

5 ADMINISTRATIVE REQUIREMENTS SECTION

This section contains the Administrative Requirements that must be met in order to be considered responsive to this Solicitation.

All Administrative Requirements listed in this section are denoted as follows:

- (M) are Mandatory and scored on a pass/fail basis. A "Fail" will result in a bid being deemed non-responsive and, therefore, will be disqualified. Failure to provide a response to each Mandatory Requirement where indicated will result in disqualification.
- (O) are Optional and primarily for the preference programs.

5.1 BIDDER ADMINISTRATIVE RESPONSE DOCUMENTS

5.1.1 Response to Administrative Requirements (M)

Bidders must indicate their willingness and ability to satisfy these Requirements by marking "Yes" on the "Bidder agrees "Yes/No" column on Exhibit 3, "Response to Administrative Requirements". Answering "No" to any of the Mandatory Administrative Requirements (M) in the Final Bid will result in the bid being deemed non-responsive, and therefore disqualified. For optional requirements, Bidder may select "No" if it does not apply.

5.1.2 Cover Letter (M)

A cover letter must be submitted containing the following:

- 1) Be on company letterhead;
- 2) Must include the legal name of the Bidding organization;
- 3) Must include the address of the Bidder's organization;
- 4) Must include a statement that the bid response is the Bidder's binding offer, good for 120-180 calendar days from scheduled date for Submission of Final Bids, as noted in Section 1.7, KEY ACTION DATES;
- 5) A statement indicating that the Bidder agrees to the Terms and Conditions (T&Cs) of this Solicitation and accepting responsibility as the Prime Contractor if awarded the Contract resulting from this Solicitation;
- 6) A statement indicating that the Bidder has available staff with the appropriate skills to complete the Contract for all deliverables as described in this Solicitation;

- 7) Must be signed by an individual who is authorized to bind the Bidding firm contractually. The individual's name must also be typed, and include the title or position that the individual holds in the firm. An unsigned cover letter may be cause for the Final Bid to be rejected;
- 8) Must include the email and phone number of the person signing the letter; and
- 9) Must include the date signed.

5.1.3 Secretary of State (SOS) Certification (M)

If required by law, the Prime Contractor must submit a Certificate of Status from California Secretary of State, showing Prime Contractor is certified with the California SOS to do business in the State of California. If the Bidder does not currently have this certification, the firm must be certified before a Contract award can be made, and must provide information in the Final Bid to support the status of its application to be certified to do business in the State of California.

Domestic and foreign Corporations, Limited Liability Companies (LLCs), Limited Liability Partnerships (LLPs) and Limited Partnerships (LPs) must be registered with the California SOS to be awarded the Contract. The SOS Certificate of Status must be included with the bid. The required document(s) may be obtained through the SOS, Certification and Records Unit at (916) 657-5448 or through the following website: <http://kepler.sos.ca.gov/> Exhibit 9, Secretary of State Certification.

5.1.4 Workers Compensation (M)

The Prime Contractor must maintain statutory Workers' Compensation for all its employees who will be engaged in the performance of the Contract, and agree to furnish the State satisfactory evidence thereof at the time the State may so request. The Bidder is required to sign Exhibit 4, Workers' Compensation Certification, and submit it with the Bid response.

5.1.5 Payee Data Record (M)

The Payee Data Record (STD.204) indicates the Bidder is subject to state income tax withholdings pursuant to California Revenue and Taxation Code section 18662.

Bidders must complete Exhibit 7, Payee Data Record, and submit it with their bid. The Bidder must provide the company's Federal Employer Identification Number (FEIN) (Business IRS Number) with their final bid submission on this form. The form can be

located at the following website:

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

5.1.6 Iran Contracting Act of 2010 (M)

Division 2, Part 1, Chapter 2.7 of the PCC is the Iran Contracting Act of 2010 (Act). This Act requires at §2203 that no one shall submit a bid for a contract, or enter into or renew a contract, with a public entity for goods or services valued at \$1,000,000 or more if that person (i.e., Bidders or Contractor) engages in investment activities of \$20,000,000 or more as described in PCC §2202.5 pursuant to all provisions of the Act. The Act, at §2204 requires Bidders to certify at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of PCC §2203 as a person engaging in investment activities in Iran described in subdivision (a) of PCC §2202.5, or as a person described in subdivision (b) of PCC §2202.5, as applicable. Bidders are therefore required to complete Exhibit 10, Iran Contracting Act of 2010, and submit it with their Final Bid, and again each time their awarded contract is renewed.

