



THANK YOU for your interest in Windsor Communities!

NEW VENDOR PACKAGE

Any vendor performing work or services on a Windsor property must be enrolled with Compliance Depot (CD) and become approved for Windsor Communities.

New Vendors Will Be Required To

- Pay a non-refundable annual registration fee.
- Provide proof of insurance for General Liability, Workman's Compensation, Auto Liability, and in some cases Excess Liability (Windsor's insurance requirement is based on the industry risk associated with the specific job or service)
- Provide a signed and dated W-9.
- Provide applicable professional licenses.
- Complete and Sign Windsor's Master Vendor Agreement.
- Go through a full Background Investigation (on owner/s)

CD Enrollment Steps

Windsor has a closed vendor list with CD. Vendors must be added to a community's vendor list by the community's manager or maintenance supervisor.

The decision to use your company's services is at the sole discretion of the Community Manager, Maintenance Supervisor, Area Manager or Regional Maintenance VP.

Submit all documents to Compliance Depot by email at documents@ComplianceDepot.com, by fax at 877-665-8910, or online at www.ComplianceDepot.com using the username and password you were provided by Compliance Depot at enrollment. Do not send documents to Windsor Communities corporate or site offices.

Checking your CD Status

Once enrollment is complete, you may check your status via the Compliance Depot website at www.ComplianceDepot.com using the same user name and password that you were provided by Compliance Depot.



What's included in this package?

- Insurance Certificate Samples: Class A (low Risk), Class B (Moderate Risk) and Class C (High Risk)
- Windsor's Master Vendor Agreement.

Frequently Asked Questions Regarding CD

Q: What does the CD enrollment fee cover?

A: The Compliance Depot approval process and enrollment fee covers the processing, and storage of your documents including Windsor's Master Vendor Agreement, W-9, licensing information (if applicable), and insurance certificates. It also covers the extensive screening procedures Windsor requires including – but not limited to – background and criminal checks; government watch list searches, professional license verification, liens/judgments/bankruptcies, and tax identification number verification.

Q: I have already enrolled with Compliance Depot and I am an approved vendor for a different client. Do I need to enroll for Windsor as well?

A: Yes, approval for Windsor is required as each management company has different compliance requirements. You will need to complete the enrollment process for Windsor to ensure that your company meets our specific requirements.

Q: How long does it take Compliance Depot to process documents?

A: Documents are usually processed within 72 hours. **NOTE:** This process re-starts each time a new document is submitted for review.

Q: I have submitted all of my documents but I am still not "Approved".

A: Log in to your account or contact Compliance Depot to determine what items are still pending.

Q: What does it mean when my "verbiage" is incorrect?

A: Windsor requires specific additional insured verbiage. If your policy does not reflect the exact wording required, or contains typographical errors, then Compliance Depot is not permitted to accept it. A correction will need to be made by your insurance agent in order to meet the requirements Windsor has requested.

LOW RISK SAMPLE COI

	CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YY)
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PRODUCER	CONTACT NAME: PHONE (A/C, No, Ext) _____ FAX (A/C, No) _____ E-MAIL _____ ADDRESS: _____
INSURED	INSURERS AFFORDING COVERAGE _____ NAIC # _____ INSURER A: (Insurer must have an AM Best Rating of A- or higher.) INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>					<input checked="" type="checkbox"/> WC STATU-ORY LIMITS _____ OTH-ER _____ E.L. EACH ACCIDENT \$ 250,000 EL DISEASE-EA EMPLOYEE \$ 250,000 EL DISEASE-POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Attach a copy of the General Liability Additional Insured Endorsement(s) reflecting the following: WINDSOR PROPERTY MANAGEMENT COMPANY AND THE OWNERSHIP ENTITY(S) OF THEIR OWNED OR MANAGED PROPERTIES are additional insured on the general liability policy in regard to goods, services or operations provided by the named insured or by those acting on the named insured's behalf. INSURANCE AGENTS: If your insured has a scheduled endorsement the aforementioned parties must be included in the schedule and a copy of endorsement must be submitted along with the certificate. If your insured has a blanket endorsement it must also be

