



California Department of State Hospitals

REQUEST FOR QUALIFICATIONS Notice to Prospective Qualified Firms

**RFQ Number: 25-71015-000
“Construction Management Services”**

December 10, 2025

You are invited to review and respond to this Department of State Hospitals (DSH) Request for Qualifications (RFQ). DSH is seeking a qualified architectural and engineering firm to perform various professional architectural and design services across all six (6) locations within the Department of State Hospitals system.

In submitting qualifications, firms 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 submission. By submitting a response, firms 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: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/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 response package 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 firm’s response package any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

This RFQ 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>

Contents

I. PURPOSE AND DESCRIPTION OF SERVICES.....	4
A. PURPOSE:	4
B. DESCRIPTION OF SERVICES:.....	4
C. AGREEMENT TERM AND SECURITY PROVISIONS:	5
D. TASK ORDER PROCESS:.....	5
E. RETENTION OF RIGHTS:	6
II. MINIMUM QUALIFICATIONS (MQ).....	6
A. PROOF OF LEGAL RIGHT TO DO BUSINESS:	6
B. ARCHITECT-ENGINEER QUALIFICATIONS, FEDERAL STANDARD FORM 330.....	6
C. STATEMENT OF QUALIFICATIONS NARRATIVE. <i>INCLUDE AS ATTACHMENT 7 – STATEMENT OF QUALIFICATIONS NARRATIVE</i>	7
D. SMALL BUSINESS (SB) OR DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION:.....	7
III. QUALIFICATIONS REQUIREMENTS AND SUBMISSION INFORMATION	8
A. KEY ACTION DATES:.....	8
B. QUESTIONS:	8
C. SUBMISSION OF STATEMENT OF QUALIFICATIONS (SOQ) PACKAGE:	8
IV. EVALUATION AND SELECTION.....	10
A. REVIEW OF SUBMISSION REQUIREMENTS:	10
B. RESPONSIVENESS AND RESPONSIBILITY DETERMINATION:.....	10
C. SELECTION PROCESS:	11
D. FALSE STATEMENTS DISCLAIMER:	11
E. BREAKING TIE SCORES:	11
F. DISPOSITION OF SOQS:.....	11
G. PERFORMANCE OF SERVICE:	12
H. TAX DELINQUENCY DISCLAIMER:.....	12
V. LABOR COMPLIANCE MONITORING & ENFORCEMENT PROGRAM - CONTRACTOR REGISTRATION.....	12
VI. PREFERENCE AND INCENTIVE PROGRAMS	13
VII. REQUIRED ATTACHMENTS	13
ATTACHMENT 1 – REQUIRED ATTACHMENT CHECKLIST	14
ATTACHMENT 2 – SELECTION CRITERIA	16
ATTACHMENT 3 – FIRM CERTIFICATION SHEET	29
ATTACHMENT 4 – REFERENCES	30
ATTACHMENT 5 – BUSINESS LICENSE(S).....	31
(PLEASE INCLUDE DBA DOCUMENTATION IF APPLICABLE).....	31
ATTACHMENT 6 – ARCHITECT-ENGINEER QUALIFICATIONS, FEDERAL STD. FORM 330 STANDARD FORM 330 - ARCHITECT-ENGINEER QUALIFICATIONS.....	31
(AND REQUIRED ATTACHMENTS).....	31
ATTACHMENT 7 – STATEMENT OF QUALIFICATIONS (SOQ) NARRATIVE.....	31

ATTACHMENT 8 – SB/DVBE CERTIFICATION FROM OSDS, IF APPLICABLE	31
ATTACHMENT 9 – DARFUR CONTRACTING ACT CERTIFICATION	32
ATTACHMENT 10 – NON-COLLUSION DECLARATION FOR PUBLIC WORKS	33
ATTACHMENT 11 – BIDDER DECLARATION FORM (GSPD-05-105)	34
ATTACHMENT 12 – PAYEE DATA RECORD (STD. 204)	34
ATTACHMENT 13 – DVBE DECLARATION FORM (STD. 843)	34
ATTACHMENT 14 – CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)	34
ATTACHMENT 15 – CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION	34
ATTACHMENT 16 – IRAN CONTRACTING ACT CERTIFICATION	34
ATTACHMENT 17 – SAMPLE AGREEMENT	34

I. PURPOSE AND DESCRIPTION OF SERVICES

A. Purpose:

1. The Department of State Hospitals, (herein referred to as “the DSH”), is soliciting Statement of Qualifications (SOQs) from firms that are able to provide Construction Management Services, for all DSH locations as outlined in *Exhibit A, Attachment 1 – Department of State Hospitals Region Map*. SOQs must address all of the services described in the Request for Qualifications (RFQ) section entitled, “Scope of Work”.
2. The California Department of State Hospitals (DSH) oversees the largest inpatient forensic mental health hospital system in the nation, managing five state hospitals (Atascadero, Coalinga, Metropolitan, Napa, and Patton) and caring for over 7,000 patients. These hospitals cover more than 6.6 million square feet on over 1,700 acres of land, catering to various patient commitment types with specific housing, therapeutic, medical, and security needs. To address the challenges posed by aging infrastructure and align with its long-term Facility Planning goals, DSH has developed a 50-year Infrastructure Master Plan (IMP) in collaboration with its A&E firm. The Facility Planning Construction Management (FPCM) team is currently managing over 150 projects in design, active construction, and closeout.

FPCM provides in-house project management resources and services for our facilities. Although FPCM has the capability to provide services, they are not always able to provide staff, as needed, to perform the work in a timely manner. This agreement is necessary to allow FPCM to obtain Construction Management services on an “as needed” basis to meet our delegated project needs.

3. The DSH intends to award a single retainer agreement with the most qualified Architectural and Engineering (A&E) firm for the provision of the potential services for **all three (3) DSH regions** as outlined in *Exhibit A, Attachment 1 – Department of State Hospitals Region Map*. The most qualified firm will be the highest scored, responsive and responsible firm to submit a State of Qualifications.
4. This Retainer, or open-ended Agreements shall be used to provide ongoing services to complete small projects or a specialized portion of larger projects on an as needed basis and therefore, no amount of work is guaranteed under this Retainer Agreement.
5. This solicitation is open to all eligible firms and/or individuals that meet the qualification requirements

B. Description of Services:

1. The following list of applicable disciplines is included, but is not limited to:
 - Construction Management Services
2. Construction Management services will manage full project lifecycle at DSH’s acute psychiatric facilities. They shall conduct site assessments and develop comprehensive project plans, including supporting and/or leading the architectural design process,

workforce management, budgeting, and resource scheduling. The construction manager (CM) will collaborate with architects, engineers, and hospital site stakeholders to define project scope and help establish and align to a project budget. The CM will recommend and implement cost-effective construction strategies and materials to ensure budget adherence without sacrificing quality. Additionally, the CM will prepare and track budgets, allocate resources, and report cost variances using Procore and MS Project software. Finally, the CM will conduct regular site inspections to enforce OSHA safety standards and building codes, maintaining a safe and compliant work environment. Construction Managers will serve as the primary liaison between owners, architects, engineers, subcontractors, and site personnel, providing weekly progress reports.

Potential projects will range typically from \$456,000 up to \$3,000,000.

3. Construction management services may be required to support enterprise-level initiatives that span multiple DSH facilities. These may include standardized infrastructure upgrades, statewide compliance programs, or coordinated capital improvement efforts.

When assigned, the Contractor shall provide a qualified Project Manager to:

- Coordinate planning and execution across multiple sites
- Ensure consistency in reporting, documentation, and standards
- Facilitate communication between DSH Central Office and facility stakeholders
- Track project against enterprise-level schedules, risks, and deliverables

4. Please carefully review and consider the Minimum Qualifications of this RFQ and the Requested Services in *Attachment 17, Sample Agreement, Exhibit A, DSH Retainer Articles, Basic Services* prior to submission of your Statement of Qualifications.

C. Agreement Term and Security Provisions:

1. The term of any retainer agreement resulting from this RFQ is anticipated to be March 1, 2026, through February 28, 2031. Any retainer agreement resulting from this RFQ shall have no force or effect until it is approved and signed by both parties. Performance shall start no later than on the expressed date set by the DSH 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 Contractor fail to commence work at the agreed time, DSH reserves the right to terminate the agreement for cause upon five (5) calendar days written notice to Contractor.
4. A successful Contractor shall agree to all security provisions where the performance of work takes place on any State Hospital grounds.

D. Task Order Process:

1. Following successful negotiations and an executed agreement, Task Orders will be utilized to authorize work under this Agreement so long as (i) the Task Order does not exceed the general scope of work set forth in this Agreement, and (ii) the Task Order is not intended to amend any terms of this Agreement. A formal Amendment
2. Task Orders must be signed by the parties and approved as required when amending any terms, the project scope or budget of this Agreement.
3. Task Orders will be prepared on an as needed basis. The Task Order will identify the scope of service(s), location(s), project deliverable(s), budget, and project schedule. Work authorized pursuant to a Task Order shall be completed in accordance with the schedule identified in the Task Order.
4. The State does not guarantee any Task Orders will be made under the agreements during the contract period to the selected firms(s).

E. Retention of Rights:

1. All documents, including electronic documents, plans, specifications, "road maps," and other items developed under any resulting agreement become the property of, and shall be owned by DSH.

