California Department of
State Hospitals

INVITATION FOR BID (IFB)
Notice to Prospective Bidders

IFB Number: 26-64007-000
"Electric Vehicle Charging Stations Repair & Maintenance Services"

REBID: August 20, 2026

You are invited to review and respond to this Department of State Hospitals (DSH) – Coalinga solicitation. The DSH is seeking bids for a contractor to perform Electric Vehicle (EV) Charging Stations Repair & Maintenance Services.

Bidder and its subcontractor(s) must be registered with Department of Industrial Relations (DIR) under section Labor Code § 1725.5 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: Standard Contract Language.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

This bid solicitation is published online at the Cal eProcure 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 at https://caleprocure.ca.gov/pages/BidderRegistration-BS3/bidder-registration-1.aspx

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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 with preventative equipment, maintenance and repair for nineteen (19) EV Charging Stations.

2. Please carefully review and consider the minimum qualifications, and the detailed Scope of Work located in Attachment 17, Sample Agreement, Exhibit A, Scope of Work, in order to complete your bid.

3. The EV Charging Stations are BTC Power 208-240VAC Single Phase Level 2 EVSE acts as a safety device to supply the electric vehicle or hybrid vehicle on-board AC/DC charger with electricity to charge its high voltage battery pack. They have a 7” LCD Panel Display, charging connector 2 (for dual configuration). Power per port 7.2kW, 9.6kW, and 16.8kW.

B. Agreement Term and Security Provisions:

1. The term of any agreement resulting from this IFB is anticipated to be November 1, 2026, through October 31, 2029. 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.

C. Generative Artificial Intelligence (GenAI):

1. The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

2. Bidder/Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i)

functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

3. Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

4. Upon notification by a Bidder/Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.

5. Government Code 11549.64 defines "Generative Artificial Intelligence (GenAI)" as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data.

II. MINIMUM QUALIFICATIONS (MQ)

A. Proof of Legal Right to Do Business:

Bidders shall certify proof of their legal right to do business in the State of California:

1. Bidders must certify on Attachment 3 that they have a license to do business in the State of California, including any proof of "Doing Business As (DBA)" documentation, as 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 which are corporations, regardless of where they are incorporated, shall certify they are currently in good standing with the California Secretary of State (SOS). DSH shall verify that the proposed awardee(s) is in good standing by checking the (SOS) website: https://bizfileonline.sos.ca.gov/search/business.

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 three (3) years (from the date of this solicitation). If bidder has provided these services to a government entity during the timeframe above, they must be used as a reference. Furthermore, if the bidder has provided services to DSH during this timeframe, one of the references must be from a DSH Contract Manager or designee. Each reference must be able to address each of the following:

    i. The bidder's responsiveness to requests for service

ii. The bidder's ability to provide the contracted services
iii. The customers' overall assessment of the bidder's performance

The list of references shall include the following:

i. Name of Company
ii. Address
iii. Contact Name and Title
iv. Telephone
v. Email Address

DSH reserves the right to contact these references to collect the above-stated information prior to accepting a bid in response to this solicitation.

C. Agreement to Sign:

1. The bidder shall certify that, if awarded an agreement, they shall sign and return 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 requirements in Attachment 10, Sample Agreement, Exhibit G, Insurance Requirements, and if awarded an agreement, shall provide the DSH with all required insurance and 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 registration requirement shall apply if the total bid amount exceeds $15,000.00 (Labor Code, § 1725.5, subd. (f).) for maintenance work projects. If the total bid is $15,000 or less, then this registration requirement does not apply to the bidder or its subcontractors.

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: either the subcontractor is registered prior to bid opening; or within 24 hours after the bid opening, the subcontractor is registered and the penalty registration fee paid; or the subcontractor is replaced with another registered subcontractor.

    ii. The bidder or a proposed subcontractor is registered but has inadvertently allowed their registration to lapse. If prior to the evaluation of bids, the firm renews their registration retroactively if within 90 days of the due date of the renewal fee, pursuant to Labor Code section 1725.5(c), that bidder 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, C-10-Electrical Contractor, issued by the California Department of Consumer Affairs, Contractors State License Board.

2. If subcontracting, bidders must provide a copy of the proposed C-10-Electrical Contractor, issued by the California Department of Consumer Affairs, Contractors State License Board.

F. Work Experience:

1. Bidders shall have a minimum of four (4) years' experience performing EV Charging Station Repair & Maintenance. 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	August 20, 2026	11:00 AM
Deadline for Submission of Questions	August 26, 2026	4:30 PM
Final Date for Bid Submission	**September 4, 2026**	**8:30 AM**
Public Bid Opening	September 4, 2026	2:00PM
Anticipated Notice of Intent to Award Posted	September 8, 2026	-
Anticipated Start Date	November 1, 2026	-

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

B. Bidder's Questions:

1. Bidders shall notify the DSH immediately via e-mail at **Alexandria.Alvarado@dsh.ca.gov** and **Brandon.Chastain@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.

C. 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 # 26-64007-000
EV Charging Stations Repair & Maintenance Services
ATTN: Alex Alvarado, Procurement Department
Department of State Hospitals – Coalinga
24511 W. Jayne Ave
P.O. Box 5000
Coalinga, CA 93210

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 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 15 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 17 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.

vi. To schedule Hand Delivery of bid please contact Alex Alvarado at alexandria.alvarado@dsh.ca.gov

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. All bids shall include any required documents as shown in Attachment 3 – Minimum Qualification Response.

iii. 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.

iv. 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.

v. 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.

vi. Before submitting a response to this solicitation, bidders should review, correct all errors, and confirm compliance with the IFB requirements.

vii. 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. Bidders' 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 Contracts Office is located at:

Department of State Hospitals – Coalinga
24511 W. Jayne Ave
P.O. Box 5000
Coalinga, CA 93210

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 bidder 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 and Protest:

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, <u>the low bidder shall be notified by electronic facsimile transmission, overnight courier, electronic mail, or personal delivery five (5) working days prior to the award of the agreement.</u>

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.

