training.
- 4) OFFICE BUILDING MANAGER III'S WORK ENVIRONMENT, PHYSICAL OR MENTAL ABILITIES:
- a. Work in a low-rise (6 floors and lower) to a high-rise (7 floors and higher) office-building environment.
  - b. Professional office environment.
  - c. Wear appropriate business attire for the work environment.
  - d. Occasional exposure to mechanical equipment open and confined spaces.
  - e. Occasional exposure to noisy work areas, equipment or machinery.
  - f. Willingness to work in any regional location and to work hours necessary to mitigate a building emergency, meet deadlines or complete tasks.
  - g. Typical work activities involve frequent and prolonged periods of standing, walking extended distances, bending, stooping, kneeling or squatting while performing duties.
  - h. May climb stairs and/or ladders.
  - i. Reach or stretch by extending hand(s) or arm(s) in any direction.
  - j. Moves about and works in confined spaces.
  - k. Drive a State vehicle to field locations.
  - l. Make prompt decisions and meet ever-changing deadlines.
  - m. Multi-task.

B. OFFICE BUILDING MANAGER II

The incumbent plans the work of a large staff engaged in the maintenance, custodian operations, upkeep and other services for the State-owned and occupied building and grounds. The staff may include skilled crafts supervisors, stationary engineers, and custodian supervisors. The work is performed in order to maintain and repair all building systems in accordance with published guidelines as set forth in Sections 14600 through 14973 of the Government Code, the Department of General Services (DGS), Division of the State Architect (DSA) Excellence in Public Building Initiative, and the Building Owners and Managers Association (BOMA) industry standards.

1) OFFICE BUILDING MANAGER II ESSENTIAL FUNCTIONS

The Office Building Manager II will provide customer service in directing guidelines to the subordinate staff following the DGS/RES/D/SA policies, strategic plans and manuals to ensure preservation of the state's investment:

- a. Oversees BP) program services to maintain State owned buildings in order to deliver effective high quality services to occupant/customer.
- b. Implement maintenance and repair services including but not limited to cleaning, grounds care, trades/crafts, security/guard, HVAC, automation systems, structural systems and interior finishes to ensure preservation of the State's investment.
- c. Promotes and ensures customer satisfaction by overseeing service delivery to provide productive business environments for staff and occupants.

- d. Prepares written operational plans for the buildings and its grounds to provide efficient and effective administrative, fiscal, engineering/trades, custodial and security programs.
- e. Resolves operational problems related to the buildings and its grounds to maintain a healthy and safe environment for all staff, customers and the public.
- f. Ensures delivery of construction warranties of new building(s) and related systems by formal and timely written notice to Contractors when corrections are needed to ensure suitable operations of designed construction.
- g. The Office Building Manager II assists in preparing the Units annual budget to analyze past year's expenditures to accurately project both succeeding year's operational and 5-year Special Repairs plans:
  - i. Monitors expenditures to ensure appropriate spending of Department of Finance approved budgets. Analyzes costs and oversees subordinate supervisor's analysis of costs to seek ways to control and reduce square footage costs as compared to BOMA expense comparisons for government facilities.
  - ii. Directs the requisition, receipt and distribution of supplies, tools, and equipment to accomplish buildings and grounds work in accordance with DGS procurement laws and guidelines. Reviews all financial reports, including expenses and personal services providing variance explanations to demonstrate diligence in controlling allocated budget funds.
  - iii. Utilizes an accounting database for reporting and time recording systems, ABMS, Maximo, MS Office and other related software programs to provide written summaries of budget reviews to BPM Regional Manager.
- h. In order to maintain an accurate reporting to the State Controller's Office (SCO) for issuance of correct payroll warrants of subordinate staff's time or accurate reporting to the Office of Fiscal Services (OFS) for the billing of services for clients through the use of the Project Accounting & Leave (PAL) system in accordance with DGS policies and guidelines, MOU provision and State Personnel Board or Department of Personnel Administration laws and rules, and effectively manages and directs subordinate staff in accordance with established Equal Employment Opportunity and personnel policies, rules and regulations:
  - i. Grants or denies subordinate staff request for time off or requests to work overtime.
  - ii. Ensures subordinate staff has sufficient leave credits available for the requested leave.
  - iii. Oversees supervisors who enter subordinate's time in PAL system, i.e., time charged to projects, leave usage, approved leave without pay (dock or NDI), Absence without Leave (AWOL), etc.
  - iv. Approves PAL entries for subordinate staff on dock or AWOL on or before the designated SCO's semi-monthly or monthly payroll cut-off date in order to ensure issuance of a SCO warrant for pay day.
  - v. Approves or disapproves PAL entries for subordinate staff within three (3) working days after the completion of the pay period. This is to ensure the correct issuance of a SCO warrant that is returned to SCO for late dock, issuance of correct overtime pay due to an employee and proper billing to clients for services rendered.
- i. In order to effectively manage, coach, and direct subordinate staff in accordance with DGS constructive intervention process, Office of Legal Services direction, an

established personnel, equal employment opportunity, and MOU provisions, policies, rules and regulations:

