

Contract Term	Summary of Term
Sweatfree Code of Conduct	Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to CalPERS pursuant to the Agreement have been 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. Contractor further declares under penalty of perjury that it adheres 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.
Benefits for Domestic Partners	Contractor certifies, for contracts in excess of \$100,000, that it is in compliance with Public Contract Code section 10295.3 with regard to benefits for domestic partners.
Child Support Compliance Act	For any contract in excess of \$100,000, Contractor recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 commencing with section 5200 of Part 5 of Division 9 of the California Family Code.
Nondiscrimination	Contractor and its subcontractors, as well as their agents and employees, shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (including health impairments related to or associated with a diagnosis of cancer for which a person has been rehabilitated or cured), age (40 or over), marital status, use of family and medical care leave pursuant to federal law, and gender identity (in compliance with Public Contract Code section 10295.35). Contractor certifies under penalty of perjury under the laws of the State of California that Contractor has complied with the nondiscrimination program requirements of Government Code section 12990, subdivisions (a) through (f), and California Code of Regulations, Title 2, section 11100 et seq.
National Labor Relations Board Certification	Contractor, by signature hereto, does swear under penalty of perjury that no more than one 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.

<p>Americans with Disabilities Act</p>	<p>Contractor certifies that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.</p>
<p>Drug-Free Workplace</p>	<p>Contractor certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350 et seq.) and will provide a drug-free workplace.</p>
<p>Small Business and Disabled Veteran Business Enterprise Participation Goal</p>	<p>If for this Agreement Contractor made a commitment to achieve small business participation, then Contractor must within sixty (60) days of receiving final payment under this Agreement report to the awarding department the actual percentage of small business participation that was achieved.</p> <p>If for this Agreement Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within sixty (60) days of receiving final payment under this Agreement certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved.</p>