



California Department of State Hospitals

INVITATION FOR BID (IFB) Notice to Prospective Bidders

IFB Number: 22-42008-000
“Ogden HVAC Installation Services”

November 10, 2022

You are invited to review and respond to this Department of State Hospitals (DSH) – Napa solicitation. The DSH is seeking bids for a contractor to provide all necessary materials, supplies, tools, equipment, transportation, licenses, permits, prevailing wages, insurance, bonds, and personnel to provide the DSH-Napa with the **removal of the existing fan coil units, furnish and install all required materials and equipment for a completely new HVAC system into Ogden Cottage, Building 144, on the campus of Department of State Hospitals - Napa.**

This is a “public works” project as defined in Labor Code 1720. Contractor and its Subcontractor shall be registered with Department of Industrial Relations (DIR) pursuant to Labor Code 1725.5, subd. (f) and must pay prevailing wage per Labor Code 1771.

In submitting a bid, bidders agree that they have read, understood, and will comply with the instructions found herein. Failure to comply with any of the requirements may result in rejection of a bidder's bid. By submitting a response, bidders agree to the terms and conditions stated in this solicitation and any resulting agreement.

All agreements entered into with the State of California will include by reference the state's General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at: <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

This bid solicitation is published online at the California E-Procure, FISCAL web site at: <https://caleprocure.ca.gov/pages/index.aspx>. To ensure receipt of any addenda that may be issued, and answers to questions posed, you must register online at <https://caleprocure.ca.gov/pages/BidderRegistration-BS3/bidder-registration-1.aspx>.

Thank you!

Talia Yates, AGPA
Project Management Unit

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I. DESCRIPTION OF SERVICES

A. Description of Services/Background:

1. Contractor shall provide all necessary materials, supplies, tools, equipment, transportation, licenses, permits, prevailing wages, insurance, bonds, and personnel to provide the DSH-Napa with ***removal of the existing fan coil units, furnish and install all required materials and equipment for a completely new HVAC system into Ogden Cottage, Building 144, on the campus of Department of State Hospitals - Napa.***
2. Please carefully review and consider the minimum qualifications, and the detailed Scope of Work located in Attachment 18, Sample Agreement, Exhibit A, Scope of Work, in order to complete your bid.
3. ***DSH-Napa is supplying 100% working drawings stamped and approved by the Office of the State Fire Marshall (OSFM), which are attached to this IFB. (Exhibit A-1)***
4. ***DSH-Napa has also included the Specifications written by the A&E firm. This includes other important information. (Exhibit A-2)***

B. Agreement Term and Security Provisions:

1. The term of any agreement resulting from this IFB is anticipated to be January 16, 2023, through June 30, 2024. Any agreement resulting from this IFB shall have no force or effect until it is signed by both parties and approved by the Department of General Services (DGS), if such approval is required. Performance shall start no later than on the expressed date set by the awarding agency and after all approvals have been obtained and the agreement is fully executed.
2. All performance, under the agreement, shall be completed on or before the termination date of the agreement.
3. Should the Contractor fail to commence work at the agreed upon time, the DSH reserves the right to terminate the agreement upon five (5) days written notice to the Contractor.
4. Bidder shall agree to all security provisions where the performance of work takes place on any state hospital grounds.

II. MINIMUM QUALIFICATIONS (MQ)

A. Proof of Legal Right to Do Business:

Bidders must submit proof of their legal right to do business in the State of California:

1. Bidders must submit a copy of their license to do business in the State of California, where applicable.
2. Bidders must certify that they are and will continue to meet all terms and conditions for operating a business in the city/county in which the business is headquartered.
3. Bidders who are corporations, regardless of where they are incorporated, shall submit a print-out from the California Secretary of State website (<http://kepler.sos.ca.gov>) which shows that their corporation is registered and is currently in good standing.

B. References:

Bidder must submit applicable references:

1. Bidder must provide a list of three (3) references from customers for whom the bidder has provided services of the same nature and type as those outlined in this solicitation. References submitted must be for services provided in the past two (2) years (from the date of this solicitation). If the bidder has provided services to the DSH during this timeframe, one of the references must be from a DSH contract manager.

The list of references shall include the following:

- i. Company
- ii. Name and title
- iii. Address
- iv. Phone number

The DSH reserves the right to utilize these references in determining whether a bidder is responsible.

C. Agreement to Sign:

1. The bidder shall certify that, if awarded an agreement, they shall sign and return two (2) originals of the Standard Agreement signature pages (Std. 213), to be received by the DSH no later than seven (7) calendar days from the date that DSH e-mails the agreement to the email address provided by bidder on the Minimum Qualifications Response Form (Attachment 3). This requirement shall be ten (10) calendar days if the DSH elects to mail the agreement. The DSH reserves the right, at its sole discretion, to require documentation to be submitted in addition to the Std. 213. If the DSH exercises that right, the contractor must submit all required documentation within the timeframes noted here.
2. The bidder shall further certify that they understand the insurance and bond requirements in Attachment 18, Sample Agreement, Exhibit G, Insurance Requirements, and if awarded an agreement, shall provide the DSH with all required insurance and bond documents as may be applicable, in a timely manner.
3. The DSH reserves the right, at its sole discretion, to cancel a proposed award to a bidder who does not submit the required documentation described herein. Should the DSH cancel a proposed award for this reason, the DSH reserves the right, at its sole discretion, to award the contract to the next lowest, responsive and responsible bidder.

D. Department of Industrial Relations (DIR) Registration:

1. No firm, whether as a contractor or a subcontractor, may be awarded an agreement for Public Works as defined by the Public Contract Code 1101, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
 - i. This requirement shall apply if the total bid amount exceeds 25,000.00 (Labor Code 1725.5, subd. (f)). If the total bid is \$25,000 or less, then this requirement does not apply.
2. Any bid that is submitted by a firm that is not currently registered with the Department of Industrial Relations (DIR) as required by Labor Code section 1725.5, or any bid that is

submitted by a firm proposing to use subcontractors that are not currently registered with the DIR as required by Labor Code section 1725.5 shall be deemed non-responsive and disqualified, except that:

- i. The bidder submits to the DSH, in writing, a claim that they have listed a non-registered subcontractor inadvertently, and the procedures and timeframes stated in prescribed in Labor Code section 1771.1(c) are followed.
 - ii. The bidder or a proposed subcontractor is registered but has inadvertently allowed their registration to lapse. If, after the bid opening but prior to the evaluation of bids, the firm renews their registration retroactively to prior to the bid due date as permitted by Labor Code section 1725.5(c), that firm may be considered responsive for the purposes of Labor Code section 1725.5 and may be considered for an award.
3. Any resulting agreement shall be subject to compliance monitoring and enforcement by the DIR.
 4. Bidder shall provide proof that they, and all proposed subcontractors, are currently registered to perform public works pursuant to Labor Code section 1725.5.

E. Contractor License Requirements:

1. Bidder must provide a copy of current Contractors State License: **B, C-10, C-20 and/or C-36**, issued by the California Department of Consumer Affairs, Contractors State License Board.
2. If subcontracting, bidders must provide a copy of the proposed **C10, C-20 and/or C-36**, issued by the California Department of Consumer Affairs, Contractors State License Board.

F. Work Experience:

1. Bidders shall have a minimum of five (5) years' experience performing HVAC Installation. Bidders shall submit a statement of capabilities and/or resume.

III. BID REQUIREMENTS AND INFORMATION

A. Key Action Dates:

Event	Date	Time
IFB available to prospective bidders	November 10, 2022	-
Due Date to Submit Request to Attend Conference	November 29, 2022	4:00PM
Bidder's Conference	November 30, 2022	10:00AM
Deadline for Submission of Questions	December 5, 2022	2:00PM
DSH Response to Questions	December 9, 2022	2:00PM
Final Date for Bid Submission	December 13, 2022	2:00PM
Public Bid Opening	December 13, 2022	2:00PM
Notice of Intent to Award Posted	December 16, 2022	-
Anticipated Start Date	January 16, 2023	-

Note: Unless otherwise indicated, all times noted in this solicitation are Pacific Time.

B. Bidder's Conference:

1. A Bidder's Conference is scheduled for 10:00 a.m. on November 30, 2022, at the following address: 2100 Napa-Vallejo Highway, Napa, CA 94558. All bidders will sign-in and meet in the Plant Operations Conference Room. The conference will be for the purposes of **site visit as well as DSH-N policies and procedures review.**
2. This conference is **MANDATORY**. All bidders must attend the conference to have their bids considered responsive and responsible. Bidders who wish to attend the conference must notify Talia Yates and Jennifer Adamak via e-mail at Talia.Yates@dsh.ca.gov and Jennifer.Adamak@dsh.ca.gov by 4:00 p.m. on November 29, 2022. This notification must include the first and last name of the proposed attendee.
3. For interested bidders who need assistance due to a physical impairment, a reasonable accommodation will be provided by the DSH, upon request. Bidders must request the accommodation when requesting to attend the conference as described above.
4. In the event a potential prime contractor is unable to attend the conference, authorized representatives may attend on his or her behalf, unless otherwise directed by the hospital at the time of registration.
5. At the time of the conference, bidders and/or their representatives will be required to bring their driver's license or other state-issued identification card to be admitted onto hospital grounds. Bidders and/or their representatives will not be admitted onto hospital grounds unless professionally and appropriately dressed in clothing distinct from that worn by patients at the hospital. Additionally, electronic and communication devices such as pagers, cell phones, cameras/micro-cameras, and/or sound recording devices must be left out of sight.
6. Bidders are hereby provided notice that the following restrictions will be enforced at the hospital. Failure to abide by any of the restrictions below may result in being barred from the conference:
 - **Bidders may be required to pass thru a mandatory screening area for possible exposure to COVID-19. The contractor's representative will be required to adhere to a temperature check, answer screening questions, and will be provided a surgical mask if an appropriate face covering is not present.**
 - **Bidders will be required to adhere to all COVID screening protocols.**
 - **Tan and Khaki clothing will prevent entry into patient areas of the hospital.**
 - **No ties, scarves, or any items worn around the neck.**
 - **Electronic and communication devices such as pagers, cell phones, cameras/micro-cameras, and/or sound recording devices must be left out of sight. Contractor shall not take pictures or video with a camera or phone anywhere on DSH grounds without the consent or presence of the Contract Manager or Bidder's Conference designee.**
7. The representative may only sign-in to represent one (1) company. Subcontractors may not represent a potential prime contractor at a conference. Furthermore, no more than two (2) attendees will be allowed from each company.

8. The conference will start promptly at 10:00 a.m. on November 30, 2022, and late parties will be allowed entrance to the conference. It is the bidder's responsibility to be on time. It will take approximately five (5) minutes to go through security. Please plan accordingly.

C. Bidder's Questions:

1. Bidders shall notify the DSH immediately via e-mail at Talia.Yates@dsh.ca.gov and Jennifer.Adamak@dsh.ca.gov if they need clarification about the services being sought or have questions about the IFB instructions or requirements. The level of detail that shall be provided in response is subject to the availability of DSH resources. The DSH shall respond to all questions via an addendum to the solicitation with all questions and answers posted on Cal e-Procure (www.caleprocure.ca.gov). **Note: It is the responsibility of the bidder to check Cal eProcure for questions and/or changes within the IFB as all questions, answers, and addendums will be posted there. The DSH will not be held responsible for inaccurate bids due to bidder's oversight in reviewing any and all information via Cal eProcure.**
2. Verbal comments regarding this IFB are unofficial and are not binding on the DSH unless later confirmed in writing as an official addendum.
3. Bidders that fail to report a known or suspected problem with the IFB or fail to seek clarification and/or correction of the IFB, submit a bid at their own risk.

D. Submission of Bids:

1. Physical Submission:
 - i. All bids must be submitted under a **sealed** cover and received by the DSH by the date and time shown in Section III, A – Key Action Dates. The sealed cover must be plainly marked with the IFB number and title, and must be marked "DO NOT OPEN," as shown in the following example:

IFB # 22-42008-000-000
Ogden HVAC Installation Services
ATTN: Talia Yates, AGPA
Department of State Hospitals – Napa
Project Management Unit
2100 Napa-Vallejo Highway
Napa, CA 94558

DO NOT OPEN
 - ii. All bids submitted under a sealed cover must clearly and legibly show the bidder's firm name and address.
 - iii. Bids not submitted under a sealed cover shall be rejected. A minimum of one (1) original and one (1) copy of the bid must be submitted, and clearly marked.
 - iv. The bid package should be prepared in the least complicated method. Originals and copies should be bound with binder-clips or staples (no covers, no spiral bindings, etc.). All pages in the bid must be standard 8.5" x 11" paper, except charts, diagrams, etc., which may be foldouts. If foldouts are used, the folded size must fit within the 8.5" x 11" format. Double-sided printing is preferred except for required attachments numbers 1

through 17 of this IFB, which must be printed single-sided. It is the bidder's responsibility to ensure that his or her bid is submitted in a manner that enables the DSH to easily locate all response descriptions and exhibits for each requirement of this IFB. Page numbers must be located in the same page position throughout the bid. **Note:** Attachment 18 should **not** be returned with the bid.

- v. Mail Delivery, Hand Delivery, or Overnight Delivery of bids should be addressed as in Item 1.i. above.

2. Signature Requirements:

- i. All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
- ii. An individual who is authorized to bind the bidder contractually shall sign the Bidder Certification Sheet. The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.

3. General Contents:

- i. All bids shall include all of the documents identified in Section VI, Required Attachments, Attachment 1, Bid Submission Checklist.
- ii. Bids should provide straightforward and concise descriptions of the bidder's ability to satisfy the requirements of this IFB. The bid must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a bid.
- iii. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and shall cause a bid to be rejected.
- iv. A bid shall be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The DSH may reject any or all bids and may waive an immaterial deviation in a bid. The DSH's waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- v. Before submitting a response to this solicitation, bidders should review, correct all errors, and confirm compliance with the IFB requirements.
- vi. Where applicable, bidders must carefully examine work sites and specifications. Bidders 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.

4. General Considerations:

- i. No oral understanding or agreement shall be binding on either party.
- ii. Costs for developing bids in anticipation of award of the agreement are entirely the responsibilities of the bidder and shall not be charged to the State of California.

5. Withdrawing and Resubmitting:

- i. A bidder may modify a bid, after its submission, by withdrawing their original bid package and resubmitting a new bid package prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered. If a bidder submits a second bid package without withdrawing the first as described herein, both packages shall be considered non-responsive.
- ii. A bidder may withdraw their bid by submitting a written withdrawal request to the DSH – Contracts Office, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid package prior to the bid submission deadline. Bids may not be withdrawn without cause, subsequent to the bid submission deadline. The DSH PMU Contracts Office is located at:

Department of State Hospitals – Napa
PMU Contracts Office
2100 Napa-Vallejo Highway
Napa, CA 94558

6. Modification and Rejections:

- i. The DSH may modify the IFB, prior to the solicitation due date and time, by the issuance of an addendum to all parties who received a solicitation package.
- ii. The DSH reserves the right to reject all bids. The DSH is not required to award an agreement.
- iii. The DSH does not accept alternate contract language from a prospective contractor, unless offered through the Question-and-Answer period. A bid with alternate contract language will be considered a counter proposal and will be rejected. The DSH's terms and conditions are not negotiable. Bidders are hereby advised that proposals of alternate contract language or attempts to negotiate the DSH's Terms and Conditions after the selection of a proposed awardee shall be considered a counter proposal for the purposes of this solicitation. In such a situation, the DSH shall notify the proposed awardee that they must accept the DSH's language and terms as offered or be disqualified from being awarded a contract. Should a contractor fail to accept the language and terms offered, the DSH shall disqualify that vendor and award the contract to the next lowest bidder after issuing a revised Letter of Intent, if applicable.

IV. BID EVALUATION AND AWARD

A. Review of Bid Requirements:

1. At the time of the bid opening, each bid will be opened, read aloud, and checked for preference and incentive requests.

B. Responsiveness and Responsibility Determination:

1. After the bid opening, the DSH will evaluate each bid to determine its responsiveness and each bidder's responsibility to the published requirements of this IFB.
2. A responsive bidder is one who submits a bid that meets all of the submission requirements and minimum qualification requirements stated in the IFB. A responsible bidder is one that is trustworthy and possesses the necessary quality, fitness and capacity to satisfactorily perform

the proposed work. Bidders who are determined to not be responsible or who submit non-responsive bids shall have their bids rejected.

3. Responsive bids shall be considered evidence of the proposer's responsibility. The DSH reserves the right to reevaluate a bidder's responsibility prior to award and is in no way limited to submitted bid packages in making a determination as to a bidder's responsibility. In determining whether a bidder is responsible, the DSH may require bidders to submit further evidence of their qualifications at such times, and under such conditions, as it may require.

C. False Statements Disclaimer:

1. Bids that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the bidder, may be rejected.

D. Intention to Award:

1. The DSH intends, if an award is made, to award to the lowest responsive responsible bidder in accordance with Section V, Preference and Incentive Programs.

E. Tie Breaker:

1. Should two or more bidders submit bids that, after the calculation of preferences as described in Section V, Preference and Incentive Programs, result in a tie, the DSH shall resolve the tie as follows:
 - i. In accordance with Government Code section 14838, subdivision (f), in the event of a precise tie between a small business or microbusiness, and a disabled veteran-owned small business or microbusiness, the agreement shall be awarded to the disabled veteran-owned small business or microbusiness.
 - ii. In accordance with the California Code of Regulations, title 2, section 1896.6, if, after the application of the small business preference, the bid of the small business is equal to the lowest priced bid from a responsible non-small business, the agreement shall be awarded to the small business.
 - iii. In all other circumstances a coin toss witnessed by two DSH admin staff shall determine the proposed awardee.