II. **MINIMUM QUALIFICATIONS (MQ)**

A. Proof of Legal Right to Do Business:

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

1. The Firm must be either an individual or firm currently licensed to do business in California. Firms must submit a copy of their license to do business in the State of California, including any proof of "Doing Business As (DBA)" documentation, as applicable. *Include as Attachment 5, Business License(s), if applicable*
2. If the Firm's base of operation is located outside of the state of California, Proof of business license, incorporation papers, and good standing will be required for their respective state. *Include as Attachment 5, Business License(s), if applicable.*
3. Firms which are corporations, regardless of where they are incorporated, shall currently be 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. Architect-Engineer Qualifications, Federal Standard Form 330.

1. Firm must submit a current, complete Standard Form 330 (SF 330-16j), including all attachments. *Include as Attachment 6 – Architect-Engineer Qualifications, Standard Form 330*

a) Complete Parts I & II for the firm's key personnel.

- i. Resumes for all key personnel that will be assigned to provide service under the resulting agreement.
- ii. An organizational chart that clearly identifies the key personnel proposed, their reporting structure, and relationships to the firm, and/or any subcontractors, as well as the relationship and demarcation of responsibilities between the firm and any proposed subcontractors.
- iii. Organizational Chart and resumes will be scored as part of Criteria 3.1. Please see Attachment 2, Selection Criteria, Criteria 3 for resume requirements.

b) Complete Part II for any proposed subcontractors.

C. Statement of Qualifications Narrative. *Include as Attachment 7 – Statement of Qualifications Narrative*

1. Firm must submit a detailed narrative that addresses the firm's qualifications and experience as it relates to the criteria identified in *Attachment 2 – Selection Criteria*
2. On the first page of the Statement of Qualifications Narrative, the Firm must indicate which DSH Region(s) they are submitting Qualifications for. See *Exhibit A, Attachment 1, Department of State Hospitals Region Map*.
3. Firm must also demonstrate at least five (5) years' experience of the following:
 - a) Performing the duties of a Project Manager as demonstrated by performing project planning, budgeting, cost estimating, scheduling, and quality control from project inception to completion, demonstrating a strong understanding of building codes, safety regulations, and the ability to coordinate with owners, architects, and subcontractors.
 - b) Managing large tenant improvements (TI), hospital renovation, hospital remodels of at least \$1,000,000.00 in construction value.
 - c) Firm must certify that they have knowledge of the National Fire Protections Association's NFPA 101: Life Safety Code®; Patient Safety Standards, Materials and Systems Guidelines published by the New York State Office of Mental Health; and The Joint Commission's Environment of Care® requirements.
 - d) Firm must certify that they are familiar with state agencies, their operations, fiscal implications, and legislative limitations.
4. Principal or Supervising Manager at the firm should have one of these academic degrees, Construction Manager, Engineer or Architect.

D. Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) Participation:

1. If applicable, firm shall submit proof of current certification from the DGS Office of Small Business and Disabled Veteran Services (OSDS). [SB/DVBE Certification](#)

III. QUALIFICATIONS REQUIREMENTS AND SUBMISSION INFORMATION

A. Key Action Dates:

All Firms are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

Event	Date	Time
RFQ available to prospective Firms	12/10/2025	
Deadline for Submission of Questions	12/19/2025	12:00 PM PST
DSH Response to Questions	12/23/2025	
Final Date for Response Package Submission	01/07/2026	4:00 PM PST
Evaluations of Statement of Qualifications	01/08/2026 – 01/16/2026	

DSH will reach out to all qualified firms and provide interview and selection dates, once evaluations are complete.

B. Questions:

1. Firms shall submit questions to DSH prior to the deadline for submission of questions via e-mail only at DSHContractBidSubmittal@dsh.ca.gov if they need clarification about the services being sought or have questions about the RFQ instructions or requirements. The level of detail that shall be provided in response is subject to the availability of DSH resources.
2. 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 interested firm to check Cal eProcure for questions and/or changes within the RFQ as all questions, answers, and addendums will be posted there. DSH will not be held responsible for inaccurate submissions due to submitter's oversight in reviewing any and all information via Cal eProcure.**
3. Verbal comments regarding this RFQ are unofficial and are not binding on DSH unless later confirmed in writing as an official addendum.
4. Parties that fail to report a known or suspected problem with the RFQ or fail to seek clarification and/or correction of the RFQ, submit a response package at their own risk.

C. Submission of Statement of Qualifications (SOQ) Package:

1. Electronic Submission:

- i. Electronic submittals shall be uploaded to the DSH Share Point site:
 - a. At least 24 - 48 hours prior to submittal, to request access, please send an email inquiry to DSHContractBidSubmittal@dsh.ca.gov so that the assigned administrator can provide access to upload documents.
 - b. Please include the email address of the individual who will be submitting the documents. ***This email address will be the only address that will be able to access the DSH Share Point.***
 - c. Once the administrator receives the inquiry, the administrator will grant access, and a link will be provided for document submittal.
 - d. All electronic submittals shall be in one continuous PDF with all documents in sequential order according to the Submission Checklist.
- ii. **Late proposals will not be considered.**

2. General Contents:

- i. All response packages shall include all of the documents identified in *Section VII, Attachment 1, Required Attachments Checklist*.
- ii. All response packages shall include any required documents as shown in *Attachments 5-16 – Minimum Qualification Attachments and Other Required Attachments*.
- iii. Response packages shall provide straightforward and concise descriptions of the firm's ability to satisfy the requirements of this RFQ. The response package must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a firm.
- iv. Before submitting a response package to this RFQ, firms should review, correct all errors, and confirm compliance with the RFQ requirements.

3. General Considerations:

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

4. Withdrawing and Resubmitting:

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

Department of State Hospitals – Contract Office
ATTN: Paul Carrillo
1215 O Street, MS-1, Sacramento, CA 95814

5. Modification and Rejections:

- i. DSH may modify the RFQ, prior to the solicitation due date and time, by the issuance of an addendum to all parties who received a solicitation package.
- ii. DSH reserves the right to reject all response packages. DSH is not required to award an agreement.

IV. **EVALUATION AND SELECTION**

A. Review of Submission Requirements:

1. At the time of the response package opening, each response package will be opened and reviewed for all required documentation.

B. Responsiveness and Responsibility Determination:

1. DSH will evaluate each submission to determine its responsiveness and each firm's responsibility to the published requirements of this RFQ.
2. A responsive firm is one who submits a response package that meets all of the submission requirements and minimum qualification requirements stated in the RFQ. A responsible firm is one that is trustworthy and possesses the necessary quality, fitness and capacity to satisfactorily perform the proposed work. Firms who are determined to not be responsible or who submit non-responsive response packages shall have their submissions rejected.
3. Responsive RFQ packages shall be considered evidence of the proposer's responsibility. DSH reserves the right to reevaluate a firm's responsibility prior to award and is in no way limited to submitted response packages in making a

determination as to a firm's responsibility. In determining whether a firm is responsible, DSH may require firms to submit further evidence of their qualifications at such times, and under such conditions, as it may require.

C. Selection Process:

1. Qualification packages that do not adhere to the personnel limitations set forth by PCC §10410 – 10411 shall be rejected.
2. Each submission will be evaluated and scored against the submission requirements in the RFQ, *Attachment 2 – Selection Criteria* and compliance with the minimum qualification requirements and provided references. The firms with the highest scored evaluations for selection criteria will be advanced to interview evaluations.
3. DSH shall then schedule interviews with a minimum of three (3) responsive and responsible firms, whose submissions received the highest scores. These interviews will be scored, and the firms will be ranked by score. The firm receiving the highest score shall receive Rank 1, and so on.
4. Upon completion of all interviews, the most qualified firm will be asked to submit a fee proposal specifying the hourly rates for specific classifications of employees, subcontractors, and/or services to be provided at all six (6) DSH locations.
5. DSH will enter into cost negotiations for hourly rates with the firm determined to be the most qualified. If the parties are unable to negotiate fair and reasonable compensation, DSH will terminate negotiations with that firm, and begin cost negotiations with the next most qualified firm, and so on.
6. After successful negotiations, the contract will be awarded and executed. The State does not guarantee any number of services being requested.
7. DSH reserves the right, in its sole discretion, to terminate cost negotiations at any point and conduct a solicitation for any Project.

D. False Statements Disclaimer:

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

E. Breaking Tie Scores:

1. Should two or more firms submit response packages that, after the calculation of Evaluation criteria and interviews, result in a tie, DSH shall resolve the tie with a coin toss witnessed by two DSH admin staff shall determine the proposed awardee.

F. Disposition of SOQs:

1. All documents submitted in response to this RFQ 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 7920.000, et seq.) and subject to review by the public. Should a firm desire to keep any or all components of their response to this RFQ confidential, the firm would need to obtain a protective order from a court of competent jurisdiction.

G. Performance of Service:

1. Upon award of contract, the winning Firm must provide a Certificate of Insurance (COI) within 10 working days from award of contract. This COI will identify the required insurance and policy endorsements for each type of policy as indicated in Standard Sample Agreement, Exhibit G, Insurance Requirement
2. Upon award of the contract, the winning Firm agrees to sign the contract on the State's Standard Agreement (STD 213), with Exhibits. The STD 213 (See sample contract agreement provided, (RFQ Attachment 17) must be signed by an individual authorized to bind the firm contractually.

