

Solicitation 29GS0006

Cooling Towers Repair at the Barstow Veterans Home

State of California

Bid 29GS0006

Cooling Towers Repair at the Barstow Veterans Home

Bid Number 29GS0006

Bid Title Cooling Towers Repair at the Barstow Veterans Home

Bid Start Date Jun 26, 2009 12:11:31 PM PDT

Bid End Date Aug 17, 2009 3:00:00 PM PDT

Bid Contact Keith Wynkoop
916-653-2621
keith.wynkoop@cdva.ca.gov

Pre-Bid Conference Jul 15, 2009 10:00:00 AM PDT
Attendance is mandatory
Location: The Barstow Veterans Home (Administration building) located at 100 East Veterans Parkway. Barstow California, 92311.

Standard Disclaimer The State of California advises that prospective bidders periodically check the websites, including but not limited to Bidsync, and/or other state department links for modifications to bid documents. The State of California is not responsible for a prospective bidder's misunderstanding of the bid solicitation or nonresponsive bid due to failure to check these websites for updates or amendments to bid documents, and/or other information regarding the bid solicitations. Failure to periodically check these websites will be at the bidder's sole risk.

The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.

Description
Contractor shall repair and restore two cooling towers, as a sub-component to the heating, ventilation and air conditioning system, located at the Barstow California Veterans Home.

STATE OF CALIFORNIA

ARNOLD SCHWARZENEGGER, Governor

DEPARTMENT OF VETERANS AFFAIRS

Post Office Box 942895
Sacramento, California 94295-0001

**INVITATION FOR BID****Notice to Prospective Bidders****June 26, 2009**

You are invited to review and respond to this Invitation for Bid (IFB), entitled **29GS0006 Cooling Towers Repair at the Barstow California Veterans Home**. In submitting your bid, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site www.ols.dgs.ca.gov/standard+language. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

A state agency shall require a company that submits a bid or proposal with respect to a contract for goods or services, that currently or within the previous three years has had business activities or other operations outside of the United States, to certify that the company is not a scrutinized company. (PCC 10478(a)).

A "scrutinized company" means a company in Sudan that is involved in power production activities, mineral extraction activities, oil-related activities, or the production of military equipment. (PCC 10476)

A scrutinized company is ineligible to, and shall not, bid on or submit a proposal for a contract with a state agency for goods or services. (PCC 10477(a))

In the opinion of Department of Veterans Affairs, this Invitation for Bid is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this IFB is:

Keith Wynkoop
Department of Veterans Affairs
Contract Office
1227 O Street, Room 100
Sacramento, CA 95814
(916) 653-2621
keith.wynkoop@cdva.ca.gov

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

SIGNED

Keith Wynkoop
Contract Analyst

HONORING CALIFORNIA'S VETERANS

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A) Purpose and Description of Services

1. Services shall be accomplished at the Home located at 100 East Veterans Parkway. Barstow California, 92311.
2. Contractor shall repair and restore two cooling towers, as a sub-component to the heating, ventilation and air conditioning system, located at the Barstow California Veterans Home.
3. Contractor shall remove corrosion from the cooling towers and remove, fabricate, and apply new metal-panel patches to the units.
4. Contractor shall applying primer, rust converter, and sealer to units and shall install new PVC support bases, honeycomb fill packs, drift eliminators and louvers.
5. Contractor shall replace all spray nozzles and associated piping.
6. The tentative term of the contract shall be September 1, 2009 or upon approval whichever is later through December 30, 2009, however, it is expected that the actual work-on-site will be a total of 30 working days or less.

B) Bidder Minimum Qualifications

1. The Contractor shall be an individual or firm licensed to do business in California and be in good standing with the Secretary of State.
2. Contractor must possess a C-20, Warm-Air Heating, Ventilating and Air-Conditioning Contractor's license.
3. Bidder must have at least three (3) years of experience in providing cooling tower repair services.