3. If any bidder, prior to the award of agreement, files a written protest with the DGS and DSH, including the grounds that the (protesting) bidder is the lowest responsive and responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn, or the DGS has decided the matter.

4. <u>Within five (5) calendar days</u> after filing the initial protest, the protesting bidder shall file with the DGS and DSH a detailed written statement specifying the grounds for the protest.

5. Submissions shall be made to:

Department of General Services
OLSProtests@dgs.ca.gov

AND

Department of State Hospitals – Coalinga
CSHProcurement@dsh.ca.gov

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/about-ftb/newsroom/top-500-past-due-balances/corporate-income-tax-list.html

   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 12.**

5. Disabled Veteran Business Enterprise Inventive 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-Target-Area-Contract-Preference?search=TACPA

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 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.

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	Insurance Certifications
Attachment 7	Darfur Contracting Act Certification (Only if applicable)
Attachment 8	Labor Code Certifications
Attachment 9	Bidder's Acknowledgement to Pay Prevailing Wage Rates
Attachment 10	Non-Collusion Declaration
Attachment 11	Bidder Declaration Form (GSPD-05-105)
Attachment 12	Contractor Certification Clauses (CCC 04/2017)

Attachment 13 Payee Data Record (Std. 204)
Attachment 14 DVBE Declarations Form (Std. 843)
Attachment 15 California Civil Rights Law Certification
Attachment 16 Nondiscrimination Compliance Statement (STD 19)
Attachment 17 Sample Standard Agreement (Std. 213 and Exhibits)

Note: attachment 17 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:
_____

	Attachment	Name of Attachment
_____	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	Insurance Certifications
_____	Attachment 7	Darfur Contracting Act Certification https://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf
_____	Attachment 8	Labor Code Certification
_____	Attachment 9	Bidder's Acknowledgement to Pay Prevailing Wage Rates
_____	Attachment 10	Non-Collusion Declaration
_____	Attachment 11	Bidder Declaration Form (GSPD 05-105) https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf
_____	Attachment 12	Contractor Certification Clauses (CCC-4/2017) https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language
_____	Attachment 13	Payee Data Record (Std. 204) https://www.documents.dgs.ca.gov/dgs/FMC/PDF/Std204.pdf
_____	Attachment 14	DVBE Declarations Form (Std. 843) https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf

_____ Attachment 15 California Civil Rights Law Certification
OLS004.pdf (ca.gov)

_____ 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 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 that 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 which 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 shall certify they have a license to do business in the State of California including any proof of "Doing Business As (DBA)" documentation, as applicable.	Do you so certify? 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 which are corporations, regardless of where they are incorporated, shall certify they are currently in good standing with the California Secretary of State (SOS). DSH shall verify that the proposed awardee(s) is in good standing by checking the (SOS) website: https://bizfileonline.sos.ca.gov/search/business	Do you so certify? 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 requirements and, if awarded an agreement, shall sign and return one (1) copy of the Standard Agreement signature pages (Std. 213) and any required insurance documents as directed.	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, ***C-10 Electrical Contractor*** issued by the California Department of Consumer Affairs, Contractors State License Board.	Contractors State License included? Yes No
Bidders shall have a minimum of four (4) years' experience performing EV Charging Station Repair & Maintenance Services. 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

The prospective contractor must provide a list of three (3) references from customers for whom the prospective contractor 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 three (3) years (from the date of this solicitation). Each reference must be able to address each of the following:

1. Responsiveness to requests for service
2. Ability to provide services as compared to his or her agreed upon contract
3. The customers' overall assessment of the performance

The DSH reserves the right to utilize these references in determining whether a prospective contractor 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, personnel, and any other services necessary to provide:

Important Considerations:

1. The bidder shall set forth the bid rates in clear, legible figures in the space 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.

3. 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 DSH. The estimates listed above are a good faith estimate and are not a guaranteed for business and are subject to change. The amounts indicated above will be used solely for comparison of bids. DSH makes no guarantee, expressed or implied for actual number of hours or work needed. However, the actual rates quoted by the bidder shall be binding for the term of the agreement.

4. As described in Attachment 16, Sample Agreement, Exhibit A, Scope of Work, the locations checked are the primary locations to receive services. Bidders are advised to submit rates that would allow them to provide services at other DSH locations if requested.

5. Contractor will be reimbursed for the actual cost of the parts and a maximum markup of 15% pre-approved by DSH Contract Manager.

Description	Rate	X	Estimated Amount of Service	=	Estimated Total
Hourly Rate for FY **26/27**	$_____	X	200 hours	=	$_____
Hourly Rate for FY **27/28**	$_____	X	300 hours	=	$_____
Hourly Rate for FY **28/29**	$_____	X	300 hours	=	$_____
Hourly Rate for FY **29/30**					

	$_____	X	100 hours	=	$_____

ALLOWANCE FOR REPAIR PART(S) REPLACEMENT Must have prior approval before ordering/replacing. .	=	**$45,000.00**
TOTAL BID AMOUNT	=	**$_____**

***Hourly Rate to commence upon Contractor arrival at Coalinga State Hospital. Travel is not a reimbursable expense.**

Contractor may offer a discount on amount paid on invoices received and accepted by DSH in order for the invoices to be paid within thirty (30) calendar days of receipt. Discount offered on invoices must be at least one-half of one percent of the amount and a minimum of $5.00.

Discount offered on invoices to be paid within 30 calendar days of receipt:
_____%*

*The discount offered will not be included in the bid evaluation process.

ATTACHMENT 6 – INSURANCE CERTIFICATIONS

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 17, Sample Agreement, Exhibit G, Insurance Requirements.
	Bidder acknowledges that they have reviewed and understand the sample insurance forms provided with this attachment.
	Bidder certifies that, if awarded an agreement, the bidder shall provide 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 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.