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CERTIFICATE HOLDER

Windsor Property Management Company
c/o Compliance Depot
P.O. Box 115006
Carrollton, TX 75011
Fax: (877) 665-8910
Email: documents@compliance depot.com

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

MODERATE RISK SAMPLE COI

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AUTHORIZED REPRESENTATIVE

HIGH RISK SAMPLE COI

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AUTHORIZED REPRESENTATIVE



WINDSOR MASTER VENDOR AGREEMENT

The undersigned (“Vendor”) has executed and delivered this Windsor Master Vendor Agreement (“Master Agreement”) to Compliance Depot as of the day and year indicated below. The Vendor acknowledges the receipt and sufficiency of good and valuable consideration for the execution and delivery of this Master Agreement, including but not limited to the opportunity to solicit and perform Work (as defined below) for Windsor (as defined below). Capitalized words are defined in Section 11.0 below.

From time to time the Vendor may perform services for and/or deliver goods to Windsor (such services and/or goods collectively, the “Work”). Prior to the commencement of Work the parties shall enter into an agreement as to the scope of the Work, the price Windsor will pay Vendor for the Work (the “Price”) and certain other Work specific terms and conditions (each agreement individually a “Work Authorization”). All Work Authorizations shall be in the form and manner of the Work Authorization attached hereto as Exhibit A and incorporated herein by reference. The terms and conditions of this Master Agreement are incorporated by reference into each individual Work Authorization and shall govern all Work to be performed thereunder. Compliance Depot will assign an internal control number to the Vendor and this Master Agreement and will notify each party in writing of the number assigned.

1.0 PERFORMANCE OF THE WORK

1.1 All Work shall: 1) comply with all Laws; 2) be performed by trained, competent, properly supervised personnel, licensed where required, with sufficient and appropriate equipment to perform the Work supplied by Vendor; 3) be new, first class, free of defects or liens, and fit for its intended use; 4) be good and journeyman like, consistent with generally accepted standards for similar Work; and 5) be performed between 8 am and 5pm and on weekdays unless otherwise agreed.

1.2 Vendor: 1) shall provide Windsor with timely written notice of any violation of Law or any delay in finishing the Work; 2) acknowledges Windsor retained Vendor relying on Vendor’s representation of its expertise in the performance of the Work; 3) shall enroll and remain enrolled with Compliance Depot and pay any fees and satisfy any conditions required therefor; 4) shall obtain and pay for any and all permits and licenses required for the Work and all taxes resulting from the Work; 5) at its own cost and expense shall promptly remedy damage or loss to real or personal property caused in whole or in part by Vendor or any Subcontractors; 6) upon completion of the Work and written acceptance by Windsor, shall restore the Property not altered by the Work to its condition prior to the Work, clean and free of all tools, equipment, waste materials and debris; 7) shall be liable for all utility costs in performing the Work, including those costs for utilities “left on” after Work is finished; 8) shall provide adequate measures to prevent damage to or loss of real or personal property or personal injury and shall immediately correct any unsafe condition identified in any notice from Windsor or other

Rev 13 1/7/2011



person; 9) shall minimize annoyance, interference or disruption to the Property and all persons thereon; 10) promptly correct any Work and replace any materials that are defective or fail to conform to the requirements of this Master Agreement or the Work Authorization for such a period of time after completion as set forth in the applicable Work Authorization; 11) shall be responsible for damage to or theft of real or personal property of Windsor or any other person or any personal injury caused in whole or part by Vendor or any Subcontractor; 12) shall cause any person performing Work on the Property to wear a uniform clearly indicating the company they work for, appropriate for their type of work (which excludes tank tops or cut off shorts), in clean and presentable condition, free of rips and other unsightly imperfections; 13) shall conduct criminal background checks on all persons performing the Work and shall not permit any persons with negative findings to perform the Work; 14) shall cause its personnel and Subcontractors' personnel to behave in a professional manner, which shall exclude spitting, foul language and inappropriate gestures or overtures; 15) is an independent contractor; 16) shall submit shop drawings and samples of all workmanship or materials to Windsor for approval prior to commencement of the Work; 17) follow the billing instructions of Windsor; 18) comply with the terms of any collective bargaining agreement to which Windsor, Vendor or a Subcontractor is a party; and 19) meet daily with or provide reports to Windsor, if requested.