F. Award:

1. Whenever an agreement is awarded under a procedure which provides for competitive bidding, but the agreement is not to be awarded to the low bidder, the low bidder shall be notified by electronic mail five (5) working days prior to the award of the agreement.
2. 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.

G. Disposition of Bids:

1. 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.

Should a bidder desire to keep any or all components of their response to this IFB confidential, the bidder would need to obtain a protective order from a court of competent jurisdiction.

H. Tax Delinquency Disclaimer:

1. Pursuant to the Public Contract Code section 10295.4, persons or companies identified as the largest tax delinquents by the Franchise Tax Board (FTB) or the California Department of Tax and Fee Administration (CDTFA) are ineligible to enter into any agreement with the state for non-IT goods or services. Any agreement entered into in violation of section 10295.4 is void and unenforceable.

Prior to executing any state agreement or renewal for non-IT goods or services, the DSH shall verify that the proposed awardee(s) is not on a prohibited list by checking both the FTB and CDTFA websites. The established lists can be found at:

- i. **FTB:** <https://www.ftb.ca.gov/aboutftb/delinquent-taxpayers.shtml#BE-Panel>
- ii. **CDTFA:** <https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm>

V. PREFERENCE AND INCENTIVE PROGRAMS

A. Small Business Preference:

1. In accordance with Government Code section 14838.5, et seq. and California Code of Regulations, title 2, section 1896, et seq., a five (5) percent preference will be granted to bidders properly certified as a California Small Business (SB), Microbusiness (MB), or Non-Small Business (NSB) with a Small Business subcontracting for a minimum of 25% of the bid amount. A five (5) percent preference will be granted to bidders certified as a Non-Profit Veteran Service Agency in accordance with the Military and Veterans Code section 999.50. Applications must be on file at the Office of Small Business and Disabled Veteran Business Enterprise Certification by 5:00 p.m. on bid opening day. The preference adjustment for awards based on low price cannot exceed \$50,000.00.
2. Small Business Preference Example (Single Award):

	Bidder A	Bidder B	Bidder C
Bidder Status	NSB	NSB w/ 25%	SB
Preference Applicable?		X	X
Original Bid Amount	\$100,000	\$105,000	\$102,500
Apparent Low Bid	X		
Pref. Amount (5% of Low Bidder)	\$0	\$5,000	\$5,000
Revised Bid	\$100,000	\$100,000	\$97,500
Revised Lowest Bidder			X

3. Explanation of Example:

The lowest bidder at the time of bid opening is Bidder A, which is a NSB not claiming a SB subcontracting preference. Since both Bidder B and Bidder C claim a SB Preference, five (5) percent of Bidder A's bid is subtracted from those of Bidder B and C. In the example above, five (5) percent of \$100,000 is \$5,000. After applying these preferences, Bidder C's revised bid (\$97,500) is less than the other bids, making them the revised apparent low bidder.

Note: since the preferences are used only for computation purposes to determine the successful bidder, if an agreement was awarded to Bidder C, it would be at the original \$102,500 amount.

B. Disabled Veteran Business Enterprise Program and Incentive:

1. The DSH hereby waives the mandatory Disabled Veteran Business Enterprise (DVBE) participation requirement for this IFB.
2. An incentive for bidders who include DVBE participation is available and encouraged for this IFB. For evaluation purposes only, DSH shall apply an incentive to bids that include California certified DVBE participation and confirmed by the DSH. The incentive amount will vary in conjunction with the percentage of DVBE participation in accordance with the following formula:

DVBE Incentive Participation	DVBE Incentive
5% or Over	5%
4% to 4.99% Inclusive	4%
3% to 3.99% Inclusive	3%
2% to 2.99% Inclusive	2%
1% to 1.99% Inclusive	1%

3. The net bid price of responsive bids with DVBE participation will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked, responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be other California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$50,000.00, whichever is less, of the #1 ranked net bid price. When used in combination with a Small Business preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.00.
4. Information submitted by the bidder to claim the DVBE incentive will be verified by the DSH. Only the DVBEs who shall perform a commercially useful function relevant to the Scope of Work included in this IFB may be used to qualify the bidder for a DVBE incentive. **All DVBE bidders and their proposed subcontractors must submit a copy of the DVBE Declarations Form (Std. 843). See Attachment 15.**
5. Disabled Veteran Business Enterprise Incentive Example (Single Award):

	Bidder A	Bidder B	Bidder C
Bidder Status	NSB	NSB w/ 3%	DVBE
Incentive Applicable?		X	X
Original Bid Amount	\$100,000	\$105,000	\$102,500
Apparent Low Bid	X		
Incentive Qualified		3%	5%
Incent. Amount (% of Low Bidder)	\$0	\$3,000	\$5,000
Revised Bid	\$100,000	\$102,000	\$97,500
Revised Lowest Bidder			X

6. Explanation of Example:

The lowest bidder at the time of bid opening is Bidder A, which is a NSB not claiming a DVBE subcontracting incentive. Bidder B claims (and qualifies for) a DVBE incentive of three (3) percent. Bidder C is a DVBE, which qualifies them for a five (5) percent incentive. To apply the incentive, three (3) percent of Bidder A's bid is subtracted from Bidder B's bid, resulting in a revised bid of \$102,000. Five (5) percent of Bidder A's bid is subtracted from Bidder C's bid, resulting in a revised bid of \$97,500. After applying the incentives, Bidder C's revised bid (\$97,500) is less than the other bids, making them the revised apparent low bidder.

Note: since the preferences are used only for computation purposes to determine the successful bidder, if an agreement was awarded to Bidder C, it would be at the original \$102,500 amount.

C. Calculation of Multiple Preferences:

1. In the event that bidders qualify for the SB preference and/or the DVBE incentive, the SB preference shall be calculated first. In circumstances where the DSH will award a single agreement as a result of this solicitation, in accordance with Government Code section 14838, subdivision (f), the DVBE incentive will not be calculated if, after the application of the SB preference, an SB bidder is the apparent low bidder unless another SB bidder is also a DVBE or has subcontracted with DVBE firms.

Note: in accordance with Government Code section 14838, subdivision (f), in the event of a precise tie between a small business or microbusiness, and a disabled veteran-owned small business or microbusiness, the agreement shall be awarded to the disabled veteran-owned small business or microbusiness.

2. Example of the Calculation of Multiple Preferences:

	Bidder A	Bidder B	Bidder C	Bidder D
Bidder Status	NSB	NSB w/ 25%	DVBE	SB
SB Pref. Applicable?		X		X
Original Bid Amount	\$100,000	\$105,500	\$103,000	\$106,000
Apparent Low Bid	X			
SB Pref. Amt. (5% of Low Bid)	\$0	\$5,000	\$0	\$5,000
Revised Bid	\$100,000	\$100,500	\$103,000	\$101,000
Revised Lowest Bidder	X			
DVBE Incentive Applicable?			X	
Incentive Qualified			5%	
Incent. Amt. (% of Low Bid)	\$0	\$0	\$5,000	\$0
Revised Bid	\$100,000	\$100,500	\$98,000	\$101,000
Revised Lowest Bidder			X	

D. Other Preference Programs:

1. Additional preference programs exist and may be applicable. Specifically, the Target Area Contract Preference Act (TACPA). For information regarding these programs please see the following website: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-a-Target-Area-Contract-Preference>.

E. Additional Small Business and Disabled Veteran Enterprise Information:

1. Adherence to the DVBE Requirements:

- i. Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for agreement termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in Military & Veterans Code section 999.9; Public Contract Code section 10115.10 or Public Contract Code section 4110 (applies to public works only). Contractor must immediately notify the DSH's SB/DVBE Advocate that the substitution of a DVBE subcontractor is requested.
- ii. Failure of Contractor to adhere to the certification requirements of Military and Veterans Code section 999.5, subdivision (d) may be used as evidence of the bidder's non-responsibility in future solicitations.

2. Commercially Useful Function (CUF) Disclaimer

Each certified SB/MB or DVBE must perform a commercially useful function. Bidders who are found to not be performing a CUF will have their bids deemed non-responsive. A SB/MB or DVBE is deemed to perform a commercially useful function when the business does all of the following:

- i. Is responsible for the execution of a distinct element of the work of the agreement.
- ii. Carries out its obligation by actually performing, managing, or supervising the work involved.
- iii. Performs work that is normal for its business services and functions.
- iv. Is responsible, with respect to products, inventories, materials, and supplies required for the agreement, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.
- v. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

Agreements resulting from this solicitation shall afterwards be monitored for compliance with CUF for the duration of the agreement.

VI. REQUIRED ATTACHMENTS

A. Listing of Attachments:

1. Refer to the following list for additional attachments that are a required part of this solicitation.

- | | | |
|--------|---------------|---|
| i. | Attachment 1 | Bid Submission Checklist |
| ii. | Attachment 2 | Bidder's Certification |
| iii. | Attachment 3 | Minimum Qualifications Response |
| iv. | Attachment 4 | Bidder's References |
| v. | Attachment 5 | Bidder's Rate Sheet(s) |
| vi. | Attachment 6 | Bidder Declaration Form (GSPD-05-105) |
| vii. | Attachment 7 | Contractor Certification Clauses (CCC 04/2017) |
| viii. | Attachment 8 | Payee Data Record (Std. 204) |
| ix. | Attachment 9 | Insurance Certifications |
| x. | Attachment 10 | Darfur Contracting Act Certification |
| xi. | Attachment 11 | California Civil Rights Law Certification |
| xii. | Attachment 12 | DVBE Declarations Form (Std. 843) |
| xiii. | Attachment 13 | Labor Code Certifications |
| xiv. | Attachment 14 | Bidder's Acknowledgement to Pay Prevailing Wage Rates |
| xv. | Attachment 15 | Non-Collusion Declaration |
| xvi. | Attachment 16 | Nondiscrimination Compliance Statement (STD. 19) |
| xvii. | Attachment 17 | Small Business Preference and Certification Request |
| xviii. | Attachment 18 | Sample Standard Agreement (Std. 213 and Exhibits) |

Note: attachment 18 is included for reference only. Only the successful bidder will submit these documents, when requested by DSH.

ATTACHMENT 1
Bid Submission Checklist

Complete this checklist to confirm the items in your bid. For your bid to be considered responsive, Attachments 1 through 17 in this checklist must be submitted by the Bid Submittal Deadline indicated in this IFB. Include this checklist with your bid package.

Contractor Name: _____

<u>Attachment</u>	<u>Name of Attachment</u>
_____ Attachment 1	Bid Submission Checklist
_____ Attachment 2	Bidder's Certification
_____ Attachment 3	Minimum Qualifications Response
_____ Attachment 4	Bidder's References
_____ Attachment 5	Bidder's Rate Sheet(s)
_____ Attachment 6	Bidder Declaration Form (GSPD 05-105) Bidder Declaration (ca.gov)
_____ Attachment 7	Contractor Certification Clauses (CCC-4/2017) Standard Contract Language (ca.gov)
_____ Attachment 8	Payee Data Record (Std. 204) PAYEE DATA RECORD (ca.gov)
_____ Attachment 9	Insurance Certifications
_____ Attachment 10	Darfur Contracting Act Certification Darfur Contracting Act Certification
_____ Attachment 11	California Civil Right Certification OLS004.pdf (ca.gov)
_____ Attachment 12	DVBE Declarations Form (Std. 843) STD. 843 (Rev. 11/2005) (ca.gov)
_____ Attachment 13	Labor Code Certification
_____ Attachment 14	Bidder's Acknowledgement to Pay Prevailing Wage Rates
_____ Attachment 15	Non-Collusion Declaration
_____ Attachment 16	Nondiscrimination Compliance Statement (Std. 19) This form is not included in this IFB. Please obtain from the following web site: STD 19 (ca.gov)
_____ Attachment 17	Small Business Preference and Certification Request (Std. 811) (For Construction Contractors Only) STD 811 (ca.gov)

ATTACHMENT 2

Bidder's Certification

The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

By signing below, the bidder represents and warrants those statements and representations contained in the documents and data submitted in connection with this bid are true and correct. In the event the bidder's submittal in connection with this bid contains false statements or misrepresentations of fact, the bid may be rejected, or any succeeding contract terminated for cause and the bidder deemed to be a non-responsible bidder who may adversely affect future bids submitted by the bidder. In addition, any misrepresentation of fact or fraud in connection with an attempt to secure a state contract, could result in legal action being taken against the bidder.

An Unsigned Bidder's Certification May Be Cause for Rejection

Company Name	Telephone Number	Fax Number
Address	Email	
Name	Title	
Original Signature	Date	

Small Business Preference Request	
Check one: ☐ This bidder requests a Small Business preference ☐ This bidder does NOT request a Small Business preference	California Certified Small Business Number: _____

ATTACHMENT 3

Minimum Qualification Response

Bidder's Name: _____

Minimum Qualification	Bidder's Response
Bidder must submit a copy of their license to do business in the State of California as applicable.	Business License(s) Included? Yes No N/A
Bidders must certify that they are and will continue to meet all terms and conditions for operating a business in the city/county in which the business is headquartered.	Do you so certify? Yes No
Bidders who are corporations shall submit a printout from the California Secretary of State website which shows that their corporation is currently in good standing.	Printout included? Yes No
Bidder must provide three (3) references from customers as described in II. Minimum Qualifications (MQ), Section B., References.	References included? Yes No
The bidder certifies that they understand the insurance and bond requirements and, if awarded an agreement, shall sign and return two (2) originals of the Standard Agreement signature pages (Std. 213) and any required insurance and bond documents as directed. Email: _____	Do you so certify? Yes No
Bidder shall provide proof of current registration with the Department of Industrial Relations or certify that they, and all proposed subcontractors, will be registered to perform public works pursuant to Labor Code section 1725.5 at the time of the awarded contract.	Registration Included? Yes No
Bidders must provide a copy of current Contractors State License B, C10, C-20 and/or C-36 , issued by the California Department of Consumer Affairs, Contractors State License Board.	Contractors State License included? Yes No
Bidders shall have a minimum of five (5) years' experience performing HVAC Installations. Bidders shall submit a statement of capabilities and/or resume.	Statement of Capabilities or Resume included? Yes No
I, the undersigned, declare that the certifications required above are true and that I am authorized to make such certifications and bind the bidder contractually	
_____ Signature of Declarer	_____ Print First and Last Name
_____ Date Signed	

ATTACHMENT 4
Bidder's References

Bidder must submit applicable references:

1. Bidder must provide a list of three (3) references from customers for whom the bidder has provided services of the same nature and type as those outlined in this solicitation. References submitted must be for services provided in the past two (2) years (from the date of this solicitation). If the bidder has provided services to the DSH during this timeframe, one of the references must be from a DSH contract manager.

The list of references shall include the following:

- i. Company
- ii. Name and title
- iii. Address
- iv. Phone number

The DSH reserves the right to utilize these references in determining whether a bidder is responsible.

References

Name of Company		
Address		
Contact Name	Telephone	Email Address

Name of Company		
Address		
Contact Name	Telephone	Email Address

Name of Company		
Address		
Contact Name	Telephone	Email Address

ATTACHMENT 5
Bidder's Rate Sheet

The undersigned hereby proposes to furnish all labor, materials, supplies, tools, equipment, transportation, licenses, permits, prevailing wages, insurance, bonds, personnel, and any other services necessary to provide:

1. ***Removal of the existing fan coil units, furnish and install all required materials and equipment for a completely new HVAC system into Ogden Cottage, Building 144, on the campus of Department of State Hospitals - Napa*** per Exhibit A, Scope of Work, and according to Office of State Fire Marshall 100% Set Drawings provided.
2. By submitting a bid, the bidder agrees that his or her final bid constitutes an irrevocable offer which shall be valid for **180** calendar days from the bid submission date and includes all applicable sales tax.