- i. Identifies performance expectations utilizing probationary reports and/or Individual Development plans and convey expectations to the employee via written and verbal communication/direction.
- ii. Monitors performance through various production documents, supervisor's daily reports, personnel observations, and by following-up with employee to ensure that performance expectations are being met.
- iii. Provide feedback to employees on performance noting exceptional performance as well as areas of improvement through regular discussions.
- iv. Sustain employee performance using the departmental constructive intervention and progressive discipline principles and processes.
- j. Prepares daily, weekly and monthly management unit reports to Regional Manager using established BPM forms and report formats.
- k. In order to avoid the loss of coded budgeted positions and to maintain adequate staffing levels for maintenance, engineering, grounds or custodial operations in accordance with Section 14699 through 14973 of the Government Code, the Excellence in Public Building Initiative, and Building Office Management Association (BOMA) industry standards:
  - i. Follows the BPM's Request for Personnel Action (RPA) process for recruitment of vacant or new positions.
  - ii. Reviews the duty statement and organizational chart provided by the Business Operations Policy & Planning (BOPP) Personnel Liaison (PL) for accuracy on the specific position being recruited.
  - iii. Posts the Employment Opportunity Bulletin (aka JOB) and the Local Post & Bid (P&B) form, if applicable, at the work sites of your employees.
  - iv. Conducts hiring interviews after verifying eligibility with the Office of Human Resources' (OHR) staff.
  - v. Advises all appropriate personnel of candidate selection/proposed hire securing departmental approvals, ensuring pre-hiring requirements (documents) are completed and cleared by OHR, and proposed start date has been communicated to OHR through telephone or email communication.
- l. The Office Building Manager II coordinates on behalf of building/tenant alterations and capital improvements/special repairs:
  - i. Reviews plans, specifications, change orders and monitors their progress to ensure quality control of building standards to preserve the integrity of asset design thereby protecting the State's and occupant's investment.
  - ii. Maintains cooperative team relations with other RESD units responsible for elements of project completion, Contractors, building staff, and tenants during project construction.
  - iii. Proactively participates to resolve project problems in order to maintain timeliness of schedule and quality control to promote good tenant experience.
- m. Responds promptly to emergencies via telephone and personal visits to the property or area to assess overall damage caused by emergency event(s) and to ensure damage mitigation by organized, prompt and timely repair.
- n. Coordinates and directs disaster recovery plans to return building and occupant operations to avoid building shutdowns.

- o. The Office Building Manager II administers health and safety programs to comply with laws and regulations, including, but not limited to:
  - i. Air toxins, emissions, CFC's (AB 2588); Asbestos (AB 3713); Pesticides, hazardous wastes (PCB's); Safety training (AB 2189); Injury and illness prevention (IIPP); Worker's Compensation (Title 8 and SB 198.)
  - ii. Collaborates with the Department of Industrial Relations, Occupational Health and Safety Administration Division (OSHA) to do thorough routine inspections of all state and privately owned buildings for safety requirements.
  - iii. Directs staff on asbestos regulation requirements.
  - iv. Prepares and implements plans for Emergency Response, Disaster Recovery and Business Resumption, Hazardous Materials and Waste Manifest to enact prompt mitigation responses upon immediate notice.
  - v. Interprets and notifies staff and/or occupants of newly established law requirements.
- p. Modifies written maintenance/operational processes, record keeping and reporting to ensure proper training for all staff.

## 2) OFFICE BUILDING MANAGER II KNOWLEDGE AND ABILITIES:

- a. Contractor's Office Building Manager II must have knowledge of:
  - i. Methods of caring for large public buildings and grounds.
  - ii. Repair and operation of various types of building equipment.
  - iii. Kind, quality, and amount of material and supplies used in building and ground maintenance and Methods used in requisitioning, receiving, checking, storing, and issuing them.
  - iv. Modern methods of heating, lighting, cleaning and ventilating large buildings.
  - v. Requirements, methods, and practices of the common trades and crafts.
  - vi. Principles of personnel management and effective supervision.
  - vii. Department's Equal Employment Opportunity (EEO) objectives; a manager's role in the Equal Employment Opportunity program and the processes available to meet Equal Employment Opportunity objectives.
- b. Contractor's Office Building Manager II must have ability to:
  - i. Read and write English at a level required for successful job performance.
  - ii. Maintain discipline over a large maintenance, repair and custodial staff.
  - iii. Read and interpret plans, drawings, and specifications.
  - iv. Estimate the cost of materials and labor involved in making alterations.
  - v. Maintain records and prepare concise reports.
  - vi. Maintain cooperative relations with building occupants.
  - vii. Analyze situations accurately and take effective action.
  - viii. Effectively contribute to the department's Equal Employment Opportunity objectives.

## 3) OFFICE BUILDING MANAGER II INTERPERSONAL SKILLS:

- a. Work well with a team; motivate staff; deliver high quality customer service; maintain good working relationships; communicate information, both verbally and in writing, in a clear and concise manner.

- b. Display efficiency, effectiveness, conscientiousness and professionalism.
- 4) OFFICE BUILDING MANAGER II'S WORK ENVIRONMENT, PHYSICAL OR MENTAL ABILITIES:
- a. Work in low-rise (6 floors and lower) to high-rise (7 floors and higher) office building environment.
  - b. Business office environment.
  - c. Wear appropriate business attire for the work environment.
  - d. Occasional exposure to mechanical equipment open and confined spaces.
  - e. Occasional exposure to noisy work areas, equipment or machinery.
  - f. Willingness to work in any regional location and to work hours necessary to mitigate a building emergency in order to meet deadlines or complete required tasks.
  - g. Typical work activities involve frequent and prolonged periods of standing, walking extended distances, bending, stooping, kneeling or squatting while performing duties.
  - h. May climb stairs and/or ladders.
  - i. Reach or stretch by extending hand(s) or arm(s) in any direction.
  - j. Move about and work in confined spaces.
  - k. Make prompt decisions and meet ever-changing deadlines.
  - l. Broad understanding of real estate principles and business management.
  - m. Ability to multi-task and meet required deadlines.

C. CHIEF ENGINEER

Under the direction of the Office Building Managers or State's appointed designed representative the Contractor's Chief Engineer shall direct and supervise the work of Contractor's Stationary Engineers on the operation, maintenance and repair of the following systems in the Bay Region:

- Fire Life Safety Systems
- Energy Management Systems
- Access Control Systems
- Heating ventilation and air-conditioning (HVAC).
- Electrical, lighting and power
- Mechanical
- Plumbing
- Water and water treatment

Work under this Contract shall include performance of all necessary scheduled maintenance as outlined on the equipment list provided by the State and detailed below. Contractor's employees will be required to carry either radios or cell phones while on the job.

1) CHIEF ENGINEER'S ESSENTIAL FUNCTIONS

- a. Monitors work on all building systems following published guidelines and industry standards, using Microsoft Office and/or Maximo. Tracks warranties and accurately records status by making detailed notes.