1.3 Vendor shall not: 1) and has not provided a gift with a value of over \$25 or any number of gifts with an accumulative value over \$50 to any employee of Windsor; 2) unlawfully discriminate on the basis of a person's race, religion, color, gender, ethnic group, age, physical and mental disability, marital or family status, or sexual orientation and shall cause all Subcontractors to comply with this requirement; 3) use the name of the Property or Windsor in advertising or similar use; 4) infringe on any intellectual property right; 5) and has not paid any "kick backs" to any employee of Windsor; 6) and has not disclaimed any implied or express warranties for the Work.

1.4 Other: Vendor shall be liable for any direct or indirect damages, costs or expenses to Windsor resulting from Vendor's noncompliance with this Section 1.0 or other breach of this Master Agreement or any Work Authorization. Windsor's acceptance of Work and payment therefor shall not relieve Vendor of its obligation to replace or fix faulty materials or workmanship or other breach of this Master Agreement or any Work Authorization.

2.0 INSURANCE

2.1 Vendor: 1) shall obtain and maintain the Required Insurance for claims caused by Vendor, Subcontractors and by anyone directly or indirectly used by either in performance of the Work; 2) shall deliver certified certificates of insurance to Compliance Depot reflecting the Required Insurance is in effect naming Vendor as the named insured and Windsor as an additional insured; 3) agrees that if certified certificates of insurance are not received prior to commencement of Work or Required Insurance has lapsed during performance of the Work, Windsor may without prior notice to Vendor

Rev 13 1/7/2011



terminate this Master Agreement or purchase the Required Insurance (but shall not be obligated to do so) and deduct any premium therefor from the Price; 4) shall fully cooperate with Windsor in connection with any claim against Windsor that is in whole or in part caused by Vendor or a Subcontractor and shall cause all subcontracts to contain a clause similar to this clause.

2.2 The Required Insurance shall: 1) be primary coverage without consideration for any other insurance coverage or self-insurance program, said coverage or programs being excess and non-contributory; 2) be from companies authorized to do business in the state in which the Work is to be performed, have and maintain a Best's rating of "B+" or better with coverage and policy limits as Windsor may reasonably require; 3) shall provide that Vendor and Windsor be given thirty (30) days prior written notice of insurance renewal, non-renewal or cancellation, 4) contain full Waivers of Subrogation in favor of Windsor; and 5) not contain Exclusions of Work performed on Residential Properties.

3.0 TERMINATION: Windsor may, in its sole and absolute discretion and with or without cause, terminate this Master Agreement without notice to Vendor. Windsor shall pay Vendor that portion of the Price allocable to the portion of the Work performed by Vendor and accepted by Windsor.

4.0 RECOURSE: the Property is Vendor's sole recourse for any breach of this Master Agreement.

5.0 SUCCESSORS AND ASSIGNS: This Master Agreement binds Vendor, the Subcontractors and their personal representatives, successor and assigns and is not assignable by Vendor without the prior written consent of Windsor.

6.0 INDEMNITY, WAIVER: Vendor shall indemnify and hold Windsor harmless from any claim, loss, cost, expense, cause of action, obligation or liability, including but not limited to reasonable and actual attorneys' fees, which are incurred by Windsor in connection with the actions of Vendor or Subcontractor, violation of any Law or breach of this Master Agreement or any Work Authorization. Vendor, for itself and any Subcontractor, releases and waives any right to file any form of lien against the Property in connection with the furnishing of labor or goods.