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. Any agreement entered into in violation of section 10295.4 is void and unenforceable.
2. Prior to executing any state agreement or renewal for goods or services, 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. LABOR COMPLIANCE MONITORING & ENFORCEMENT PROGRAM - CONTRACTOR REGISTRATION

- A. This is a "public works" project as defined in Labor Code 1720. Contractor and its Subcontractor shall be registered with Department of Industrial Relations (DIR) Pursuant to Labor Code 1725.5, subd. (f) and must pay prevailing wage per Labor Code 1771.
- B. Pursuant to [Labor Code § 1725.5](#), contractors must register with the Department of Industrial Relations (DIR) as a public works contractor to bid on, be listed in a bid proposal or engage in the performance of any public works contract. The application also provides agencies that administer public works programs with a searchable database of qualified contractors. Application and renewal are completed online [DIR Contractor Registration Info](#)

Page. The current annual fee can be located on the DIR website. The registration period coincides with the fiscal year.

- C. Firms submitting Statements of Qualification must list their Department of Industrial Relations (DIR) registration number, as well as the DIR registration number for each listed subcontractor. Which subcontractor is assigned to each registration number must be clear. If a coverage determination has been provided by DIR, the coverage determination letter may be submitted in lieu of a DIR registration number.
- D. All A&E contractors and subcontractors shall be required to comply with the monitoring and enforcement program, including, but not limited to, contractor registration, submittal of electronic certified payroll reports (eCPRs) directly to the DIR as applicable and cooperation with on-site monitoring by DIR personnel if the work performed is covered by prevailing wage laws. Not all work performed by an A&E Firm or its subcontractors are covered by prevailing wage laws. Refer to Labor Code § 1771.4 et seq. and the website link to the Prevailing Wage Requirements.

VI. PREFERENCE AND INCENTIVE PROGRAMS

- A. **There are no mandatory participation requirements for Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) services for this contract opportunity, although the DSH encourages SB and DVBE to participate in this RFQ.** If you believe your Firm or your subcontractor qualifies as a SB or DVBE, you may visit California State Government Marketplace (ca.gov) for more information or call the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) at (916) 375-4940 for further information. Please note no preference or incentives in the qualifications category can be given under the contracting law set up for professional services (Architectural, Engineering, Environmental Services, etc.) contracts.
- B. As required by Executive Order S-02-06, the California Department of State Hospitals (DSH) is committed to meeting the State's 25 percent (25%) Small Business (SB) participation goal. Certified SBs, Micro Businesses (MB), and contractors willing to commit to subcontracting a minimum of 25 percent (25%) of their net bid price to certified SBs or MBs (if applicable), are encouraged to submit bids.

VII. REQUIRED ATTACHMENTS

- A. Listing of Attachments:

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

ATTACHMENT 1 – REQUIRED ATTACHMENT CHECKLIST

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

Contractor Name:		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Attachment 1	Required Attachment Checklist
<input type="checkbox"/> Yes <input type="checkbox"/> No	Attachment 2	Selection Criteria
<input type="checkbox"/> Yes <input type="checkbox"/> No	Attachment 3	Firm's Certification Sheet
<input type="checkbox"/> Yes <input type="checkbox"/> No	Attachment 4	Firm's References
Minimum Qualification Attachments		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Attachment 5	Business License – Copy of business license including DBA documentation, if applicable
<input type="checkbox"/> Yes <input type="checkbox"/> No	Attachment 6	Architect Engineer Qualifications, STD 330 (and required attachments)
<input type="checkbox"/> Yes <input type="checkbox"/> No	Attachment 7	Statement of Qualifications Narrative
<input type="checkbox"/> Yes <input type="checkbox"/> No	Attachment 8	Copy of SB/DVBE certification from OSDs, if applicable
Other Required Document Attachments		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Attachment 9	Darfur Contracting Act Certification https://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf
<input type="checkbox"/> Yes <input type="checkbox"/> No	Attachment 10	Non-Collusion Declaration for Public Works
<input type="checkbox"/> Yes <input type="checkbox"/> No	Attachment 11	Bidder Declaration Form (GSPD 05-105) https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf
<input type="checkbox"/> Yes <input type="checkbox"/> No	Attachment 12	Payee Data Record (STD 204) https://www.documents.dgs.ca.gov/dgs/FMC/PDF/Std204.pdf
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Attachment 13	DVBE Declarations Form (STD 843) https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd_843.pdf <i>Only submit if there are DVBE's participating in this contract</i>

<input type="checkbox"/> Yes <input type="checkbox"/> No	Attachment 14	Contractor Certification Clauses (CCC – 04/2017) https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language
<input type="checkbox"/> Yes <input type="checkbox"/> No	Attachment 15	California Civil Rights Laws Certification OLS004.pdf (ca.gov)
<input type="checkbox"/> Yes <input type="checkbox"/> No	Attachment 16	Iran Contracting Certification https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/SCM/Iran_Contracting_Act_Verification_Form.pdf
<input type="checkbox"/> Yes <input type="checkbox"/> No	Attachment 17	Sample 213, DSH Retainer Articles, and Exhibits <i>Attachment 17 does not need to be returned with the SOQ Package.</i>
<i>Upon award of contract, the winning Firm must provide a Certificate of Insurance (COI) within 10 working days from award of contract. See Evaluation and Selection, Section G, Performance of Service for more information.</i>		

ATTACHMENT 2 – SELECTION CRITERIA

Criteria 1: Professional Experience of the Firm

Demonstrate the professional experience of the Firm as it related to projects described in section II.C.3.b, c.

- 1.1 List all relevant services performed by the firm, include the number of years of experience the Firm has in performing construction management.
- 1.2 Include a list of state projects or other similar projects completed by the Firm.
- 1.3 Include a narrative response that demonstrates the nature and quality of the Firm's recently completed work, particularly with regard to construction phase, and post construction phase services.

Firm will be assigned points for its response to the above, based on the scoring criteria listed below.			
Response		Points Possible	Maximum Points Possible
1.1 Years of Experience of the Firm			
1	Possess an average of 10+ years in Construction Project Management experience	20	20
2	Possess an average of 5 to 9 years in Construction Project Management experience	15	
3	Possess an average of 2 to 4 years in Construction Project Management experience	10	
4	Possesses less than 2 years in Construction Project Management experience	5	
5	Does not possess experience in Construction Project Management experience	0	
1.2 Similar Completed Projects			
1	Firm has completed 10+ similar projects	15	15

2	Firm has completed 5-9 similar projects	10	
3	Firm has completed 1-4 similar projects	5	
4	Firm has not completed any similar projects	0	
1.3 Nature and Quality of the Firm’s Completed Work			
1	All criteria are addressed with the highest degree of confidence in the Firm’s response. The response exceeds the requirements in providing multiple enhancing features, a creative approach, or an exceptional solution.	20	20
2	The response fully addresses the criteria with a good degree of confidence in the Firm’s response. There are no identified omissions, flaws, or defects. Any identified weaknesses are minimal, and inconsequential.	15	
3	The response minimally addresses the criteria. The omissions, flaws, or defects are significant.	10	
4	The response fails to address the criteria. The omissions, flaws, or defects are significant and unacceptable.	0	
Total points possible for Criteria 1			55

ATTACHMENT 2 – SELECTION CRITERIA

Criteria 2: Reliability, Continuity, and Location of Firm to the Project Site

Demonstrate the Firms ability to provide project support in relation to the project site and the reliability and continuity of work performance as outlined in *Exhibit A, Attachment 1 – Department of State Hospitals Region Map*

- 2.1 Provide a narrative response that includes the locations for which the Firm has provided construction management services and what, if any challenges, the location presented to the firm, how was the Firm's able to coordinate the projects and services.
- 2.2 Provide a narrative response demonstrating how the Firm provides support to the field managers. Include an example of how the firm would respond to a request to manage work at a worksite that is located 100 or more miles away from the location of the Firm's nearest office.

<i>Firm will be assigned points for its response to the above, based on the scoring criteria listed below.</i>			
Response		Points Possible	Maximum Points Possible
2.1 Location of the Firm (Remote Support)			
1	All criteria are addressed with the highest degree of confidence in the Firm's response. The response exceeds the requirements in providing multiple supports, a creative approach, or an exceptional solution.	15	15
2	The response fully addresses the criteria with a good degree of confidence in the Firm's response. There are no identified omissions, flaws, or defects. Any identified weaknesses are minimal, and inconsequential.	10	
3	The response minimally addresses the criteria. The omissions, flaws, or defects are significant.	5	
4	The response fails to address the criteria. The omissions, flaws, or defects are significant and unacceptable.	0	
2.2 Reliability and Continuity of Work Performance			

1	All criteria are addressed with the highest degree of confidence in the Firm's response. The response exceeds the requirements in providing multiple supports, a creative approach, or an exceptional solution.	20	20
2	The response fully addresses the criteria with a good degree of confidence in the Firm's response. There are no identified omissions, flaws, or defects. Any identified weaknesses are minimal, and inconsequential.	15	
3	The response minimally addresses the criteria. The omissions, flaws, or defects are significant.	10	
4	The response fails to address the criteria. The omissions, flaws, or defects are significant and unacceptable.	0	
Total points possible for Criteria 2			35

ATTACHMENT 2 – SELECTION CRITERIA

Criteria 3: Education and Experience of Key Personnel

Demonstrate the professional experience, education, training, availability, and continuity of key personnel, including both management and any field personnel.