- b. Tracks and reviews all Building systems' permits. Organizes and maintains equipment records, files and technical listings on equipment. Maintains supply, products, tools and equipment inventories following Procurement, State Administrative Manual (SAM), Building and Property Management (BPM) and Department of General Services (DGS) guidelines and industry standards.
- c. Determines supply, product, tool and equipment needs according to system specifications.
- d. Gathers prices and makes comparisons using catalogs, the Internet, vendor and supplier prices and estimates. Recommends appropriate purchases according to comparisons.
- e. Completes and submits requisitions for supplies, and parts necessary for the and maintenance of the Bay Region's heating, ventilating, air conditioning, plumbing, electrical, and all other related systems. Obtains Building Manager's or State's designated representative approval as dictated by purchasing guidelines.
- f. Personally performs weekly inventory by doing a physical and visual shelf count.
- g. Records inventory count in Microsoft Office and/or Maximo database
- h. Plans, assigns and supervises work of the Contractor's engineering staff, engaged in the operation and maintenance of heating, ventilating, air conditioning, plumbing, electrical, building automated control, mechanical and all other related building systems.
- i. Plans, assigns and supervises the Contractor's engineering staff work in the operation and maintenance of the facilities.
- j. Administers special repairs and projects related to the operations and maintenance from installation to completion.
- k. Inspects and ensures that facilities, equipment rooms, work areas, equipment and tools are operational, clean, orderly, and safe.
- l. Prepares reports related to the operations and maintenance of the building and maintains record keeping, in order to perform administrative functions per DGS Guidelines.
- m. Provides and performs technical training for staff members. Identify staff training needs through assessment based on building's operational and maintenance requirements. Report any problems regarding the operation and maintenance issues to Building Manager or State's designated representative for investigation and resolution.
- n. Submit time entries for the Contractor staff within three (3) working days after completion of the pay period, to ensure the correct issuance of monthly payroll invoices, issuance of correct overtime pay, and proper billing to the State for services rendered.

## 2) CHIEF ENGINEER'S KNOWLEDGE AND ABILITIES:

- a. Contractor's Chief Engineer must have knowledge of:
  - i. Boilers and auxiliary boiler room equipment.
  - ii. Heating, lighting, ventilating, air conditioning, power and refrigeration.
  - iii. Building electric and pneumatic controls.
  - iv. Water analysis and water/chemical treatment.

- v. Mechanical or electrical equipment and methods, tools, materials and equipment used in the operation and maintenance of such equipment.
  - vi. Safety Orders of the California Division of Occupational Safety and Health (CAL/OSHA) applying to heating, electrical, and other related mechanical equipment.
  - vii. Principals of effective supervision.
  - viii. Fire, Life, Safety systems to include proper responses to system alarms.
  - ix. NFPA 70 Requirements w/ electrical service and proper safety procedures.
  - x. Building Emergency Response Situations.
- b. Contractor's Chief Engineer must have the ability to:
- i. Direct the work of installing, operating, and maintaining heating, ventilating, refrigeration and air-conditioning, Building Automated Control and all other related systems.
  - ii. Lead the work of the Contractor's engineering staff and keep accurate records.
  - iii. Prepare operation and maintenance reports and act quickly in emergencies.
- 3) CHIEF ENGINEER'S INTERPERSONAL SKILLS:
- a. Ability to maintain required and/or flexibility in assignments.
  - b. Ability to organize time efficiently and set effective priorities.
  - c. Ability to display good interaction skills.
- 4) CHIEF ENGINEER'S WORK ENVIRONMENT, PHYSICAL OR MENTAL ABILITIES:
- a. Ability to stand for extended periods of time or walk extended distances.
  - b. Ability to climb stairs and ladders.
  - c. Ability to reach or stretch by extending hand(s) or arm(s) in any direction.
  - d. Ability to bend, stoop and kneel.
  - e. Ability to lift up to 50 pounds.
  - f. Ability to move about and work in confined spaces.
  - g. Ability to reach high spaces by climbing.

D. STATIONARY ENGINEERS

Under the direction of the Chief Engineer, the Contractor's Stationary Engineers duties shall include, but are not limited to, the operation and maintenance of the following building systems in the Bay Region:

- Fire Life Safety System
- Energy Management System
- Access Control Systems.
- Heating ventilation and air-conditioning (HVAC)
- Electrical, lighting and power
- Mechanical
- Plumbing
- Water and water treatment
- NFPA 70 Procedures
- First to Response to Emergency Situations

Work under this Contract shall include performance of all necessary scheduled maintenance as outlined on the equipment list provided by the Building Manager, and as detailed below

1) STATIONARY ENGINEERS' ESSENTIAL FUNCTIONS

- a. Monitoring and maintaining of heating and ventilating systems, including supply and return fans, above the ceiling fan coils system, heat exchanges, pumps, compressors, coils, air filters, valves, dampers, thermostats, instruments, controls and other system components of the individual buildings.
- b. Monitoring and maintenance of air conditioning systems, including chillers, pumps, valves, instruments, controls, cooling towers and their pumps and controls, and any other system components of the individual buildings
- c. Monitoring and maintenance of air compressors their proximate accessories, auxiliaries, valves and controls.
- d. Water treatment of closed and open loops to include: heating water, chilled water and cooling towers.
- e. Response to Fire, Life, Safety Alarms and Drills.
- f. Responding to work requests from the Chief Engineer or Building Manager work tickets, or daily assignments.
- g. Shall submit completed work tickets to the Chief Engineer for Maximo close-out and report unusual equipment operation conditions, and any unsafe conditions encountered in the performance of the required work to the Chief Engineer.
- h. Shall maintain cooperative and helpful business interactions with the customers.
- i. Will be responsible for all keys, tools, and equipment in their possession and will be held responsible for any loss or damage. In the performance of the foregoing tasks, skill is presumed in the use of common hand and power tools, as well as occasional use of special equipment, including gas and/or arc welder.
- j. Completes watch tours by visual inspection of all building systems and equipment requiring walking, climbing stairs, entering small spaces and noisy spaces.
- k. Records findings in manual Watch Tour Log.
- l. Recommends and takes appropriate action on repairs by evaluating functionality of equipment and systems.
- m. Calibrates and repairs automated building systems by physically aligning setting within design parameters.
- n. Programs automated buildings systems through software application (i.e., Alerton Bac-Talk).
- o. Administers and organizes files and database by backing up files and debugging database related to the various building systems.
- p. Responds to service requests as submitted by tenants or BPM staff by following BPM guidelines and warranty requirements and reports results to Building Manager or Chief Engineer, as appropriate.
- q. Responds and effects repairs to office comfort calls and common area calls, as needed, by going to the physical site and adjusting thermostats, repairing electrical outlets, replacing lights, adjusting mechanical and/or electrical doors, fixing leaky sinks, clearing stuck flush valves, unplugging toilets and performing other simple and/or routine repair, comfort and convenient needs.