7.0 DAMAGES: In addition to any other damages that may be incurred by Windsor, Vendor agrees Windsor may suffer damages from a delay in Vendor's completion of the Work by the completion date set forth in any applicable Work Authorization. If these damages are extremely difficult or impractical to measure, Windsor may elect to receive the per diem estimated damages set forth in the applicable Work Authorization. This deduction is in the way of liquidated damages and is not a penalty. Damages shall be calculated from the date of scheduled completion to the date of actual completion by Vendor, Windsor or a third party selected by Windsor.



8.0 SUBCONTRACTS: In order to avoid improper self dealing, Vendor must inform Windsor if any agreement or contract for performing any part of the Work is with an affiliate of Vendor. Windsor may approve or disapprove any such agreement or contract. The Vendor shall impose the same terms and conditions imposed on the Vendor under this Master Agreement on any Subcontractor.

9.0 CONFLICT: This Master Agreement shall control in any conflict between this Master Agreement and any “form” documents of Vendor, Vendor having reviewed this Master Agreement against its form documents. Any delays in resolving conflicts in any documents will entitle Windsor to damages as provided herein, including but not limited to damages set forth in Section 7.0 above. Unless the Vendor has delivered a change order and has received Windsor’s written approval thereof, no increase in Price will result from changes in the scope of the Work or manner of the performance of the Work as Vendor has agreed to perform the Work for the Price. The terms and conditions of any Work Authorization shall be incorporated into this Master Agreement by reference.

10.0 MISCELLANEOUS

1) Consent or approval herein may be withheld, conditioned or denied in Windsor’s sole discretion; 2) disputes between the parties shall be interpreted by the Laws of and in the court system of the state of Massachusetts; 3) this Master Agreement supersedes all previous agreements between the Vendor and Windsor, oral or written, and can only be changed by written agreement between the parties; 4) headings are inserted solely for convenience; 5) in the event of any legal action resulting from this Master Agreement or the Work, the non-prevailing party shall repay the prevailing party for all of the prevailing party’s costs and expenses therefor, including but not limited to reasonable and actual attorneys’ fees and disbursements; and 6) notices or requests for consents or approvals shall be in writing delivered to the parties at the addresses above by US Mail, by hand, by acknowledged fax or by an expedited overnight delivery service.

11.0 DEFINITIONS

Certificate of Responsible Contractor: See Exhibit B attached hereto

Laws: All Federal, state and local laws that apply to performance of the Work including but not limited to: the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, and Federal Fair Housing Act Amendments.

Owner: As described in the applicable Work Authorization

Price: As described in the applicable Work Authorization

Property: As described in the applicable Work Authorization

Subcontractors: Vendor’s subcontractors of any tier, vendors, suppliers, materialmen and mechanics of Vendor; meaning and intending to include any and all parties performing the Work, and their employees.

Windsor: Windsor Property Management Company, any Owner, their affiliates, members, stockholders, partners, trustees, officers, directors, employees and agents.

Work: As described in the applicable Work Authorization.

Rev 13 1/7/2011



Acknowledged and agreed to this ___ day of 201_.

VENDOR: _____ (seal)

Authorized Signatory: _____

Name (print): _____

Title: _____

**EXHIBIT A
WORK AUTHORIZATION FORM**

The Exhibit A-Work Authorization form will be used in lieu of the vendor's agreement or contract. The vendor's agreement or contract will be attached as an addendum to The Exhibit A-Work Authorization document.

**EXHIBIT B
CERTIFICATE OF RESPONSIBLE CONTRACTOR**

At the time of the execution and delivery of this Master Agreement to Compliance Depot, Vendor shall execute and deliver an original counterpart of each of the forms of Certificate of Responsible Contractor attached to this Exhibit B. Fully executed Certificates must be received prior to commencement of the Work for any matter, Windsor shall inform Vendor in writing which form of Certificate shall apply to the Work and Vendor shall be deemed to have delivered such a Certificate prior to its commencement of the Work for that matter.