- 3.1 Provide an Organizational Chart for the proposed team. To demonstrate experience, education, and training of the proposed team, provide resumes for all key personnel that will be participating in the project. Resumes must include the following:
 - a. The person's name and role in the project.
 - b. Year of experience. Total years of relevant experience and years of relevant experience with the current firm.
 - c. Education. Provide information on the highest relevant academic degree(s) received. Indicate areas of specialization for each degree.
 - d. Current Professional Registration. Provide information on current relevant professional registration(s).
 - e. Other professional qualifications. Provide any other professional qualifications relating to this project, such as education, professional registration, publications, organizational memberships, certifications, training, and awards.
 - f. Relevant projects. Provide information on up to five (5) projects in which the person had a significant role that demonstrates the person's capability relevant to their proposed role in this project.
- 3.2 Provide a narrative response demonstrating the availability and continuity of the Firm's staffing resources and capability to provide staff and sub consultants to provide requested services at the job sites as outlined in *Exhibit A, Attachment 1 – Department of State Hospitals Region Map*.

<i>Firm will be assigned points for its response to the above, based on the scoring criteria listed below.</i>			
Response		Points Possible	Maximum Points Possible
3.1 Experience of Key Personnel			
1	Possess an average of 10+ years in Professional Construction Management Services.	20	20
2	Possess an average of 5 to 10 years in Professional Construction Management Services	15	

3	Possess an average of 2 to 5 years in Professional Construction Management Services	10	
4	Possesses less than 2 years in Professional Construction Management Services	5	
5	Does not possess experience in Professional Construction Management Services	0	
3.2 Staffing Capabilities			
1	All criteria are addressed with the highest degree of confidence in the Firm's response. The response exceeds the requirements in providing multiple enhancing features, a creative approach, or an exceptional solution.	20	20
2	The response fully addresses the criteria with a good degree of confidence in the Firm's response. There are no identified omissions, flaws, or defects. Any identified weaknesses are minimal, and inconsequential.	15	
3	The response minimally addresses the criteria. The omissions, flaws, or defects are significant.	10	
4	The response fails to address the criteria. The omissions, flaws, or defects are significant and unacceptable.	0	
Total points possible for Criteria 3			40

ATTACHMENT 2 – SELECTION CRITERIA

Criteria 4: Knowledge of Applicable Regulations

Demonstrate the Firm's experience and knowledge of issues related to regulatory requirements.

- 4.1. Provide examples of the firm's experience in working with State Authorities Having Jurisdiction (AHJ) and addressing comments from the AHJ's and other oversight agencies such as Office of the State Fire Marshal, Division of the State Architect, Department of Health Care Access and Information, and Office of Historic Preservation or other similar oversight agencies. Include specific examples of overcoming challenges in avoiding costly project delays, ensuring momentum, managing risks, and leveraging their expertise.

<i>Firm will be assigned points for its response to the above, based on the criteria listed below.</i>			
Response		Points Possible	Maximum Points Possible
4.1 Experience working with State Authorities Having Jurisdiction			
1	All criteria are addressed with the highest degree of confidence in the Firm's response. The response exceeds the requirements in providing multiple enhancing features, a creative approach, or an exceptional solution.	20	20
2	The response fully addresses the criteria with a good degree of confidence in the Firm's response. There are no identified omissions, flaws, or defects. Any identified weaknesses are minimal, and inconsequential.	15	
3	The response minimally addresses the criteria. The omissions, flaws, or defects are significant.	10	
4	The response fails to address the criteria. The omissions, flaws, or defects are significant and unacceptable.	0	
Total points possible for Criteria 4			20

ATTACHMENT 2 – SELECTION CRITERIA

Criteria 5: Specialized Experience

Demonstrate Specialized experience of the Firm in the services to be performed.

- 5.1 Provide a narrative response to demonstrate the Firm's competence and specialized experience with State hospitals, acute psychiatric, behavioral healthcare, and other hospitals within secured facilities.

Firm will be assigned points for its response to the above, based on the criteria listed below.

Response		Points Possible	Maximum Points Possible
5.1 Specialized Experience			
1	All criteria are addressed with the highest degree of confidence in the Firm's response. The response exceeds the requirements in providing multiple enhancing features, a creative approach, or an exceptional solution.	20	20
2	The response fully addresses the criteria with a good degree of confidence in the Firm's response. There are no identified omissions, flaws, or defects. Any identified weaknesses are minimal, and inconsequential.	15	
3	The response minimally addresses the criteria. The omissions, flaws, or defects are significant.	10	
4	The response fails to address the criteria. The omissions, flaws, or defects are significant and unacceptable.	0	
Total points possible for Criteria 5			20

ATTACHMENT 2 – SELECTION CRITERIA

Criteria 6: Working with Other Entities

Demonstrate the Firm's ability to coordinate and collaborate with various entities.

- 6.1 Provide a list of entities including, but not limited to, governmental agencies, utility providers, and municipalities that demonstrate the Firm's ability to coordinate and collaborate with various types of entities.

<i>Firm will be assigned points for its response to the above, based on the criteria listed below.</i>			
Response		Points Possible	Maximum Points Possible
6.1 List of Entities			
1	All criteria are addressed with the highest degree of confidence in the Firm's response. The response exceeds the requirements in providing multiple enhancing features, a creative approach, or an exceptional solution.	20	20
2	The response fully addresses the criteria with a good degree of confidence in the Firm's response. There are no identified omissions, flaws, or defects. Any identified weaknesses are minimal, and inconsequential.	15	
3	The response minimally addresses the criteria. The omissions, flaws, or defects are significant.	10	
4	The response fails to address the criteria. The omissions, flaws, or defects are significant and unacceptable.	0	
Total points possible for Criteria 7			20

ATTACHMENT 2 – SELECTION CRITERIA

Criteria 7: Problem Solving

- 7.1 Provide a narrative response that demonstrates the Firm's ability to provide innovative cost-effective solutions to solve design and engineering problems, including unexpected problems, via examples of past projects.

<i>Firm will be assigned points for its response to the above, based on the criteria listed below</i>			
Response		Points Possible	Maximum Points Possible
7.1 Problem Solving			
1	All criteria are addressed with the highest degree of confidence in the Firm's response or solutions. The response exceeds the requirements in providing multiple enhancing features, a creative approach, or an exceptional solution.	20	20
2	The response fully addresses the criteria with a good degree of confidence in the Firm's response or solution. There are no identified omissions, flaws, or defects. Any identified weaknesses are minimal, and inconsequential.	15	
3	The response minimally addresses the criteria. The omissions, flaws, or defects are significant.	10	
4	The response fails to address the criteria. The omissions, flaws, or defects are significant and unacceptable.	0	
Total points possible for Criteria 8			20

ATTACHMENT 2 – SELECTION CRITERIA

Criteria 8: Cost Estimating and Scheduling

- 8.1 Provide at least five (5) examples that demonstrate the Firm's expertise and experience in cost estimating, collaborating on value engineering, and cost benefit analysis.
- 8.2 Provide at least five (5) examples that demonstrate the Firm's ability to effectively schedule, meet deadlines, and produce timely required deliverables.

Firm will be assigned points for its response to the above, based on the criteria listed below.			
Response		Points Possible	Maximum Points Possible
8.1 Cost Estimating			
1	All criteria are addressed with the highest degree of confidence in the Firm's response. The response exceeds the requirements in providing multiple enhancing features, a creative approach, or an exceptional solution.	20	20
2	The response fully addresses the criteria with a good degree of confidence in the Firm's response. There are no identified omissions, flaws, or defects. Any identified weaknesses are minimal, and inconsequential.	15	
3	The response minimally addresses the criteria. The omissions, flaws, or defects are significant.	10	
4	The response fails to address the criteria. The omissions, flaws, or defects are significant and unacceptable.	0	
8.2 Scheduling			
1	All criteria are addressed with the highest degree of confidence in the Firm's response. The response exceeds the requirements in providing multiple enhancing features, a creative approach, or an exceptional solution.	20	20

2	The response fully addresses the criteria with a good degree of confidence in the Firm's response. There are no identified omissions, flaws, or defects. Any identified weaknesses are minimal, and inconsequential.	15	
3	The response minimally addresses the criteria. The omissions, flaws, or defects are significant.	10	
4	The response fails to address the criteria. The omissions, flaws, or defects are significant and unacceptable.	0	
Total points possible for Criteria 9			40

ATTACHMENT 2 – SELECTION CRITERIA

Criteria 9: Support Services

Demonstrate the Firm's support services capabilities.

- 9.1 Provide recent examples of the Firm's capability to successfully support the bid phase of the solicitation and provide construction administration services of a Public Works project.

<i>Firm will be assigned points for its response to the above, based on the criteria listed below.</i>			
Response		Points Possible	Maximum Points Possible
9.1 Support Services Capabilities			
1	All criteria are addressed with the highest degree of confidence in the Firm's response. The response exceeds the requirements in providing multiple enhancing features, a creative approach, or an exceptional solution.	20	20
2	The response fully addresses the criteria with a good degree of confidence in the Firm's response. There are no identified omissions, flaws, or defects. Any identified weaknesses are minimal, and inconsequential.	15	
3	The response minimally addresses the criteria. The omissions, flaws, or defects are significant.	10	
4	The response fails to address the criteria. The omissions, flaws, or defects are significant and unacceptable.	0	
Total points possible for Criteria 10			20

ATTACHMENT 3 – FIRM CERTIFICATION SHEET

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

By signing below, the firm represents and warrants that statements and representations contained in the documents and data submitted in connection with this solicitation are true and correct. In the event the firm's submittal in connection with this solicitation contains false statements or misrepresentations of fact, the submission may be rejected, or any succeeding contract terminated for cause and the firm deemed to be a non-responsible firm which may adversely affect future submissions from the firm. 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 firm.