ACORD CERTIFICATE
This is a sample insurance certificate

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

ENDORSEMENT
Language on this certificate indicating that the State is an additional insured is not sufficient to meet the requirements of

PRODUCER

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL:

INSURED

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

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			PRA 5908050-02	1/17/2015	1/17/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			PRA 5908050-02	1/17/2015	1/17/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE						EACH OCCURRENCE	$

TYPE OF INSURANCE and LIMITS
Each required insurance type, with the exception of Worker's Compensation and Professional Liability, must be listed and specified

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 new expiration date

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 – (HOSPITAL)
ATTN: CONTRACTS DEPARTMENT
STREET NAME
CITY, CA #####

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.

ACORD 25 (2010/05)
INS025 (201005).01

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(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 r[illegible] but only with respect to liability arising out of the [illegible]ind is available to that person or organizati[illegible] with respect to:

(1) "Bodily injury" to an i[illegible]

(2) "Property damage" [illegible]u or the employer 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.

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BUSINESSOWNERS
PB 04 48 11 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

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.

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
DEDUCTIBL
If coverage p
required by a
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.

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

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

ATTACHMENT 7 – DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code sections 10475 - 10490 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.

Company/Vendor Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County and State of*

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 1047, 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.

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

ATTACHMENT 8 – 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: _____

ATTACHMENT 9 – BIDDER'S ACKNOWLEDGEMENT TO PAY PREVAILING WAGE RATES

(For bid over $15,000.00)

_____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 10 – 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 11 – BIDDER DECLARATION FORM (GSPD-05-105)

Form is located at the following web address:
https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf

ATTACHMENT 12 – CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

Form is located at the following web address:
https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language.

ATTACHMENT 13 – PAYEE DATA RECORD (STD. 204)

Form is located at the following web address:
http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf

ATTACHMENT 14 – DVBE DECLARATION FORM (STD. 843)

Note: This only applies if a bidder or a subcontractor is a DVBE
Form is located at the following web address:
https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf

ATTACHMENT 15 – 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 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 – SAMPLE AGREEMENT (STD. 213 AND EXHIBITS)

Reset Form | Print Form | **SCO ID:**

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

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit C *	General Terms and Conditions	
+ -		

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

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.)

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP

PRINTED NAME OF PERSON SIGNING	TITLE
CONTRACTOR AUTHORIZED SIGNATURE	**DATE SIGNED**

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

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)**

Reset Form | Print Form

SCO ID: 4440-210X0XX000

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

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
21-XXXXX-000	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:

A. ----------, hereafter referred to as Contractor, agrees to provide EV Charging Stations Repair & Maintenance Services (as defined in Section 6) to the Department of State Hospitals (DSH) – Coalinga pursuant to the terms and conditions of the Agreement.

2. SERVICE LOCATIONS:

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

☒ DSH-Coalinga
24511 West Jayne Avenue
Coalinga, CA 93210

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-Coalinga		Contractor:	
Section/Unit: Plant Operations		Section/Unit:	
Attention:		Attention:	
Address:		Address:	
Phone:	Fax:	Phone:	Fax:
Email:		Email:	

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

Department of State Hospitals: Coalinga	Contractor:
Section/Unit:	Section/Unit:
Attention:	Attention:

Address:		Address:	
Phone:	Fax:	Phone:	Fax:
Email:		Email:	

5. SUBSTITUTIONS:

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

B. Either party may make changes to the Project Representatives by providing written notice to the other party. Said changes shall not require an amendment to this Agreement.

6. SUMMARY OF WORK TO BE PERFORMED:

A. Contractor shall supply all necessary personnel, labor (prevailing wage), tools, supplies, materials, equipment, insurance, bond, incidentals and properly equipped vehicles to provide DSH with EV Charging Stations Repair & Maintenance services.

7. 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). 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 Fresno** are those rates established and published by the Director of the Department of Industrial Relations, http://www.dir.ca.gov/oprl/pwd/.

C. If maintenance agreement exceeds $15,000.00, 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. Pursuant to Labor Code Section 1776 completed certified payroll reporting forms for all workers involved in performing services shall be submitted to the DSH Contract Manager prior to the authorization of any payment for work under this contract.

F. 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.

8. APPRENTICES:

A. 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.

B. 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 ensure 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.

9. CONTRACTOR RESPONSIBILITIES:

A. Contractor shall be a California licensed C-10-Electrical Contractor, licensed by the State of California, Department of Consumer Affairs, Contracts State License Board and always maintain an active license during the term of this Agreement.

B. Pursuant to Public Contract Code section 10367, the Contractor is hereby made aware that their performance pursuant to this Agreement shall be evaluated by DSH in writing.

C. Contractor shall provide preventative maintenance pursuant to section 7.0, repairs pursuant to section 7.P, and inspections on the following nineteen (19) EV Charging Stations:

Equipment List

Station ID	Serial No.	DSH-C Identifiers	Location
1. EVSE1	275210700627	36-1	Warehouse
2. EVSE2	275210700631	36-2	Warehouse
3. EVSE1	275210700632	41-1	Motor Pool
4.EVSE2	275210700623	41-2	Motor Pool
5.EVSE3	275210700633	41-3	Motor Pool
6.EVSE4	275210700642	41-4	Motor Pool
7.EVSE1	275210700617	30-1	West Parking
8.EVSE2	275210700651	30-2	West Parking
9.EVSE3	275210700621	30-3	West Parking

10.EVSE4	275210700636	30-4	West Parking
11.EVSE5	275210700647	30-5	West Parking
12.EVSE6	275210700629	30-6	West Parking
13.EVSE7	275210700653	30-7	West Parking
14.EVSE8	275210700655	30-8	West Parking
15.EVSE9	275210700644	30-9	West Parking
16.EVSE10	275210700618	30-10	West Parking
17.EVSE11	275210700638	30-11	West Parking
18.EVSE12	275210700189	30-12	West Parking
19.EVSE13	275210700218	30-13	West Parking

D. Contractor shall ensure that all technicians performing work are knowledgeable, trained, and experienced in performing the preventative maintenance and repair services.