CalPERS CERTIFICATE OF RESPONSIBLE CONTRACTOR
CalSTRS CERTIFICATE OF RESPONSIBLE CONTRACTOR
CERTIFICATE OF RESPONSIBLE CONTRACTOR (Other)



Exhibit A – Work Authorization

VENDOR NAME: Enter Vendor's Name

COMPLIANCE DEPOT #: Enter Vendor's CD ID

This Work Authorization (“Work Authorization”) is made as of January _____, 2011, by and between Windsor Property Management Company (“Windsor”) and the undersigned (“Vendor”). Utilizing the definitions below, the Vendor will perform the Work for the Price and Windsor will pay Vendor the Price for the Work, all in accordance with the terms and conditions of that certain Windsor Master Vendor Agreement by and between Windsor and Vendor dated January _____, 2011, (“Master Agreement”), a true and accurate counterpart of which has been deposited by the parties with Compliance Depot. The terms and conditions of the Master Agreement held by Compliance Depot are incorporated herein by reference.

Property Name: Enter Property Name (Not Legal Name)

Property Address: Enter Property Address

Windsor Mailing: Mailing Address if different from property address

Contact: Windsor Contact for Project/Service

Telephone: Windsor's Contact Tel #

Fax: Windsor's Contact Fax #

Email: _____@WindsorCommunities.com

Owner: Property's Legal Name. See Purchasing > Legal Names on Intranet

Vendor: Vendor's Business Name (W-9)

Address: Vendor's Mailing Address

Contact: Vendor's Contact for Project/Service

Vendor's Contact Title

Telephone: Vendor's Contact Tel #

Email: Vendor's Contact Email



Exhibit A – Work Authorization

Start Date: January , 2011

End Date: January , 2011

Per diem for delay: In the event of a delay in completion of the Work by the Completion Date, pursuant to Paragraph 7.0 of the Master Vendor Agreement, Windsor may elect to deduct the per diem amount of \$ from the Price for each day of delay in lieu of seeking damages for such delay.

Work: Enter Scope of Work

Price: Enter Total Price

***ATTACH VENDOR'S PROPOSAL AS AN ADDENDUM TO THIS
EXHIBIT A-WORK AUTHORIZATION***

WINDSOR PROPERTY MANAGEMENT COMPANY OWNER/AGENT

Authorized Signatory: _____

Name (print): Enter Windsor's Signatory Name

Title: Enter Windsor's Signatory Title

Date: January , 2011

VENDOR

Authorized Signatory: _____

Name (print): Enter Contractor's Signatory Name

Title: Enter Contractor's Signatory Title

Date: _____

For Windsor Use Only

Signature Authority	
\$0 to \$2,000	Property Mgr/Maint. Supervisor/Divisional Mgr (via RVP/Regional Maint. Approval)
\$2,001 to \$99,999	Purchasing Department
\$100,000 +	Purchasing Department/Sr. VP Engineering

Appendix 1

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM CERTIFICATION OF RESPONSIBLE CONTRACTOR STATUS

Introduction

The California Public Employees' Retirement System ("CalPERS") has a deep interest in the condition of workers employed by CalPERS and its Managers and Delegates. CalPERS, through the Statement of Investment Policy for the Responsible Contractor Program ("Responsible Contractor Program Policy"), supports and encourages fair wages and fair benefits for workers employed by its contractors and subcontractors, subject to fiduciary principles concerning duties of loyalty and prudence, both of which further require competitive returns on CalPERS real estate and infrastructure investments.

A. GENERAL INFORMATION

Company Name	
Address	
City	
Telephone Number	Email
Contractor's License #	Contractor License Expiration Date

Please complete the following questions about your firm and the marketplace in which you operate. Refer to definitions on page 4 of this Appendix.