C) Bid Requirements and Information

1) Key Action Dates

It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

Event	Date	Time
IFB available to prospective bidders	June 26, 2009	
Mandatory Pre-Bid Conference and/or Walk Through	July 15, 2009	10:00 A.M..
Written Question & Answer Period Prospective Bidders' Questions are due	at the Mandatory Pre-Bid Conference	
Answers Available	at the Mandatory Pre-Bid Conference	
Final Date for Bid Submission	August 17, 2009	3:00 P.M.
Bid Opening 1227 O Street, Room 100 Sacramento, CA 95814	August 17, 2009	3:15 P.M.
Anticipated Contract Start Date	September 1, 2009, or upon final approval whichever is later	

2) Mandatory Pre-Bid Conference and Walk-Through.

A mandatory pre-bid conference is scheduled in the Administration Building at the Barstow Veterans Home (please see the table displayed in the Key Action Dates paragraph above for date and time). The Home is located at 100 East Veterans Parkway, Barstow, CA 92311. Specific directions to the Plant Operations Building may be received from conference coordinator, **Mr. Alonzo Carr at (760) 252-6201**. All questions regarding this solicitation, as well as a tour of the worksite, will be answered at the mandatory pre-bid conference. No written questions will be accepted. You must attend the conference in order to submit a bid and to better gauge the range and extent of the work involved, which will assist you in determining your final bid amount.

3) Written Question and Answer Period

No written questions related to the Scope-of-Work or the Budget Details will be accepted for this IFB.

4) Submission of Bid

- a) All bids must be submitted under **sealed** cover and sent to Department of Veterans Affairs (CDVA) by dates and times shown in Section C, Bid Requirements and Information, Item 1) Key Action Dates, (page 4). The sealed cover must be plainly marked with the IFB number and title, must show your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

Your Firm Name
Your Street Address/PO Box #
Your City, State and Zip Code

IFB **29GS0006** – Cooling Towers Repair
Attention: **Keith Wynkoop**
Department of Veterans Affairs - Contract Office
1227 O Street, Room 100
Sacramento, CA 95814

DO NOT OPEN

Bids not submitted under sealed cover may be rejected.

A minimum of 2 copies of the bid must be submitted.

Mail or deliver bids to the following address:

Department of Veterans Affairs
Contract Office
1227 O Street, Room 100
Sacramento, CA 95814

- b) All bids shall include the documents identified in Section E, Required Attachment Checklist (see page 11). Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- c) All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
- d) Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.

- e) A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive an immaterial deviation in a bid. The State's waiver of immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- f) Costs for developing bids and in anticipation of award of the agreement is entirely the responsibility of the bidder and shall not be charged to the State of California.
- g) An individual who is authorized to bind the bidder contractually shall sign the Bid/Bidder Certification Sheet, **page 12**. The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- h) A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- i) A bidder may withdraw its bid by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- j) The awarding agency may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- k) The awarding agency reserves the right to reject all bids. The agency is not required to award an agreement.
- l) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.
- m) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- n) The State does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. The GTC may be viewed at Internet site www.dgs.ca.gov/contracts.
- o) No oral understanding or agreement shall be binding on either party.
- p) Bidder must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading STANDARD FORMS; select "Forms Search", and enter the form number "204". No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- q) Bidder must sign and submit to the awarding agency, **page one (1)** of the Contractor Certification Clauses (CCC), which can be found on the Internet at www.dgs.ca.gov/contracts

5) Evaluation and Selection

- a) The public bid opening will be at the California Department of Veterans Affairs - Headquarters Building - **1227 O Street - Room 100, Sacramento, California 95814**. You will be asked to show a valid photo ID card before signing into the building. Please notify **Keith Wynkoop** if you plan on attending.
- b) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- c) The State will evaluate each bid to determine its responsiveness to the published requirements.

- d) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.
- e) Award if made, will be to the lowest responsive responsible bidder.