E. 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).

F. Contractor shall only utilize official work vehicles with clear signage. No personal vehicles will be allowed.

G. 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.

H. All work shall be coordinated and approved by the Contract Manager. 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.

I. If barricades are necessary, Contractor shall maintain proper barricades around work areas during work hours, and after typical work hours as needed.

J. The Contractor shall use only equipment that is suitably built and arranged to eliminate any possibilities of damaging any persons or property. All equipment used by Contractor shall comply with all applicable regulations and standards including those set forth by OSHA.

K. Contractor shall follow the DSH Infection Control Risk Assessment (ICRA). ICRA will be provided upon request, or at pre-construction meeting.

L. Contractor shall notify the Fire Chief or Chief of Plant Operations or designee within 72-hour prior notification about potential shutdowns of fire alarms, sprinkler systems, smoke detector systems, etc. Prior to modifications that necessitate shutdowns, implement the necessary ILSMs to provide equivalent system protection. The safety and security department will coordinate the scheduling of fire drills as appropriate.

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 accepted 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 – Coalinga
Plant Operations Department
P.O. Box 5000
Coalinga, CA 93210

N. Material and Equipment:

i. 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.

ii. 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 Contract Manager or designee. 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.

O. 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 prior to ordering and/or installing the part. 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. Contractor shall be reimbursed for the actual cost of the parts, and they may mark up costs up to 15%. Pre-approval by Contract Manager is required for reimbursement.

iii. The State assumes no responsibility and will not reimburse the Contractor for parts that were ordered or installed prior to authorization by the DSH-C Contract Coordinator. The part must also be included on the Service Report. Invoices will only be paid if accompanied by Service Report approved by either the DSH-C Contract Coordinator or designee.

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. Parts replaced by the contractor under this agreement shall be new, factory manufactured, or of equivalent quality. The Contractor agrees to maintain an adequate supply and/or be able to obtain within a reasonable amount of time any necessary replacement parts to perform repairs and maintenance in a timely manner. Consumables and other supply items are hereby excluded. Any parts that have been replaced remain the property of DSH-C.

vi. Contractor shall provide standard manufacturers' software upgrades as necessary.

vii. Contractor shall assign all manufacturers' warranties to DSH in connection with the equipment and parts purchased pursuant to the terms of this Agreement.

P. Documentation Requirements:

i. 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 makes, 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.

The State assumes no responsibility for any work commenced by the contractor and will not reimburse the Contractor for any work performed prior to approval and scheduling by the DSH Contract Manager.

ii. The Contractor shall report to the Plant Operations administration building (B39) and sign in and out for the day. The Contractor will report to the DSH-C Contract Manager upon arrival at the facility and provide the DSH-C Contract Manager with a Service Report for approval and signature upon completion of either the maintenance/inspection or repairs. The service report must report time in and out, equipment number, if any or equipment description, what was done, the service provider's name, what needs to be completed and if any parts need to be ordered. Invoices will only be paid if accompanied by a Service Report approved by the DSH-C Contract Manager.

Q. Preventative Maintenance Services

1. The Contractor must provide unlimited on-site preventive maintenance services, as specified herein, for equipment listed in Section 7 of this Exhibit A, **Equipment List**, and in accordance with the manufacturer's specifications. Services shall include inspection, cleaning, oiling/lubricating, adjustments, calibration, alignment, timing, and operational testing of each piece of equipment. Preventative Maintenance shall be done quarterly. Contractor shall notify contract manager if additional preventative maintenance needs to be completed. Contract manager shall approve additional preventative maintenance services.

2. Preventative maintenance shall be scheduled at least one (1) week in advance, through the Contract Manager. Preventative maintenance shall include but is not limited to the following:

   a. Review historical information from operator information and/or make necessary adjustments/repairs.
   b. Visually inspect the equipment in running mode making any necessary adjustments
   c. Inspect all working parts and replace if worn. If parts are needed, contractor must submit a quote for parts and must get prior approval before ordering parts.
   d. Inspect and clean display for clarity and connectivity.
   e. Inspect all connections.
   f. Clean interior compartments and exterior equipment
   g. Perform a safety inspection of the equipment.

R. Repair Services

1. Contractor shall provide unlimited on-site visits for repair services necessary to keep equipment fully operational or for repair services requested by the Contract Manager. Any parts requiring replacement shall be replaced in accordance with the Parts Replacement section of this Agreement.

2. The Contractor shall respond to requests for service within seventy-two (72) hours. If the repair requires that part(s) be ordered or will take more than one (1) week to complete, written notification shall be presented to the Contract Manager. It is expected that repairs will be completed within ten (10) business days. In the event repairs take longer than ten (10) business days, Contractor shall provide a justification to the Contract Manager for the delay. If the delay is not considered justified by the Contract Manager, in his reasonable discretion, the delay will be deemed a material breach of this agreement and DSH may terminate this agreement for cause. Repair services shall be performed during regularly scheduled maintenance visits whenever possible.

S. Contractor and Contractor's staff must be able to pass a background check with the State of California to be eligible for a contractor identification badge (ID). The ID badge will allow the Contractor to act as an independent service provider. Contractor and service staff, if applicable, shall submit to the background check within ten (10) business days

upon execution of the contract and provide DSH with proof of submission. Failure to do so will result in termination of the contract.

Background check shall be completed at the Contractor's expense. The Contractor and service staff shall submit to a LIVE SCAN background check at the Contractor's choice of Law Enforcement Agency. It is the responsibility of the Contractor to obtain DSH - Hospital's ORI number, which will direct the return results to DSH – Coalinga. Contractor shall obtain a Request for LIVE SCAN Service Form and provide their full legal name to the DSH – Coalinga Human Resources Department, which will include the hospital's ORI number, for the law enforcement agency conducting the LIVE SCAN process.