B. WAGES

1. Considering the wages paid by your competitors in this market, the nature of this project, and the size and scope of this contract, do you believe that your firm will pay local market wages to workers on this job? (Additional information may be provided below) <input type="checkbox"/> YES <input type="checkbox"/> NO

C. BENEFITS

1. For the workers on this job, will your firm provide access to health insurance? (Additional information such as percent of employees covered, employer contribution, individual or family coverage may be provided below) <input type="checkbox"/> YES <input type="checkbox"/> NO

C. BENEFITS (CONTINUED)

2. For the workers on this job, will your firm provide access to a pension, 401(k), or a similar retirement savings or deferred compensation program? (Additional information such as type of plan, the percentage of workers covered, and employer contribution may be provided below)

YES NO

3. For workers on this job, will your firm provide access to apprenticeship programs for skilled trades? (Additional information may be provided below)

YES NO

4. Are there any other benefits that you will provide to the workers on this job such as paid vacation, sick leave, dental/vision/life, etc.? (Additional information such as types of benefits, percentage employer contribution, who is covered, and percentage of employees covered may be provided below)

YES NO

5. Considering your answers above, the benefits your competitors in this market provide to their employees, the size and scope of this contract, and the nature of this project, do you believe your firm will provide benefits consistent with local market practices to the workers on this job? (Additional information may be provided below)

YES NO

You may attach additional page(s) as necessary to provide complete documentation of responses.

D. REGULATORY STATUS (attach additional pages if necessary)

1. In the last 24 months, has your firm been fined, suffered an adverse judgment, incurred a penalty, been found in violation of, or had to change its employment policies because of violations of State or Federal labor laws, including but not limited to the National Labor Relations Act, Occupational Safety and Health Administration, the Civil Rights Act of 1964 (e. g., sexual harassment or discrimination violations), EPA, or Water or Air Quality Boards? If yes, please explain.

YES NO

2. Are you aware of any pending complaints that have been filed with your firm or any agency enforcing labor or employment laws? If yes, please explain (an affirmative answer will not necessarily disqualify you from being the successful bidder, however it will be taken into account in determining Responsible Contractor status).

YES NO

3. At any time during the last 24 months, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract? If yes, please explain.

YES NO

E. RESPONSIBLE CONTRACTOR STATUS (Refer to definitions on page 4 of this Appendix)

Please check **one** of the following boxes:

- 1. Meets all Responsible Contractor requirements.
- 2. Meets none of the Responsible Contractor requirements.
- 3. Meets certain of the Responsible Contractor requirements.

If you have checked the third box above, please provide an explanation below.

F. OWNER'S CERTIFICATION OF RESPONSIBLE CONTRACTOR STATUS

On behalf of the above-named company, the undersigned certifies that the information and response provided within pages 1 through 4 of this Appendix is complete and accurate as of this date, and he/she is aware that any intentionally misrepresented or falsified information may result in disqualification from future contracting opportunities.

Signature

Date

Name (please print)

Title

CalPERS reserves the right to disclose the contents of the Self-Certification Form at its discretion or the discretion of the applicable Manager or Delegate. Disclosure also may be required by applicable law.

E. DEFINITIONS

Responsible Contractor: A business that pays workers a fair wage and a fair benefit as evidenced by payroll and employee records. The definition of fair benefits includes, but is not limited to, employer paid family health care coverage, pension benefits, and apprenticeship programs.

Fair Wage, Fair Benefits, and Training: The Policy avoids a narrow definition of “fair wage”, “fair benefits”, and “training” that might not be practical in all markets. Furthermore, the Policy does not require a “prevailing wage”, as defined by government surveys. Instead, the Policy looks to local practices concerning type of trade and type of project. The Policy recognizes that practices and labor market conditions vary across the country and that flexibility in its implementation is very important.

The definition of fair benefits generally includes, but is not limited to, employer-paid family health care coverage, pension benefits, and apprenticeship programs. What constitutes a fair wage and a fair benefit depends on the wages and benefits paid on comparable real estate or infrastructure projects. Fair wages and fair benefits are based upon local market factors, that include the nature of the project (e.g., residential or commercial and public or private), comparable job or trade classifications, and the scope and complexity of services provided.

In determining fair wages and fair benefits concerning a specific contract in a specific market, items that may be considered include local wage practices, state laws, prevailing wages, labor market conditions, and other items.