- r. Responds to emergency calls in order to mitigate emergency conditions and minimize damage by performing repair at physical location according to health and safety and BPM guidelines regarding emergency situations.
- s. Reads and analyzes blueprints and specifications in order to understand and provide information on system problems in accordance with design parameters.
- t. Monitors work on all building systems following published guidelines and industry standards. Using Microsoft Office and/or Maximo, tracks warranties and accurately records status by making detailed notes as requested by BPM.
- u. Inspects and evaluates all building systems in order to minimize energy waste and promote energy conservation assuring proper operating procedures and system integration according to guidelines established by CAL-EPA and California Energy Commission.
- v. Assure continuous and efficient operations of all building systems and equipment.
- w. Support duties include communicating with BPM staff in person or via 2-way radio (issued by the State), or other electronic devices, and taking appropriate action in response to service needs.
- x. Shall attend on-going safety training conducted locally, with other Bay Region Stationary Engineers.

## 2) STATIONARY ENGINEERS' KNOWLEDGE AND ABILITIES

- a. Contractor's Stationary Engineers must have knowledge of:
  - i. Boilers and auxiliary boiler room equipment.
  - ii. Heating, lighting, ventilating, air conditioning, power and refrigeration.
  - iii. Electric and pneumatic controls.
  - iv. Water analysis and water/chemical treatment.
  - v. Mechanical or electrical equipment and methods, tools, materials, and equipment used in the operation and maintenance of such equipment.
  - vi. Fire Life Safety Systems Operation.
  - vii. NFPA 70 trained.
- b. Contractor's Stationary Engineers must have the ability to:
  - i. Follow oral and written directions;
  - ii. Demonstrate mechanical ability.
  - iii. Keep accurate records.
  - iv. Install, operate and make repairs to the various types of equipment listed above.
  - v. Make written reports, read, interpret, and work from plans, drawings and specifications.
  - vi. Analyze situations accurately and take effective action.

## 3) STATIONARY ENGINEERS' WORK ENVIRONMENT, PHYSICAL OR MENTAL ABILITIES WORK ENVIRONMENT

- a. Work in office buildings ranging from single story to high rise (7 floors and above) buildings.
- b. May need to use passenger or freight elevator to move self, equipment or supplies from one floor to another floor.

- c. Work involves exposure to unusual elements, such as extreme temperatures, dust, fumes, unpleasant orders, and loud noises.
- d. Work environment involves some exposure to hazardous chemicals or physical risk, which require following basic safety precautions.
- e. Work in public-accessed areas.
- f. Work in noisy areas or with noisy equipment or machinery.
- g. May encounter live or dead insects, rodents or other wildlife in the performance of duties.
- h. May require ability to work overtime.
- i. Work in confined spaces, i.e., ceiling, crawl spaces, and mechanical equipment spaces.
- j. Work in inclement weather including rain, heat, and cold.
- k. May require valid California Driver's License, Class C, to drive self, supplies and equipment from job sites to job sites.
- l. Typical work activities involve frequent and prolonged periods of standing, walking extended distances, bending, stooping, kneeling or squatting while performing duties.
- m. Repetitively grip, grasp, and manipulate hand movement while using tools or power equipment applicable to job being performed.
- n. Climb stairs or ladders, use power and noise producing tools or equipment.
- o. Reach or stretch by extending hand(s) or arm(s) in any direction. Reach high spaces by climbing a ladder or operating a lift.
- p. Considerable physical activity. Requires heavy physical work; heaving lifting, pushing or pulling required of objects up to 50 pounds.
- q. Wear safety equipment during the performance of duties, i.e., ear plugs when working in machine spaces; dust masks when exposed to harmful dust particle, eye goggles when exposed to air born particles, cloth gloves when working with abrasive materials, rubber boots or raingear and back support.
- r. Visual inspections of the operation of machinery/equipment or sound of proper operating machinery/equipment.
- s. Contractor's employees shall adhere to BPM policies governing conduct in the Bay Region.
- t. Contractor's employees shall demonstrate excellent customer service and technical skills in the performance of their duties. As required, Contractor's employees shall attend and actively participate in meetings related to shutdowns, deferred maintenance, maintenance planning, system evaluation and other building-related activities.
- u. Contractor's employees will be available for emergency response, including, but not limited to, fire alarm, earthquake, storms, and other disasters.

E. UTILITY ENGINEER/MAINTENANCE MECHANIC

1) UTILITY ENGINEER/MAINTENANCE MECHANICS ESSENTIAL FUNCTIONS

- a. Completes visual inspection of all building systems and equipment requiring walking, climbing stairs, entering small spaces and noisy spaces.
- b. Records findings and completes Maximo tickets and reports to their supervisor.

- c. Recommends and takes appropriate action on repairs by evaluating functionality of equipment and systems. Constructs and repairs interior/exterior walls by patching, matching finishes, and painting as required.
- d. Makes or assists with repairs to roofing systems.
- e. Administers and organizes files and database by backing up files and debugging database corrupted file errors.
- f. Responds and effects repairs to office comfort calls and common area calls as needed, by going to the physical site and adjusting thermostats, repairing electrical outlets, replacing lights, adjusting mechanical and/or electrical doors, fixing leaky sinks, clearing stuck flush valves, unplugging toilets and performing other simple and/or routine repair, comfort and convenient needs.
- g. Responds to emergency calls in order to mitigate emergency conditions and minimize damage by performing repair at physical location according to health and safety and BPM guidelines regarding emergency situations. This may require working after hours, on days off or at another building location.
- h. Orders parts and makes recommendations on more complex repairs when unable to complete service or repair requests and follows action through to completion.
- i. Reads and analyzes blueprints and specifications in order to understand and provide information on system problems in accordance with design parameters.
- j. Installs, inspects, maintains, repairs and troubleshoots or assists stationary engineers, electricians, electronic technicians with repairs to all building systems, including but not limited to power distribution systems, plumbing and sewer systems, domestic water pump stations, fire sprinkler systems, doors and related components, lighting fixtures, and ceiling components.
- k. Repairs interior/exterior concrete surfaces and steps.
- l. Makes simple furniture repairs.
- m. Tracks warranties and accurately records status by making detailed notes.
- n. Prepares correspondence to Contractors regarding 'notices to correct'.
- o. Tracks and reviews all building systems permits.
- p. Updates work order tickets in MAXIMO or MS Office.
- q. Attends training in the handling of hazardous materials and use of environmental safeguards.
- r. Participates in updating IIPP plans and records by completing reports and coordinating with the designated Branch Coordinator.
- s. Participates in and/or leads team in executing the plans for Emergency Response, Disaster Recovery and Business Resumption, and Hazardous Materials and Waste Manifest.