01 - General Conditions	QTY	Unit	Unit Cost	Total
Barriers Traffic Control	40.00	HR	\$	\$
Security	40.00	HR	\$	\$
Division 01 – General Conditions SUBTOTAL:				\$
02 - Existing Conditions	QTY	Unit	Unit Cost	Total
Demolish Existing Unit plus Attic Units (8 hours ADD 2 Hours for Attic Units) 23 05 05.	3.00	LS	\$	\$
Division 02 – Existing Conditions SUBTOTAL:				\$
06 - Wood Plastics and Composites	QTY	Unit	Unit Cost	Total
Soffit for Refrigerant Lines (wood soffit, paint 8 HRS) Materials	1.00	MATL	\$	\$
Soffit Labor (2 carpenters 4 hours)	8.00	HR	\$	\$
Structural Framing Attic AHU (2 carpenters 4 hours)	8.00	HR	\$	\$
Cut Areas for Ductwork Extension (2 carpenters 8 hours)	16.00	HR	\$	\$
Patch Area After Ductwork Installation (2 carpenters 8 hours)	16.00	HR	\$	\$
Bracing materials (2X4s, 12X1 planks)	1.00	MATL	\$	\$
Bracing and Anchoring AHU Basement (1 carpenter 4 hours)	4.00	LS	\$	\$
Bracing and Anchoring AHU Attic (1 carpenter 4 hours)	4.00	EA	\$	\$
Accessories	1.00	LS	\$	\$
Division 06 - Wood Plastics and Composites SUBTOTAL:				\$
08 - Openings	QTY	Unit	Unit Cost	Total
Framing Materials (2X4	10.0	MATL	\$	\$

Grille and Sleeve	10.00	MATL	\$	\$
Transfer Grille (Cut Opening, Install Framing, Install Grille 4 Hour)	40.00	LS	\$	\$
Window Repair after Demo of AC EC Units (4 HR)	40.00	LS	\$	\$
Accessories	1.00	LS	\$	\$
Division 08 – Openings SUBTOTAL:				\$
23 - Heating, Ventilation and Air Conditioning	QTY	Unit	Unit Cost	Total
AHU (RS Means (D3050 220 1010)	3.00	Unit	\$	\$
AHU Labor – SET	3.00	Unit	\$	\$
Ductwork Material (23 31 13.16 5840 Round 8")	50.00	LF	\$	\$
Ductwork Labor (23 31 13.16 5840 Round 8")	50.00	LF	\$	\$
Refrigerant Pipe Material (*Line Set 23 23 16.16 0980 100')	3.00	LineSet	\$	\$
Install LineSet (8 hours each)	24.00	HR	\$	\$
Steam Pipe (Black Steel 22 11 132.44 0590 1-1/4: DIA	50.00	LF	\$	\$
Steam Pipe Labor (Black Steel 22 11 132.44 0590 1-1/4: DIA	50.00	LF	\$	\$
Condensate Pipe (Copper 1" 22 11 13.23 1200)	50.00	LF	\$	\$
Condensate Pipe (Copper 1" 22 11 13.23 1200)	50.00	LF	\$	\$
Control Wire to Controller (26 05 23.10 0200 – 6 Wire Cable) MATERIAL	2.00	CLF	\$	\$
Control Wire to Controller (26 05 23.10 0200 – 6 Wire Cable) LABOR	2.00	CLF	\$	\$
Controller	3.00	AHU	\$	\$
Sensors	6.00	AHU	\$	\$
Conduit 26 05 33.13 0700 1" dia Aluminum Controls Conduit	50.00	LF	\$	\$
Conduit 26 05 33.13 0700 1" dia Aluminum Controls Conduit LABOR	50.00	LF	\$	\$
AHU Start up and Test (Plumber)	4.00	HR	\$	\$
AHU Start up and Test (Electrician)	4.00	HR	\$	\$
Connect Refrigerant Piping (Plumber)	4.00	HR	\$	\$
Connect Ductwork	2.00	HR	\$	\$
Bathroom Exhaust Fans	2.00	Unit	\$	\$
Install Bathroom EF	16.00	HR	\$	\$

Control Wire to Sensors	20.00	HR	\$	\$
Control Wire to Controller	20.00	HR	\$	\$
Install Control Sensors	1.00	EA	\$	\$
Install Ductwork First Floor	40.00	HR	\$	\$
Install Condensate Piping Basement	8.00	LF	\$	\$
Install Condensate Piping Attic	16.00	LF	\$	\$
Disconnect Steam Piping at AHU	16.00	HR	\$	\$
Connect New Steam Piping	32.00	HR	\$	\$
Division 23 – Heating, Ventilating, and Air Conditioning SUBTOTAL:				\$
26 - Electrical	QTY	Unit	Unit Cost	Total
Transformer 26 12 19.10 0100 159 Kva	1.00	MTRL	\$	\$
Switch Board 26 24 13.20 0130 800 AMP	1.00	MTRL	\$	\$
Labor Transformer/Switchboard	320.00	HR	\$	\$
Power to AHU Attic	40.00	HR	\$	\$
Power to AHU Basement	40.00	HR	\$	\$
Conduit 26 05 33.13 0700 1" Dia Aluminum Material	100.00	LF	\$	\$
Conduit 26 05 33.13 0700 1" Dia Aluminum Labor	100.00	LF	\$	\$
Wire (26 05 19.90 0100 Stranded #12) Material	100.00	CLF	\$	\$
Wire (26 05 19.90 0100 Stranded #12) Labor	100.00	CLF	\$	\$
Electrical Ductbank	350.00	LF	\$	\$
Division 26 – Electrical SUBTOTAL:				\$
31 - Earthwork	QTY	Unit	Unit Cost	Total
Excavate and Backfill Utility Trench (12" W 36" D) – 31 23 16.14 2850	350.00	LF	\$	\$
Equipment Rental	2.00	DA	\$	\$
Fencing	66.00	LF	\$	\$
Gate	1.00	Unit	\$	\$
Clearing and Planing	2.00	DA	\$	\$
Division 31 – Earthwork SUBTOTAL:				\$

Summary of Divisions Subtotals	
Division 01 – General Conditions SUBTOTAL:	\$
Division 02 – Existing Conditions SUBTOTAL:	\$
Division 06 - Wood Plastics and Composites SUBTOTAL:	\$
Division 08 – Openings SUBTOTAL:	\$
Division 23 – Heating, Ventilating, and Air Conditioning SUBTOTAL:	\$
Division 26 – Electrical SUBTOTAL:	\$
Division 31 – Earthwork SUBTOTAL:	\$
20% Allotment (calculate 20% of your bid for this figure) of Unforeseeables on a time & material basis at the Contractor's prevailing wage rates. Contractor shall only charge for actual services rendered and will itemize all costs and labor to be reviewed and approved in writing by DSH Contract Manager prior to work.	\$
GRAND TOTAL: (Grand Total= Subtotals of Divisions 01, 02, 06, 08, 23, 26, and 31 plus 20% for Allotment of Unforeseeables)	\$
Line items notated with an asterisk * indicates that those line items are of low priority and may be omitted in the final contract.	

- The bidder shall set forth the bid proposal in clear, legible figures in the space provided.
- The DSH does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to omit portions of the work as may be deemed necessary or advisable by the DSH. The estimates provided are a good faith estimate and are not a guarantee of business and is subject to change depending on the best interest of DSH. The bids received will be used solely for comparison. The DSH makes no guarantee, expressed or implied for actual work required. However, the actual rates quoted by the bidder shall be binding for the term of the agreement.

Is preference as a small business requested for this bid? ☐ Yes, OSDS Ref. # _____ ☐ Application In Process
☐ No If yes, please include a copy of your OSDS Certification Approval Letter, or if not certified yet, a copy of evidence of application and the Small Business and Certification Request (STD 811) with this bid.)

The DVBE incentive program is being applied on this project. Refer to the DVBE Program Requirements for details.

Indicate your organization type: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation, Corporation # _____ ☐ Not Applicable

List below the information requested for all subcontractors.

Name/Address	Type of Work to be Performed	License Number	Subcontract Amount (\$)
1.			
2.			
3			

Contractor's Company/Business Name (Print or Type)	Address	
Contractor's License Number	Official's Name and Title Signing (Print or Type)	
Contractor's License Classification	License Expiration Date MO ____ DAY ____ YR ____	Valid Telephone Number ()

By signing this bid, the bidder/contractor certifies under penalty of perjury the accuracy of the representations made on this bid form.

CONTRACTOR NAME:	Contractor's/Official's Signature:	Date:
------------------	------------------------------------	-------

ATTACHMENT 6

Bidder Declaration Form (GSPD-05-105)

Form is located at the following web address:

[Bidder Declaration \(ca.gov\)](#)

ATTACHMENT 7

Contractor Certification Clauses 04/2017

Form is located at the following web address:

[Standard Contract Language \(ca.gov\)](#)

ATTACHMENT 8

Payee Data Record (Std. 204)

Form is located at the following web address:

[PAYEE DATA RECORD \(ca.gov\)](#)

ATTACHMENT 9

Insurance Certification

This form reminds bidders of the insurance requirements that may be imposed by this solicitation and provides samples of some of the forms that they may be required to produce prior to being awarded an agreement.

Initial	Certification
☐	Bidder acknowledges that they have reviewed and understands the insurance requirements for this solicitation as described in Attachment 18, Sample Contract, Exhibit G, Insurance Requirements.
☐	Bidder acknowledges that they have reviewed and understands the sample insurance forms provided with this attachment.
☐	Bidder certifies that, if awarded an agreement, the bidder shall provide the DSH with all required insurance documents as may be applicable, in a timely manner. This includes, but may not be limited to: ☐ Certificates of insurance showing the bidder's insurance coverage types and limitations, ☐ Proof that the bidder has insured the State of California, its officers, employees, and agents. Bidder further understands that this proof shall come in the form of either: • An endorsement to the bidder's insurance policy (Form CG 20 10 11 85 or as broad as), • A copy of the bidder's current insurance policy that shows that the policy already insures all parties required to be insured by this Agreement.
☐	Bidder certifies that, should Commercial General Liability insurance be required, and should the bidder use a subcontractor to complete a portion of this Agreement, the bidder shall either: • Include the subcontractor as an additional named insured under the bidder's policy, • Ensure that each subcontractor is insured under their own Commercial General Liability policy.
☐	Bidder acknowledges that they understand that the DSH reserves the right, at its sole discretion, to cancel a proposed award to a bidder who does not submit the required documentation described herein.

Bidders are reminded that there is no requirement to submit proof of insurance with their bid. Proof of insurance shall only be required of those firms awarded a contract.

This is a sample insurance certificate.



ENDORSEMENT

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR REVOKE ANY POLICY, CONTRACT, OR OTHER AGREEMENT ON WHICH IT IS BASED. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT. THE CERTIFICATE HOLDER IS NOT A REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER

CONTACT 1

NAME: _____
PHONE: _____

PHONE
(A/C. No. Ext):

FAX (415) 435-1111

L(A/C, No):

The name in this box **MUST** match the name listed in the PAYEE'S LEGAL BUSINESS NAME field on the Std. 204.

INSURED

INSURER F:

COVERAGES

CERTIFICATE NUMBER:ALL 15-16

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

POLICY EXP.

All required insurance types must be active (not expired). If an insurance policy expiration date is impending, awarded firms are advised to be ready to submit an updated certificate with the renewal dates.

TYPE OF INSURANCE and LIMITS

Each required insurance type, with the exception of Worker's Compensation and Professional Liability, must be listed on the certificate.

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required):
STATE OF CALIFORNIA, ITS OFFICERS, EMPLOYEES, AND AGENTS ARE RESPECTED AS AN ADDITIONAL INSURED WITH
WAIVER OF SUBROGATION ON GENERAL LIABILITY PER FORM U-SIL-105-A CW 1011. THIS CERTIFICATE IS VALID ONLY
IF THE CERTIFICATE HOLDER REQUIRES IN A WRITTEN CONTRACT TO BE NAMED AS ADDITIONAL INSURED. 10 DAYS
NOTICE OF CANCELLATION FOR NON PAYMENT OF PREMIUM. 30 DAYS OTHERWISE. AUTO IS FOR INFORMATION ONLY.

CERTIFICATE HOLDER

DEPARTMENT OF STATE HOSPITALS - COALINGA
ATTN: DEBRA SCHINDLER, PROCUREMENT
24511 WEST JAYNE AVE
PO BOX 5000
COALINGA, CA 93210

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.

CERTIFICATE HOLDER

This box must be completed as indicated in Exhibit G, section 4.

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", interns, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

However, your "employee", "volunteer worker" or intern is an insured for "property damage" to property rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by your "employee", "volunteer worker" or intern while that person is performing "staffing services" for your clients.

b. Any person (other than your "employee", "volunteer worker" or intern), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any individual or organization under written contract or written agreement with you who provides "staffing services" on your behalf and at your direction for your clients.

f. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization is an insured, but only with respect to liability arising out of the use of that equipment, but only with respect to that person or organization's liability arising out of the use of that equipment.

(1) "Bodily injury" to an

(2) "Property damage" to

of any person who is an insured under this provision.

"BLANKET ENDORSEMENT"

Section g. is an example of an existing insurance policy that contains a provision naming a contracted party an additional insured.

g. Any person or organization who you are required to add as an additional insured on this policy under a contract or agreement shall be an insured, but only with respect to that person's or organization's liability arising out of your operations as a "staffing service" or premises owned by or rented by you.

This Paragraph g. shall include but is not limited to any specifically scheduled additional insured shown on an Additional Insured endorsement.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

BUSINESSOWNERS
PB 04 48 11 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

A. The following is added to Section II. WHO IS AN INSURED:

Any person or organization shown in the Schedule of this endorsement is also an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to

Section III. LI
DEDUCTIBLE

If coverage p
required by a contract or agreement, the most we
will pay on behalf of the additional insured is the
amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits Of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

C. This insurance, including any duty we have to defend "suits", does not apply to:

1. "Bodily injury" or "property damage" that arises out of, in whole or in part, or is a result of, in whole or in part, the active negligence of the additional insured shown in the Schedule of this endorsement.
2. "Personal and advertising injury" that arises out of any independent "personal and advertising injury" offense committed by the additional insured shown in the Schedule of this endorsement.

POLICY OR FORM NUMBER

Like a blanket endorsement, this traditional endorsement must be reconcilable to the insurance certificate. A policy or form number that is also referenced on the insurance certificate must be present on the endorsement.

All terms and conditions of this policy apply unless modified by this endorsement.

SCHEDULE

Name Of Person Or Organization:

STATE OF CALIFORNIA, ITS OFFICERS,
EMPLOYEES, AND AGENTS
2100 NAPA VALLEJO HWY
NAPA CA 945586234

ADDITIONAL INSURED LANGUAGE

As required in Exhibit G, the "State of California, its officers, employees, and agents" must be listed as the additional insured parties. However, this endorsement may be limited to just the operations under the Agreement.

ATTACHMENT 10

Darfur Contracting Act Certification

Public Contract Code sections 10475 - 10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal or bid.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code section 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor 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 and State of</i>	

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477, subsection (b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

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

<i>Company/Vendor Name (Printed)</i>		<i>Federal ID Number</i>
<i>Initials of Submitter</i>		
<i>Printed Name and Title of Person Initialing</i>		

ATTACHMENT 11

California Civil Rights Law Certification

Note: this only applies for contracts \$100,000.00 and above.

Form is located at the following web address:

<https://www.documents.dgs.ca.gov/dgs/FMC/DGS/OLS004.pdf>

ATTACHMENT 12

DVBE Declarations Form (Std. 843)

Note: this only applies if a bidder or a subcontractor is a DVBE

Form is located at the following web address:

<http://www.documents.dgs.ca.gov/pd/poliproc/STD-843.pdf>

ATTACHMENT 13

Labor Code Certification

By my signature hereunder, as Contractor, I certify to the following, under the penalty of perjury under the laws of the State of California:

- A. I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.
- B. It is hereby mutually agreed that the Contractor shall forfeit to the State a penalty of two hundred dollars for each calendar day, or portion thereof, for each worker paid by him or her, or subcontractor under him or her, 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.
- C. It is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the Contractor shall forfeit, as a penalty to the State, Twenty-Five Dollars 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 40 hours in any calendar week, in violation of Labor Code Sections 1810-1815, inclusive.
- D. Travel and subsistence payments shall be paid to 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 Labor Code Section 1773.8.
- E. Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed and shall be employed only at the work of the craft or trade to which he or she is registered. The contractor and each subcontractor must comply with the requirements of Labor Code Section 1777.5 and any related regulations regarding the employment of registered apprentices.
- F. Each Contractor and subcontractor shall comply with Labor Code Section 1776 regarding record keeping.

Contractor name: _____ License No.: _____

Address: _____ City: _____

Signature: _____ Federal Employer I.D. No.: _____

Printed Name: _____ Title: _____

BIDDER'S ACKNOWLEDGEMENT TO PAY PREVAILING WAGE RATES

_____ acknowledges that State General Prevailing Wage
Print Name of Bidder

Rates will apply for the County in which the work is to be performed.

If awarded this Agreement, I acknowledge it will be my responsibility to ensure the payment of appropriate prevailing wages rates to all employees who participate on this Agreement throughout the duration of this Agreement (Labor Code § 1174).

Bidder's Signature

Date

ATTACHMENT 15

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ (date), at _____ (city), _____ (state).

Signature: _____ Date: _____

ATTACHMENT 16

Nondiscrimination Compliance Statement Form (STD 19)

Form is located at the following web address:
<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std019.pdf>

ATTACHMENT 17

Small Business Preference and Certification Request
(For Construction Contractors Only)

Form is located at the following web address:
<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std811.pdf>

ATTACHMENT 18

Sample Agreement

Reset Form	Print Form	SCO ID: 4440-210X0XX000	
STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES			
STANDARD AGREEMENT		AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
STD 213 (Rev. 04/2020)		21-XXXXX-000	4440
1. This Agreement is entered into between the Contracting Agency and the Contractor named below:			
CONTRACTING AGENCY NAME			
Department of State Hospitals -			
CONTRACTOR NAME			
2. The term of this Agreement is:			
START DATE			
TBD			
THROUGH END DATE			
120 Days from NTP			
3. The maximum amount of this Agreement is:			
\$X00,000.00			
XXX Hundred Thousand Dollars and Zero Cents			
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.			
Exhibits	Title		Pages
Exhibit A	Scope of Work		X
Exhibit B	Budget Detail and Payment Provisions		X
Exhibit C *	General Terms and Conditions (GTC 4/2017)		*
+ -	Exhibit D	Special Terms and Conditions	26
+ -	Exhibit E	Confidentiality and Information Security Provisions (HIPAA Business Associate Agreement)	N/A
+ -	Exhibit F	Information Privacy and Security Requirements (Non-HIPAA/HITECH Act Contracts)	12
+ -	Exhibit G	Insurance Requirements	4
<i>Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.</i>			
<i>These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources</i>			
IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.			
CONTRACTOR			
CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)			
TBD			
CONTRACTOR BUSINESS ADDRESS		CITY	STATE ZIP
PRINTED NAME OF PERSON SIGNING		TITLE	
CONTRACTOR AUTHORIZED SIGNATURE		DATE SIGNED	
			

Reset Form

Print Form

SCO ID: 4440-210X0XX000

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
21-XXXXX-000

PURCHASING AUTHORITY NUMBER (If Applicable)
4440

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A
SCOPE OF WORK

1. CONTRACTED PARTIES:

-----, hereafter referred to as Contractor, shall provide all necessary materials, supplies, tools, equipment, transportation, licenses, permits, prevailing wages, insurance, bonds, and personnel to provide the DSH-Napa with ***removal of the existing fan coil units, furnish and install all required materials and equipment for a completely new HVAC system into Ogden Cottage, Building 144, on the campus of Department of State Hospitals – Napa*** as a public works project (as defined in Section 6) to the Department of State Hospitals (DSH) – Napa, pursuant to the terms and conditions of the Agreement. Please find the 100% drawings of DSH-Napa – HVAC Ogden Cottage that are attached and contain important information needed to bid accurately for this job. Also attached is Exhibit A-2: Specifications for DSH-N HVAC Ogden Cottage.

