



DEPARTMENT OF CONSERVATION

Division of Gas, Oil and Geothermal Resources

801 K STREET • SACRAMENTO, CALIFORNIA 95814

PHONE 916/ 322-1092 • FAX 916 / 322-0975 • TDD 916 / 324-2555 • WEB SITE conservation.ca.gov

INVITATION FOR BID Notice to Prospective Bidders

May 27, 2014

You are invited to review and respond to this Invitation for Bid (IFB), entitled OMR 6013-005. In submitting your bid, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site www.ols.dgs.ca.gov/Standard+Language . If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

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

Jonathan Mistchenko
Department of Conservation, Office of Mine Reclamation
(916) 445-0428

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Brian Lacey
Contract Administrator

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INVITATION FOR BIDS

TO PROVIDE AERIAL TOPOGRAPHIC SURVEY LiDAR DATA AND IMAGERY HUMBUG CREEK WATERSHED, CALIFORNIA

Note that all agreements entered into with the State of California will include, by reference, General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site www.ols.dgs.ca.gov. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

A. BACKGROUND

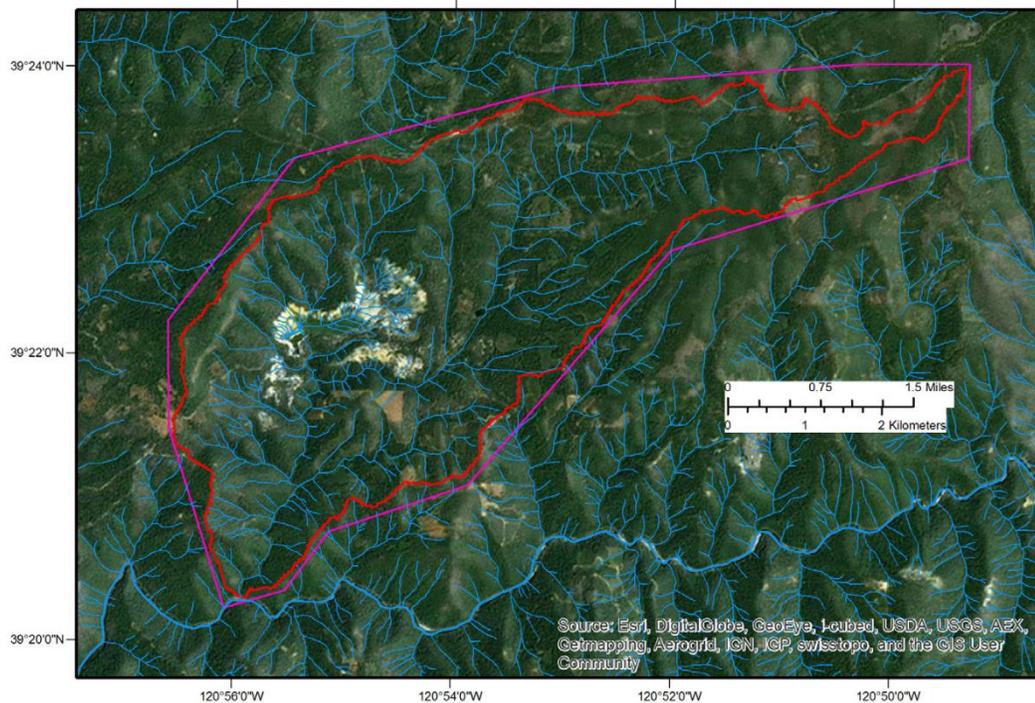
Hydraulic mining used high-pressure “water cannons” to mine auriferous alluvial material at Malakoff Diggins. The resulting pit at Malakoff Diggins is 6,000 feet long and 3,000 feet wide and up to 600 feet deep in places. The pit exhibits extreme badlands topography and water continues to erode the Pit during storm events, creating many small channels and alluvial fans in the pit floor. Within these alluvial deposits are concentrations of mercury and copper which the project ultimately hopes to mitigate within the Humbug Creek and downstream South Yuba River watersheds. Changes in particle size, cementation, and indurations within the alluvial deposits have caused profound differences in the stability of the pit walls and consequent sediment yield into the pit.

B. OBJECTIVE

The Abandoned Mines Land Unit (AMLU) of the Office of Mine Reclamation, Department of Conservation, is funding a fly-over to gather topographic LiDAR data of Humbug Creek Watershed and Malakoff Diggins in the watershed. The goals of this project are to create a sediment and water budget for the Malakoff Diggins site that will elevate the general understanding of erosion processes at other historic hydraulic mine sites. Historic hydraulic mines such as Malakoff Diggins are sources of heavy sediment and metals discharge to downstream waters. The research findings from this project will be used to inform activities in nearby waterways across the Sierra Nevada foothills of California, which are impacted by numerous hydraulic mine sites with similar discharge.