## 2) UTILITY ENGINEER/MAINTENANCE MECHANIC KNOWLEDGE AND ABILITIES:

- A. Contractor's Utility Engineer/Maintenance Mechanic must have Knowledge of:
  - i. Methods, materials, and equipment used in the operation and repair of plumbing, heating, electrical, water, and sewer systems.
  - ii. Materials, methods, and tools used in the repair of mechanical equipment and in miscellaneous building maintenance and repair work and skill in the performance of such work.
  - iii. Safety Orders of the Division of Industrial Safety dealing with heating, electrical, plumbing, and other mechanical systems.

B. Contractor's Maintenance Mechanic must have Ability to:

- i. Read, interpret, and work from plans, drawings, and specifications.
- ii. Estimate materials needed.
- iii. Keep records.
- iv. Follow oral and written directions.
- v. Get along well with others read and write at a level appropriate to the classification.

3) UTILITY ENGINEER/MAINTENANCE MECHANIC WORK ENVIRONMENT, PHYSICAL OR MENTAL ABILITIES:

- a. Work in a low-rise (6 floors or lower) to a high-rise (7 floor and higher) office-building environment.
- b. Mechanical equipment spaces environments.
- c. Stand for extended periods of time or walk extended distances.
- d. Climb stairs and ladders.
- e. Reach high spaces by climbing a ladder or operating a lift.
- f. Work in noisy spaces.
- g. See and hear within normal parameters.
- h. Willingness to work in any regional location.
- i. May require ability to work overtime.
- j. Requires fine motor skills/dexterity to manipulate small components and controls.
- k. Typical work activities involve frequent and prolonged periods of standing, walking extended distances, bending, stooping, kneeling or squatting while performing duties.
- l. Repetitive grip, grasp, and hand movement while using tools or power equipment applicable to job being performed. Requires fine motor skills/dexterity to manipulate small components and controls.
- m. Climb stairs or ladders, use power and noise producing tools or equipment; drive motorized equipment or vehicles applicable to job being performed. Reach high spaces by climbing a ladder or operating a lift.
- n. Reach or stretch by extending hand(s) or arm(s) in any direction.
- o. Considerable physical activity. Requires heavy physical work; heavy lifting, pushing or pulling required of objects up to 50 pounds.
- p. Perform work on elevated, high-reach areas using a vertical, motor-powered, MAN-LIFT.
- q. Move about and work in confined spaces.
- r. Wear safety equipment during the performance of duties, i.e., ear plugs when working in machine spaces; dust masks when exposed to harmful dust particle, eye goggles when exposed to air born particles, cloth gloves when working with abrasive materials, rubber boots or raingear and back support.
- s. See and hear for visual inspection of the operation of machinery/equipment or sound inspection of proper operating machinery/equipment.
- t. Read, understand, follow and enforce safety procedures.
- u. Understand written and verbal communications.
- v. Read, understand, and follow instructions on manufacture's guide of products.
- w. Add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions or decimals.

- x. Apply common sense in personal safety and safety of equipment in adverse weather conditions (light storms, downpours, etc.)

## **8. BACKGROUND CHECK**

- A. All of Contractor's employees are required to maintain a valid California driver's license or identification card. Contractor shall provide the Building Manager with the names and driver's license numbers of personnel working in the Bay Region.
- B. All Contractor employees will be required to pass a State Department of Justice fingerprint background check in order to work in the Bay Region buildings. If any changes in personnel are made, the Building Manager shall be notified prior to the change.
- C. All persons employed by the Contractor to perform the services herein required of the Contractor, shall be screened as to their background and previous work records, so that only persons of integrity will be provided to work for the State. The State shall provide facilities for fingerprinting potential employees as part of the State Department of Justice's background check, to ensure that employees have not been convicted of any criminal offense(s) involving dishonesty or breach of trust. Contractor shall, upon request of Building Manager, furnish the State with copies of personnel records of any employee or agent of Contractor who is employed by Contractor, pursuant to the terms of this Agreement.

## **9. FITNESS**

- A. Contractor shall certify the medical fitness of all employees to assure competence in fulfilling duties and responsibilities associated with the assigned position.

## **10. COMMUNICATION**

- A. To promote safety in a dangerous working environment, the Contractor shall provide employees who are able to communicate clearly, by demonstrating sufficient proficiency in written and oral communication skills in the English language to ensure basic comprehension by supervisors and co-workers.

## **11. TIMEKEEPING**

- A. Contractors' employees shall use the building's timekeeping system and submit a daily time sheet turned in by all staff at the end of each work week for the approval of the Building Manager or State's designated representative. The monthly totals from the timecards shall be referenced in the Contractor's monthly billing.

## **12. KEYS AND ACCESS CARDS**

- A. Keys and access cards will be issued by the Building Manager's office, as necessary.
- B. The keys and access cards must be signed out at the beginning and returned at the end of each work shift.



- C. Lost Access Card keys and Door Lock Keys must be reported to the Building Manager's office immediately.
  - i. The charge for a lost Access Card Key is \$15.00.
  - ii. The charge for a lost Door Key is \$5,000.00.

### **13. TOOLS**

- A. The State shall furnish all necessary tools and materials to the Contractors' employees, in order to accomplish the preventive maintenance and repair services.
- B. During the performance of services, Contractor shall take all necessary steps to secure the equipment, materials and tools used in connection with the services to prevent interference or dangerous conditions for any other persons using the property and the loss thereof.

### **14. REPORTING**

Contractor shall report all spills immediately to the Building Manager if assistance is required in cleaning the spills, drying carpets or otherwise preventing damage to the Bay Region Buildings.