2. SERVICE LOCATIONS:

A. The services shall be performed for the Department of State Hospitals at the following location(s):

***Department of State Hospitals – Napa
2100 Napa-Vallejo Highway
Napa, CA 94558***

3. SERVICE HOURS:

A. The services shall be provided Monday through Friday 8:00 a.m. to 4:30 p.m. excluding state observed holidays or as agreed upon by Contractor and DSH.

4. PROJECT REPRESENTATIVES:

A. The project representatives during the term of this Agreement will be:

Contract Manager:

Department of State Hospitals: Napa		Contractor:	
Section/Unit: Plant Operations		Section/Unit:	
Attention: Braulio Nunez, Building Trades Supervisor		Attention:	
Address: 2100 Napa-Vallejo Highway, Napa, CA 94558		Address:	
Phone: 707-253-2634	Fax:	Phone:	Fax:
Email: Braulio.Nunez@dsh.ca.gov		Email:	

Administrative Contacts (all administrative inquiries should be directed to):

Department of State Hospitals: Napa		Contractor:	
Section/Unit: Project Management Unit (PMU)		Section/Unit:	
Attention: Talia Yates / Jennifer Adamak		Attention:	
Address: 2100 Napa-Vallejo Highway, Napa, CA 94558		Address:	
Phone: 707-253-5662 or 707-253-5514	Fax:	Phone:	Fax:
Email: Talia.Yates@dsh.ca.gov		Email:	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. SUMMARY OF WORK TO BE PERFORMED:

- A. Contractor shall provide all necessary materials, supplies, tools, equipment, transportation, licenses, permits, prevailing wages, insurance, bonds, and personnel to provide the DSH-Napa with removal of existing fan coil units ***furnish and install all required materials and equipment for a completely new HVAC system into Ogden Cottage, Building 144, on the campus of Department of State Hospitals – Napa.***
- B. DSH-Napa is currently working with an Architect and Engineer (A&E) firm who has provided the Contractor with 100% working drawings stamped and approved by the Department of State Architect (DSA) and the Office of State Fire Marshall (OSFM), JCCA# 10790-9, attached as a separate and included document. (See Exhibit A-1.)
- C. DSH-Napa has received the Specifications from the Architect and Engineer (A&E) firm, herein attached in the IFB as a separate and included document. (See Exhibit A-2).

6. NOTICE OF PREVAILING WAGE:

- A. The work being performed under this agreement is subject to prevailing wage rates (Labor Code § 1773.1) as governed and defined by the Department of Industrial Relations (DIR) at the following website: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.
- B. Contractor and its subcontractor(s) must comply with all of the applicable provisions of the Labor Code including those provisions requiring the payment of not less than the general prevailing rate of wages (Labor Code § 1771 and 1774).
- C. If repair agreement exceeds \$25,0000, Contractor must be registered with the DIR and maintain current registration for the duration of this agreement. Contractor shall be responsible to ensure all subcontractors are registered with the DIR and that their registration is current (Labor Code 1725.5 subd. (f)).

- D. Contractor and its subcontractor(s) shall maintain records of proof that prevailing wage is paid to workers in accordance with DIR reporting requirements.
- E. Contractor further agrees to the penalties and forfeitures provided in the Labor Code in the event a violation of any of the provisions occur in the execution of the agreement.

7. CONTRACTOR RESPONSIBILITIES:

- A. Contractor shall be a California licensed, **B, C10, C-20 and/or C-36** licensed by the State of California, Department of Consumer Affairs, Contracts State License Board and maintain an active license at all times during the term of this Agreement.
- B. Prior to construction, contractor shall submit design calculations, detailed fabrication, locations and assembly of thrust blocks, pipe anchors, alignment guides, hangers, seismic restraints and supports for multiple pipes, expansion joints and loops, attachments of the same to the building structure, and locations and details for penetration and fire stopping for fire-rated and spoke-rated wall and floor assemblies based on the proprietary piping system selected by the contractor.
- C. Contractor shall dispose of all materials and return the DSH Contractor's Disposal Report for all materials recycled and materials disposed of at the completion of the project.
- D. Contractor shall dispose of all construction materials and clean all work areas before the end of the day on a daily basis. Tool control is of great importance for safety (See Exhibit D, 10. Security Regulations).
- E. Contractor shall maintain an accurate list of all tools; a tool control list shall be carried by the contractor at all times, while working on the contracted project.
- F. Contractor shall only utilize official work vehicles with clear signage, no personal vehicles will be allowed.
- G. Contractor shall abide by all DSH tool control policies.
- H. Contractor shall conduct its operations in such a manner as to avoid damage to DSH property or to adjacent property. If any such property is damaged by reason of the Contractor's operations, it shall be replaced or restored at the Contractor's expense and to the satisfaction of the Project Coordinator.
- I. All work shall be coordinated and approved by the DSH-N Contract Manager or designee. In the event additional work is required, Contractor shall provide the Contract Manager with a written estimate for review and approval prior to commencing the work.
- J. Building Operations: The patient care areas will remain in operation during the execution of this contract. Cooperate with Chief of Plant Operations or his designee in scheduling work in such a way as not to cause interruption with patient operations and to minimize staff disruptions.
- K. Contractor shall provide all necessary equipment including portable restrooms, generator power, and any other item necessary to complete the work orders.
- L. Contractor shall maintain proper barricades around work areas during work hours, and after typical work hours as needed. Dust control is of highest importance during construction.

- M. Contractor shall supply a warranty/guarantee covering all workmanship and labor (free of charge) on repairs for a period of one (1) year, commencing on the acceptance date. If it is determined that failure has occurred due to defective parts or workmanship, Contractor shall correct the failure at no additional expense to DSH. Correction(s) shall occur during normal State business hours upon request for service within two (2) business days of notification. A copy of the warranty shall be sent to:

Department of State Hospitals – Napa
Project Management Unit
2100 Napa-Vallejo Highway
Napa, CA 94558

N. Parts Replacement

- i. Contractor shall provide a written price quote to the DSH Contract Manager for all parts, or all parts needed for the replacement of parts. All purchases for parts must be approved by the Chief of Plant Operations. The Chief of Plant Operations may obtain parts for the Contractor at his or her discretion from another vendor. The cost of the part shall be borne by the State.
 - ii. Contractor shall repair or replace any part that becomes worn or inoperable or otherwise affects the equipment's operability in any way. Any part that is replaced by the Contractor shall become the property of DSH.
 - iii. Parts replaced by the Contractor shall be purchased from original equipment manufacturers (OEM). Contractor agrees to maintain an adequate supply and be able to obtain within a reasonable amount of time any necessary replacement part in order to perform repairs and maintenance in a timely manner.
 - iv. DSH reserves the right to purchase replacement components from vendors other than the Contractor and shall have the final approval concerning job details.
 - v. Contractor shall provide standard manufacturer's software upgrades as necessary.
 - vi. Contractor shall assign all manufacturers' warranties to DSH in connection with the equipment and parts purchased pursuant to the terms of this Agreement.
- O. Documentation Requirements: After completion of service, prior to leaving the DSH facility, the Contractor or service technician shall submit a complete and legible Service Report to the Contract Manager or designee of the service provided, including any necessary repairs. Report shall include date of service, description of service provided, including replacement of any worn parts, name and signature of Contractor's service technician, location of equipment, equipment make, model and serial number, description of any noted deficiencies and suggested corrective action, total labor hours expended, and signature of Contract Manager or designee certifying indicated services were performed.
- P. Contractor shall participate in any job-related training provided or required by DSH.
- Q. Contractors' technicians shall adhere to all COVID-19 screening protocols.
- R. Contractor shall provide a listing of all designated employees to DSH with their vaccination status. Listing shall include dosages completed and exemptions on file. Listing shall be updated as needed and provided to the DSH Contract Manager upon request.

- S. If services are provided on DSH grounds, then the Contractor shall participate in any of the DSH workplace violence prevention, infection control-illness prevention, and workplace safety measures or programs as may be required by DSH. This responsibility includes compliance with infection control measures, use of Personal Protective Equipment (PPE) as prescribed by DSH, attending any and all related training or orientation to such measures or programs as may be required and scheduled by the DSH. DSH will provide the Contractor with electronic versions of the DSH's current Illness and Injury Prevention Plan (IIPP), Workplace Violence Prevention Plan (WVPP), DSH Code of Safe Practices, and other appropriate documents to support worksite safety and infection control."
- T. The Standard California Nondiscrimination Construction Contract Specifications is hereby incorporated by reference and made part of this Agreement as if attached.
<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std018.pdf>.
- U. Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not engage in, and shall report all instances of, any activity that would constitute "Workplace Violence" as defined in the applicable DSH Administrative Letter, which can be provided upon request. Failure to comply with this provision by Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall be deemed a material breach of this Agreement.
- V. If services are provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement must present a valid picture identification (e.g., driver license or identification card issued by a state Department of Motor Vehicle, military card, etc.; company badges are not valid) in order to be admitted into secured areas.
- W. If services are provided on DSH grounds, each person performing services under this Agreement may be issued a Personal Duress Alarm (PDA) tag and charger. These devices are issued for the safety and security of all contractors. It will be the responsibility of each person to ensure they wear the device during each visit and to maintain the battery by charging it when necessary. Each person performing services under this Agreement may be required, at the discretion of DSH, to be oriented to the use of PDAS, including but not limited to videos, classroom time, etc.
 - i. Upon the expiration or termination of this Agreement, Contractor shall ensure that each person performing services under this Agreement return all of their PDA tags and chargers to the appropriate DSH Police Department. If a PDA tag and charger is not returned to DSH, Contractor will be responsible for the current replacement cost of the PDA tag (at the rates of \$97.00 per tag, and \$16.00 per charger). Contractor will be billed accordingly for any PDA tags and chargers that are not returned. Failure to reimburse cost by Contractor will result in DSH withholding the cost of unreturned PDA tags and/or chargers against any outstanding invoices. If all invoices have been paid, DSH will issue an invoice to Contractor for payment. The DSH Contract Manager shall ensure all PDA tags and chargers are returned to the appropriate DSH Police Department prior to signing off final invoice for payment.
- X. If services are provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not take pictures or video with a camera or phone anywhere on DSH grounds without the written consent of the Executive Director or designee. If any Contractor is caught taking photos or video without prior authorization, their phone or camera will be subject to search and further action will be taken by DSH Hospital police.
- Y. If services are provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not engage in conversation with DSH patients unless providing direct services to DSH patients conforming to the terms and conditions of their contract.

- Z. If services are provided on DSH grounds, then Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall adhere to the dress code of the location where work is being performed. These dress codes may include limitations on the length, color, and material of clothing, or anything else required by that location. **Contractor is advised that tan and khaki clothing shall prevent entry to secured areas of the hospital.** Contractor and subcontractors may be refused entry into the DSH grounds if their clothing is found to violate the established dress codes. The DSH retains the right to change its dress codes at any time.
- AA. If services are provided on DSH grounds, Contractor understands and agrees that the DSH reserves the right to limit or restrict the equipment, including but not limited to, tools and communication devices that the Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement may bring on grounds. In no way shall the DSH be held liable or accountable for tools misplaced or left behind. Upon notice by DSH, Contractor shall comply with all such limitations and restrictions.
- BB. If services are provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not possess or use any tobacco products, (including smokeless tobacco) on the DSH grounds (Welfare and Institutions Code section 4138).
- CC. If services are provided on DSH grounds, then Contractor shall participate in any of the DSH safety measures or programs as may be required by the DSH. This responsibility includes attending any and all related training or orientation to such measures or programs as may be required and scheduled by the DSH.
- DD. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s) permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.
- EE. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.
- FF. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the state in writing.
- GG. The DSH may terminate the Agreement pursuant to section 7 of Exhibit C if the Contractor or its subcontractors fails to comply with a federal, state or local law and the noncompliance, based on the facts and circumstances, would constitute a material breach of this Agreement under California law.

8. THE DSH RESPONSIBILITIES:

- A. All Contractor services shall be coordinated by the DSH-N Contract Manager or their designee.

- B. DSH shall provide an escort for the duration of the Agreement.
- C. DSH shall provide appropriate drawings and/or floor plans identifying the location of work to be performed.
- D. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews
 - i. The DSH may routinely evaluate the work performance of the Contractor, Contractor's personnel, subcontractors, or other parties associated with the Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by the Agreement, then that party shall not perform services for the DSH.
 - ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the Contracts Manager. The DSH retains sole and absolute discretion in determining any such evaluation schedule.
 - iii. Inspections may be conducted by the DSH staff at any time during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the Contract Manager and/or their designee.
 - iv. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations.
 - v. If as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has 30 days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.
 - vi. The DSH shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section. Failure by the Contractor to timely correct deficiencies shall be reason for termination of services under this Agreement.

9. PERFORMANCE MEASURES:

A. *Complete and Timely Provision of Services*

- i. Expectations: Contractor is expected to provide all services, including any and all required reports, in a timely manner – in accordance with timelines established in Exhibit A, Scope of Work.
- ii. Penalties: Should Contractor not provide all services, including any and all required reports in a timely manner, DSH may choose to terminate this Agreement. Additionally, the

DSH may find the contractor to be not responsible in provision of services and evaluate this in future contracting opportunities.