5.1.7 Confidentiality Statement (M)

The Bidder engaging in the purchase of equipment pertaining to this IFB, requiring contact with confidential State information or State customer information will be required to exercise security precautions for all such data that is made available and must accept full legal responsibility for the protection of this confidential information. This includes all statistical, personal, technical and/or other confidential personal data and information relating to the State's operations that are designated confidential by the State.

The Bidder must submit Exhibit 2, Confidentiality Statement, for the Bidder's firm. The completed Confidentiality Statement must be submitted with the Intent to Bid, Exhibit 1. The Bidder will also be required, upon Contract Award, to submit a signed Confidentiality Statement from all employees and Subcontractor staff assigned to the awarded Contract.

5.1.8 Subcontractors (M)

It is the Bidder's responsibility to ensure any Subcontractor that the Bidder chooses to use in fulfilling the requirements of this IFB, which is expected to receive more than ten percent (10%) of the value of the Contract, must also meet all Administrative, Business, Functional and Technical Requirements of the IFB, as applicable to the services provided by the Subcontractor.

Nothing contained in the resulting contract shall create any relationship between the State and any Subcontractors, and no subcontract shall relieve the Bidder of its responsibilities and obligations. The Bidder is fully responsible to the State for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them.

The Contractor shall not change Subcontractor(s) and/ or Disabled Veterans Business Enterprise (DVBE) Subcontractor(s) if such changes conflict with the work to be performed under this contract. For DVBE Subcontractor changes, the Contractor shall utilize another DVBE Subcontractor. The State recognizes that changes to Subcontractor(s) may be necessary and in the best interests of the State, however, advance notification of a contemplated change and the reasons for such change must be made to the State no less than seven (7) business days prior to the existing Subcontractor's termination. If this should occur, the Contractor should be aware that the State contract administrator or designee must approve any changes to the Subcontractor(s) prior to the termination of the existing Subcontractor(s). This also includes any changes made between submittal of the Final Bid and actual start of the contract. The State will not compensate the Contractor for any of the Contractor's time or effort to educate or otherwise make the new Subcontractor(s) ready to begin work on the contract.

The Bidder's obligation to pay its subcontracts is an independent obligation from the State's obligation to pay or to enforce the payment of any money to any subcontractor. Contractor is solely responsible for any payments to or claims made by Subcontractors.

5.1.9 Bidder Declaration Form (M)

All Bidders must complete Exhibit 12, Bidder Declaration General Services Procurement Division (GSPD)-05-105, and include it with the bid. When completing the declaration, the Bidder must identify all Subcontractors proposed for participation in the Contract. The Bidder awarded the Contract is contractually obligated to use the Subcontractors for the corresponding work identified, unless the Department agrees to a substitution and it is incorporated, in writing. If the Bidder is not using Subcontractors, complete the form with "Not Applicable" and the Bidder's signature. The form is also available at:

www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf

5.1.10 Financial Stability (M)

In order to minimize the potential risk of default due to financial issues, the State reserves the right to request additional documentation throughout the life of the awarded contract.

The State must be assured that the Bidder continues to have the financial resources to sustain their operations during potentially long system development and implementation phases including the time required for the Customer to pay the Bidder after project acceptance.

5.1.11 Bonds and Other Security Documents (M)

Bidders may be required by the user agency to submit proof of Bondability from a surety admitted in California, which states the surety unconditionally offers to guarantee up to value of an individual project, the Bidder's performance in all respects of the terms and conditions and provisions of this Contract.