### **15. SECURITY AND CONFIDENTIALITY**

- A. Security – State staff and the Contractor will safeguard information regarding state employees and state facility operations in a manner that is consistent with those laws and policies of the State. Each Party will utilize commercially reasonable efforts to maintain an appropriate information security program to prevent the unauthorized disclosure, misuse, alteration, or destruction of Confidential Information.
- B. Confidentiality – For purposes of this Contract, "Confidential Information means information supplied by one Party ("Disclosing Party") to the other Party ("Recipient") that is expressly or implicitly protected from unrestricted use by persons not associated with Disclosing Party. The parties agree that the Bay Region Staffing services are a unique service involving the potential exposure and/or access to Confidential Information. The parties agree that the information, reports, manuals, documentation and related materials shall be circulated only to the extent necessary to manage the Bay Region Staffing services and/or use such information in connection with the performance of the contract. The Contractor and all their staff, prior to performing services will need to sign a Confidentiality Agreement (Exhibit A, Attachment 2).

**EXHIBIT A, ATTACHMENT 1**

**POTENTIAL PROJECT LOCATIONS**

BUILDING NO.	BUILDING NAME	BUILDING ADDRESS	BUILDING MANAGER NAME
100402	Ronald M. George State Office Complex (RMGSOC)	350 McAllister San Francisco 94102	TBE
100418	Edmund Pat Brown Building (CPUC)	505 Van Ness Avenue San Francisco 94102	TBE
100409	DMV	Fell & Baker Streets San Francisco 94102	TBE
100410	EDD	745 Franklin Street San Francisco 94102	TBE
100420	Cal Trans	120 Rickard Street San Francisco 94134	TBE
100421	Cal Trans	325 San Bruno San Francisco 94103	TBE
100428	CHP San Francisco	455 Eighth Street San Francisco 94103	TBE
100430	Sutro Library	480 Winston Drive San Francisco 94132	TBE
100480	Santa Rosa State Building (Joseph A. Rattigan Building)	50 D Street Santa Rosa 95404	TBE
100481	EDD Santa Rosa	606 Healdsburg Ave. Santa Rosa 95401	TBE
100482	CHP Santa Rosa	6100 LaBath Avenue Rohnert Park 94928	TBE
100483	DOJ Lab	410 Russell Avenue Santa Rosa, 95403	TBE
100429	CHP Marin	53 San Clemente Corte Madera 94925	TBE
100470	San Jose State Building (Alfred Alquist)	100 Paseo De San Antonio San Jose 95113	TBE
100471	Cal Trans District 4	1007 Knox Avenue San Jose 95122	TBE
100474	EDD San Jose	297 W. Hedding Street San Jose 95110	TBE
100475	CHP San Jose	2020 Junction San Jose 95131	TBE
100604	Cal Trans	3401 Regatta Blvd. Richmond 94804	TBE
100602	Elihu Harris	1515 Clay Street Oakland 94612	TBE

100605	Motor Vehicles	5300 Claremont Avenue Oakland 94618	TBE
100606	EDD	1225 4 <sup>th</sup> Avenue Oakland 94606	TBE
100607	EDD	343 22 <sup>nd</sup> Street Richmond 94804	TBE
100608	EDD	1440 Marin Street Vallejo 94590	TBE
100610	Cal Trans	111 Grand Avenue Oakland 94612	TBE
100616	Cal Trans	1993 Marina Blvd. San Leandro 94577	TBE
100625	CHP Hayward	2434 Whipple Road Hayward 94544	TBE
100626	CHP Oakland	3601 Telegraph Avenue Oakland 94609	TBE

**EXHIBIT A, ATTACHMENT 2****CONFIDENTIALITY AGREEMENT**

The Scope of Work contemplated by this Agreement requires the examination of data that may be of a confidential nature. The information regarding Bay Region Staff for Department of General Services (DGS), Real Estate Services Division (RESA), Building and Property Management (BPM) that is deemed confidential, and any other information identified as confidential by DGS, must not be disclosed. Therefore, except as required by law and/or by court order, the Contractor, its employees, agents, or subcontractors, agree to not disclose or cause to be disclosed, Confidential Information without the written authorization of the Contract Administrator to do so. Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code Sections 1798, et seq. and other relevant State or Federal statutes and regulations, and also not subject to disclosure without the written authorization of the BPM Contract Administrator to do so. Any third party request made to the Contractor for confidential information about the Bay Region Staff must be brought to the attention of the BPM contract administrator immediately.

“Confidential information” means information that does not meet the definition of public records set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word “confidential” by DGS; or is “personal information” as defined in this Section.

The Contractor and its employees, agents, or subcontractors shall not use any information or data provided by the State for any purpose other than carrying out the Contractor's obligations under its agreement herewith.

The Contractor shall indemnify, hold harmless and defend the State from and against any and all claims, losses, liabilities, damages, costs and other expenses (including reasonable attorneys fees) that result from or arise directly or indirectly out of or in connection with any negligent act or omission or willful misconduct of Contractor, its officers, employees, agents or subcontractors relative to State confidential information, including without limitation, any violation of Contractor's responsibilities under the agreement between it and DGS.

A breach by Contractor of any Confidentiality provision of this Agreement, as determined by DGS, shall constitute a material breach of the agreement between Contractor and DGS and grounds for immediate termination of the agreement by DGS. At its sole discretion, DGS may give Contractor 30 days to cure the breach.

Upon expiration or termination of the agreement between Contractor and DGS for any reason, Contractor shall return or destroy the information or data provided by the State.