T. Contractor shall provide annual proof of tuberculosis screening to the Medical Services Department in accordance with the California Code of Regulations, Title 22. Testing shall be completed at the Contractor's expense.

U. Contractors' technicians shall adhere to The California Department of State Hospitals COVID-19 Transmission-Based Precaution and Testing.

V. 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."

W. 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.

X. 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.

Y. 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.

Z. 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 PDAS tags and chargers to the appropriate DSH Police Department. DSH Contract Manager shall ensure all PDAS tags and accessories are returned to the appropriate DSH Police Department prior to signing off final invoice for payment. If a PDAS tag and accessories are not returned to DSH, Contractor will be responsible for the current replacement cost of the PDAS tag and accessories (a value not less than $150). Contractor will be billed accordingly for any PDAS tags and accessories that are not returned. Failure to reimburse cost by Contractor will result in DSH withholding the cost of unreturned PDAS tags and/or chargers against any outstanding invoices. If all invoices have been paid, DSH will issue an invoice to Contractor for payment. DSH Contract Manager shall ensure all PDAS tags and accessories are returned to the appropriate DSH Police Department prior to signing off final invoice for payment.

AA. 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.

BB. 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.

CC. 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 shall obtain a current copy of each location's dress code prior to the performance of any work. 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.

DD. 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.

EE. 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).

FF. 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.

GG. 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.

HH. 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.

II. 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.

JJ. 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.

10. THE DSH RESPONSIBILITIES:

A. Contract Manager, or designee, shall be responsible for approval of all Contractor's employees prior to admittance and performance of work.

B. DSH shall provide the Contractor correct location and notify Contractor of the troubleshooting performed prior to arrival.

C. Contract Manager, or designee, shall be responsible for determining satisfactory completion of any services provided by the Contractor.

D. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

11. PRESENTATION:

A. Upon request, Contractor shall meet with 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.

12. PERFORMANCE MEASURES:

A. ***Complete and Timely Provision of Services***

1. 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.

2. Should Contractor not provide all services, including any and all required reports in a timely manner, it will be deemed a material breach of the agreement and DSH may choose to terminate this Agreement. Additionally, the DSH may find the contractor to be not responsible in the provision of services and evaluate this in future contracting opportunities.

13. AMENDMENTS:

A. The parties reserve the right to amend this Agreement as mutually agreed upon. 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. The parties reserve the right to amend this Agreement by extending the term to add funding sufficient for that period 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.

Revised 08.28.25

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT:

A. Contractor shall submit all invoices not more frequently than monthly in arrears.

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 Coronavirus Aid, Relief, and Economic Security (CAREs) Act or Federal Emergency Management Agency (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 – Coalinga
Attention: Accounting Office
P. O. Box 5001
Coalinga, CA 93210

OR

CSHAccountspayable@dsh.ca.gov

B. Contractor shall submit one original 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 on 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. Total Hours/Labor
   vi. Service Report
   vii. Invoice total
   viii. Contractor's name as it appears on the Std. 213.

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 are 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 meets 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. At the sole discretion of DSH and for the purposes of accounting, DSH may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the contract price for the services actually rendered.

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. DSH Fiscal Year (FY) is July 1 – June 30.

E. Contractor shall be reimbursed at the following rates as bid by Contractor.

Description	Rate
Hourly Rate for FY **26/27**	$
Hourly Rate for FY **27/28**	$
Hourly Rate for FY **28/29**	$
Hourly Rate for FY **29/30**	$

ALLOWANCE FOR REPAIR PART(S) REPLACEMENT Must have prior approval before ordering/replacing. .	=	**$45,000.00**
TOTAL BID AMOUNT	=	**$_____**

***Hourly Rate to commence upon Contractor arrival at Department of State Hospitals-Coalinga. Travel is not a reimbursable expense.**

Discount offered on invoices paid within 30 (thirty) days of receipt - _____%

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. STANDARD CONDITIONS OF SERVICE

A. Contractor shall procure and maintain all license(s), permit(s), registration(s), and certification(s) required by law for accomplishing any work required with this agreement. Contractor shall provide proof of any such documentation upon request by DSH. In the event any license(s), permit(s), registration(s), and certification(s) expire at any time during the term of this agreement, Contractor agrees to provide to the State a copy of the renewed document within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required documentation, the State may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.

B. 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.

C. Contractor and its agents, employees, and subcontractors shall keep informed of, observe, and 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 Contractor shall immediately notify the state in writing.

D. Contractor certifies they have appropriate systems and controls in place to ensure State funds will not be used in the performance of this Contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

E. If signing this agreement as a sole proprietor, Contractor certifies that it is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act (8 U.S.C. § 1601 et seq.).

F. Pursuant to 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 contract with the state for non-IT goods or services. Any contract entered into in violation of section 10295.4 is void and unenforceable.

G. If contract activities include collection of organic waste, Contractor must be aware and adhere to Public Resources Code § 42649.1 et. seq. concerning organic waste recycling requirements. Organic waste includes: food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste.

H. Contractor's, and any subcontractor's, own data center or cloud computing, where data may be stored, must be physically located in the continental United States. Remote access to data from outside the continental United States is prohibited.

2. 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 DSH Contract Manager and/or designee, and shall at such time and of such duration as may be directed by the DSH Contract Manager and/or designee.

3. 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 DSH Contract Manager and/or designee.

C. Contractor shall provide the DSH Contract Manager and/or designee a list of names of all contractors, sub-contractors and laborers performing services prior to the official start date.

D. Contractor shall use all ladders, scaffolding, and rigging for 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 DSH Contract Manager and/or designee to facilitate inspection and be moved by the Contractor to locations requested by the DSH Contract Manager and/or designee.

E. 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.

F. 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, workstations, and when Contractor’s employees are on the roof, scaffold, etc.