In place of a prevailing wage standard, the Policy requires a broad outreach and competitive bidding program, as described in Sections IV.D. and VI of the Policy. This program is premised upon the availability of a list of Responsible Contractors in every market in which CalPERS directly owns a property. While Managers and Delegates are responsible for gathering and analyzing information relevant in identifying and hiring a Responsible Contractor, compilation of this list does not depend solely on them. Instead, this Policy invites the various local trades to suggest contractors, which in their view, qualify as Responsible Contractors. Sources of information include local building and service trade councils, builders associations, and governments.

See Policy for complete requirements of the Responsible Contractor Program Policy.

Appendix 2

Complaint, Investigation and Dispute Resolution Process Regarding Potential Violations of the CalPERS Responsible Contractor Program Policy

All complaints must be in writing and sent to CalPERS at the following address:

**California Public Employees' Retirement System
Investment Office, Real Estate Unit
400 Q Street, Suite E4800
Sacramento, California 95814
Attention: Senior Investment Officer, Real Estate
Tel: 916-795-3400
Fax: 916-795-3965**

The following outlines the complaint, investigation and resolution process:

Step 1 - The complaining party contacts CalPERS Staff in writing, stating the complaint. The written complaint must document the specific allegation(s), the specific provision(s) in the RCP that is alleged to be violated, the property address, date, and parties involved. Please include any other information that may be pertinent to the matter.

Step 2 - Staff will log the written complaint into the Responsible Contractor Complaint/Concern Log. The Complaint/Concern Log is maintained by the Staff. After the written complaint has been filed and logged into the Responsible Contractor Complaint/Concern Log, the complaining party may request in writing a copy of that contractor's completed Self-Certification Form.

Step 3 - The Staff will contact the complaining party to gather additional information to fully understand the nature of the complaint(s). Also, upon receipt of a complaint, CalPERS may, in its discretion, disclose to the Manager or Delegate against which the complaint has been filed, the nature of the complaint, may provide a copy of the written complaint to the Manager or Delegate in question and may disclose the Delegate's Self-Certification Form to the complaining party.

OPERF CERTIFICATION OF RESPONSIBLE CONTRACTOR STATUS

GENERAL INFORMATION				
Company Name _____				
Address _____				
City _____		State _____		Zip Code _____
Telephone Number () _____			Fax Number () _____	
Ownership Structure (<i>Please Check One</i>)				
<input type="radio"/> Sole Proprietorship <input type="radio"/> Partnership <input type="radio"/> Corporation <input type="radio"/> Joint Venture <input type="radio"/> Other _____				
Description of Service(s) Provided _____ _____				
Contractor's License # _____				

RESPONSIBLE CONTRACTOR STATUS (<i>Refer to definition on reverse</i>)
Please check one of the following boxes:
<p>1. <input type="radio"/> Meets all Responsible Contractor Requirements 2. <input type="radio"/> Meets none of the Responsible Contractor Requirements 3. <input type="radio"/> Meets certain of the Responsible Contractor Requirements (provide explanation below)</p>
If you have checked box 3 above, please provide an explanation below (attach additional pages if necessary):
Explanation: _____ _____ _____ _____

OWNER'S CERTIFICATE OF RESPONSIBLE CONTRACTOR STATUS
On behalf of the above-named company, the undersigned certifies that the information and response provided herein are true, complete and accurate as of this date, and he/she is aware that any intentionally misrepresented or falsified information may result in disqualification from future contracting opportunities.
Signature _____ Date _____
Name (please print) _____ Title _____

This form was prepared for use in compliance with the Responsible Contractor Program Policy of the Oregon Public Employees' Retirement System ("OPERF")
Any contractor or subcontractor with a minimum contract size of \$25,000 should complete this form.

INTRODUCTION: The Oregon Public Employees' Retirement System ("System") has a deep interest in the condition of workers employed by the System and its advisors. The System, through the Responsible Contracting Policy, supports and encourages fair wages and fair benefits for workers employed by its contractors and subcontractors, subject to fiduciary principles concerning duties of loyalty and prudence, both of which further require competitive returns on the System's real estate investments. The System endorses small business development, market competition and control of operating costs. The System supports many of the ideals espoused by labor unions and encourages participation by labor unions and their signatory contractors in the development and management of the System's real estate investments. The System believes that an adequately compensated and trained worker delivers a higher quality product and service. This policy is intended to complement and in no manner detract from existing System policy regarding service-disabled California veteran owned business enterprises.