Revised 10-11-21

EXHIBIT A-1
Drawings for DSH-N HVAC Ogden Cottage

DEPARTMENT OF STATE HOSPITALS (DSH) - NAPA DSH NAPA - HVAC OGDEN COTTAGE 2100 NAPA-VALLEJO HWY, NAPA, CA 94558 100% SET DRAWINGS		OSFM FACILITY NUMBER: 19-28-43-0002																	
PROJECT INFORMATION PROJECT ADDRESS : DEPARTMENT OF STATE HOSPITALS - NAPA 2100 NAPA-VALLEJO HIGHWAY NAPA, CALIFORNIA 94558 PREPARED FOR: DEPARTMENT OF STATE HOSPITALS 1800 9th ST. ROOM 120 SACRAMENTO, CA 95814 SHANNON WATKINS-OLSON STATEWIDE FACILITY MANAGER PHONE : (916) 562-2829 FERNANDO CORTIZ CHIEF OF PLANT OPERATIONS PHONE : (707) 253-5382 CELL : (707) 815-0088		APPLICABLE CODES & STANDARDS 1. 2019 BUILDING STANDARDS ADMINSTRATIVE CODE, PART 1, TITLE 24 C.C.R. 2. 2019 CALIFORNIA BUILDING CODE (CBC), PART 2, TITLE 24 C.C.R. 3. 2019 CALIFORNIA ELECTRICAL CODE (CEC), PART 3, TITLE 24 C.C.R. 4. 2019 CALIFORNIA MECHANICAL CODE (CMC), PART 4, TITLE 24 C.C.R. 5. 2019 CALIFORNIA PLUMBING CODE (CPC), PART 5, TITLE 24 C.C.R. 6. 2019 CALIFORNIA ENERGY CODE (CEC), PART 6, TITLE 24 C.C.R. 7. 2019 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 11, TITLE 24 C.C.R. 8. 2019 CALIFORNIA REFERENCED STANDARDS, CHAPTER 12-7-4 FIRE-RESISTIVE STANDARDS, FIRE DOOR ASSEMBLY. 9. 2019 CALIFORNIA PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS. PARTIAL LIST OF APPLICABLE STANDARDS <table border="0" style="width: 100%;"> <tr> <td>1. NFPA 13 AUTOMATIC SPRINKLER SYSTEMS</td> <td>2019 EDITION</td> </tr> <tr> <td>2. NFPA 14 STANDPIPE SYSTEM (CA AMENDED)</td> <td>2019 EDITION</td> </tr> <tr> <td>3. NFPA 17A WET CHEMICAL SYSTEMS</td> <td>2017 EDITION</td> </tr> <tr> <td>4. NFPA 20 STATIONARY PUMPS</td> <td>2019 EDITION</td> </tr> <tr> <td>5. NFPA 24 PRIVATE FIRE MAINS (CA AMENDED)</td> <td>2019 EDITION</td> </tr> <tr> <td>6. NFPA 72 NATIONAL FIRE ALARM CODE (CA AMENDED)</td> <td>2018 EDITION</td> </tr> <tr> <td>7. NFPA 2001 CLEAN AGENT FIRE EXTINGUISHING SYSTEMS</td> <td>2018 EDITION</td> </tr> <tr> <td>8. REFERENCE CODE SECTION FOR NFPA STANDARDS -</td> <td>2019 CBC (SPM)</td> </tr> </table> REFERENCE CODE SECTION FOR NFPA STANDARDS ARE IN 2019 CBC CHAPTER 33 OR 2019 CBC CHAPTER 80. SEE CHAPTER 33 FOR STATE OF CALIFORNIA AMENDMENTS TO NFPA STANDARDS. REFER TO SHEET 10.2 FOR ADDITIONAL APPLICABLE CODES & STANDARDS FOR DSH PROJECTS		1. NFPA 13 AUTOMATIC SPRINKLER SYSTEMS	2019 EDITION	2. NFPA 14 STANDPIPE SYSTEM (CA AMENDED)	2019 EDITION	3. NFPA 17A WET CHEMICAL SYSTEMS	2017 EDITION	4. NFPA 20 STATIONARY PUMPS	2019 EDITION	5. NFPA 24 PRIVATE FIRE MAINS (CA AMENDED)	2019 EDITION	6. NFPA 72 NATIONAL FIRE ALARM CODE (CA AMENDED)	2018 EDITION	7. NFPA 2001 CLEAN AGENT FIRE EXTINGUISHING SYSTEMS	2018 EDITION	8. REFERENCE CODE SECTION FOR NFPA STANDARDS -	2019 CBC (SPM)
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DELEGATED DESIGN 1. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL SUBMIT DESIGN CALCULATIONS, DETAILED FABRICATION, LOCATIONS AND ASSEMBLY OF THROUST BLOCKS, PIPE ANCHORS, ALIGNMENT GUIDES, HANGERS, SEISMIC RESTRAINTS, AND SUPPORTS FOR MULTIPLE PIPES, EXPANSION JOINTS AND LOOPS, ATTACHMENTS OF THE SAME TO THE BUILDING STRUCTURE, AND LOCATIONS AND DETAILS FOR PENETRATION AND FIRE STOPPING FOR FIRE-RATED AND SHOCK-RESIST WALL AND FLOOR ASSEMBLIES BASED ON THE PROPRIETARY PIPING SYSTEM SELECTED BY THE CONTRACTOR.		SEISMIC NOTES SEE MECHANICAL SHEET 10.2 FOR SEISMIC NOTES. SEE DEFERRED APPROVALS NOTES THIS SHEET. PROJECT MILESTONES A. PROJECT MOBILIZATION B. EQUIPMENT SUBMITTALS C. TEMPORARY AIR HANDLING UNITS INSTALLATION D. AIR HANDLING UNITS REPLACEMENT DEFERRED APPROVALS ALL DEFERRED DESIGN SHOWN IN DOCUMENTS ESTABLISH DESIGN INTENT, ARE SCHEMATIC AND FOR REFERENCE ONLY. DELEGATED DESIGN, INCLUDING DRAWINGS, SPECIFICATIONS AND CALCULATIONS, MUST BE PROVIDED BY THE CONTRACTOR. PROMISE COMPLETE DELEGATED DESIGN SUBMITTALS WITH JUSTIFICATION OF LIFE SAFETY ELEMENTS AND/OR SYSTEMS, PRIOR TO SUBMITTING TO THE OFFICE OF THE STATE FIRE MARSHAL. ALL SUBMITTALS SHALL BE AS FOLLOWS: 1. SPECIALTY (CA LICENSED) ENGINEER MUST STAMP AND WET-SIGN DRAWINGS INCLUDING SUPPORTING CALCULATIONS. 2. AFFIX SHOP DRAWING STAMP INDICATING COORDINATION BETWEEN THE DEFERRED SUBMITTAL AND APPROVED DRAWINGS IS COMPLETE. THE DEFERRED SUBMITTAL ITEMS SHALL NOT BE INSTALLED UNTIL THE DESIGN SUBMITTAL DOCUMENTS HAVE BEEN APPROVED BY THE OFFICE OF THE STATE FIRE MARSHAL. APPROVAL FOR THE ELEMENTS OF THE DESIGN LISTED BELOW IS DEFERRED UNDER THE PROVISION OF 2019 CBC107.3.4.1. • DUCT DETECTOR AND CONNECTION TO BUILDING FIRE ALARM SYSTEMS. • WATSON WEST, INC. (714) 430-0701 OR EQUAL ENGINEERED SEISMIC RESTRAINT COMPARE FOR NEW WORK PIPES SUPPORTS, SEISMIC BRACING DESIGN, AND DETAILS. • SPECIAL SEISMIC CERTIFICATION REQUIRED FOR DISCONNECTS/MOTOR STARTERS PER 2019 CBC 1705A.1.3.3.1. DSA EXEMPTION NOTES THIS PROJECT IS UNDERTAKEN SOLELY FOR THE PURPOSE OF REPLACING AIR HANDLING UNITS AT THE PROJECT SITE. THIS PROJECT IS EXEMPT FOR ACCESSIBILITY CODE PROVISION AND DOES NOT REQUIRE DSA ACCESS COMPLIANCE REVIEW OR APPROVAL UNDER DSA R 1108-6. THIS PROVISION INCLUDES MECHANICAL ONLY PROJECTS THAT CONTAIN INCIDENTAL STRUCTURAL UPGRADES REQUIRED SOLELY FOR THE PURPOSE OF PERFORMING MECHANICAL ONLY WORK. HOWEVER, COMPLIANCE WITH THE CALIFORNIA BUILDING CODE IS STILL REQUIRED AND PROVIDED.																	
SITE MAP  NOT TO SCALE		FIRE APPARATUS ACCESS REFERENCE: 2019 CALIFORNIA FIRE CODE 1. SEE OVERALL SITE PLAN FOR SITE ACCESS FOR BOTH PUBLIC RIGHT OF WAY FOR NEW FIRE DEPARTMENT AND NAPA COUNTY FIRE DEPARTMENT. 2. TURNAROUND CAN BE ACCOMPLISHED BY USING EXISTING SITE ROADS. SEE 10.3. STATE FIRE MARSHAL SPECIAL INSPECTIONS A MINIMUM OF 72 HOURS NOTICE WILL BE PROVIDED TO THE STATE FIRE MARSHAL WHEN SCHEDULING ANY TESTS OR INSPECTIONS. 1. DUCT, CONDUIT OR PIPE PENETRATIONS INSPECTIONS THRU FIRE RATED ASSEMBLIES. FIRE SAFETY DURING CONSTRUCTION 1. CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF CHAPTER 33 - FIRE SAFETY DURING CONSTRUCTION OF THE 2019 CALIFORNIA FIRE CODE.																	
VICINITY MAP  NOT TO SCALE		 DSH Client Agency DEPARTMENT OF STATE HOSPITALS JCCA #20790-9 No. _____ Issue Date _____ Description _____ Project DSH NAPA - HVAC, OGDEN COTTAGE DEPARTMENT OF STATE HOSPITALS, NAPA DEPARTMENT OF STATE HOSPITALS (DSH) <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Supervisor</th> <th>Design</th> <th>Draw</th> <th>Check</th> </tr> </thead> <tbody> <tr> <td>Issue Date: 01/14/2023</td> <td>Issue Date: 01/14/2023</td> <td>Issue Date: 01/14/2023</td> <td>Issue Date: 01/14/2023</td> </tr> </tbody> </table> Sheet Title TITLE SHEET, NOTES, APPLICABLE CODES, AND SCOPE OF WORK Project Number 20790-9 Reference Note: AS SHOWN Sheet Scale T.O.1 100% CONSTRUCTION DOCUMENTS (19/03/2023) 12		Supervisor	Design	Draw	Check	Issue Date: 01/14/2023	Issue Date: 01/14/2023	Issue Date: 01/14/2023	Issue Date: 01/14/2023								
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Attached as a separate document, DSH-N HVAC Ogden Cottage SFM 100% Set Drawings, JCCA 20790-9.

EXHIBIT A-2
Specifications for DSH-N HVAC Ogden Cottage

2 June 2021
100% Construction Documents

HVAC, OGDEN COTTAGE
DSH-NAPA

SPECIFICATIONS

Prepared for:

DEPARTMENT OF STATE HOSPITALS
1600 9th Street, Room 120
Sacramento, CA 95814
Phone: (916) 997-3193



Prepared by:

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JCCA #20790-9



Attached as a separate document, DSH-N HVAC Ogden Cottage Specifications, JCCA #20790-9.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT:

- A. Contractor shall invoice upon completion of work locations/area as separated in the budget detail/cost sheet set forth in Exhibit B, 5. Budget Detail. Contractor shall submit to the Chief of Plant Operations III a request for Progress Payments prior to the start of construction.
- B. For services satisfactorily rendered, and upon receipt and approval of the invoice submitted as described herein, the DSH agrees to compensate Contractor in accordance with the rates specified in section 5, Budget Detail.
- C. The DSH is not responsible for services performed by Contractor outside of this agreement, nor for services performed other than as outlined in Exhibit A, Scope of Work.
- D. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.
- E. Contractor shall not bill or seek reimbursement from DSH for any goods or services if Contractor received or will receive reimbursement or funding for such goods or services under any federal program, such as the CAREs Act or FEMA disaster relief, except when Contractor has billed Medicare and seeks the difference between the Medicare payment and the DSH contract price.

2. INSTRUCTIONS TO CONTRACTOR:

- A. To expedite the processing of invoices submitted to the DSH for payment, all invoice(s) shall be submitted to the DSH for review and approval at either:

Department of State Hospitals – Napa
Attention: Accounting Office
2100 Napa-Vallejo Highway
Napa, CA 944558

Or

NSH.AcctPayable@dsh.ca.gov

- B. Contractor shall submit one original of each invoice.
- C. Contractor shall type, not handwrite, each invoice on company letterhead. The DSH may provide an invoice template, if requested, which may be used in lieu of company letterhead.
- D. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.
- E. Contractor shall list and itemize in accordance with section 5, Budget Detail, all services or deliverables provided on each invoice.
- F. Contractor shall include the following on each submitted invoice:

- i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated.
- ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213).
- iii. Small Business certification number, if applicable
- iv. Professional license number, if applicable
- v. Invoice total
- vi. Contractor's name as it appears on the Std. 213. If Contractor has both a legal and a fictitious name listed on the Std. 213, Contractor may, at its discretion, invoice using the full name as indicated on the Std. 213, or either of the two names listed.

3. BUDGET CONTINGENCY CLAUSE:

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any Fiscal Year (FY) is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an Agreement amendment to Contractor to reflect the reduced amount.
- C. If this Agreement overlaps Federal and State FY's, should funds not be appropriated by Congress or approved by the Legislature for the FY in which the Agreement was entered into, and/or any subsequent years covered under this Agreement, the State may exercise its option to cancel this Agreement.
- D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

4. PROMPT PAYMENT CLAUSE:

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

5. BUDGET DETAIL:

- A. The DSH does not expressly or by implication agree that the actual amount of work will correspond with any estimation provided in this Agreement and reserves the right to omit portions of the estimated amount of work as may be deemed necessary or advisable by the DSH. The estimates listed above are a good faith estimate and are not a guarantee of business and is subject to change. The amounts indicated above will be used solely for the purposes of encumbering funds. The DSH makes no guarantee, expressed or implied for actual amount of work to be performed. However, the rates contained in Exhibit B shall be binding for the term of this Agreement.

Should the DSH determine, in its sole discretion, that the estimated amount of work is insufficient to meet the demands of patient care or otherwise meet the needs of the DSH, the parties may amend this Agreement by adding additional funds at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this agreement, if applicable. Any amendment shall be in writing and

signed by both parties and be approved by the Department of General Services if such approval is required.

- B. If Contractor is audited by the State or their designee, and the audit finds that Contractor has been overpaid, Contractor shall reimburse all applicable parties as noted in the audit findings.
- C. Contractor must submit all invoices within a reasonable time but, no later than twelve (12) months from the date that services were provided. If Contractor fails to provide invoices within twelve (12) months of the date services are rendered, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.
- D. Contractor shall not be reimbursed for any travel-related expenses. All travel shall be at the expense of Contractor.
- E. The Rate Sheet will be inserted here in contract.

Revision 11-20-2020

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. PUBLIC WORKS –RULES/REGULATIONS:

- A. Contractor shall observe and comply with all federal, state, city, and county laws, rules, or regulations affecting the work, including any laws, rules, or regulations not specifically identified in this Agreement that nevertheless apply. Any work done that does not comply with any laws, rules, or regulations will be remedied at the Contractor's expense.

2. PREVAILING WAGE:

- A. PREVAILING WAGE IS A CONDITION OF THIS CONTRACT. Pursuant to the Labor Code (LC) §1770, Contractor and its subcontractor must pay prevailing wage in which the Department has ascertained that the general prevailing rates of wages applicable in the **County of Napa** are those rates established and published by the Director of the Department of Industrial Relations, <http://www.dir.ca.gov/oprl/pwd/>.
 - i. The Notice to Contractors stipulates the prevailing wage rates are applicable to the classes of labor to be used on this project.
 - ii. Pursuant to Labor Code Section 1776 completed certified payroll reporting forms for all workers involved in this project shall be submitted to the Contract Manager prior to the authorization of any payment for work under this contract.
- B. Both parties shall retain a copy of the prevailing rates on file.
- C. Pursuant to LC §1773.2, copies of the general prevailing rates of wages of per diem wages are on file with the awarding agency/DSH and are available to any interested party on request.
- D. Pursuant to Labor Code Section 1775, it is hereby mutually agreed that the Contractor shall forfeit to the State a penalty of two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid by him/her or subcontractor under him/her, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay 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 indentured apprentices.
- E. Pursuant to Labor Code Section 1813, it is further agreed that the maximum hours a worker is to be employed is limited to eight (8) hours a day and forty (40) hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five dollars (\$25.00) 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 (8) hours in any calendar day or more than forty (40) hours in any calendar week, in violation of Labor Code Section 1810-1815, inclusive.

3. APPRENTICES:

- A. Special attention is directed to Section 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative Section 200 et seq. Each Contractor and/or subcontractor must, prior to commencement of the public works contract, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco or one of its branch offices to insure

compliance and complete understanding of the law regarding apprentices and specifically the required ratio there under. Every properly registered apprentice employed in this work shall be paid the standard wage. Responsibility for compliance with this section lies with the prime Contractor.

4. CONTRACT TERM:

- A. The term of the contract may change if DSH makes an award earlier than expected or if DSH cannot execute the contract in a timely manner due to unforeseen delays. DSH may modify the contract term and/or contract dollar amount during the term of the contract via a written amendment to the contract. The contract resulting from this emergency shall be of no force or effect until it is signed by both parties and approved by the California Department of General Services (DGS) or DSH Executive Director. The company awarded the contract is advised not to commence services until all approvals have been obtained and the awarded contract has been fully executed and confirmed in the "Notice to Proceed" letter. Should services commence before all approvals are obtained, services will be considered to have been volunteered.

5. SUPERVISION:

- A. The Contractor shall furnish supervisor personnel who shall be in charge of the project herein specified, who shall supervise their personnel in properly performing the removal, applications, and in all phases of the the services being contracted herein. The Contractor shall have a person having a thorough knowledge and experience in applicable fields of work being supervised. Contractor's supervisor/foreman must be on site at all times while work is in progress.
- B. Contractors' on-site supervisor/foreman shall be the official representative of the contractor who will act on behalf of the Contractor at all times when dealing with the Chief of Plant Operations (CPO) III and/or designee and at the job site. Contractor's supervisor/foreman shall supervise their personnel in all phases of the project.
 - i. This supervisor/foreman shall be the official representative of the contractor, who is authorized to make any type of decisions for the Contractor at the jobsite and when dealing with the CPO III and/or designee. In addition, the Supervisor shall have a copy of contract specifications in their possession at all times while at the worksite.
 - ii. Contractor shall ensure that all work is to be done in a first-class manner by appropriate craftsperson. The contractor shall be responsible and coordinate the activities of all workers and sub-contractors in order that the job proceeds in an orderly manner to completion. All adjacent areas, structures, fixtures, etc., either worked on or damaged by this work shall be refurbished in kind and left in a finished state, ready to use, at no cost to the State.

6. MATERIAL AND EQUIPMENT:

- A. Only new materials are acceptable. Where quality is not specified, and several grades are available, then the best quality or grade shall be used. Where there exists a choice of color, pattern, or other variation within the grade of material specified and such choice is not stated, such choice will be made in writing by the State, prior to the incorporation of the materials into the work.
- B. Certain equipment, articles or materials may be called for under a trade name or the name of a manufacturer and catalog information. The use of alternative equipment, articles or materials of

like, better or equal quality and suitability for the purpose intended will be considered, provided that a request in writing is made by the Contractor within thirty-five (35) days after award of the contract. The determination as to the suitability of any product shall be made by the State's Representative. Any request for substitution must be made in ample time to permit investigation by the State without delaying the work. The State will require data establishing that the materials proposed to be used to comply with the requirements of the Plans and Specifications. All materials which do not meet the requirements of the Plans and Specifications will be rejected whether incorporated in the work or not and shall be removed from the premises by the Contractor at no cost to the State.

7. MEASUREMENTS AND QUANTITIES:

- A. Contractor shall be responsible for all measurements and material quantities. Any discrepancy between measurements and conditions listed within the Specifications and those actually incurred on the job will be the total responsibility of the Contractor; Site Inspection is available to bidders to eliminate any possibility of such problems. The measurements are approximate, and do not relieve the Contractor of the responsibility of visiting the site for the purpose of inspecting areas and conditions.
 - i. Measurements: Contractor shall have the SOLE responsibility for accuracy of all measurements, estimates of materials, quantities, sizes, and site conditions that will affect work.
- B. Information on the drawings relative to existing services is approximately only. Deviations found necessary during progress of construction to conform to actual locations shall be made without additional cost to the State. The contractor shall cooperate with the agency and make all changes and connections to existing system at a time most convenient to the agency.

8. WORKING CONDITIONS:

- A. Buildings and areas near which the work is to be performed will be in use and occupied during the contract period; however, adjustments will be made as possible by the State as the work progresses, to give the Contractor maximum free access to the work areas without undue interference. The Contractor's employees, equipment, etc., shall be restricted to the immediate areas of work to be done. Any building entrance, or exit out of service, shall be coordinated with the CPO III and/or designee, and shall be at such time and of such duration as may be directed by the CPO III and/or designee.

9. CONSTRUCTION AREA:

- A. Contractor, employees, equipment, etc., shall be restricted to the immediate area of construction at a place designated by the state.
- B. Contractor shall be prepared to work in a cooperative manner with other contractors who may be performing other projects during the course of this project.