4. UTILITY SHUTDOWN:

A. Any and all utility shutdowns will be coordinated with and at the convenience of DSH through the DSH Contract Manager 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 DSH Contract Manager and/or designee, who shall grant approval only for outages of less than four (4) hours. If the DSH Contract Manager 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 DSH Contract Manager and/or designee informed on any problems or concerns while performing services. Prior to disconnecting of utilities, Contractor must confer with the DSH Contract Manager or designee. When the area of work is complete, the Contractor will replace any equipment removed to their original locations and reconnect any utility disconnected.

5. 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 and entrances for use of occupants and reasonable access thereto free of scrap materials, debris, tools, etc., to avoid danger to individuals served, staff, or clients of the facility while maintaining applicable fire regulations.

C. Contractor shall remove all debris 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.

D. Material shall be transported at contractor's expense, to a proper disposal site off the Facility grounds, in complete accordance with all existing laws, codes, regulations, ordinances and rules.

E. When work is being performed in the secure treatment area (STA). Debris shall be removed from the (STA) when contractor exits the compound at the end of each day. At no time will any 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.

F. 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 DSH Contract Manager and/or designee. If container is to remain at the staging area, it must be lockable.

G. 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.

H. 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.

6. DAMAGE RESPONSIBILITY:

A. Contractor shall be liable for all damages done to State property in the performance of services and shall repair or replace such damage at their 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.

C. Contractor will be responsible for any damages that occur during their removal and replacement of the equipment/material. Contract 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.

7. 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 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 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 their responsibility to independently monitor its compliance with this Agreement.

D. 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.

8. SITE 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:

      1. 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 services to be performed.

      2. 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 DSH Contract Manager and their 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 DSH Contract Manager and/or designee.

   ii. The DSH Contract Manager and/or designee shall inspect daily and approve all phases of work. Work shall not advance unless approval is given by the DSH Contract Manager and/or designee.

   iii. During and after any installation, the system shall be inspected by the DSH Contract Manager and/or designee.

C. Contractor shall repair and address any portion of the system that is identified as incomplete or unacceptable by the DSH Contract Manager 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 DSH Contract Manager 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 DSH Contract Manager and/or designee.

9. 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 DSH Contract Manager 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 DSH Contract Manager or their designee, of equal substance, appearance and function.

ii. It shall not be purchased or installed by the Contractor without the DSH Contract Manager or their 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.

C. All required information listed below shall be submitted by the successful contractor, (three [3] complete sets in binders), to the DSH Contract Manager and/or designee prior to the start of services. No material/product shall be applied or installed without written approval from the DSH Contract Manager and/or designee. Required submittals are:

i. Identification and listing of all products and sources.

1. Manufacturer’s name, model, type, number and size of equipment, capacity of equipment, etc.

2. 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.

3. All equipment information shall be submitted at one time in a booklet form.

ii. A statement of intended use for each proposed material/product.

1. Any material or equipment installed without the approval of the DSH Contract Manager 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.

10. 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 DSH Contract Manager 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.

11. 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. 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.

   ii. 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.

   iii. 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 to perform services without approval from the DSH Contract Manager 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 the DSH Contract Manager 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 materials or start work before receiving written NOTICE TO PROCEED from the DSH Contract Manager 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 Contract Manager and/or designee.

ii. All material/products/equipment/etc. shall be stored in an enclosed structure to protect them from 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 safekeeping 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.

12. 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. Contractor shall provide and require the use of personal protective/lifesaving equipment for persons working in or about the site.

ii. Contractor shall comply with quality control, references, specifications, and manufacturer's data. Products containing lead/asbestos are prohibited.

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 ensure 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 Contractors 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 DSH Contract Manager 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.

13. HAZARDOUS CONDITIONS/PRODUCTS:

A. Safety Data Sheets (SDS)

1. 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.

2. Contractor shall advise the DSH Contract Manager 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 DSH Contract Manager AND/OR DESIGNEE.

3. Contractor shall comply with quality control, references, specifications, and manufacturer's data. Products containing lead/asbestos are **prohibited**. Use only lead/asbestos-free products.

4. Use products with personal protection. User must read container label and **safety data sheets** prior to use.

5. 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.

6. Contractor shall provide DSH with an SDS of each chemical used for the sole purpose of this contract.

7. 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.

8. Contractor shall post (at the direction of the DSH Contract Manager and/or designee) within 30 ft. of where services are to be performed, all safety data sheets for public viewing and information.

14. CONTRACTOR'S RESPONSIBILITY FOR WORK:

A. Until the formal acceptance of the work by the DSH Contract Manager or their designee, 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.

15. 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 services 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.

16. 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 their sub-contractors. 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 their subcontractor.

17. GUARANTEE/WARRANTY:

A. Contractor hereby unconditionally guarantees 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.

   i. The guarantee shall be in written form and acceptable to the DSH Contract Manager and/or designee to whom it shall be delivered before the final acceptance and payment is made.

   ii. The guarantee and warranty shall start only after the final acceptance of work by the Contract Manager or designee.

B. 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.

   i. All guarantee work performed or necessary to this Agreement will be done at the Contractor's expense and within 48 hours of notification by the DSH Contract Manager, and/or designee. If the Contractor fails to provide guarantee work and materials, the DSH Contract Manager may opt to have the work performed by another contractor at the original contractor's expense.

18. LICENSES AND PERMITS:

A. Licenses and permits required shall be provided by the Contractor and they 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.

19. CODES, STANDARDS, AND REFEERENCE 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. 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 where the services are to be performed.

C. The DSH Contract Manager 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.

20. USE OF STATE FUNDS:

A. Contractor, including its officers and members, shall not use funds received from 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.

21. PUBLICATIONS AND REPORTS:

A. DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. 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 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 § 7550).

22. DEPARTMENT OF STATE HOSPITALS STAFF:

A. DSH 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, DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

B. Contractor shall abide by DSH 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 or Contractor's employment setting because of a personal relationship. 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.

23. 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 DSH Contract Manager. Contractor shall consult with DSH regarding any Public Records Request Act that involves DSH as a public entity, or if it involves DSH data, information or documents before production.