An Unsigned Certification May Be Cause for Rejection

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

ATTACHMENT 4 – REFERENCES

Firm must demonstrate to DSH that their personnel have positive references from other companies regarding Firm's A&E services to be qualified to support DSH. Please provide contact information and three satisfactory references from contracts that the Firm currently has or has had in the last five years. Provide customers' information, references, and point of contact. Additional pages may be attached if more space is necessary for the Summary of Services Provided. Please limit summary to three pages or less, plus attachments.

NOTE: Firm will receive a score of zero (0) if Firm does not provide three (3) satisfactory references, and the proposal will be disqualified (DQ) from further consideration. In the event, any of the references are/were dissatisfied with the Firm's performance, the Proposal will be disqualified from further consideration and the Firm's submittal will be deemed not responsive.

References

Name of Company		
Address		
Contact Name and Title	Telephone	Email Address
Summary of Services Provided:		

Name of Company		
Address		
Contact Name and Title	Telephone	Email Address
Summary of Services Provided:		

Name of Company		
Address		
Contact Name and Title	Telephone	Email Address
Summary of Services Provided:		

MINIMUM QUALIFICATION ATTACHMENTS

The firm is to include the following minimum qualification attachments. Please keep all attachments in the order listed below.

**ATTACHMENT 5 – BUSINESS LICENSE(S)
(PLEASE INCLUDE DBA DOCUMENTATION IF APPLICABLE)**

**ATTACHMENT 6 – ARCHITECT-ENGINEER QUALIFICATIONS, FEDERAL STD. FORM 330
STANDARD FORM 330 - ARCHITECT-ENGINEER QUALIFICATIONS
(AND REQUIRED ATTACHMENTS)**

ATTACHMENT 7 – STATEMENT OF QUALIFICATIONS (SOQ) NARRATIVE

ATTACHMENT 8 – SB/DVBE CERTIFICATION FROM OSDS, IF APPLICABLE

ATTACHMENT 9 – 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.

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

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 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.

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

ATTACHMENT 10 – NON-COLLUSION DECLARATION FOR PUBLIC WORKS

**NON-COLLUSION DECLARATION TO BE EXECUTED BY FIRM AND
SUBMITTED WITH SOQ FOR PUBLIC WORKS
(Rev 04/22)**

The undersigned declares:

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

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

Any person executing this declaration on behalf of a firm 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 firm.

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).

Signed: _____ Print/Type Name

OTHER REQUIRED ATTACHMENTS

THE FIRM IS TO COMPLETE THE FOLLOWING FORMS AND INCLUDE THEM AS ATTACHMENTS TO THIS RFQ

ATTACHMENT 11 – BIDDER DECLARATION FORM (GSPD-05-105)

Form is located at the following web address:

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

ATTACHMENT 12 – 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 13 – DVBE DECLARATION FORM (STD. 843)

Form is located at the following web address:

https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd_843.pdf

ATTACHMENT 14 – 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 15 – CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Form is located at the following web address:

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

ATTACHMENT 16 – IRAN CONTRACTING ACT CERTIFICATION

Form is located at the following web address:

https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/SCM/Iran_Contracting_Act_Verification_Form.pdf

ATTACHMENT 17 – SAMPLE AGREEMENT

The following pages represent the Sample Standard Agreement STD 213, Retainer Articles, Exhibits, and Sample Task Order

Do not include Attachment 17, Sample Agreement in the SOQ response package. This is for reference only.

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)

EXHIBIT A DSH RETAINER ARTICLES

In consideration of the mutual promises and covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

In accordance with paragraph 2 of Exhibit C, a formal Amendment must be signed by the parties and approved as required when amending any terms of this Agreement.

Task Orders may be utilized to authorize work under this Agreement so long as (i) the Task Order does not exceed the general scope of work set forth in this Agreement, and (ii) the Task Order is not intended to amend any terms of this Agreement.

1. ARTICLE 1 - TASK ORDER ISSUANCE:

- A. Work pursuant this Agreement shall be authorized utilizing Task Orders. A sample Task Order is attached hereto as “**Exhibit A, Attachment II**”.
- B. After work to be performed under this Agreement is identified, a Task Order will be prepared. The Task Order will identify the scope of services, project deliverables, budget and project schedule. The Task Order shall designate a DSH Project Director or Manager.
- C. Task Orders shall be negotiated for a time and materials not to exceed amount based on the rates identified in this Agreement and the services outlined in the Scope of Work.
- D. Contractor, pursuant to individual Task Orders, shall provide all labor, materials, consumable and non-consumable supplies, transportation, equipment, and every other item of expense necessary to perform professional A&E services in accordance with the disciplines described herein
- E. Contractor shall not commence work pursuant to a Task Order prior to the start date identified in the State’s Notice to Proceed.
- F. Contractor shall not be entitled to payment for any work performed pursuant to a Task Order prior to the start date identified in the State’s Notice to Proceed or after the expiration of this Agreement.
- G. Work authorized pursuant to a Task Order shall be completed in accordance with the schedule identified in the Task Order. In no event shall work be authorized to extend beyond the contract expiration date identified in Section 2 of the STD 213.
- H. The total amount payable by DSH for work authorized pursuant to a Task Order shall not exceed the amount agreed to in the Task Order.

2. ARTICLE 2 - BASIC SERVICES

- A. The Contractor represents that all services and work for which it is compensated by the State, whether performed by the Contractor or subcontractor, are necessary and essential for the Contractor to render its professional judgment in the performance of this Agreement.
- B. The State and Contractor agree to cooperate with each other in order to fulfill their responsibilities and obligations under this Agreement. Both State and Contractor shall endeavor to maintain a good working relationship among members of the project team.
- C. Contractor must be able to provide Architectural and Engineering Construction Management Professional Services for work to be performed at DSH facilities including Construction Management Program Support and Construction Management Project Support.
- D. Construction Management Services to be provided on an as-needed basis for various projects for all DSH regions as outlined in *Exhibit A, Attachment I, Department of State Hospitals Region Map*, to be described in future Task Orders to the original Agreement. Basic services to be provided shall include, but not be limited to, construction project design review and evaluation, construction mobilization, supervision, bid evaluation, project scheduling, plan review, estimating, cost-benefit analysis, claims review and negotiation, quality assurance, peer review, code review interpretation and compliance, access compliance (ADA: Americans with Disabilities Act), Health Care Access and Information (HCAI - formerly OSHPD) compliance, ZNE (Zero Net Energy) compliance, and LEED (Leadership in Energy and Environmental Design) compliance and general management and administration of the Preliminary Plan (Pre-Design) Phase, Construction Document (Design) Phase and, or Construction Phase, including close-out, for projects. Services shall be provided by a person which meets' the requirements of Government Code Section 4529.5 for management and supervision of work performed on State construction projects.
- E. The Contractor may be required to support construction projects that include technology infrastructure components. These may involve coordination with the DSH Technology Services Division (TSD) or external IT vendors.
When applicable, the Contractor shall:
- Coordinate construction activities with technology system installations (e.g., data cabling, security systems, AV)
 - Ensure infrastructure is built to support IT requirements (e.g., conduit, power, cooling)
 - Participate in meetings with TSD and technology consultants
 - Assist in scheduling and sequencing of technology-related work within the construction timeline

3. ARTICLE 3 - DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

A. Appropriate Authorities and Regulatory Agencies:

This shall mean any private, local, municipal, county, state, regional or federal authority or agency with which the Project may be involved. This term is intended to include those agencies and authorities which may require information or the filing of drawings, specifications, etc. in connection with the Project on either a voluntary or non-voluntary basis.

B. As Built Documents:

These are those documents showing the Project as it was constructed. As-Built Documents or Record Drawings include any change or clarification to the construction documents.

C. Budget Package:

A budget package is the formal output used to communicate the information gathered during the study phase, including cost, scope and schedule for proposed projects. The budget package may be distributed to DSH and the Department of Finance and is considered a **confidential** State document (until the information contained therein is released in the Governor's Budget).

D. Certified Access Specialist (CASp):

A professional who has been certified by the State of California to have specialized knowledge of the applicability of state and federal construction-related accessibility standards. A CASp will know which standards apply to properties based on the age and history of improvements. A CASp can provide services that offer a "qualified defendant" status in a construction-related accessibility lawsuit.

E. Task Order: The Task Order will identify the scope of service(s), location(s), project deliverable(s), budget, and project schedule. Work authorized pursuant to a Task Order shall be completed in accordance with the schedule identified in the Task Order.

F. Construction Phase:

This is oversight of entire construction phase of a Project and shall include attendance at pre-construction starting meeting, final inspection, shop drawing and submittal reviews, site reviews, participation in weekly or bi-weekly project meetings, quarterly reports, written clarification of Construction Documents, requests for information responses, preparation of Change Orders at the direction of DSH, and processing as-built drawings.

G. Construction Project Budget:

This is the budget amount established by the State that represents the maximum authorized cost of construction. The construction budget is established based on the Architect and/or Engineer material and labor line item estimate with overhead and other

expenses, to which the state adds overhead or “soft” costs.

H. Critical Path Method (CPM):

Project management technique that defines critical and non-critical tasks and the expected completion time for each task with the goal of preventing delays or time-frame problems.

I. DSH Contract Manager:

The person responsible for oversight of the entire Agreement on behalf of DSH.