10. SECURITY REGULATIONS:

- A. Contractor shall cooperate with the hospital authorities and shall observe and comply with all regulations in force on the hospital grounds.

- B. Contractor shall not interrupt Hospital operations unless prior written approval is received from the CPO III and/or designee.
- C. Contractor shall provide the CPO III and/or designee a list of names of all contractors, sub-contractors and laborers performing work on said project prior to the official start date.
- D. When work is being conducted behind the Secured Treatment Area (STA) of the facility the Contractor shall coordinate with the CPO III and/or designee to have workers badged by the hospital prior to being allowed in the STA. Contractor, foreman, and all workers being badged will need to complete the Live Scan forms and will be fingerprinted to conduct a background check.
- E. Contractor shall use all ladders, scaffolding, and rigging in their designed intended uses. Ladders are not to be used without an escort or guard on the ground at all times. Ladders must be locked up and secured at all times when not in use. Ladders and scaffolding shall be erected where requested by the CPO III and/or designee to facilitate inspection and be moved by the Contractor to locations requested by the CPO III and/or designee.
- F. In order to ensure the utmost safety of the individuals served and employees, and the safekeeping of the Contractor's property, Contractor's vehicle(s), tool cribs and any other storage bins must be locked at all times while on the grounds of the facility.
- G. Contractor shall provide their own guarding of material and equipment when not in a locked bin or vehicle. A contractor guard/contractor employee must be utilized to guard tools, materials, ladders, vehicles, work-stations, and when Contractor's employees are on the roof, scaffold, etc.

11. GENERAL FACILITY RULES & REGULATIONS:

- A. DSH is a State Facility, which serves forensic mental health patients that are sometimes in a locked environment. A number of special conditions exist regarding Facility Rules, Regulations, and Security, each and all of which will be explained in detail at the "Start Meeting." The Contractor herein agrees to abide by these conditions, as presented at that time, as a term and condition of this contract.

12. ADDITIONAL WORK:

- A. All work shall be coordinated and approved by the CPO III and/or designee. In the event additional work shall be required, the Contractor shall provide the CPO III and/or designee with a written estimate for review and approval prior to commencing the work.

13. TEMPORARY FACILITIES:

- A. Contractor shall be responsible for providing sanitary facilities for his personnel, either through rental or arranging with the State agency.
- B. Water, electric light/power, and toilet facilities when available are free of charge at work site. Contractor shall make arrangements with the office of the CPO III and/or designee for use of such facilities and shall comply with such requirements and restrictions for their use as may be prescribed. No special hook-ups shall be provided.

14. UTILITY SHUTDOWN:

- A. Any and all utility shutdowns will be coordinated with and at the convenience of DSH through the CPO III and/or designee.
- B. Since all work to be accomplished is area used daily by DSH staff, the contractor shall take all necessary measures to schedule their work and control their material so as not to interfere with the safe and efficient use of the affected areas. All measures deemed necessary by the State to ensure the safety of all concerned shall be accomplished.
 - i. Utilities: Identified as Electrical, Power, Water, and Gas
 - ii. DSH is a 24-hour licensed care facility whose primary mission is to treat mentally disordered offenders. Utilities cannot be out-of-service unless environmental conditions permit.
 - iii. No utility shall be interrupted without four (4) days advanced notice to the CPO III and/or designee, who shall grant approval only for outages of less than four (4) hours. If the CPO III and/or designee determines more than a four (4) hour outage is likely, the Contractor shall provide for a temporary source of the affected utility.
 - iv. Since all work to be accomplished is in an area used daily by DSH patients and staff, the Contractor shall take all necessary measures to schedule work and to control the material/equipment/area so as not to interfere with the safe and efficient use of the affected areas. All measures deemed necessary by the State to ensure the safety of all concerned shall be accomplished.
 - v. It is the Contractor's responsibility to keep the CPO III and/or designee informed on any problems/concerns/and progress of the project. Prior to disconnecting of utilities, Contractor must confer with DSH Job Inspector. When the area of work is complete, the Contractor will replace any equipment removed to their original locations and reconnect any utility disconnected.

15. INCLEMENT WEATHER:

- A. Preparation of work shall be limited to those areas that can be covered in the same day and before arrival of inclement weather.
- B. Work may be stopped or interrupted because of inclement weather or correction of a condition that prevents further work.
- C. Time for inclement weather may be granted. Requests for inclement weather extensions must be made to the State by the Contractor in writing and may be granted upon approval of the State.

16. REMOVAL OF DEBRIS AND WASTE DISPOSAL:

- A. Contractor shall be responsible for the safe and legal disposal of any and all equipment, material, debris, and rubbish resulting from the Contractors work, only exception is asbestos.

- B. Contractor shall keep the work areas free of scrap materials, debris, tools, etc., to avoid danger to individuals served, staff, or clients of the facility.
- C. Entrances for use of occupants and reasonable access thereto, shall be kept clear of all materials, refuse, etc., in keeping with all applicable fire regulations.
- D. The Contractor shall remove all debris associated with specified Contract from the facility premises on a day-to-day basis, and upon completion of work each area shall be clean and ready to use. Contractor shall **not use** the dumpsters and trash bins located throughout the facility. Debris and rubbish are to be hauled off at the Contractor's expense.
- E. Material shall be transported at contractor's expense, to a proper disposal site off of the Facility grounds, in complete accordance with all existing laws, codes, regulations, ordinances and rules.
- F. When work is being performed in the secure treatment area (STA). Construction debris shall be removed from the (STA) when contractor exits the compound at the end of each day. At no time will any construction materials or debris remain in the security compound overnight unless it is secured. Contractor is responsible for disposal and transportation of all waste debris off grounds.
- G. Prior to commencing removal of debris, Contractor must provide a dumpster or dump truck that shall be located adjacent to the building or work location; area of dumpster or dump truck placement/location shall be coordinated with the CPO III and/or designee. If container is to remain at the staging area, it must be lockable.
- H. Do not re-use, re-cycle, or dispose of material manufacturer's product containers except in accordance with all applicable regulations. The user of manufactured products is responsible for proper use and disposal of product containers.
- I. Upon job completion, dumpster shall be removed from premises. Spilled or scattered debris shall be cleaned up immediately. Remove material to be disposed as it accumulates.

17. DAMAGE RESPONSIBILITY:

- A. Contractor shall be liable for all damages done to State property in the performance of this project and shall repair or replace such damage at his own expense. Damage to lawns, trees, shrubs, plants, sprinkler systems and existing sidewalks in particular shall be avoided, and such damage will be repaired before any payment to contractor is made.
- B. Contractor shall protect adjoining property and nearby buildings, including State buildings, State roads, and public streets or roads, from dust, dirt, debris, or other nuisance arising out of the Contractor's operations or storage practices. Existing adjacent facilities will remain in use throughout the contract time. Interference with institution operations shall be kept to a minimum.
- C. Contractor will be responsible for any damages that occur during their removal and replacement of the equipment/material. Contractor shall alert the DSH Job Inspector and/or designee of any visible damages, prior to any removing and/or disconnecting for documentation liability.
- D. All painted surfaces or equipment damaged shall be repainted and/or touched-up upon completion of repairs. Paint shall match existing paint on equipment and/or any surfaces.

- E. Contractor shall bear all costs arising in correcting deficiencies, should the Contractor perform any work that does not comply with the requirements of the applicable building codes, State laws, local ordinances, industry standards or utility company regulations.

18. LABOR CODE CERTIFICATIONS:

- A. In accordance with the provisions of the California Labor Code Section 1775, it is hereby mutually agreed that the Contractor shall forfeit to the State two hundred (\$200) dollars for each calendar day, or portion thereof, for each worker paid by him or her, or subcontractor under him or her, 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.
- B. It is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the Contractor shall forfeit, as a penalty to the state, twenty-five dollars 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 40 hours in any calendar week, in violation of Labor Code Sections 1810-1815, inclusive.
- C. Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed and shall be employed only at the work of the craft or trade to which he or she is registered.
- D. Contractor and subcontractor(s) must comply with the requirements of Labor Code Section 1777.5 and any related regulations regarding the employment of registered apprentices.
- E. Contractor and subcontractor(s) shall comply with the Labor Code Section 1776 regarding record keeping.

19. AUDITS, INSPECTION AND ENFORCEMENT:

- A. Contractor agrees to allow the DSH to inspect its facilities and systems and make available for review its books and records to enable the DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to the DSH.
- B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of the DSH.
- C. The fact that the DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.
- D. The DSH's failure to detect or the DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the DSH's enforcement rights under the Agreement.

E. Pursuant to California labor code sections 1776 and 1777.5:

- i. The successful contractor agrees that the awarding agency or the Bureau of State Audits or the State's designated representative, shall have an absolute right of access to all of the contractor's records, files, documents, accounts, and financial affairs as deemed necessary for the purpose of conducting an audit to determine compliance with the terms and conditions of this contract, as it relates to the prevailing wage payments.
- ii. The contractor shall provide the auditor(s) with any relevant information requested without unnecessary delay upon reasonable notice, permit access to its premises during normal business hours for the purpose of interviewing staff and inspecting and copying such books, records, accounts, and any other materials as warranted conducting an audit. The contractor further agrees to maintain such records for a period of three (3) years after final payment is made on this contract or three years after resolution of all issues that may arise as a result of any litigation, claim, negotiation, or audit related to the contract, whichever is later.

F. The State agrees to treat as confidential, any information obtained as part of any such audit.

20. INSPECTIONS:

- A. Contractor shall perform appropriate inspections, surveys, and file timely notifications to proper authorities prior to starting activities. Contractor shall be responsible for determining and implementing regulatory compliance activities, including but not limited to work practices, personal protection, air monitoring, testing, hazard communication, material handling, record retention, and/or arranging for waste disposal/handling.
 - i. Contractor shall verify conditions as satisfactory to receive work. DO NOT begin work until all unsatisfactory conditions are corrected. Beginning work constitutes acceptance of conditions. Preparations shall include:
 - ii. Contactor shall inspect work site conditions for any foreign material, moisture, unevenness, and for any conditions that would prevent quality and proper execution of the project work to be performed.
 - iii. Any foreign matter (dirt, debris, oil, grease, etc.) that will affect the replacement of equipment/materials must be removed and/or corrected, by the Contractor prior to installation of new equipment/material.
- B. Contractor shall at all times permit the CPO III and/or his authorized representatives to visit and inspect the work or any part thereof and the shops where work is in preparation. This obligation shall include maintaining proper facilities and safe access for such inspection. Where the contract requires work to be tested or inspected, it shall not be covered up until approved by the State. Contractor shall be solely responsible for notifying the State where and when such work is in readiness for inspection and testing. Should any such work be covered without test, inspection, and approval, it shall be uncovered at Contractor's expense.
 - i. Start-up and clean-up shall be witnessed by the CPO III and/or designee.
 - ii. The CPO III and/or designee shall inspect daily and approve all phases of work. Work shall not advance unless approval is given by the CPO III and/or designee.

- iii. During and after any installation, the system shall be inspected by the CPO III and/or designee.
- C. Contractor shall repair and address any portion of the system that is identified as incomplete or unacceptable by the CPO III and/or designee.
- D. Work performance in the absence of prescribed inspection may be removed and replaced under proper inspection, and the entire cost of the removal and replacement including the cost of materials used in the work shall be borne by the Contractor, regardless of whether the work removed is found to be defective or not. Work covered up without the authority of the CPO III and/or designee shall be uncovered to the extent required and the Contractor shall also bear the entire cost for removal of the covering and its subsequent replacement, as directed and approved by the CPO III and/or designee.

21. EQUIPMENT STANDARDS/PRODUCT SPECIFICATION (EQUAL OR BETTER):

- A. Contractor shall use items based on materials, equipment and methods described in the contract documents. The State will consider proposals for alternative materials, equipment and methods only when such proposals are accompanied by full and complete technical data and all other information required when evaluating the proposed alternative. Contractor shall have 35 days after the award of the contract for submission of data substantiating a request of an "or equal" item. If contractor or bidder proposes to use an equal or better product than what is specified, they must submit data with reliable test results proving that their recommended product is equal or better. The request must be in writing and must compare the specified product vs. the recommended product with credible test results. All substitutes must be approved by the CPO III and/or designee.

B. EQUIPMENT STANDARDS:

- i. Whenever a material, article or piece of equipment is identified on the drawings or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers or the like, it is so identified for the purpose of establishing a standard and any material, article or piece of equipment of other manufacturers or vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or piece of equipment so proposed is, in the opinion of the CPO III or his designee, of equal substance, appearance and function.
- ii. It shall not be purchased or installed by the Contractor without the CPO III or his designee's written approval.
- iii. Specifications, standards, tests and recommended methods cited herein from following trade, industry and government organizations shall determine quantity and quality of materials and methods unless specifically designated otherwise.

22. SUBMITTALS:

- A. All required information listed below shall be submitted by the successful contractor, (three [3] complete sets in binders), to the CPO III and/or designee prior to the start of the project. No material/product shall be applied or installed without written approval from the CPO III and/or designee. Required submittals are:
 - i. Identification and listing of all products and sources.

- a. Manufacturer's name, model, type, number and size of equipment, capacity of equipment, etc.
 - b. Where applicable a complete list of equipment to be installed including: name of manufacturer, brand name, type, voltage rating, current rating, and/or catalog number of each item, etc.
 - c. All equipment information shall be submitted at one time in a booklet form.
- ii. A statement of intended use for each proposed material/product.
 - a. Any material or equipment installed without the approval of the CPO III and/or designee shall be subject to immediate removal.
- iii. Manufacturer's specifications and written application instructions of all products and material safety data sheets for each product/material.
- iv. A project Schedule e.g. flow/Gantt chart of how the work will be performed including a start/finish date and milestones. The schedule shall list all rooms to be affected each day. This schedule shall be adhered to by the Contractor. The DSH Job Inspector/designee has the right to modify the schedule to meet the needs of the building and its occupants. ALL SCHEDULE CHANGES MUST HAVE 48-HOUR WRITTEN NOTICE, APPROVED BY THE DSH JOB INSPECTOR/DESIGNEE.
- v. At the completion of the project, the Contractor shall submit one (1) set of "As Built" drawings.

23. WORKMANSHIP:

- A. All of the material used, and all work performed under this contract, shall conform in all respects to the latest amended rules, regulations, and requirements which are set forth in the Uniform Building Code, Uniform Plumbing Code, National Electric Code, California Electric Safety Orders, California Department of Industrial Relations, Division of Industrial Safety Regulations, and any other regulatory requirements having jurisdiction over this type of work.
- B. All work shall be accomplished by workmen, laborers, or mechanics especially skilled in the class of work required. All work shall be done in a professional workman like manner in conformance all applicable Federal, State, County, and City industry standards, rules, and regulations.
- C. All materials or equipment shall be applied or installed according to manufacturer recommendations.
- D. All materials, articles, and equipment furnished by the Contractor for incorporation into the work shall be new.
- E. When the Contract documents indicate or require that materials, articles, or equipment are to be furnished, but the quality or kind thereof is not particularly specified, shown or indicated, Contractor shall furnish materials, articles, or equipment at least equal to the class or quality similar to materials, articles and equipment which are specified, shown or indicated. Substantiating data of the equal item shall be presented to the hospital within 35 calendar days after the award of the contract. All work

shall be done in a first-class and workmanlike manner in accordance with the true intent and meaning of the plans and specifications and shall meet industry standards.

- F. Completed work shall be to the entire satisfaction of the State of California. The CPO III and/or designee shall be the sole judge as to whether material or workmanship is acceptable. Should any portion of the work completed, any materials, articles, or equipment delivered fail to comply with requirement of the contract, such work, materials, articles, or equipment shall be rejected. Contractor shall immediately replace at Contractor's own expense all unacceptable materials and unacceptable work shall immediately be made satisfactory to the State by the Contractor at no additional expenses to the State. Any materials, articles, or equipment which has been rejected shall immediately be removed from the premises at the expense of the Contractor.

24. DELIVERY, STORAGE, AND HANDLING:

- A. Contractor must have ***all*** the necessary materials/tools/equipment necessary to provide services being contracted. Including, but not limited to hand tools, ladders, power tools, climbing gear, safety fall arrest harness, ropes, crane, fork-lift, trucks, etc.
- i. Contractor shall maintain an accurate list of all tools; a tool control list shall be carried by the contractor at all times, while working on the contracted project.
 - ii. Materials, tools, supplies, vehicles, equipment, and persons shall be subject to inspection by security at any time while on Hospital grounds. Tool list shall be available to DSH personnel at all times upon request. Contractor shall abide by all DSH tool control policies.
 - iii. Contractor shall maintain fire extinguisher within easy access whenever power tools, torches, etc. are being used. If required burn permits will be issued by DSH Fire Prevention Officer.
 - iv. Noisy motors, cutting, drilling and fastening equipment must be operated with as little disturbance as possible to the occupants of adjacent buildings. No pneumatic tools may be used on this project without approval from the CPO III and/or designee.
- B. Delivery of materials:
- i. Deliver materials to job site in new, dry, unopened, and well-marked containers showing product and manufacturer's name.
 - ii. Deliver materials in sufficient quantity to allow continuity of work.
 - iii. Coordinate delivery with CPO III and/or designee. All deliveries made shall be during the hours of 7:00 a.m. through 4:30 p.m. The Contractor shall have one of their employees and the DSH Inspector present at the time of delivery.
 - iv. The Contractor shall utilize the freight entrance for all work associated with this Contract.
 - v. **Do Not** order project materials or start work before receiving written NOTICE TO PROCEED from the CPO III and/or designee.

C. Material Handling:

- i. Handle materials to avoid bending, tearing, or other damage during transportation and installation.
- ii. Material handling equipment shall be handled and/or operated, so as not to damage existing construction.
- iii. Do not operate or situate material handling equipment in locations that will hinder smooth flow of vehicular or pedestrian traffic.
- iv. Materials and equipment shall be protected against moisture, dirt, and damage.