DEFINITIONS:

Responsible Contractor: A contractor or subcontractor who pays workers a fair wage and a fair benefit as evidenced by payroll and employee records. "Fair Benefits" are defined as including, but not limited to, employer paid family health care coverage, pension benefits, and apprenticeship programs. What constitutes a "fair wage" and "fair benefit" depends on the wages and benefits paid on comparable real estate projects based upon local market factors, that include the nature of the project (e.g. residential or commercial, public or private) comparable job or trade classifications, and the scope and complexity of the services provided.

Appendix 2

Model Delegate/Sub-Delegate Contract Rider Agreeing to be Bound by Neutrality Requirement

RIDER # _____
TO CONTRACT DATED _____
BETWEEN _____ AND _____

(CONTRACTOR)
REQUIRING LABOR NEUTRALITY

Services under the contract identified above (Contract) will be provided with respect to real estate beneficially owned by the California Public Employees' Retirement System (CalPERS). CalPERS has established a Neutrality Requirement in connection with its Responsible Contractor Policy, requiring employer neutrality as to union or employee organizing efforts. By signing below, Contractor will be agreeing to be bound by the Neutrality Requirement. The provisions of the Neutrality Requirement that apply to Contractor are as follows:

1. Obligation to Remain Neutral

If a labor organization lawfully attempts to organize Contractor's or its subcontractor's employees providing maintenance, operation, or property-related services at CalPERS-owned real estate listed below (Responsible Contractor Program, or "RCP," Investments), or if such employees themselves attempt to organize, [Name of entity retaining Contractor] and all parties to any such subcontract shall remain "neutral," as explained in the next paragraph. Neutrality only is required as to employees who service an RCP Investment.

To remain "neutral" means not to take any action or make any statement that will directly or indirectly state or imply any support for or opposition to the selection by employees of a collective bargaining agent, or preference or opposition to any particular union as a bargaining agent. Nothing in this rider obligates Contractor to or prohibits Contractor from entering into private neutrality, labor peace or other lawful agreements with a labor organization seeking to represent or who currently represents workers at an RCP Investment.

Contractor shall notify employees with respect to whom it is to remain neutral that it has agreed to be neutral by providing the following notice to such employees in writing in any reasonable manner: "As required by our contract to provide [type of service] at [name of building], [name of contractor] has agreed to remain neutral if our employees who provide such services choose to join or form a union. This means that [name of contractor] will not do or say anything that either supports or opposes employee selection of a union."

Resolution of any inter-jurisdictional trade disputes shall be the responsibility of the unions (e.g., trades and the various state and national building trades councils). Subcontractor is not required to become involved in inter-jurisdictional trade disputes.

2. Obligation to Require Subcontractors to Agree to Similar Rider

If Contractor subcontracts any part of the Contract after signing this Rider, the subcontractor must agree to a rider similar to this one if the subcontract is worth at least \$100,000. Contact [name of Manager representative] at [redacted] for assistance in preparing an appropriate rider. If Contractor has already subcontracted part of this Contract and the subcontract is worth at least \$100,000, Subcontractor must promptly encourage its existing subcontractors to agree to such a rider. Contact [name of Manager representative] at [redacted] if Contractor believes that insisting on such a rider or enforcing such a rider will have adverse consequences.

3. RCP Investments

The RCP Investments at which Contractor will or may be performing services are:

- [Insert list]
- Any other investment [Name of entity retaining Contractor] designates in writing

4. Obligation to Provide Information

Contractor must provide information about the effects of requiring neutrality, as requested by [Name of entity retaining Contractor].

Agreed to this ___ day of _____, _____.

[NAME OF ENTITY RETAINING
CONTRACTOR]

CONTRACTOR