J. DSH REGIONS: *(as outlined in Attachment 1 - Department of State Hospitals Region Map)*

SOUTHERN CALIFORNIA is defined as: DSH-Metro 11404 Bloomfield Avenue Norwalk, CA 90650 and DSH-Patton 3102 Highland Avenue Patton, CA 92369

CENTRAL CALIFORNIA is defined as: DSH-Atascadero 10333 El Camino Real Atascadero, CA 93422 and DSH-Coalinga 24511 W. Jayne Avenue Coalinga, CA 93210

NORTHERN CALIFORNIA is defined as: DSH-Napa 2100 Napa Vallejo Hwy Napa, CA 94558 and DSH-Sacramento 1215 O Street Sacramento, CA 95814

K. DSH Sacramento Representative:

The person who was assigned by DSH Contract Manager to oversee a Work Order at one of DSH facility locations.

L. Leadership in Energy and Environmental Design (LEED):

Developed by the United States Green Building Council (USGBC) Membership, the LEED Green Building Rating System for New Construction and Major Renovation (LEED-NC) provides a set of performance standards for certifying the design and construction phases of commercial and institutional buildings. It evaluates environmental performance from a whole building perspective over a building’s life cycle and is based on accepted energy and environmental principles. The specific credits in the rating system provide guidelines for the design and construction of buildings and renovation projects of all sizes. The intent of LEED-NC is to assist in the creation of high performance, healthful, durable, affordable and environmentally sound commercial and institutional buildings.

4. ARTICLE 4 - CONTRACTOR'S TEAM

- A. The Contractor has been selected to perform the work herein, in part, based upon the professional experience and demonstrated competence of key individuals and/or the firms listed in Exhibit A - Contractor's Team. The Contractor agrees work will be performed by the individuals and/or firms listed in Exhibit A. Substitution of individuals and/or firms identified in Exhibit A is not allowed except with written approval of the State.
- B. The Contractor designates **First Last Name**, as its designated manager who shall, so

long as performance continues to be acceptable to the State, remain in charge of the services under this Agreement.

- C. Contractor covenants that Contractor has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be employed by Contractor.
- D. The Contractor, and the agents and employees of Contractor, in the performance of the agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

5. ARTICLE 5 - GENERAL PROVISIONS

Contractor agrees to provide all necessary expertise and services to professionally and diligently prosecute the work authorized by amendment.

The Contractor shall:

- A. Contract for or employ at Contractor's expense, subcontractors to the extent deemed necessary for design of the work including Architects, Mechanical, Electrical, Structural and Civil Engineers licensed as such by the State of California and all other Contractors necessary for development of the work.
- B. Consult, as necessary, with normal and customary employees, agencies, and/or representatives of the State regarding the work of each Amendment.
- C. Attend meetings with the State, other professionals employed by the State and local and regional agencies as needed and directed to perform the work.
- D. Cooperate with other professionals employed by the State for other work related to an Amendment.
- E. Review site surveys, available site-related literature, and previously prepared Project reports furnished to Contractor or obtained by Contractor pursuant to this Agreement and advise State by written report or memo whether such data are sufficient for purposes of design, or whether additional data are necessary for completion of design.
- F. Abide by all regulations imposed by funding sources, such as auditing requirements and payroll affidavits.
- G. Provide a professional level of review of all deliverables to assure quality, technical accuracy, and the coordination of all design documents furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or revise any errors in its designs, drawings, specifications and other services.

6. ARTICLE 6 - CLAIMS AND DISPUTES

The parties hereto mutually agree that the resolution of any claim or disputes arising under this Agreement shall be resolved pursuant to the following:

- A. If the Contractor disputes any action by the State's Representative arising under or out of the performance of this contract, the Contractor shall notify the State's Representative of the dispute in writing and request a claims decision. The State's Representative shall issue a decision within 30 days of the Contractor's notice. If the Contractor disagrees with the State Representative's decision, the Contractor shall submit a formal claim to the Chief, Project Management & Development Branch. The Chief, Project Management & Development Branch shall issue a decision within 15 days of receipt of Contractor's formal claim. The decision of the Chief, Project Management & Development Branch shall be final and conclusive on the claim unless the decision is arbitrary, capricious, or grossly erroneous or if any determination of fact is unsupported by substantial evidence. The decision may encompass facts, interpretations of the agreement, and determinations or applications of the law. The decision shall be in writing following an opportunity for the Contractor to present oral or documentary evidence and arguments in support of the claim. This administrative process must be followed before taking any court action.
- B. In the event of litigation between the Contractor and the State after all administrative remedies have been exhausted, litigation shall be commenced in an appropriate court of competent jurisdiction within Sacramento County, State of California.
- C. Contractor agrees to proceed with all work ordered by the State pending the outcome of any claim, dispute or litigation.

7. ARTICLE 7 - STATE REPRESENTATIVE

- A. For the purposes of this Agreement, the State's authorized Representative shall be the designated **[Contract/Program Manager]**, for the Department of State Hospitals. Each amendment shall specify the name of the State's representative. The State representative is not authorized by the State to make any commitments or changes which will affect the price, terms or conditions of this Agreement, absent an amendment.

8. ARTICLE 8 – NOTICES

- A. Any notice by either party shall be given in writing either by personal service, overnight delivery service, or by depositing it in a United States mail deposit box with the postage thereon fully prepaid and addressed to State at the address as set forth below in this Agreement, or addressed to any other place or places State or Contractor may by written notice give to the other.

Contractor:

Contractor's Name
Street Address
City, State Zip Code
Attention:
Telephone:
Email:

State:

Department of State Hospitals
Procurement and Contract Services Section
1215 O Street, MS-1
Sacramento, CA 95814
Attention:
Telephone: (916)
Email:

9. ARTICLE 9 - SERVICES PERFORMED ON DSH GROUNDS:

If services will be performed on DSH grounds the following apply:

- A. Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement must submit personnel names and any information required for background clearance a minimum of 10 business days prior to any site visit and/or work at a State Hospital facility.
- B. 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.
- C. 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.
- D. 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.
- E. 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 and all subcontractors shall obtain a current copy of each location's dress code prior to the performance of any work. Contractor and all subcontractors may be refused entry into DSH grounds if their clothing is found to violate the established dress codes. DSH retains the right to change its dress codes at any time. **Contractor is advised that tan and khaki clothing shall prevent entry to secured areas of the hospitals.**
- F. Contractor understands and agrees that DSH reserves the right to limit or restrict the equipment, including but not limited to, tools and communication devices that Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement may bring on grounds. In no way shall DSH be held liable or accountable for tools misplaced or left behind. Contractor shall comply with all such limitations and restrictions. Contractor is responsible for vetting requirements prior to visits and/or work.
- G. Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not possess or use any tobacco products, (including smokeless tobacco) on DSH grounds (Welfare and Institutions Code section 4138).
- H. Contractor shall participate in any of DSH safety measures or programs as may be required by DSH. This responsibility includes attending any and all related training or orientation to such measures or programs as may be required and scheduled by DSH.

**EXHIBIT A
ATTACHMENT 1
DEPARTMENT OF STATE HOSPITALS REGION MAP**



**EXHIBIT A
ATTACHMENT II
SAMPLE TASK ORDER FORM**

PROJECT-SPECIFIC SCOPE OF SERVICES

Pursuant to the above-referenced Agreement between the Department of State Hospitals and [Contractor's name], this Task Order is executed for delivery of the services described herein. All terms and conditions of the original Agreement shall remain in full force and effect.

Project Name:

Date:

Hospital Name and Address:

Start Date:

Completion Date:

DEPARTMENT OF STATE HOSPITALS

Contact Name and Title:

Address:

DSH-Sacramento
1215 O Street, MS-11
Sacramento, CA 95814

Telephone:

Fax:

Email:

CONTRACTOR

Contact Name and Title

Address:

Telephone:

Fax:

Cell Phone:

Email:

Scope of Work:

See attached

Deliverables:

See attached budget

TASK ORDER TOTAL \$

SAMPLE TASK ORDER FORM

A. SCOPE OF WORK:

Provide Working Drawing and Specification development with page turn reviews for repair scope identified in the "[Contractor Name, Contract #, Project Name, DSH Location, Proposal Date.]"

1. Design Phase:

- a. Field verify and update as-built drawings.
- b. Perform an ADA analysis to evaluate and address path-of-travel and plumbing fixture compliance within the scope of the project.
- c. Provide a design to replace the roof covering and accessories.
- d. Provide 60% Design Submittal incorporating the field investigation findings, and stakeholder feedback.
- e. Provide 100% Design submittal to include drawings, book specifications, and a cost estimate.
- f. The design includes the following:
 1. Roof covering and accessories.
 2. Roof framing structural repairs to include some roof rafters and rafter tails.
 3. Interior renovations to include restroom renovations, some door replacements, and interior finishes.
 4. Electrical design to replace some aging panelboards.
 5. Electrical design to replace damaged lighting.
 6. Electrical design for telecommunication infrastructure such as conduits, pathways, power to data equipment, etc. Telecommunication cabling, such as CAT 6, fiber, speakers, etc. will be by others.
 7. Fire alarm design (deferred submittal).
 8. Fire sprinkler design (deferred submittal).
 9. HVAC duct design.

2. Authority Having Jurisdiction (AHJ) Submittal:

- a. Submit design documents to the Office of the State Fire Marshal (OSFM) for review and approval.
- b. Prepare and submit design documents to the Division of the State Architect (DSA) to address regulatory requirements.