5.2 BIDDING PREFERENCE PROGRAMS (O)

5.2.1 Disabled Veteran Business Enterprise (DVBE) Program

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

PLEASE READ THESE REQUIREMENTS CAREFULLY. FAILURE TO COMPLY WITH THE MINIMUM DVBE PARTICIPATION REQUIREMENT WILL CAUSE YOUR SOLICITATION RESPONSE TO BE DEEMED NONRESPONSIVE AND YOUR FIRM INELIGIBLE FOR AWARD OF THE PROPOSED CONTRACT.

5.2.1.1 DVBE Participation Requirement (Waived for this Procurement)

5.2.1.2 DVBE Participation Incentive (O)

In accordance with §999.5(a) of the Military and Veterans Code, an incentive will be given to Bidders who meet a one-percent (1%) or more DVBE participation. For Contract Award evaluation purposes only, the State shall apply the incentive amount based on the amount of DVBE participation of one percent (1%) up to five percent (5%). If Bidder is claiming a DVBE preference, the Bidder must complete and submit Exhibit 12: GSPD-05-105 Bidder Declaration, Exhibit 13, DVBE Declarations and Exhibit 11: Bidding Preferences and Incentives. If Bidder is not using subcontractors, complete and sign Exhibit 5, List of Proposed Subcontractors (Public Works) with "Not Applicable". See Section 9, *Bid Evaluation*, for details on the amount and application of the incentive during bid evaluation.

5.2.2 Small Business (SB) Preference (O)

Section 14835 et seq. of the California Government Code requires that a five percent (5%) preference be given to Bidders who qualify as a Small Business (SB). The rules and regulations of this law, including the definition of a SB, or qualifying Non-SB, are contained in Title 2, California Code of Regulations, Section 1896 et seq. The definition of nonprofit veteran service agencies qualifying as a SB is contained in Section 999.50 et seq. of the Military and Veterans Code. Bidders must complete and submit Exhibit 11, Bidding Preferences and Incentives and Exhibit 12, GSPD-05-105 Bidder Declaration. If bidder is not using subcontractors, complete Exhibit 12 answering the applicable questions and return with the final bid.

5.2.3 Non-Small Business (Non-SB) Preference (O)

A five percent (5%) bid preference is available to a Non-SB claiming 25% California-certified SB Subcontractor participation. If claiming the Non-SB Subcontractor preference, the Bidder's response must include a list of the SB(es) with which the firm commits to subcontract in an amount of at least 25% of the net Bid price with one (1) or more California-certified SB(es). Each listed certified SB must perform a Commercially Useful Function (CUF) in the performance of the contract as defined in Government Code §14838(b)(1)(2).

Bidders claiming the five percent (5%) preference must commit to subcontract at least 25% of the net Bid price with one (1) or more California-certified SB(es). Completed certification applications and required support documents must be submitted to the Office of SB and DVBE Services (OSDS) no later than 5 p.m. on the Bid due date, and the OSDS must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

The preference to a Non-SB firm that commits to SB or microbusiness Subcontractor participation of 25% of its net Bid price shall be five percent (5%) of the lowest responsive, responsible firm's price. A Non-SB, which qualifies for this preference, may not take an award away from a certified SB.

If claiming a SB preference or using SB Subcontractors, the Bidder must complete and submit Exhibit 12, GSPD-05-105 Bidder Declaration and Exhibit 11, Bidding Preferences and Incentives. If bidder is not using subcontractors, complete Exhibit 12 answering the applicable questions and return with the final bid.

5.2.4 Commercially Useful Function (CUF) (M)

If the Bidder is a California-Certified SB, in accordance with AB 669 (Chapter 623, Statutes of 2003), the Bidder must address specific aspects of the legislation that requires Certified SB to perform a CUF as defined by Government Code Sections 14837, 14838.6, 14839, 14842, and 14842.5.

A Contractor, Subcontractor, or supplier will not be considered to perform a CUF if the Contractor's, Subcontractor's, or supplier's role is limited to that of an extra participant in the transaction, the awarded Contract, or project through which funds are passed to obtain the appearance of SB or micro business participation.