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 DSH's actions on the same, except to DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law. Contractor shall consult with DSH regarding any request from the media that involves DSH data, information or documents before responding to the requester.

D. If requested by DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the Contract terms in a form to be approved by DSH and shall supply 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 DSH, Contractor may at its own expense and upon written approval by DSH or designee 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.

24. 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 Contractor in the performance of this Agreement at the expense of 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 DSH. Such data shall be property of the State of California and DSH.

D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify DSH of any such contemplated action; and DSH may within 30 days of said notification determine whether or not this data shall be further preserved. DSH shall pay the expense of further preserving this data. 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 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 DSH's operation, which are designated confidential by the State or 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 DSH determines that the above data and information are inadequately protected by Contractor or its subcontractors, DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

25. APPROVAL OF PRODUCT:

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

26. NOTICE:

A. Notice to either party shall be sent via email to DSH-Sacramento at saccontracts@dsh.ca.gov. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

27. 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 DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

28. GRATUITIES AND CONTINGENCY FEES:

A. Contractor shall not provide gratuities to any officer or employee of 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. DSH, by written notice to Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of the State or 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, 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 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 Contractor in providing any such gratuities to any such officer or employee.

C. The rights and remedies of 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. 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, DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work 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.

29. 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.

30. 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.

31. 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 Contractor's proposed budget. 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 DSH.

32. FORCE MAJEURE:

A. Neither DSH nor 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.

33. LITIGATION:

A. DSH, promptly after receiving notice thereof, shall notify Contractor in writing of the commencement of any claim, suit, or action against DSH or its officers or employees for which Contractor must provide indemnification under this Agreement. The failure of DSH to give such notice, information, authorization, or assistance shall not relieve Contractor of its indemnification obligations. Contractor shall immediately notify 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 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.

34. EXCISE TAX:

A. The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales or use tax imposed by another state.

35. RIGHT TO TERMINATE:

A. DSH reserves the right to cancel all or a portion of the service for any reason, subject to thirty (30) days' written notice to the contractor. If terminated, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of termination 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 incurred prior to the date of termination. 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 termination.

B. This agreement can be immediately terminated for cause. The term “for cause” means that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State’s notification to the Contractor.

36. LIABILITY FOR LOSS AND DAMAGES:

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 their 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, their employees or agents, in the construction of the work or by or in consequence of their 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, their 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.

37. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

A. 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. 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 documented results of the TST provided ≤ 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.

D. DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

38. RESOLUTION OF DISPUTES:

A. In the event of a dispute, Contractor will attempt resolution with the DSH Contract Manager or designee with a written explanation of the situation. If no resolution is found, Contractor shall file a “Notice of Dispute” with the Department of State Hospitals within ten (10) days of the failed resolution at the following address:

Attn: PCO -Procurement Contract Officer
Department of State Hospitals, PCSS
24511 W. Jayne Ave.
Coalinga, CA 93210
Or via email at: CSHProcurement@dsh.ca.gov

B. The Purchasing Authority Contact (PAC) or the Procurement Contract Officer (PCO) or designee shall meet with the Contractor for purposes of resolving the dispute. The decision of the PAC or PCO or the designee shall be final. In the event of a dispute, the language contained within this agreement and its attendant Exhibits shall prevail over any other language.

C. Neither the pendency of a dispute nor its consideration by the PAC or PCO will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

39. SUBCONTRACTS:

A. Except for subcontracts identified on DGS PD 05-105 Bidder Declaration, Contractor shall submit any subcontracts in connection with this Agreement to DSH for its prior written approval. No work shall be subcontracted without the prior written approval of DSH. Upon the termination of any subcontract, 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 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 Contractor of its responsibilities and obligations hereunder. Contractor is fully responsible to 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.

40. PREFERENCE PROGRAM - SB/DVBE:

A. Contractor understands and agrees that should award of this contract be based in part on their commitment to use a Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code section 999.5, subdivision (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved in writing by the Department of General Services (DGS) Office of Small Business and DVBE Services (OSDS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

B. Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in Military and Veterans Code section 999.9, or Public Contract Code sections 10115.10 or 4110 (applies to public works only).

C. If for this agreement Contractor made a commitment to achieve DVBE participation, upon completion of the awarded contract, the Contractor must certify to the awarding department all of the following:

   i. The total amount the contractor received under the contract.
   ii. The name and address of the DVBE that participated in the performance of the contract and the contract number
   iii. The amount and percentage of work the Contractor committed to provide to one or more DVBE under the requirements of the contract and the amount each DVBE received from the Contractor.
   iv. That all payments under the contract have been made to the DVBE(s). Upon request by the awarding department, the Contractor shall provide proof of payment for the work.

D. STD 817 shall be used for Contractor's certification and provided to the State's Contract Administrator. STD 817 is located at the following internet site: https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std817.pdf

E. A person or entity that knowingly provides false information will be subject to a civil penalty for each violation. (Mil. & Vet. Code, § 999.5, subd. (d).)

F. Withhold: Ten thousand dollars ($10,000) will be withheld from the final payment, or the full final payment if less than ten thousand dollars ($10,000), until the Contractor complies with the certification requirements of subdivision (d) of Mil. & Vet. Code section 999.5. Contractor shall be given 30 days' notice to cure the defect. If, after 30 calendar days from the date of notice, the prime contractor refuses to comply with the certification requirements, DGS shall permanently deduct ten thousand dollars ($10,000) from the final payment, or the full payment if less than ten thousand dollars ($10,000).