3. Construction Administration Services:

- a. Respond to pre-bid site walk questions.
- b. Attend virtual construction meetings.
- c. Assist and respond to bid RFIs.
- d. Attend construction meetings. Limited to 6 months.
- e. Review submittals/shop drawings/cut sheets.
- f. Respond to RFIs.
- g. Attend punch list site walks, (estimated 3).
- h. Provide as-constructed record drawings capturing red-line and markups received by the general contractor at the end of construction.

B. DELIVERABLES

1. Drawings at 60%, 90%, and AHJ submittals.
2. Cost estimate at 90%, and AHJ submittals.

3. Book specifications at 90% and AHJ submittals.

C. ESTIMATED DESIGN SCHEDULE

Project Startup (after kickoff meeting)	1 Week
Field Investigation	2 Weeks
60% Drawings and Cost Estimate.	6 Weeks
90% Drawings, Cost Estimate and Specifications	6 Weeks
AHJ Submittal	<u>4 Weeks</u>
Total	19 weeks

Note: DSH, regulatory reviews, and construction durations are not included.

D. FEE AGREEMENT AND OTHER COSTS

The maximum amount of this Work Order shall not exceed **[\$XXX,XXX.XX]** at rates listed in Exhibit B, Attachment I, Schedule of Fees plus contractor's 10% administrative fees.

Additional scope of work or field time required in excess of that outlined above shall be in addition to the above fee and shall be reimbursed by DSH at the rates indicated in the current contract.

E. CLARIFICATIONS

1. Design of telecommunications infrastructure is included; however, the proposal assumes that specification and selection of certain equipment, such as network switches, are not included. Similarly, cabling such as CAT 6 and fiber optic, is not included. The proposal intent is to provide conduit pathways and power to telecommunication racks/IDFs. Contractor will collaborate and coordinate with DSH TSD and other stakeholders to provide conduit systems and power to equipment.
2. Fire sprinkler system design will focus on repairs and replacement of existing system in the area of damage.
3. Fire alarm system design will focus on providing code minimum required fire alarm coverage, which is limited for this type of occupancy, to obtain approval from Office of State Fire Marshal.
4. Design of fire protection systems, such as fire alarm and fire sprinkler systems, will be a deferred submittal. Contractor will provide design drawings adequate for bidding purposes and will review the Contractor's engineered shop drawings for general compliance prior to Contractor's submittal to the State Fire Marshal for review and deferred approval.

From Exhibit B, 5. Budget Detail of Original Agreement:

- C. DSH does not expressly or by implication agree that the actual amount of work will correspond with any estimation provided in this Agreement or future Work Orders and reserves the right to omit portions of the estimated amount of work as may be deemed necessary or advisable by DSH. DSH makes no guarantee, expressed or implied for actual amount of work to be performed. However, the rates contained in Exhibit B,

Attachment I shall be binding for the term of this Agreement.

- D. The parties may amend this Agreement by adding additional funds corresponding to the Project Task Order. 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.

[illegible]

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

A. INVOICING AND PAYMENT:

1. Contractor shall submit all invoices not more frequently than monthly in arrears.
2. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, DSH agrees to compensate Contractor in accordance with the rates specified in section 5, Budget Detail.
3. 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.
4. DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.
5. Contractor shall not bill or seek reimbursement from DSH for any goods or services if Contractor received or will receive reimbursement or funding for such goods or services under any federal program, such as the CAREs Act or FEMA disaster relief, except when Contractor has billed Medicare and seeks the difference between the Medicare payment and the DSH contract price.

B. INSTRUCTIONS TO CONTRACTOR:

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

Department of State Hospitals
Attention: Accounting Office
1215 O Street, MS-2
Sacramento, CA 95814

OR

DSHSac.AccountsPayable@dsh.ca.gov

2. Contractor shall submit one original and three copies of each invoice, unless emailed.
3. Contractor shall type, not handwrite, each invoice on company letterhead.
4. 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.
5. Contractor shall list and itemize in accordance with section 5, Budget Detail, all services or deliverables provided on each invoice.
6. Contractor shall include the following on each submitted invoice:
 - i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated.
 - ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213).
 - iii. Task Order Number

- iv. Small Business certification number, if applicable
- v. Professional license number, if applicable
- vi. Invoice total
- vii. Contractor's name as it appears on the Std. 213. If Contractor has both a legal and a fictitious name listed on the Std. 213, Contractor may, at its discretion, invoice using the full name as indicated on the Std. 213, or either of the two names listed.

7. 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, 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.

C. BUDGET CONTINGENCY CLAUSE:

1. 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.
2. 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.
3. 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.
4. 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.

D. PROMPT PAYMENT CLAUSE:

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

E. COMPENSATION

1. The consideration to be paid to the Contractor shall be the fee as stipulated in each task order based on the rates identified in ***Exhibit B, Attachment 1 – Schedule of Fees***. This fee shall be full compensation for all of the Contractor's services and expenses including, but not limited to direct salary costs, employee benefits, prevailing wages, when applicable, employer payments, overhead, travel per diem reproduction, and any other direct costs, other than salary, or indirect expenses incidental to providing the services, and fee.
2. The DSH Regions as show in *Exhibit A, Attachment 1 – Department of State Hospitals Region Map* are for geographical purposes and are only intended for the use of awarding the contract. Prevailing wage rates will be determined by the physical location of the DSH Hospital and not by the regions outlined in the map.

F. RATE ADJUSTMENT FOR HOURLY RATES

1. The rates identified in Exhibit B A. 3. are effective as of the date of approval of this Agreement by the State and shall be for the term of this contract. In the event that work authorized by task order to this Agreement is suspended by the State for more than twelve consecutive months, the agreed upon compensation for work that has not yet been performed, may be adjusted at the State's sole discretion by no more than the Consumer Price Index for the duration of the suspension. However, the adjustment, if granted, will never exceed three percent (3%) per year, and be calculated from the first year of the suspension and not from the effective date of the contract.

For various professional services, the standard hourly rates are as indicated:

[illegible]

EXHIBIT C
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE

[HTTPS://WWW.DGS.CA.GOV/-/MEDIA/DIVISIONS/OLS/RESOURCES/GTC-UPDATES/GTC-225-FEBRUARY-2025.PDF](https://www.dgs.ca.gov/-/media/divisions/ols/resources/gtc-updates/gtc-225-february-2025.pdf)

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

A. STANDARD CONDITIONS OF SERVICE

1. The Contractor shall procure and maintain all license(s), permits, registrations and certifications 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.
2. The 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.
3. The 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.
4. The Contractor certifies that it has appropriate systems and controls in place to ensure that 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.
5. If signing this agreement as a sole proprietor, The 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.).
6. 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.
7. If contract activities include collection of organic waste, the 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.
8. The 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.

B. THIRD PARTY PEER REVIEW OF OTHER REGIONS:

1. Provide professional architectural and engineering constructability / peer review services for various State projects located in other DSH Regions on an as-needed basis.
2. Constructability / peer review is the process of reviewing project design documents (plans, specifications and estimates) and construction processes prior to bidding and construction. Contractors will be called upon to provide services to assist in the review of plans and specifications to identify, but not be limited to, errors, omissions, discrepancies, ambiguities, reliability, maintainability, and Code compliance in scope of services described in part I.B.1 – Description of Services of this solicitation.

C. CONFIDENTIALITY OF DATA AND DOCUMENTS:

1. 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.
2. Contractor shall not comment publicly to the press, or any other media, regarding the data, information, or documents generated, collected, or produced in connection with this Agreement. Contractor shall consult with DSH regarding any request from the media that involves DSH data, information or documents before responding to the requester.
3. 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.
4. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
5. 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.

D. PROVISIONS RELATING TO DATA:

1. "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.
2. "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.
3. "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.
4. 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.
5. 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.
6. 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.
7. 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.

E. OWNERSHIP OF MATERIALS

1. All materials and documents developed in the performance of this Agreement are the property of the State. The State shall have unlimited rights, for the benefit of the State, in all drawings, designs, specifications, notes and other work developed in the performance

of this Agreement, including the right to use same on any other State work at no additional cost to the State. Contractor agrees to and does hereby grant to the State a royalty-free license to all such data which Contractor may cover by copyright and to all designs as to which Contractor may assert any rights or establish any claim under the patent or copyright laws. Contractor agrees to furnish and to provide access to the originals or copies of all such materials upon the request of the State. The State agrees to make no demand on Contractor for responsibility for the State's use of such materials for any other State work which is not the subject of an agreement between the State and Contractor for such use.

2. If the Contractor performs the work required under this Agreement with the assistance of (CAD) Technology, the Contractor shall deliver to the State, on request, the disk(s) that contains the design files and shall specify disk format and the supplier of the software and hardware necessary to use the design files.
3. The State does not assume any obligation to employ the Contractor's services or pay Contractor royalties of any type as to future programs which may result from the work performed under this Agreement.

F. BROKERAGE AND CONTINGENT FEES

1. Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon understanding or agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to terminate this Agreement without liability, paying only for the work actually performed, or otherwise recover the full amount of such commission, brokerage or contingent fee.

G. PUBLIC HEARINGS

1. 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.

H. FORCE MAJEURE:

1. 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.

I. LITIGATION:

1. DSH 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. 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.
2. 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.