Bidders must complete Exhibit 17, CUF Certification. **All Bidders and Subcontractors** identified in the bid response to fulfill the Requirements for one (1) or more of the socio-economic programs (DVBE and SB) **must** perform a CUF in the resulting contract. A CUF Evaluation Certification (Exhibit 17) must be completed and submitted for each Bidder and Subcontractor. A CUF is defined pursuant to MVC section 999(b)(5)(B) and Government Code section 14837(d)(4)(A) for the DVBE and SB programs, respectively.

Bidders claiming one (1) or more of the socio-economic programs must complete and submit as part of the Final Bid response, Exhibit12, GSPD-05-105 Bidder Declaration available at:

www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf

If Bidder is not using Subcontractors, complete and sign Exhibit12, GSPD-05-105 Bidder Declaration with "Not Applicable".

Bidder(s) may be required to submit additional written clarifying information regarding CUF (Exhibit 17, CUF Certification). Failure to submit the requested written information as specified may be grounds for Bid rejection.

5.2.5 Target Area Contract Preference Act (TACPA) (O)

TACPA will be granted to California-based firms in accordance with Government Code Section 4530 whenever contracts for goods or services are in excess of \$100,000 and the Bidder meets certain Requirements as defined in the California Administrative Code (Title 2, Section 1896.30 et seq.) regarding labor needed to produce the goods or provide the services being procured.

This solicitation contains Target Area Contract Preference Act (TACPA) preference request forms. Please carefully review the forms and requirements. Bidders are not

required to apply for these preferences. Denial of the TACPA preference request is not a basis for rejection of the bid.

The State as part of its evaluation process reserves the right to verify, validate, and clarify all information contained in the bid. This may include, but is not limited to, information from bidders, manufacturers, subcontractors and any other sources available at the time of the bid evaluation. Bidder refusal to agree to and/or comply with these terms, or failure to provide additional supporting information at the State's request may result in denial of preference requested.

Contracts awarded with applied preferences will be monitored throughout the life of the contract for compliance with statutory, regulatory, and contractual requirements. The State will take appropriate corrective action and apply sanctions as necessary to enforce preference programs.

Any questions regarding the TACPA preference should be directed to the Department of General Services, Procurement Division at (916) 375-4609.

TACPA Preference Request (STD 830):

<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf>

Bidder's Summary of Contract Activities and Labor Hours:

<http://www.documents.dgs.ca.gov/pd/edip/bidsum526.pdf>

Manufacturer's Summary of Contract Activities and Labor Hours:

<http://www.documents.dgs.ca.gov/pd/dispute/mfgsum525.pdf>

In addition to the above referenced forms the Bidder must submit Exhibit 11, Bidding Preferences and Incentives identifying their TACPA preference.

Additional instructions are provided on the form. Refer to Exhibit 14: STD 830 TACPA Preference Request.

5.3 STD 213, STANDARD AGREEMENT (M)

The STD 213, Standard Agreement must be original hand-signed by a party authorized to bind the firm contractually. Bidders shall complete Exhibit 15, STD 213 Standard Agreement and attach Appendix A, Statement of Work (SOW) and Attachment 1.0 – Attachment 5.0.

5.4 STATEMENT OF WORK (M)

Appendix A, SOW, identifies and describes the tasks and responsibilities of the Bidder and responsibilities of the State during the development, implementation, and operations

phases of the CPE contract. Bidder must attach the SOW and Attachment 1.0 - Attachment 5.0 to the STD 213 Contract.

5.5 CONTRACT TERMS AND CONDITIONS (M)

The following Terms and Conditions (T&Cs) apply to this IFB and the resulting Agreement:

General Provisions – Information Technology (IT) (GSPD-401IT, 09/05/14)

http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf

5.6 BIDDER RESPONSIBILITY

5.6.1 Ability to Perform (M)

Prior to award of the Contract, the State must be assured that the Bidder selected has all of the resources to successfully perform under the Contract. This includes, but is not limited to, personnel in the numbers and with the skills required; equipment of appropriate type and in sufficient quantity; financial resources sufficient to complete performance under the Contract; and experience in similar endeavors. If, during the evaluation process, the State is unable to assure itself of the Bidder's ability to perform under the Contract, if awarded, the State has the option of requesting from the Bidder any information that the State deems necessary to determine the Bidder's responsibility. If such information is required, the Bidder will be so notified and will be permitted five (5) State business days to submit the information requested in writing. Examples of the type of financial responsibility information requested may include annual reports and current audited balance sheets for the Bidder firm.