*“I certify that I have read the confidentiality statement printed above and will abide by them.”*

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Print Full Name (last, first, MI)

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Signature

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Print Name of Contractor

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Date Signed

**EXHIBIT B****BUDGET DETAIL AND PAYMENT PROVISIONS****1. INVOICING AND PAYMENT**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor in accordance with the rates specified in Exhibit B, Attachment 1, Cost Sheet.
- B. Invoices shall be submitted monthly in arrears of the service performed and must be submitted with the Contractor's letterhead information, signed by an authorized representative.
- C. Invoices will include, as applicable:
  - 1) Contract Number
  - 2) Date of Invoice
  - 3) Month of Service
  - 4) Location of Service
  - 5) Service detail itemized by building location
  - 6) Dates and itemized list of additional hourly services
  - 7) Invoice will be marked clearly stating that they are a California Certified SB or DVBE and will include their Certification Reference Number
  - 8) Contractor's Federal Identification Number
  - 9) Applicable rate and total dollar amount
  - 10) Contact phone number for billing questions
- D. Contractor shall send invoices, billings and other correspondence related to Contractor's services to:

Attention: Accounts Payable-BPM  
Department of General Services  
Office of Fiscal Services  
Program Support Accounting Section  
707 3<sup>rd</sup> Street, Suite 9-100  
West Sacramento, CA 95605

- E. Should an invoice be disputed, Contractor will correct any/all disputed items on the invoice and resubmit the invoice as indicated above. Failure to provide and resubmit corrected invoice will result in a delay of payment. Under no circumstances will a credit memo be accepted in lieu of a corrected invoice.

## 2. **BUDGET CONTINGENCY CLAUSE**

- A. This contract is valid and enforceable only if sufficient funds are made available by the Budget Act of the appropriate fiscal year for the purpose of this program.
- B. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- C. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to the Contractor to reflect the reduced amount.
- D. This contract is subject to any additional restrictions, limitations or conditions enacted by the Legislature that may affect the provisions, terms or funding of this contract in any manner.

## 3. **PROMPT PAYMENT CLAUSE**

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

## 4. **CONTRACTOR OVERPAYMENTS**

- A. If the State determines that an overpayment has been made to the Contractor, the State will seek recovery immediately upon discovery of the overpayment by: (a) calling the Contractor's accounting office to request a refund of the overpayment amount, or (b) offsetting subsequent Contractor payments by the amount of the overpayment if Contractor repayment or credit is not received within thirty (30) days from the date of notice.
- B. If Contractor discovers it has received an overpayment, Contractor must notify the State and refund the overpayment immediately.

**EXHIBIT B, ATTACHMENT 1****COST SHEET****Year 1 – Table A**

<b>REQUIRED SERVICES</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
	Staffing	Annual Number of Hours to Be Worked	Hourly Rate	Annual Amount (B X C)	Number of Positions	Calculated Annual Amount (D X E)	Calculated Monthly Amount* (F divided by 12)
	OBM III	1,992	\$	\$	1	\$	\$
	OBM II	1,992	\$	\$	3	\$	\$
	CE	1,992	\$	\$	4	\$	\$
	SE	1,992	\$	\$	15	\$	\$
	UE	1,992	\$	\$	4	\$	\$
<b>Combined Calculated Annual Amount (Sum of Column F)</b>						<b>\$</b>	

\* This is the monthly amount Contractor can invoice for required services

**Year 1 – Table B**

<b>AS REQUESTED SERVICES</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
	Staffing	OT Hourly Rate	Annual Estimated Number of OT Hours	Calculated Annual OT Hours (B X C)	Holiday Hourly Rate	Annual Estimated Number of Hours to be Worked on a Holiday	Calculated Annual Number of Work Holidays (E X F)
	OBM III	\$	2	\$	\$	24	\$
	OBM II	\$	2	\$	\$	24	\$
	CE	\$	23	\$	\$	240	\$
	SE	\$	24	\$	\$	660	\$
	UE	\$	2	\$	\$	24	\$
<b>Combined Calculated Annual OT Hours (Sum of Column D)</b>				<b>\$</b>	<b>Combined Calculated Annual Holidays Worked (Sum of Column G)</b>		<b>\$</b>

**Year 1 – Table C**

<b>Year 1 Combined Calculated Annual Amount</b> (Combined Calculated Annual Amount, Combined Calculated Annual OT Hours and Combined Calculated Holidays Worked)	<b>\$</b>
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Year 2 – Table A

REQUIRED SERVICES	A	B	C	D	E	F	G
	Staffing	Annual Number of Hours to Be Worked	Hourly Rate	Annual Amount (B X C)	Number of Positions	Calculated Annual Amount (D X E)	Calculated Monthly Amount* (F divided by 12)
	OBM III	1,981	\$	\$	1	\$	\$
	OBM II	1,981	\$	\$	3	\$	\$
	CE	1,981	\$	\$	4	\$	\$
	SE	1,981	\$	\$	15	\$	\$
	UE	1,981	\$	\$	4	\$	\$
Combined Calculated Annual Amount (Sum of Column F)						\$	

\* This is the monthly amount Contractor can invoice for required services

Year 2 – Table B

AS REQUESTED SERVICES	A	B	C	D	E	F	G
	Staffing	OT Hourly Rate	Annual Estimated Number of OT Hours	Calculated Annual OT Hours (B X C)	Holiday Hourly Rate	Annual Estimated Number of Hours to be Worked on a Holiday	Calculated Annual Number of Work Holidays (E X F)
	OBM III	\$	2	\$	\$	24	\$
	OBM II	\$	2	\$	\$	24	\$
	CE	\$	23	\$	\$	240	\$
	SE	\$	24	\$	\$	660	\$
	UE	\$	2	\$	\$	24	\$
Combined Calculated Annual OT Hours (Sum of Column D)				\$	Combined Calculated Annual Holidays Worked (Sum of Column G)		\$

Year 2 – Table C

<b>Year 2 Combined Calculated Annual Amount</b> (Combined Calculated Annual Amount, Combined Calculated Annual OT Hours and Combined Calculated Holidays Worked)	\$
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**Year 3 – Table A**

<b>REQUIRED SERVICES</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
	Staffing	Annual Number of Hours to Be Worked	Hourly Rate	Annual Amount (B X C)	Number of Positions	Calculated Annual Amount (D X E)	Calculated Monthly Amount* (F divided by 12)
	OBM III	1,981	\$	\$	1	\$	\$
	OBM II	1,981	\$	\$	3	\$	\$
	CE	1,981	\$	\$	4	\$	\$
	SE	1,981	\$	\$	15	\$	\$
	UE	1,981	\$	\$	4	\$	\$
	<b>Combined Calculated Annual Amount (Sum of Column F)</b>					<b>\$</b>	