J. TERMINATION:

1. The State reserves the right to terminate this Agreement upon thirty (30) days written notice to the Contractor.
2. If the Agreement is terminated for convenience, the Contractor will be compensated for cost incurred up to the notice of the termination. In no event shall payment for such costs exceed the current contract amount. All costs shall be subject to audit by the State.
3. The State may immediately terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
4. In the event of termination, whether for convenience or failure to perform, the Contractor shall deliver forthwith to the State all finished or unfinished studies, reports, special forms, schedules, designs, data, surveys, calculations, drawings, maps, models, photographs, electronic files and any other information pertaining prepared by the Contractor under the terms of this Agreement.
5. Thereafter, if the State should determine to complete the original Project or substantially the same Project, the State shall have the right to use any original tracings, drawings, calculations, specification estimates and other construction documents prepared under this Agreement by Contractor who shall make them available to State upon request without additional

compensation.

K. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

1. 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.
2. 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.
3. 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 - Hospital. Contractor shall obtain a Request for LIVE SCAN Service Form and provide their full legal name to the DSH – Hospital Human Resources Department, which will include the hospital's ORI number, for the law enforcement agency conducting the LIVE SCAN process.
4. 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.
5. If both documented results of the TST provided $\leq 0-9$ /mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is ≥ 10 /mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.
6. 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.

L. SUBCONTRACTING:

1. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any Subcontractors, and no sub agreement shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its Subcontractors as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its Subcontractors is an independent obligation from the State's obligation to make payments to Contractor.

M. PREFERENCE PROGRAM - SB/DVBE:

1. 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.
2. 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).
3. 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.
4. 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>

5. 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).)
6. 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, DSH shall permanently deduct ten thousand dollars (\$10,000) from the final payment, or the full payment if less than ten thousand dollars (\$10,000).

N. FOLLOW-ON CONTRACTS:

1. A Contractor, person, firm, or subsidiary awarded a consulting services contract is prohibited from submitting a bid or being awarded a contract for the services or goods suggested in that consulting services contract except:
 - i. Exception: A person, firm, or subsidiary may be awarded a subcontract of no more than 10% of the total monetary value of the consulting services contract.
 - ii. This prohibition applies to non-IT and IT contracts. (See PCC § 10430(b))

O. RUSSIAN SANCTION ORDERS:

1. 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.

P. NEWS RELEASES:

1. 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

Q. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE:

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

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

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

D. PCI: “PCI” means “personal information” and “confidential information” collectively (as these terms are defined herein).

E. Personal Information: “Personal information” means information, in any medium (paper, electronic, oral) that:

1. directly or indirectly collectively identifies or uniquely describes an individual; or
2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
3. meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a) (2021); or
4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2) (2021); or
5. meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2) (2021), or California Civil Code section 56.05, subdivision (j) (2021); or
6. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3) (2021); or
7. is protected from disclosure under applicable state or federal law.

F. Security Incident: “Security Incident” means:

1. an attempted breach; or
2. the attempted or successful unauthorized access or disclosure, modification or destruction of DSH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and DSH, including this Exhibit; or
3. the attempted or successful modification or destruction of, or interference with, Contractor’s system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of DSH PCI; or
4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission.
Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

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

IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any DSH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and DSH (including this Exhibit), any DSH

PCI to anyone other than DSH personnel or programs without prior written authorization from the DSH Program Contract Manager, except if disclosure is required by State or Federal law.

- V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any DSH PCI for any purpose other than performing the Contractor's obligations under its agreement with DSH.
- VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of DSH PCI, including electronic or computerized DSH PCI. At each location where DSH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with DSH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide DSH with Contractor's current and updated policies within five (5) business days of a request by DSH for the policies.
- VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing DSH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where DSH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with DSH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with DSH, including this Exhibit, or otherwise use or disclose DSH PCI.
 - A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
 - B. The Contractor shall retain each employee's certifications for DSH inspection for a period of three years following contract termination or completion.
 - C. Contractor shall provide DSH with its employee's certifications within five (5) business days of a request by DSH for the employee's certifications.
- X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.
- XI. Contractor CCPA Responsibilities: Contractor, its employees, agents, and sub-contractors, shall comply with all Contractor's legal obligations pursuant to the California Consumer Privacy Protection Act (CCPA), including but not limited to the handling and disclosure of personal information received resulting from this agreement, abiding by CCPA notice requirements on Contractor's website(s), safeguarding personal information received in connection with this agreement, refraining from using personal information received in connection with this agreement outside of the enumerated business purpose contained therein. Contractor's failure to comply with such laws and regulations shall constitute a material breach of this Agreement, and shall be grounds for immediate termination of the Agreement by DSH, pursuant to section 7 of Exhibit C. By executing this Agreement, Contractor certifies that it is

aware of its legal obligations as set forth under the CCPA, that it is in compliance with the CCPA, and shall remain in compliance with all such laws and regulations for the term of this Agreement.

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

XII. Breach and Security Incident Responsibilities:

- A. Notification to DSH of Breach or Security Incident: The Contractor shall notify DSH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to DSH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the DSH Program Contract Manager, the DSH Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves DSH PCI in electronic or computerized form, notification to DSH shall be provided by calling the DSH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code sections 1798.29 and 1798.82 (2021).
- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the DSH Program Contract Manager, the DSH Privacy Officer, and the DSH Chief Information Security Officer of:
1. what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and

2. a description of the unauthorized persons known or reasonably believed to have improperly used the DSH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the DSH PCI, or to whom it is known or reasonably believed to have had the DSH PCI improperly disclosed to them; and
 3. a description of where the DSH PCI is believed to have been improperly used or disclosed; and
 4. a description of the probable and proximate causes of the breach or security incident; and
 5. whether Civil Code sections 1798.29 and 1798.82 (2021) or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the DSH Program Contract Manager, the DSH Privacy Officer, and the DSH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the DSH PCI, Contractor shall, at its sole expense, and at the sole election of DSH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the DSH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist DSH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29 or 1798.82 (2021), and regardless of whether Contractor is considered only a custodian and/or non-owner of the DSH PCI, Contractor shall, at its sole expense, and at the sole election of DSH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e), or 1798.82, subdivision (f) (2021). Contractor shall inform the DSH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist DSH in its submission of a sample copy of the notification to the Attorney General.
- F. DSH Contact Information: To direct communications to the above referenced DSH staff, the Contractor shall initiate contact as indicated herein. DSH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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

- XIII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to DSH or (at the direction of DSH) to an Individual such disclosures of DSH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25 (2021), or any applicable state or federal law.
- XIV. Requests for DSH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DSH Program Contract Manager all requests for disclosure of any DSH PCI requested by third parties to the agreement between Contractor and DSH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XV. Audits, Inspection and Enforcement: DSH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the DSH Program Contract Manager in writing.
- XVI. Return or Destruction of DSH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and DSH for any reason, Contractor shall securely return or destroy the DSH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the DSH Program Contract Manager, the DSH Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, DSH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor destroys the DSH PCI or returns the DSH PCI to DSH; provided however, that on expiration or termination of the agreement between Contractor and DSH, Contractor shall not further use or disclose the DSH PCI except as required by state or federal law.
- C. Notification of Election to Destroy DSH PCI: If Contractor elects to destroy the DSH PCI, Contractor shall certify in writing within 30 days of the expiration or termination of the agreement to the DSH Program Contract Manager, the DSH Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the DSH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVII. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating

to the security or privacy of DSH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.

- XVIII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and DSH, available to DSH at no cost to DSH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against DSH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XIX. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than DSH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XXI. Survival: If Contractor does not return or destroy the DSH PCI upon the expiration or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and DSH.

Attachment 1

Contractor Data Security Standards

1. General Security Controls

- A. **Confidentiality Statement**. All persons that will be working with DSH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DSH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DSH inspection for a period of three (3) years following contract termination.
- B. **Background check**. Before a member of the Contractor's workforce may access DSH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption**. All workstations and laptops that process and/or store DSH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the DSH Information Security Office.
- D. **Server Security**. Servers containing unencrypted DSH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

- E. **Minimum Necessary.** Only the minimum necessary amount of DSH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain DSH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store DSH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store DSH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing DSH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- J. **Data Sanitization.** All DSH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the DSH PCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing DSH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DSH PCI, or which alters DSH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If DSH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of DSH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing DSH PCI can be encrypted. This requirement pertains to any type of DSH PCI in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DSH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

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

4. Business Continuity / Disaster Recovery Controls

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

5. Paper Document Controls

- A. **Supervision of Data.** DSH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DSH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where DSH PCI is contained shall be escorted and DSH PHI shall be kept out of sight while visitors are in the area.

- C. **Confidential Destruction.** DSH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the DSH PSCI is no longer needed.
- D. **Removal of Data.** DSH PCI must not be removed from the premises of the Contractor except with express written permission of DSH.
- E. **Faxing.** Faxes containing DSH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

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

EXHIBIT G
INSURANCE REQUIREMENTS

A. APPLICABLE LIABILITY INSURANCE:

1. 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.
2. 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.

☒ **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: For General liability and Motor Vehicle insurances the 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.

☒ **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.

B. 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.

C. 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 reserves the right to terminate this Agreement.

D. 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: Contracts
1215 O Street, MS-1
Sacramento, CA 95814
SacContracts@dsh.ca.gov

E. SELF-INSURANCE REQUIREMENTS:

1. If Contractor is a California governmental entity, Contractor is not required to provide proof of insurance.
2. 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.
3. 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.
4. 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
5. 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.
6. Contractors which are self-insured for a specific type of insurance do not need to add the State as an additional insured.