5.6.2 Primary Bidder (M)

An award, if made, will be to a Primary Bidder. The selected Primary Bidder will be responsible for successful performance of all Subcontractors and support services offered in response to this Bid. All State policies, guidelines, and Requirements that apply to the Primary Bidder also apply to Subcontractors, as applicable to the products and services they provide and to their role as a Subcontractor. Furthermore, the State will consider the Primary Bidder to be the sole point of contact regarding contractual matters for the term of the resulting Contract. The Bidder shall not assign financial documents to a third-party without prior written approval by the State, and an amendment to the resulting Contract.

5.6.3 Commercial General Liability Insurance (M)

The Prime Contractor shall maintain general liability with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. 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 agreement. This insurance shall apply separately to each insured against whom a claim is made or suit is brought, subject to the Bidder's limit of liability.

In accordance with GSPD 401IT 09/05/2014, section 20 – Insurance; The Contractor shall furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an “additional insured” if required under the Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificates(s) is insufficient for this purpose. When performing work on state owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.

The Prime Contractor shall agree to furnish the State satisfactory evidence thereof within 10 calendar days of Contract award.

5.6.4 Seller's Permit (M)

This proposal is subject to all Requirements set forth in Sections 6452, 6487, 7101 and 18510 of the Revenue and Taxation Code, and Section 10295 of the PCC, requiring Bidders to provide a copy of their retailer's seller's permit or certification of registration, and, if applicable, the permit or certification of all participating affiliates issued by the State of California's Board of Equalization (CA BOE). The seller's permit must be submitted with Final Bid submission. See Exhibit 8, Seller's Permit Certification. For more information on seller's permit or certification of registration, refer to the following link: <http://boe.ca.gov/pdf/pub73.pdf>

5.7 OTHER ADMINISTRATIVE TERMS AND CONDITIONS

5.7.1 Amendment (M)

Any Contract executed as a result of this IFB, may be amended, consistent with the terms and conditions of the contract and by mutual consent of both parties, subject to approval by the Statewide Technology Procurement under PCC 12100.

5.7.2 Availability (M)

If at any time after award of this contract, the Contractor becomes unable to provide any part of its contracted services, the Contractor must, within 10 business days, notify the State in writing to seek a potential resolution, and if appropriate, propose a replacement

of those services that it can no longer provide. The replacement must be at no cost to the State, and shall be equivalent to or exceed the proposed service that was previously offered and accepted by the State in the Contractor's Final Bid or awarded Contract.

The State reserves the sole right to determine if the proposed replacement is acceptable. The inability to provide a Mandatory Requirement may be grounds for Contract termination in whole or in part.

5.7.3 Bid Rejection (M)

A Final Bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities, of any kind, in accordance with Section 2.5.4, Errors in Final Bid. Deviation from terms and conditions previously approved for this IFB may be cause for rejection of the Bid. Bidders submitting conditional bids may be disqualified.

5.8 ADDITIONAL ADMINISTRATIVE REQUIREMENTS

5.8.1 Productive Use (M)

The objective of the productive use requirements is to protect the state from being an experimentalist for new equipment and software that has no record of proven performance. Although the state does not expect simply to install a solution already in productive use elsewhere, it wants to avoid becoming a "beta site" for a substantially new technology product.

The proposed solution must include only equipment and off-the-shelf software that is currently supported by its manufacturer. No equipment and/or software may be proposed, specified, or employed if the manufacturer has announced an end to support. The productive use Requirements defined in this subsection do not apply to any portion of the custom software developed or modified for the State under this contract.

5.8.2 Customer In-Use (M)

The State requires that each equipment and software component proposed as part of an automated system must have been installed and in productive use, in substantially the conformation bid, for a paying customer external to the Bidder's organization, for at least the number of months shown in the table below prior to the required date of installation or Final Bid submission.