D. Storage of material:

- i. Contractor shall supply their own lockable storage container to store any material or equipment on DSH grounds, must be coordinated and approved by DSH CPO III and/or designee.
- ii. All material/products/equipment/etc. shall be stored in an enclosed structure to protect them for excessive heat or cold weather.
- iii. Material/products/equipment/etc. must be stored to conform to municipal, city, county, state, and federal safety codes for flammability.
- iv. Contractor shall assume full responsibility for the protection and safe keeping of products stored on premises.
- v. If contractor and DSH agree to place storage inside the security perimeter, contractor will provide at its own expense temporary construction chain link fencing for a buffer area around the lay down area.

25. SAFETY/PROTECTION:

- A. Provide and maintain safety precautions to properly guard against personal injury and property damages as prescribed by authority having jurisdiction, Cal-OSHA Safety Regulations and Title 19, California Code of Regulations, State Fire Marshal's Regulations.
 - i. The Contractor shall conform with safety requirements set forth by regulatory agencies applicable to the construction industry and manufacturer's printed instructions and appropriate technical bulletins and manuals. The contractor shall provide and require the use of personal protective/lifesaving equipment for persons working in or about the project site.
 - ii. Contractor shall comply with quality control, references, specifications, and manufacturer's data. Products containing lead/asbestos are prohibited on this project.
 - iii. All products used, shall be odorless, nontoxic, and non-corrosive to equipment.

- iv. Contractor shall maintain fire extinguisher within easy access whenever power tools, torches, etc. are being used. If required, burn permits will be issued by Department of State Hospital, Health & Safety Office.

B. Worker/Property Protection:

- i. Contractor shall protect their work area to insure safety to persons and property around the job site. Precautions shall be exercised at all times for the protection of persons (including employees) and property. These shall include, but not be limited to, the installation of adequate safety guards and protective devices for all equipment and machinery, whether used in the performance of work or permanently installed as part of the work. Contractor shall comply with all applicable laws relating to safety precautions, including the safety regulations of the Division of Occupational Safety and Health, Department of Industrial Relations, of the State.
- ii. Contractor shall ensure all workers are following proper safety procedures to adequately protect against injuring, danger, or harming of self or others while working. Workers must all wear any/all required safety equipment during the performance of contractor's work including, but not limited to: gloves, sturdy boots, long pants, long sleeves, hard hat/helmet, safety goggles, face shield, ear/hearing protection, arrest harness, etc. during the course of work or while in the work area.

C. Head and Face Protection and Respiratory Devices:

- i. Equipment shall include protective helmets that shall be worn by all persons while in the vicinity of the work. During the course of work, workers shall wear appropriate clothing and safety gear, including helmets, goggles, gloves, and respirators, if necessary.

D. Protective Clothing:

- i. Certain products/materials may be irritating to the skin and eyes. When handling, those assignments may need to utilize gloves and eye shields.

E. Sound Levels:

- i. Whenever the occupational exposure exceeds the maximum allowable sound levels, the contractor shall provide and require the use of approved ear protective devices.

F. Barrier Protection:

- i. Contractor shall be responsible for proper protection of work location/area/property/persons (interior and exterior) involved in this contract and in adjacent areas during course of work, including but not limited to: lawns, shrubbery, paved areas, vehicles, buildings, nearby structures, etc. Contractor must make every effort to ensure that all work locations/areas/property/persons shall be properly protected in order to prevent damage/accidents. Contractor must repair any and all damages they incur at no extra cost to the State. All damages/accidents shall be the sole responsibility of the Contractor and shall be repaired/replaced at the Contractor's expense, including touch-up painting to match existing.

G. Signage:

- i. Contractor shall be responsible for securing all work areas and shall be responsible for providing and using appropriate barriers/fencing to section off the work area in order to help keep staff and patients away from location of work. Contractor shall barricade work area abundantly.
- ii. Contractor shall post adequate signage and barricades before start of work. Adequate signage and barricading shall be determined by the CPO III and/or designee.
- iii. Contractor shall have company signage on all of their vehicles. No exception to the rule. All Contractor vehicles entering the secured compound must have locking gas caps. Vehicles parked behind the secured compound must be kept locked and secured at all times.

26. HAZARDOUS CONDITIONS/PRODUCTS:

A. Safety Data Sheets (SDS)

- i. Contractor shall comply with all applicable CAL-OSHA, EPA, Federal, State, and local fire and safety requirements. All applications, material handling, and associated equipment shall conform to and be operated in conformance with all CAL-OSHA EPA, Federal, State, and local fire and safety requirements.
- ii. Contractor shall advise CPO III and/or designee whenever work is expected to be hazardous to the State, employees, and/or operators. ALL WORK WILL CEASE UNTIL HAZARDOUS CONDITIONS ARE ELIMINATED AND IT IS SAFE TO PROCEED, AS DIRECTED BY THE CPO III AND/OR DESIGNEE.
- iii. Contractor shall comply with quality control, references, specifications, and manufacturer's data. Products containing lead/asbestos are **prohibited** on this project. Use only lead/asbestos-free products.
- iv. Use products with personal protection. User must read container label and **safety data sheets** prior to use.
- v. SDS shall be present at the job location at all times and shall reflect all material and chemicals used on the job. Use products with personal protection. User must read container label and safety data sheets prior to use.
- vi. Contractor shall provide DSH with a SDS of each chemical used for the sole purpose of this contract.
- vii. Contractor shall post all notices, make all communications, and otherwise comply with California Proposition 65 requirements concerning notification of those who may be exposed to Proposition Listed Chemicals, as revised from time to time. Contractor shall also comply with other requirements concerning the safe use and handling of products/materials.

- viii. Contractor shall post (at the direction of the CPO III and/or designee) within 30 ft. of project work, all safety data sheets for public viewing and information.

27. DISCREPANCIES IN PLANS AND SPECIFICATIONS:

- A. Where discrepancies or omissions appear in plans and specifications, the CPO III will make final determination of the discrepancy or omission. No additional cost shall be made to the State for oversights in plans and specifications.

28. DISPUTES:

- A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement.

29. SETTLEMENT OF DISPUTES:

- A. In the event of a dispute, Contractor shall file a "Notice of Dispute" with Department of State Hospital, CPO III within ten (10) days of discovery of the problem. Within ten (10) days, the CPO III and/or designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.
 - i. Pending final determination of any dispute hereunder, the Contractor shall proceed diligently with the performance of this Agreement.
- B. The decision by the CPO III shall be final.

30. NOTICE OF COMPLETION:

- A. Upon completion of the contract, Contractor will notify the CPO III, and/or designee in writing and schedule a final inspection. If any of the work is unsatisfactory or incomplete, the CPO III, and/or designee will notify the Contractor, in writing, of all corrections to be made prior to making another inspection for final acceptance when again notified in writing by the Contractor that the contract is complete.

31. CONTRACTOR'S RESPONSIBILITY FOR WORK:

- A. Until the formal acceptance of the work by CPO III or his representative, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damages to any part of the work by the action of the elements or from any other cause. Contractor, at Contractors' expense, shall rebuild, repair, restore, and make good all such damages to any portion of the work occasioned by any of such causes before its acceptance.

32. LIQUIDATED DAMAGES:

- A. The parties agree that the State would suffer substantial damage as the result of the failure of the Contractor to finish the work on time, but it would be impracticable or extremely difficult to fix the actual damage. The parties therefore agree that a reasonable approximation of the actual damages to be suffered by the State is the sum of \$100.00 for each day during which full performance of the Contract is delayed. However, the Contractor shall not be assessed

liquidated damages when the delay in completing the project is caused by the failure of the State or the owner of a utility to provide for removal or relocation of the existing utility facilities.

- B. It is also agreed that these monies shall be deducted from the final payment to the Contractor.

33. PAYMENTS:

- A. Contractor to be paid at the completion and acceptance of said work in one lump sum. After job has been completed and approved by the CPO III and/or designee, Contractor shall submit one original and one copy of each invoice, along with the following documents: a warranty/guarantee covering all parts, material, workmanship, and labor (free of charge) for a period of one (1) year, commencing on the acceptance date. In addition, if any hazardous removal is necessary, before payment can be made, the awarding agency must receive the manifest signed off by the landfill that it was received.
- B. Progress Payments:
- i. If it is determined that the cost of materials or the time involved to complete this Agreement will cause injury to the company to delay all payment until the end of the Agreement, then progress payments may be approved, provided the Contractor furnishes a Performance Bond (DS-1399) acceptable to the State, in an amount no less than 100 percent of the total Agreement price, signed by the Surety and the Contractor.
 - ii. Contractor shall submit to the CPO III and/or designee a request for Progress Payments. The request shall be accompanied by a description of the work done, the quality and value of each type of material installed or stored at the site of the work. Each request will be reviewed and approved by the CPO III.
 - iii. Progress payments will be made upon completion of one-quarter increments of the total work to be done, i.e., 25%, 50%, 75% and 100% and one final retention payment. The state will withhold ten percent (10%) of each progress payment until the final payment for all monies previously withheld during construction, which will be made upon final acceptance of the entire project (including required warranties).
 - iv. It is understood that any progress payment made for work completed does not relieve the Contractor from the responsibility for completion of the entire work and the Contractor shall replace and/or repair any damage to that work which has been paid for at his own expense.
 - v. Contractor shall invoice upon completion of work locations/area as separated in the budget detail/cost sheet set forth in Exhibit B.

34. COMPENSATION OF EMPLOYEES

- A. Contractor shall be solely responsible for paying compensation to its employees in accordance with federal and state labor laws, including overtime pay.

35. SUB-CONTRACTUAL RELATIONS

- A. By an appropriate agreement (i.e. A.I.A. Document A401, "Standard Agreement Between Contractor and Subcontractor), written where legally required for validity, the Contractor shall

require each sub-contractor to be bound to the Contractor by the terms of the Contract documents and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these documents, assumes toward the State. The agreement shall preserve and protect the rights formed by the sub-contractor so the sub-contracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each sub-contractor to enter into similar agreements with his sub-contractors. The Contractor shall make available to each proposed sub-contractor, prior to execution of the work, a copy of the agreement between the contractor and subcontractor. The sub-contractor will be bound by this paragraph. Each sub-contractor shall similarly make copies of such documents available to his sub/her subcontractor.

36. GUARANTEE/WARRANTY:

- A. The Contractor hereby unconditionally guarantees that the work will be done in accordance with the requirements of the contract and further guarantees both workmanship and materials for this contract to be and remain free of defects for a period of not less than, one year from the date of acceptance of the work, unless an alternate guarantee period is specified, and shall be in accordance with the manufacturers specified warranty.
 - 1. The guarantee shall be in written form and acceptable to the CPO III and/or designee to whom it shall be delivered before the final acceptance and payment is made.
 - 2. The guarantee and warranty shall start only after the final acceptance of work by the CPO
- B. The Contractor hereby agrees to repair or replace any and all work and materials, together with any adjacent work which may be displaced in so doing, that may prove to be not in accordance with the requirements of the contract or that may be defective in its workmanship or material within the guarantee period specified, without any expense whatsoever to the State, ordinary wear and tear and unusual abuse or neglect expected. Defects will require replacement or repairs to the satisfaction of the State.
 - 1. All guaranteed work performed or necessary to this project will be done at the Contractor's expense and within 48 hours of notification by the CPO III, and/or designee. If the Contractor fails to provide guaranteed work and materials, the CPO III may opt to have the work performed by another contractor at the original contractor's expense.

37. LICENSES AND PERMITS:

- A. Licenses and permits required shall be provided by the Contractor and he or she shall abide by any and all federal, state and city laws or rules applicable to the work to be done, and shall maintain all required protection for property, employees, and the public and insurance in connection with same, for all of which he shall bear the necessary expenses.

38. LIABILITY:

- A. Neither the State, the Department, nor any officer or employee of the state shall be liable for any loss or damage that may happen to the work or any part thereof or to any of the materials or other things used or employed in performing the work; or for injury to any person or persons, either workmen or the public; for damage to property from any cause which might have been prevented by the Contractor, or his workforce, or anyone employed by him, against all of which injuries or

damages the Contractor must properly guard. The Contractor shall indemnify and save harmless the State and all officers and employees of the State from all suits, actions or claims brought forth, or on account of any injuries or damages received or sustained by any person or persons, by or from the Contractor, his employees or agents, in the construction of the work or by or in consequence of his failure to properly guard the same, or improper materials used in its construction, or by or on account of any act or omission of the Contractor, his employees or agents.

- i. In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the contract as shall be considered necessary by the Department may be retained by the State until disposition has been made of such suits, actions, or claims for damages as aforesaid, but this provision shall not be construed as precluding the State from enforcing any right of offset it may have as to any such money.

39. CANCELLATION PROVISIONS:

- A. Unless otherwise specified, this Agreement may be canceled at any time by the DSH, in writing, with thirty (30) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. The DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.
- B. If the DSH determines that the Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by the DSH, the DSH may terminate the contract by providing notice to the Contractor. The DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.

40. OCCUPANCY BY THE STATE PRIOR TO ACCEPTANCE:

- A. The State reserves the right to occupy all or any part of the project prior to completion of the work, upon written order therefore. In such event, the contractor will be relieved of responsibility for any injury or damage to such part as results from such occupancy and use by the State. Such occupancy does not constitute acceptance by the State of the work or any portion thereof, nor will it relieve the Contractor of responsibility for correcting defective work or materials found at any time before the acceptance of the work.

41. CODES, STANDARDS, AND REFERENCE SPECIFICATIONS:

- A. All work including equipment, materials, installation, and applications shall conform to the manufacturer's instructions, and comply with all rules and regulations of Environmental Protection Agency (EPA), California Department of Public Health (CDPH), Occupation Safety Health Administration (Cal/OSHA), South Coast Air Quality Management District (SCAQMD), California Administrative Code 24, Title 24 Building Standards, Title 8 Industrial Safety Orders, Department of Industrial Relations (DIR), Uniform Plumbing Code (UPC), National Electric Code (NEC), Sheet Metal and Air-conditioning Contractors' National Association (SMACNA), National fire Protection

Association (NFPA) Standard 90A, American Society for Testing and Materials International (ASTM), Underwriters Laboratories (UL), and all applicable City, County, State, and Federal codes, laws, and regulations.

- B. The Contractor shall conform with all safety requirements set forth by regulatory agencies applicable to the construction industry and manufacturer's printed instructions and appropriate technical bulletins and manuals. The contractor shall provide (when necessary) and require the use of personal protective lifesaving equipment for persons working in or about the project site.
- C. The CPO III and/or designee's decision shall be final as to the interpretation and/or conflict between any reference codes, laws, ordinances, regulations, and standards contained herein.

42. SUBCONTRACTS:

- A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to the DSH for its prior written approval. No work shall be subcontracted without the prior written approval of the DSH. Upon the termination of any subcontract, the DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.
- B. Nothing contained in this Agreement shall create any contractual relationship between the DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to the DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold the DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

43. PUBLICATIONS AND REPORTS:

- A. The DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. The DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
- B. If the publication and/or report are prepared by non-employees of the DSH, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code section 7550).

44. PROGRESS REPORTS:

- A. Progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by the DSH Contract Manager, at least once a month to the DSH Contract Manager. This progress report shall include, but not limited to, a statement that the Contractor is or is not on schedule, or any pertinent reports, or interim findings. Contractor shall cooperate with and shall be available to meet with the DSH to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

45. PRESENTATION:

- A. Upon request, Contractor shall meet with the DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

46. DEPARTMENT OF STATE HOSPITALS STAFF:

- A. The DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by the DSH Contract Manager. In this connection, the DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.
- B. The Contractor shall abide by DSH's written policy and procedures on "nepotism," which is defined as "The practice of an employee using their influence or power to aid or hinder another in the employment setting because of a personal relationship." Accordingly, Contractor shall not use their influence or power to aid or hinder another in DSH's or Contractor's employment setting because of a personal relationship. The Contractor shall disclose any personal relationship with any current DSH workforce member by completing DSH 3215 Verification of Personal Relationships and Hiring of Relatives. Contractor shall also disclose any personal relationships with any current subcontractor(s)' workforce member.

47. CONFIDENTIALITY OF DATA AND DOCUMENTS:

- A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the DSH Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code sections 6250 et seq.).
- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.
- C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or the DSH's actions on the same, except to the DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.
- D. If requested by the DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the DSH and shall supply the DSH with evidence thereof.
- E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- F. After any data or documents submitted has become a part of the public records of the DSH, Contractor may at its own expense and upon written approval by the DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department) but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

48. PROVISIONS RELATING TO DATA:

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical models, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
- B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at the expense of the DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.
- C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to the DSH. Such data shall be property of the State of California and the DSH.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the DSH of any such contemplated action; and the DSH may within 30 days of said notification determine whether or not this data shall be further preserved. The DSH shall pay the expense of further preserving this data. The DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.
- E. Contractor shall use best efforts to furnish competent witnesses to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
- F. All financial, statistical, personal, technical and other data and information relating to the DSH's operation, which are designated confidential by the State or the DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- G. If the DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, the DSH shall provide notice of its determination and Contractor and/or its

subcontractors shall improve the protections to the DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

49. APPROVAL OF PRODUCT:

- A. Each product to be approved under this Agreement shall be approved by the Contract Manager. The DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

50. SUBSTITUTIONS:

- A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

51. NOTICE:

- A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

52. WAIVER:

- A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

53. GRATUITIES AND CONTINGENCY FEES:

- A. Contractor shall not provide gratuities to any officer or employee of the DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. The DSH, by written notice to the Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State or the DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.
- B. In the event this Agreement is terminated as provided in the paragraph above, the DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.
- C. The rights and remedies of the DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- D. The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the DSH shall, among other rights,

have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

54. INTEGRATION CLAUSE:

- A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

55. CAPTIONS:

- A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

56. PUBLIC HEARINGS:

- A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in the Contractor's proposed budget. The DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by the DSH.