41. RUSSIAN SANCTION ORDERS:

A. On March 4, 2022, Governor Gavin Newsom issued Executive Order (EO) N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

42. NEWS RELEASES:

A. News releases pertaining to award of, or work performed as a result of, a contract may not be made without prior written approval of:

DSH Office of Communications
Phone: (916) 654-2410
After Hours: (916) 206-9274
Email: Officeofcommunications@dsh.ca.gov

43. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE:

A. The DSH affords equal opportunity to individuals in its employment, services, programs, and activities in accordance with federal and state laws. This includes effective communication and access to electronic and information communication technology resources for individuals with disabilities. Contractor shall deliver all applicable services and products in reasonable compliance with applicable DSH standards (for example, Web

Content Accessibility Guidelines, Version 2.0 or a subsequent version, at Level AA or higher, and the requirements of sections 11135 and 7405 of the Government Code and Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as applicable); upon request, provide the DSH with its accessibility testing results and written documentation verifying accessibility; promptly respond to and resolve accessibility complaints; and (indemnify and hold the DSH harmless in the event of claims arising from inaccessibility.)

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, subdivision (f).

B. Confidential Information: "Confidential information" means information that:

1. does not meet the definition of "public records" set forth in California Government Code section 7920.530, or is exempt from disclosure under any of the provisions of section 7920.000 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); or

4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or

5. meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2), or California Civil Code section 56.05, subdivision (j); or

6. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3); 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 Contract Manager, except if disclosure is required by state or federal law. Contractor shall inform DSH of any disclosure required by law that is not contemplated by this Agreement, prior to making the disclosure.

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 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, and 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 electronic 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 and to communicate with DSH on matters concerning this Agreement.

IX. Training: The Contractor shall provide training on its obligations under this Agreement, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with DSH 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 employees' certifications within five (5) business days of a request by DSH.

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 Agreement.

XI. Contractor California Consumer Privacy Protection Act (CCPA) Responsibilities: Contractor, its employees, agents, and subcontractors, shall comply with all Contractor's applicable legal obligations pursuant to the 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 email upon the discovery of a breach (as defined in this Exhibit), and within twenty-four (24) hours by email 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 Chief Privacy Officer and the DSH Chief Information Security

Officer, using the contact information listed in Section XII.F., below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves DSH PCI, notification to DSH shall be provided by calling the DSH Chief Information Security Officer at the telephone number listed in Section XII.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.

B. 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.

C. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate security incidents/suspected breaches which potentially expose DSH data or impact DSH systems. Within 8 hours of discovery of the incident, and subject to the legitimate needs of law enforcement, Contractor shall inform the DSH Contract Manager, the DSH Chief Privacy Officer, and the DSH Chief Information Security Officer of:

1. what data elements were potentially involved, and the extent of the data disclosure or access involved in the breach, including, the approximate number of individuals whose personal information was suspected to be 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 impacted systems, including hardware or software elements which process, store, or transmit DSH data or provide services on behalf of DSH; and

5. a description of the probable and proximate causes of the breach or security incident; and

6. whether Civil Code sections 1798.29 and 1798.82 or any other federal or state laws requiring individual notifications of breaches have been triggered.

D. Written Report: The Contractor shall provide a written report of the investigation to the DSH Contract Manager, the DSH Chief Privacy Officer, and the DSH Chief Information Security Officer as soon as practicable, but no later than ten (10) working days, after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, a complete list of impacted individuals, 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.

E. 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 Chief Privacy Officer, DSH Chief Information Officer, and DSH Contract Manager 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.

F. 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, 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 Civil Code section 1798.29, subdivision (e), or 1798.82, subdivision (f). Contractor shall inform the DSH Chief 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.

G. 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 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 Chief Privacy Officer	DSH Chief Information Security Officer
See Exhibit A - Scope of Work for Contract Manager contact information	Chief Privacy Officer Legal Division California Dept. State Hospitals 1215 O Street Sacramento, CA 95814 Email: Privacy.Officer@dsh.ca.gov Telephone: (916) 654-2319	Chief Information Security Officer Information Security Office 1215 O Street 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, 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 Contract Manager all requests for disclosure of any DSH PCI requested by third parties to the agreement between Contractor and DSH.

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 Agreement and shall certify the same to the DSH 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 Chief Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XII.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

Contract Manager, the DSH Chief Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XII.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 Federal and 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 within their organization. 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 140-3 certified algorithm, such as Advanced Encryption Standard (AES), with a 128-bit 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/portable electronic 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, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-3 certified algorithm, such as Advanced Encryption Standard (AES), with a 128-bit 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 next generation anti-virus (NGAV) software solution with automatic updates scheduled at least daily. NGAV software must be able to provide real-time detection and prevention of malware and non-malware attacks, including file based as well as memory-based and file-less attacks. NGAV software must be designed to detect and prevent abnormal behaviors including "zero day" (never before seen malware) attacks, and use indicators of compromise to identify abnormalities. Vendor-managed devices operating within DSH networks will utilize DSH-provided endpoint

protection software to permit monitoring and isolation of devices which exhibit abnormal behavior.

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. All patches rated critical or high have a common vulnerability scoring system (CVSS) score of 7.0 or greater, or correct exploitable vulnerabilities, must be installed within a maximum of 30 days from vendor release.

I. ***User IDs/User Accounts and Password Controls.*** All users must be issued a unique user account for accessing DSH PCI. User accounts must be promptly disabled or deleted upon the transfer or termination of an employee. Passwords are not to be shared. Passwords must be at least eight characters in length. Password policy requiring a length of fifteen characters or more does not require periodic password changes. Passwords of between eight and fourteen characters must require the password be changed at most every 90 days. Passwords must not be comprised of a single dictionary word. Passwords must not be stored in readable format on any computer or system. Passwords must be changed if compromised or revealed to any party other than the assigned user. Passwords 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 140-3 certified algorithm, such as Advanced Encryption Standard (AES), with a 128-bit key or higher. 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.

G. Multi-factor Authentication. All systems involved in accessing, holding, transporting, and protecting DSH PCI that are accessible via the Internet, directly or through remote access solutions, must require multi-factor authentication (MFA).

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 01.16.25

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
Attention: Procurement
24511 W. Jayne Ave
Coalinga, CA 93210
CSHProcurement@dsh.ca.gov

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 which are self-insured for a specific type of insurance do not need to add the State as an additional insured.