\* This is the monthly amount Contractor can invoice for required services

**Year 3 – Table B**

<b>AS REQUESTED SERVICES</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
	Staffing	OT Hourly Rate	Annual Estimated Number of OT Hours	Calculated Annual OT Hours (B X C)	Holiday Hourly Rate	Annual Estimated Number of Hours to be Worked on a Holiday	Calculated Annual Number of Work Holidays (E X F)
	OBM III	\$	2	\$	\$	24	\$
	OBM II	\$	2	\$	\$	24	\$
	CE	\$	23	\$	\$	240	\$
	SE	\$	24	\$	\$	660	\$
	UE	\$	2	\$	\$	24	\$
		<b>Combined Calculated Annual OT Hours (Sum of Column D)</b>		<b>\$</b>	<b>Combined Calculated Annual Holidays Worked (Sum of Column G)</b>		<b>\$</b>

**Year 3 – Table C**

<b>Year 3 Combined Calculated Annual Amount</b> (Combined Calculated Annual Amount, Combined Calculated Annual OT Hours and Combined Calculated Holidays Worked)	<b>\$</b>
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NOTE: Amount must include all applicable benefits and/or prevailing wages if required by law to do so.

**EXHIBIT C****GENERAL TERMS AND CONDITIONS**

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

<http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

If Contractor/bidder does not have Internet access, a hard copy will be provided by contacting the Acquisitions Analyst listed on the Notice to Prospective Bidders.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**EXHIBIT D****SPECIAL TERMS AND CONDITIONS****1. STANDARD CONDITIONS OF SERVICE**

- A. The Contractor will abide by all State and Federal laws in performance of this contract.
- B. The Contractor shall maintain all license(s) required by law for accomplishing any work required with this agreement. In the event any license(s) expire at any time during the term of this agreement, Contractor agrees to provide to the State a copy of the renewed license(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s), the State may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.
- C. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- D. It is unlawful for a State Contractor to assist, promote, or deter union organizing by employees who are performing work on a service contract for the State or a State agency. This action is subject to fines in accordance with Government Code section 16645 et seq.
- E. If signing this contract as a sole proprietor, Contractor certifies that it is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act (8 U.S.C. § 1601 et seq.).
- F. Pursuant to Public Contract Code section 10295.4, persons or companies identified as the largest tax delinquents by the Franchise Tax Board (FTB) or the Board of Equalization (BOE) are ineligible to enter into any contract with the state for non-IT goods or services. Any contract entered into in violation of section 10295.4 is void and unenforceable.
- G. The Contractor certifies eligibility pursuant to PCC 6101: No state agency or department, as defined in Section 10357, that is subject to this code, shall award a contract to a bidder or Contractor, nor shall a bidder or Contractor be eligible to bid for or receive a contract, who has, in the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens.

**2. EXCISE TAX**

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

**3. AGENCY LIABILITY**

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the

State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

#### **4. RESOLUTION OF CONTRACT DISPUTES**

- A. In the event of a dispute, Contractor will attempt resolution with the BPM Contract Administrator with a written explanation of the situation. If no resolution is found, Contractor shall file a "Notice of Dispute" with the Department of General Services within ten (10) days of the failed resolution at the following addresses:

Department of General Services, BPM  
Attn: BPM Chief  
1304 O Street, Suite 300  
Sacramento, CA 95814

- B. BPM Chief or designee shall meet with the Contractor for purposes of resolving the dispute. The decision of the BPM Chief or the designee shall be final. In the event of a dispute, the language contained within this agreement and its attendant Exhibits shall prevail over any other language.
- C. Neither the pendency of a dispute nor its consideration by the BPM Chief will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

#### **5. INSURANCE REQUIREMENT**

- A. General Provisions Applying to All Policies
- 1) Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply to the original terms of the contract.
  - 2) Policy Cancellation or Termination & Notice of Non-Renewal – Contractor is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
  - 3) Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
  - 4) Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
  - 5) Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
  - 6) Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate the Contractor's obligations under the contract.
  - 8) Satisfying an SIR - All insurance policies required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
  - 9) Available Coverages/Limits - All coverage and limits available to the contractor shall also be available and applicable to the State.
  - 10) Subcontractors - In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.
- B. Commercial General Liability – Contractor and their subcontractors shall maintain general liability on an occurrence form with limits not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined with a \$2,000,000.00 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.
- 1) **The policy must be endorsed to include the State of California, its officers and agents as additional insured, but only with respect to work performed under the contract. The additional insured endorsement shall be provided with the certificate of insurance.**
- C. Commercial Automobile Insurance – Contractor and their subcontractors shall maintain motor vehicle liability with limits not less than \$1,000,000.00 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.
- 1) **The policy must be endorsed to include the State of California, its officers and agents as additional insured, but only with respect to work performed under the contract. The additional insured endorsement shall be provided with the certificate of insurance.**
- D. Workers Compensation and Employer's Liability – Contractor and their subcontractors shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000.00 are required.
- 1) **The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State.**
- E. Professional Liability- Contractor shall maintain Professional Liability at \$1,000,000 covering any damages caused by a negligent error, act, or omission. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement

was executed or before the beginning of this Agreement work. The Contractor is responsible to maintain continuous coverage for up to three years after the notice of completion.

- F. Crime Insurance- Contractor shall maintain Employee Dishonesty and theft, Forgery or alteration, and when applicable, Inside/Outside Money and Securities coverage for state-owned property in the care, custody and/or control of the contractor. Coverage limits shall not be less than \$ 1,000,000. A Clients' Property endorsement as broad as CR 04 01 08 13 must be endorsed to this policy and notated on the certificate of insurance. The policy shall include State of California, Real Estate Services Division, Building and Property Management, as loss payee.
- G. Cyber Liability insurance- Contractor shall maintain Cyber Liability with limits of not less than \$1,000,000 each occurrence, and an annual aggregate of \$2,000,000, covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, and alteration of electronic information, extortion, and network security.
- H. Certificate of Insurance- Contractor shall furnish a Certificate of Insurance. The Certificate of Insurance will provide the above listed liability coverages and the Certificate Holder shall read:

Attn: CMS – 3180517  
Department of General Services  
Office of Business and Acquisition Services  
707 Third Street, Suite 2-350, MS 508  
West Sacramento, CA 95605

END OF DOCUMENT

## Question and Answers for Bid #CR3180517 - Bay Region Staffing Services

### Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Jul 9, 2015 3:00:00 PM PDT