57. FORCE MAJEURE:

- A. Neither the DSH nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

58. LITIGATION:

- A. The DSH, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the DSH or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the DSH to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the DSH.
- B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of

Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

59. EVALUATION OF CONTRACTOR'S PERFORMANCE:

- A. The DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contracts Code section 1067.

60. USE OF STATE FUNDS:

- A. Contractor, including its officers and members, shall not use funds received from the DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:
- i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
 - ii. Lobbying for either the passage or defeat of any legislation.
- B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.
- C. Contractor is prohibited from using state funds received pursuant to this contract to assist, promote, or deter union organizing during the life of this contract, including any extensions or renewals of the contract in accordance with Government Code, §§16645-16649.

61. EMPLOYMENT PROVISIONS:

- A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of the DSH. Contractor and its independent contractors shall be solely responsible for:
- i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes,
 - ii. Federal or state income tax withholding,
 - iii. Providing unemployment insurance and workers compensation insurance, and
 - iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and hold harmless the DSH for any damages, losses, expenses, including reasonable

attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

62. LIABILITY FOR LOSS AND DAMAGES:

- A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of the DSH at Contractor's expense. The DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

63. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

- A. The DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. The DSH further reserves the right to terminate this Agreement should a threat to security be determined.
- B. In the event that the services required under this Agreement will be performed within a DSH facility, Contractors and their employees who are assigned to work with, near, or around patients shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by DSH. Contractors and their employees who have any contact (physical or nonphysical) with patients, shall be required to furnish to the DSH Contract Manager, at no cost to DSH, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.
- C. If both of the documented results of the TST provided $\leq 0-9$ /mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is ≥ 10 /mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.

64. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

- A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if the Contractor has a financial interest with that health care provider or health-related facility.
- B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of the DSH. Contractor shall disclose, in writing, as well as on a

continuous basis, to the DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

Revision 11-20-2020

EXHIBIT E
CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS
(HIPAA Business Associate Agreement)

This Exhibit E is not applicable to this Agreement.

EXHIBIT F
INFORMATION PRIVACY AND SECURITY REQUIREMENTS
(Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-Health Insurance Portability and Accountability Act/Health Information Technology for Economic and Clinical Health (Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as “this Exhibit”) sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of State Hospitals (hereinafter “DSH”), pursuant to Contractor’s agreement with DSH. (Such personal and confidential information is referred to herein collectively as “DSH PCI”.) DSH and Contractor desire to protect the privacy and provide for the security of DSH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the DSH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all DSH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and DSH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to DSH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of DSH, pursuant to Contractor’s agreement with DSH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and DSH, including this Exhibit, the following definitions shall apply:
 - A. Breach: “Breach” means:
 1. the unauthorized acquisition, access, use, or disclosure of DSH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f) (2021).
 - B. Confidential Information: “Confidential information” means information that:
 1. does not meet the definition of “public records” set forth in California Government Code section 6252(e) (2021), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or

2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word “confidential” by DSH.
- C. Disclosure: “Disclosure” means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
- D. PCI: “PCI” means “personal information” and “confidential information” collectively (as these terms are defined herein).
- E. Personal Information: “Personal information” means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
 2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 3. meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a) (2021); or
 4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2) (2021); or
 5. meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2) (2021), or California Civil Code section 56.05, subdivision (j) (2021); or
 6. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3) (2021); or
 7. is protected from disclosure under applicable state or federal law.
- F. Security Incident: “Security Incident” means:
1. an attempted breach; or
 2. the attempted or successful unauthorized access or disclosure, modification or destruction of DSH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and DSH, including this Exhibit; or
 3. the attempted or successful modification or destruction of, or interference with, Contractor’s system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of DSH PCI; or
 4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission.

Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

- IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any DSH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and DSH (including this Exhibit), any DSH PCI to anyone other than DSH personnel or programs without prior written authorization from the DSH Program Contract Manager, except if disclosure is required by State or Federal law.
- V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any DSH PCI for any purpose other than performing the Contractor's obligations under its agreement with DSH.
- VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of DSH PCI, including electronic or computerized DSH PCI. At each location where DSH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with DSH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide DSH with Contractor's current and updated policies within five (5) business days of a request by DSH for the policies.
- VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing DSH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where DSH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with DSH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with DSH, including this Exhibit, or otherwise use or disclose DSH PCI.
 - A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

- B. The Contractor shall retain each employee's certifications for DSH inspection for a period of three years following contract termination or completion.
- C. Contractor shall provide DSH with its employee's certifications within five (5) business days of a request by DSH for the employee's certifications.
- X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.
- XI. Contractor CCPA Responsibilities: Contractor, its employees, agents, and sub-contractors, shall comply with all Contractor's legal obligations pursuant to the California Consumer Privacy Protection Act (CCPA), including but not limited to the handling and disclosure of personal information received resulting from this agreement, abiding by CCPA notice requirements on Contractor's website(s), safeguarding personal information received in connection with this agreement, refraining from using personal information received in connection with this agreement outside of the enumerated business purpose contained therein. Contractor's failure to comply with such laws and regulations shall constitute a material breach of this Agreement, and shall be grounds for immediate termination of the Agreement by DSH, pursuant to section 7 of Exhibit C. By executing this Agreement, Contractor certifies that it is aware of its legal obligations as set forth under the CCPA, that it is in compliance with the CCPA, and shall remain in compliance with all such laws and regulations for the term of this Agreement.

To the fullest extent permitted by State law, pursuant to section 5 of Exhibit C of this Agreement, Contractor agrees to indemnify and hold the DSH harmless from and against any and all liability, loss, suit, damage or claim, including third party claims brought against the DSH, as well as damages and reasonable costs assessed against the DSH by a court of competent jurisdiction (or, at Contractor's option, that are included in a settlement of such claim or action in accordance herewith), to the extent such claim arises from Contractor's violation of the CCPA in relation to Contractor's performance under this agreement; provided, that (i) Contractor is notified promptly in writing of the claim; (ii) Contractor controls the defense and settlement of the claim; (iii) Contractor provides a defense with counsel approved by the DSH; and (iv) the DSH cooperates with all reasonable requests of Contractor (at Contractor's expense) in defending or settling the claim.

XII. Breach and Security Incident Responsibilities:

- A. Notification to DSH of Breach or Security Incident: The Contractor shall notify DSH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to DSH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the DSH Program Contract Manager, the DSH Privacy Officer and the DSH Chief Information Security Officer, using the

contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves DSH PCI in electronic or computerized form, notification to DSH shall be provided by calling the DSH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code sections 1798.29 and 1798.82 (2021).

B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the DSH Program Contract Manager, the DSH Privacy Officer, and the DSH Chief Information Security Officer of:

1. what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
2. a description of the unauthorized persons known or reasonably believed to have improperly used the DSH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the DSH PCI, or to whom it is known or reasonably believed to have had the DSH PCI improperly disclosed to them; and
3. a description of where the DSH PCI is believed to have been improperly used or disclosed; and
4. a description of the probable and proximate causes of the breach or security incident; and
5. whether Civil Code sections 1798.29 and 1798.82 (2021) or any other federal or state laws requiring individual notifications of breaches have been triggered.

C. Written Report: The Contractor shall provide a written report of the investigation to the DSH Program Contract Manager, the DSH Privacy Officer, and the DSH Chief Information

Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the DSH PCI, Contractor shall, at its sole expense, and at the sole election of DSH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the DSH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist DSH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29 or 1798.82 (2021), and regardless of whether Contractor is considered only a custodian and/or non-owner of the DSH PCI, Contractor shall, at its sole expense, and at the sole election of DSH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e), or 1798.82, subdivision (f) (2021). Contractor shall inform the DSH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist DSH in its submission of a sample copy of the notification to the Attorney General.
- F. DSH Contact Information: To direct communications to the above referenced DSH staff, the Contractor shall initiate contact as indicated herein. DSH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

DSH Contract Manager	DSH Privacy Officer	DSH Chief Information Security Officer
See Exhibit A - Scope of Work for Contract Manager contact information	Privacy Officer Office of Legal Services California Dept. State Hospitals 1215 O Street, MS-5 Sacramento, CA 95814 Email: Yamin.Scardigli@dsh.ca.gov Telephone: (916) 562-3721	Chief Information Security Officer Information Security Office 1215 O Street, MS-4 Sacramento, CA 95814 Email: iso@dsh.ca.gov and security@dsh.ca.gov Telephone: 916-654-4218

- XIII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to DSH or (at the direction of DSH) to an Individual such disclosures of DSH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25 (2021), or any applicable state or federal law.
- XIV. Requests for DSH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DSH Program Contract Manager all requests for disclosure of any DSH PCI requested by third parties to the agreement between Contractor and DSH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XV. Audits, Inspection and Enforcement: DSH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the DSH Program Contract Manager in writing.
- XVI. Return or Destruction of DSH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and DSH for any reason, Contractor shall securely return or destroy the DSH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the DSH Program Contract Manager, the DSH Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, DSH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor destroys the DSH PCI or returns the DSH PCI to DSH; provided however, that on expiration or termination of the agreement between Contractor and DSH, Contractor shall not further use or disclose the DSH PCI except as required by state or federal law.

- C. Notification of Election to Destroy DSH PCI: If Contractor elects to destroy the DSH PCI, Contractor shall certify in writing within 30 days of the expiration or termination of the agreement to the DSH Program Contract Manager, the DSH Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the DSH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVII. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolve and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of DSH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVIII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and DSH, available to DSH at no cost to DSH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against DSH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XIX. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than DSH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XXI. Survival: If Contractor does not return or destroy the DSH PCI upon the expiration or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and DSH.

Attachment 1

Contractor Data Security Standards

1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with DSH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security

and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DSH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DSH inspection for a period of three (3) years following contract termination.

- B. **Background check.** Before a member of the Contractor's workforce may access DSH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store DSH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the DSH Information Security Office.
- D. **Server Security.** Servers containing unencrypted DSH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of DSH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain DSH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store DSH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store DSH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique username for accessing DSH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed

every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

- J. **Data Sanitization.** All DSH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the DSH PCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing DSH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DSH PCI, or which alters DSH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If DSH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role-based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of DSH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end-to-end at the network level, or the data files containing DSH PCI can be encrypted. This requirement pertains to any type of DSH PCI in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DSH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

- A. **System Security Review.** All systems processing and/or storing DSH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing DSH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing DSH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DSH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup DSH PCI to maintain retrievable exact copies of DSH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore DSH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DSH data.

5. Paper Document Controls

- A. **Supervision of Data.** DSH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DSH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where DSH PCI is contained shall be escorted and DSH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** DSH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the DSH PSCI is no longer needed.
- D. **Removal of Data.** DSH PCI must not be removed from the premises of the Contractor except with express written permission of DSH.

- E. ***Faxing.*** Faxes containing DSH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- F. ***Mailing.*** DSH PCI shall only be mailed using secure methods. Large volume mailings of DSH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a DSH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

Revised 9/8/2021

EXHIBIT G

INSURANCE REQUIREMENTS

1. APPLICABLE LIABILITY INSURANCE:

- A. The insurance and/or bonds identified below with a marked box are a required part of this Agreement, and only the marked boxes have any force or effect under this Agreement. Except as set forth below, evidence of liability insurance coverage, in the form of a certificate acceptable to the State of California and DSH, shall be provided prior to the execution of this Agreement and the commencement of services.
- B. DSH reserves the right, at its sole discretion, to cancel a proposed award to Contractor which does not submit all required insurance documents in a timely manner. Should DSH cancel a proposed award for this reason, DSH reserves the right, at its sole discretion, to award the contract to the next lowest, responsive and responsible provider.

☒ **Commercial General Liability:**

Contractor shall maintain general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate 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 contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought.

Should Contractor use a subcontractor to complete a portion of this Agreement, Contractor shall include the subcontractor as an additional named insured under Contractor's policy, or represents and warrants that each subcontractor is insured under their own Commercial General Liability policy at the amounts specified herein. Contractor shall supply evidence of the subcontractor's insurance to DSH upon request.

Requirement to Insure the State: Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to DSH and unless otherwise directed by DSH, shall provide proof that Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to Contractor's insurance policy (Form CG 20 10 11 85 or as broad as), or in the form of a copy of Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

☐ **Pollution/Environmental Impairment Liability:**

Contractor shall maintain Pollution Liability covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution or hazardous materials and related cleanup costs incurred, arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on-site, as well as during the transportation or disposal of hazardous materials. Contractor shall maintain limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.

Requirement to Insure the State: Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to DSH and unless otherwise specified, shall provide proof that Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to Contractor's insurance policy, or in the form of a copy of Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

☒ **Motor Vehicle Liability:**

Contractor shall maintain motor vehicle liability insurance with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by Contractor during the provision of services under this Agreement, including, but not limited to, Contractor owned, hired, and non-owned motor vehicles.

Requirement to Insure the State: Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to DSH and unless otherwise specified, shall provide proof that Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to Contractor's insurance policy, or in the form of a copy of Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

☐ **Professional Liability:**

Contractor shall maintain Professional Liability insurance covering any damages caused by an error, omission or any negligent acts. Contractor shall maintain limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.

In the event a medical professional performing services under this Agreement is a subcontractor or is performing services through a registry, the medical professional actually performing the services shall be the insured and shall comply with the Professional Liability/Medical Malpractice insurance requirements of this Agreement. The prime contractor shall be responsible to enforce this provision and employ only those medical professionals meeting this requirement. Evidence of compliant insurance shall be provided to DSH prior to the commencement of services.

☒ **Performance Bond:**

Contractor shall obtain and maintain a performance bond of not less than the contract price of this Agreement, which shall be executed by a California-admitted surety insurer. Bonds not so-executed shall be rejected. Contractor shall submit two (2) executed copies on standard bonding company forms.

☒ **Payment Bond:**

Contractor shall provide DSH with a payment bond of not less than the contract price of this Agreement. The bond shall cover the costs of labor and materials provided by Contractor's employees, subcontractors, and suppliers in the event that Contractor fails to pay the costs of labor and materials to those individuals or entities. In order to meet this requirement, Contractor shall submit two (2) executed copies of the Payment Bond Form (STD 807). A copy of the STD 807 can be found at:

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std807.pdf>

☒ **Workers' Compensation:**

If Contractor is required by statute, regulation, or Court order, to provide Workers' Compensation and Employer's Liability Insurance for performance of services under this Agreement, Contractor shall carry and shall maintain sufficient and adequate insurance for all of its employees who shall be engaged in the performance of this Agreement. Contractor shall maintain Employer's Liability limits of not less than \$1,000,000 per claim. Failure to maintain the insurance pursuant to this clause shall be deemed a material breach of the Agreement and DSH may terminate this Agreement for cause.

If required by DSH, in writing, Contractor shall furnish, within three (3) state business days following DSH's request, either 1) a copy of the certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier reflecting workers' compensation coverage; or 2) written confirmation, in a manner defined by DSH, that workers' compensation coverage is not required.

Contractor also agrees to indemnify, defend and hold harmless the state of California, DSH, its officers, agents and employees from any and all claims by Contractor's employees, agents and/or anyone representing Contractor, related to any non-performance of this section.

2. TERM OF INSURANCE:

- A. Insurance shall be in effect for the entire term of this Agreement. If the insurance expires prior to the end of the term of the Agreement, a new certificate must be received by DSH at least ten (10) days prior to the expiration of the insurance.

3. TERMINATION FOR NON-COMPLIANCE:

- A. In the event Contractor fails to keep in effect at all times the specified insurance coverage, this failure shall be deemed a material breach of the Agreement and DSH may, in addition to any other remedies it may have, terminate this Agreement with cause upon the occurrence of such event.

4. CERTIFICATE HOLDER AND SUBMISSION:

- A. Certificates of liability insurance must name DSH as a certificate holder and must be submitted to the following address:

Department of State Hospitals - Napa
Attention: Project Management Unit
2100 Napa-Vallejo Highway
Napa, CA 94558
Talía.Yates@dsh.ca.gov
Phone: (707) 253-5662

5. SELF-INSURANCE REQUIREMENTS:

- A. If Contractor is a California governmental entity, Contractor is not required to provide proof of insurance.
- B. For all other Contractors, for Workers' Compensation insurance, Contractor must be listed on the Department of Industrial Relations website as having a Certificate of Consent to Self-Insure.
- C. For all other Contractors, for all other insurance categories, Contractor must provide:
- i. A cover letter from Contractor's risk manager (or similar position) providing a description of the self-insurance plan for the types of coverage required in this Agreement. The description must detail what is covered by the plan and identify the source of funds for financing the plan.
 - ii. An audited financial report from the most recent quarter, along with any applicable accounting letters relative to the report.
 - iii. Evidence of firm having current equity of at least \$5,000,000 and current net profit of at least \$500,000.
 - iv. A signed written statement from Contractor's Certified Public Accountant (CPA) indicating the firm's annual net profit for the prior four (4) years has been a minimum of \$500,000.
- D. Contractor agrees to submit to DSH evidence of, upon request by DSH, and DSH reserves the right to verify, or cause to be verified, the source of funds for financing the self-insurance plan. DSH also reserves the right to require subsequent assistance from Contractor's risk manager to provide explanations of aspects of the self-insurance plan which need clarification. Upon request by DSH, Contractor shall provide additional reasonable assurances and documentation to DSH of its ability to meet the requirements to self-insure.
- E. Contractors who are self-insured for a specific type of insurance do not need to add the State as an additional insured.