C. SCOPE OF WORK

The Humbug Creek Watershed is located in Nevada County in Northern California. Total project area is 40 km². The watershed itself measures 27.7 km². The elevation in the Humbug Creek watershed ranges from 2,140' to 4,900' (approximately 2,760' of relief). The mine pit includes near vertical cliffs up to 600' high. The project area is located in dense vegetation of multiple canopies of mixed conifers and deciduous trees and brush. Please refer to the below map for further detail.



Humbug Creek Watershed. Watershed boundary is outlined in red and Malakoff Diggins pit is outlined in orange. Pink boundary indicates the 34.6 squares km polygon to be mapped.

Contractor's responsibilities:

- Contractor shall carry out near infrared Airborne Laser Swath Mapping and aerial photography.
- Contractor shall prepare tiled unfiltered and filtered (bare earth) data in ASCII cloud (xyzi) as well as DEM formats
- Contractor shall prepare tiled images in ESRI ARCGIS format.
- Contractor shall prepare data in LAS file format.
- Contractor shall use Datum for all data: NAD83.
- Contractor shall provide a licensed pilot.
- Contractor shall provide the ground crew and equipment necessary to operate ground stations.
- Contractor shall provide a laser operator to assist with data collection.
- Contractor shall provide properly equipped aircraft and suitable LiDAR system for obtaining research-grade project data with the expectation of meeting the following parameters.
 - High return rate of 10-12 points per square meter. The high first-return data density is needed to penetrate the dense vegetation.
 - Height accuracy (open and hard flat surfaces) 5 – 8 cm
 - Horizontal accuracy of 20 – 25 cm

D. Insurance Requirements

Documentation in the bid package of general aggregate liability insurance with limits of not less than \$2,000,000 and single occurrence liability with limits of not less than \$1,000,000.

1. Documentation in the bid package of a current certificate of automobile liability insurance with limits not less than \$1,000,000 combined single limit per accident. **Such insurance shall cover liability arising out of a motor vehicle including owned, hired, scheduled, and non-owned; therefore, the Certificate of Liability document for**

automobiles MUST have the “ANY AUTO” box checked. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

2. Documentation in the bid package of Workers Compensation and Employers Liability. Contractors shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.
3. A current Acord Certificate of Insurance is acceptable for meeting the above requirements, or an insurance binder may be submitted with the bid package for the specified amounts; however, a copy of the Acord Certificate of Insurance must be provided upon award of the contract. The Certificate must also state that there is a blanket policy in effect. The primary contractor will need to maintain the required insurance coverage for any subcontractors.

E. Time Period/Seasonal Constraints

The contract will be for a one time fly-over. The exact date will be negotiated after the contract award and to take place between June-August 2014.

F. Submission of Bids

- a) Bids are due on **June 6, 2014 by 3:00 pm**. Bids must be submitted by mail or hand-delivered. Use the following contact information to mail or hand-deliver proposals:

Jonathan Mistchenko
California Department of Conservation
Office of Mine Reclamation
Abandoned Mine Lands Unit
801 K Street, 9th Floor (MS 09-06)
Sacramento, California 95814

- b) All bids shall be submitted in one (1) envelope and sent to the Department by the dates and times shown in specified in the IFB. The sealed envelope shall be plainly marked with the IFB number and title, shall show your firm name and address, and shall be marked with “Sealed Bid/DO NOT OPEN” as show in the below example:

IFB # OMR 6013-005
Statewide Mine Closure Services
Department of Conservation
ATTN: Jonathan Mistchenko
Sealed Bid / DO NOT OPEN

- c) Bids not submitted in a sealed envelope or not properly identified may be rejected. Each bid must be received (not postmarked) prior to the time designated in the IFB when bids are due. Bids will be date stamped by the Department as they arrive. Any

bid received after the time designated in the IFB will be rejected. No faxed or emailed bids will be accepted.

- d) All documents requiring a signature shall bear an original signature of a person authorized to bind the proposing firm. Absence of required original signatures will be cause for the bid to be rejected.
- e) Bids shall be submitted for the performance of the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- f) A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive any immaterial deviation in a bid. The State's waiver of immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- g) Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the State of California.
- h) An individual who is authorized to bind the bidder contractually shall sign the Proposal/Bidder Certification Sheet (Attachment 1). The signature shall indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- i) A bidder may modify a proposal after its submission by withdrawing the original proposal and resubmitting a new proposal prior to the proposal submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- j) A bidder may withdraw its bid by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the proposal submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- k) The awarding agency may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- l) The awarding agency reserves the right to reject all bids for reasonable cause.
- m) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.
- n) Due to the time constraints presented by this project, the Disabled Veteran Business Enterprises (DVBE) will not be given preference on this IFB.