Table 5-1: Productive Use Timeframes

Product	Project Cost	Final Bid Submission
Category 1 – Critical Software Software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, data base management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.	1) More than \$100,000	6 months
	2) \$10,000 up to \$100,000	3 months
	3) Less than \$10,000	1 month
Category 2 – All Information Technology Equipment and Non-critical Software. Information technology equipment is defined in SAM Section 4819.2.	1) More than \$100,000	4 months
	2) \$10,000 up to \$100,000	3 months
	3) Less than \$10,000	1 month

Substantial design changes in required system control modules or in components critical to the processing requirements of the State's workload are also subject to the In-use requirement. Increases or decreases in numbers of components or minor alteration in equipment or minor modifications or updates to software to provide improvements or features, to correct errors, or to accommodate hardware changes may be exempt from the In-use requirement by the Department of Technology, STP, if no substantial changes in logic, architecture or design are involved.

5.8.3 Equipment (M)

All equipment offered must be new and the latest model in current production. Used, shopworn, refurbished, demonstrator, prototype, or discontinued models are not acceptable.

5.8.4 Public Works Requirements (Applicable To Installation Only) (M)

- 1) In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment of materials purchased under the contract.

- 2) Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the Department of Transportation booklet entitled General Prevailing Wage Rates. The booklet is required to be posted at the job site. Contact the Department of Industrial Relations, Prevailing Wage Unit at (415) 972-8628.
- 3) Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on STD 807 when the contract involves a public works expenditure (labor/installation costs) in excess of \$5,000.00. Such bond shall be in a sum not less than one-half the contract price for the public works portion of the labor/installation costs. Forms will be made available to the Contractor.
- 4) Each participating Bidder shall submit with their bid a list of proposed subcontractors or indicate that none are to be used. See EXHIBIT 5, List of Proposed Subcontractors (Public Works). The State reserves the right to approve or object to the use of proposed subcontractors on the list.
- 5) Each participating Bidder must certify that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing with the performance of work of this contract. A Workers' Compensation Certification must be completed and submitted with an original signature with the Bidders Final Bid. See EXHIBIT 4, Workers' Compensation Certification.

5.8.5 Laws To Be Observed (M)

5.8.5.1 Labor

Pursuant to Section 1775 of the California Labor Code, the Contractor shall, as a penalty to the State or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid by the Contractor, or its subcontractor, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.

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

5.8.5.2 Travel and Subsistence Payments

The Contractor shall pay the travel and subsistence of each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with California Labor Code Section 1773.8

5.8.5.3 Apprentices

Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. Each Contractor and/or subcontractor must, prior to commencement of the public works contract, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically the required rationale thereunder. Responsibility for compliance with this section lies with the prime Contractor.

5.8.5.4 Payroll

The Contractor shall keep an accurate payroll record showing the name, address, Social Security Account Number, work classification and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be made available for inspection as specified in Section 1776 of the California Labor Code.

5.8.6 Contractor's License (M)

Contractors and/or subcontractors performing cable and/or wiring installation work or structural modifications for the State are required to have the appropriate State contractor's license. The license must be in the name of the company or the name of the "qualifying individual" of the company. Complete and submit Exhibit 6, Contractor's License Information, with their final bid submittal.

The bidder certifies under penalty of perjury, the accuracy of the representations made with regard to the contractor's license number, class, and expiration date.

The contractor shall pay the rate of wages for regular, overtime, and holiday work plus employer payments for benefits generally prevailing in the locality in which the work is performed, for all crafts, classifications or types of workmen used on State premises at the point of delivery by the contractor for the assembly and installation of material purchased under this contract.

A bid that does not contain the information or if the information is later proven false, shall be considered non responsive and rejected by the State.

5.8.7 Contractor's Reporting Requirements (M)

Bidders agrees to all Contractor's Reporting Requirements as stated in Appendix A, Statement of Work, Section 1.17- Technical SLA Charts – CPE Turn-key and Host-Remote Systems and 1.19, Reporting Requirements.