G. Evaluation and Selection Process

- a) Each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b) The Department will evaluate each bid to determine its responsiveness to the published administrative content requirements contained in this IFB. The bidder is responsible for ensuring that all administrative content requirements have been adequately documented in the submitted proposal. Failure to adequately document the administrative content requirements of this IFB may result in rejection of the bid.
- c) The contract will be awarded to the bidder who meets all the State's requirements and submits the lowest bid.
- d) Proposals that contain false or misleading statements, may be rejected.

H. Award and Protest

- a) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the agreement.
- b) If any bidder, prior to the award of agreement, files a written protest with the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605 and the Department of Conservation, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- c) Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the awarding agency, a detailed written statement specifying the grounds for the protest. The written protest shall be sent to the Department of General Services (see address above). A copy of the detailed written statement should be mailed to the awarding agency. It is suggested that you submit any protest by certified or registered mail.
- d) Upon resolution of the protest and award of the agreement, the successful bidder(s) are hereafter referred to as the Contractor.

I. Disposition of Proposals

- a) Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b) Bid packages may be returned only at the bidder's expense, unless such expense is waived by the awarding agency.

J. Standard Conditions of Service

- a) Performance by the Contractor shall be available no later than five (5) days or during the time period set by the awarding agency and the Contractor and after all approvals have been obtained and the agreement fully executed. Should the Contractor fail to

commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement.

- b) All performance under the agreement shall be completed on or before the termination date of the agreement.
- c) The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- d) Where applicable, proposers should carefully examine work sites and specifications. Proposers shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- e) No oral understanding or agreement shall be binding on either party.

K. Small Business Preference

A certified small business or microbusiness is entitled to claim a five (5) percent preference in bidding on state contracts as explained in the State Contracting Manual, Volume 1, Chapter 8, Section 8.2. Certified small business or microbusinesses are also entitled to interest penalties paid by the state for late payment of invoices. The penalties are greater for certified small business or microbusinesses than for non-certified businesses. The State Contracts Manual is available on the Internet at www.dgs.ca.gov.

L. Required Attachments

Attachment 1: Required Attachment Checklist

A complete bid package will consist of the items identified below. Contractor's demonstrated ability to read and follow written instructions is an important part of the selection process.

Complete this checklist to confirm that the following required items are included in your bid. Place a check mark or "X" next to each item that you are submitting to the Department. For your bid to be responsive, all required attachments shall be returned.

This checklist shall be returned as part of your bid package.

<input type="checkbox"/>	Attachment	Attachment Name/Description
<input type="checkbox"/>	Attachment 1	Required Attachment Checklist (this page or a copy of this page)
<input type="checkbox"/>	Attachment 2	Bid/Bidder Certification Sheet
<input type="checkbox"/>	Attachment 3	Cost Breakdown Sheets: Tasks (This document shall be signed and submitted with the bid. Indicate a total cost of "\$0.00" if you do not wish to bid on this type of service.)
<input type="checkbox"/>	Attachment 4	Payee Data Record (STD 204)
<input type="checkbox"/>	Attachment 5	Contractor Certification Clauses (CCC) (CCC-307)

Attachment 2: Bid/Bidder Certification Sheet

This Bid/Bidder Certification Sheet shall be signed (original signature) and returned along with all the required attachments as stated in Section F, Attachment 1 of this IFB.

By signing this Certification Sheet, the bidder is declaring that:

- All required attachments are included with this certification sheet.
- The signature affixed hereon and dated certifies compliance with all the requirements of this IFB
- The signature below is the authorized signer and authorizes the verification of this certification.

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
2b. Contact Email		
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	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Other Licenses/ Certifications
12. Bidder's Name (Print)		13. Title
14. Signature		15. Date
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. California Small Business	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>	
Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, enter your service code below:	
If yes, enter certification number:		
<p>NOTE: A copy of your Certification is required to be included if either of the above items is Date application was submitted to OSBCR, if an application is pending:</p>		

AN UNSIGNED BID/BIDDER CERTIFICATION SHEET MAY BE CAUSE FOR REJECTION

Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the

Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Shall be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license, when required.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license, when required.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Shall be completed. These items are self-explanatory.
16	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 OSBCR.

Attachment 3: Cost Sheet:

- Supply pilot, laser operator, ground crew and equipment, and aircraft equipped with suitable LiDAR system.
- Collect LiDAR data at >10 points per square meter with horizontal accuracy of 20-25cm and height accuracy of 5-8cm (open and hard, flat surfaces).
- Prepare tiled unfiltered and filtered (bare earth) data in ASCII point cloud (xyzi) as well as DEM format, LAS file format and tiled images in ESRI ArcGIS format.

Total Cost for LiDAR Data Collection:

\$ _____

Signature

Date

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

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

CCC-307

CERTIFICATION

I, the official named below, CE Department of Conservation
IFB No. OMR 6013-005
Page 13 of 17 **STATEMENT OF PERJURY** that I am duly authorized to legally bind the party to the clause(s) listed below. This certification is made under the laws of the State of California.

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

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
 2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.
- Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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