6) Award and Protest

- a) Whenever an agreement is awarded under a procedure, which provides for competitive bidding, but the agreement is not to be awarded to the low bidder, the low bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the agreement.
- b) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the agreement
- c) If any bidder, prior to the award of agreement, files a protest with the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605 and the Department of Veterans Affairs on the grounds that the (protesting) bidder is the lowest responsive responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- d) Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the awarding agency a detailed written statement specifying the grounds for the protest. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, California 95605. A copy of the detailed written statement should be mailed to the awarding agency. It is suggested that you submit any protest by certified or registered mail.
- e) Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- f) Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC), which can be found on the Internet at www.dgs.ca.gov/contracts. This document is only required if the bidder has not submitted this form to the awarding agency within the last three (3) years.

6) Disposition of Bids

- a) Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b) Bid packages may be returned only at the bidder's expense, unless such expense is waived by the awarding agency.

7) Agreement Execution and Performance

- a) A person who is authorized to legally bind the awarded Contractor Contractually shall sign the contract and execute the required number of copies of the Contract documents and return them within ten (10) working days. The Contract will not be of any force or effect until fully approved
- b) Performance shall start not later than the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.

- c) All performance under the agreement shall be completed on or before the termination date of the agreement.

D) Preference Programs

The standard contract language for the preference programs can be found at the Internet web sites listed below:

- 1) **Small Business Preference**
www.pd.dgs.ca.gov/smbus/sbcert.htm
- 2) **Target Area Contract Preference Act (TACPA)** – Not applicable for this IFB
www.pd.dgs.ca.gov/edip/tacpa.htm
- 3) **Local Agency Military Base Recovery Area (LAMBRA) Act** – Not applicable for this IFB
www.pd.dgs.ca.gov/edip/lambra.htm
- 4) **Enterprise Zone Act (EZA)** – Not applicable for this IFB
www.pd.dgs.ca.gov/edip/eza.htm

E) Required Attachments

It is the intent of the California Legislature that every State procurement authority honor California's disabled veterans by taking all practical actions necessary to meet or exceed the disabled veteran business enterprise participation goal of a minimum of three percent (3%) of total contract value. The Disabled Veteran Enterprise Program (DVBE) program was created for this purpose. Under Senate Bill 115, Section 999.5, an incentive program was established.

All bidders for this IFB must meet a minimum of 3% of the bid amount with a DVBE or provide documentation of a "Good Faith Effort" as defined under the DVBE Resource Packet to be considered responsive for this IFB. If the bidder does not respond to the DVBE requirements, the bid will be considered non-responsive and ineligible for award.

An explanation of the DVBE requirements can be found at the Internet web site www.pd.dgs.ca.gov/dvbe/default.htm. Select "Publications and Forms", then "Documentation of Disabled Veteran Business Enterprise Program Requirements Forms STD 840 and STD 840A" and "DVBE Resource Packet".

The form **GSPD-05-105 Bidder Declaration**, referenced on the Form STD 840, can be found at the DGS web site <http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>

STD Form 843, Disabled Veterans Business Enterprise Declarations can be found at the following website: <http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf>

DVBE INCENTIVE: In accordance with Military and Veterans Code §999.5(a) an incentive will be given to bidders who meet the DVBE requirements, either through achieving the minimum DVBE participation or achieving less than the minimum DVBE participation and completing a Good Faith Effort. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State. The following scale will apply to bids achieving DVBE participation requirements.

Confirmed DVBE Participation of:	DVBE Incentive Percentage:
4% and above	5%
3% up to 4%	3%
2% up to 3%	2%
1% up to 2%	1%

Application of the DVBE incentive CANNOT displace a California certified Small Business.

An explanation of the DVBE Incentive can be found at the Internet web site <http://www.pd.dgs.ca.gov/dvbe/dvbeincentive>.

The CDVA SB/MB/DVBE Advocate is Paul Fillingame at 916-651-3064, paul.fillingame@cdva.ca.gov

Refer to the following pages for additional Required Attachments that are a part of this agreement.

ATTACHMENT 1

Bidder's Company Name:

REQUIRED ATTACHMENT CHECK LIST

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to the State. For your bid to be responsive, all required attachments must be returned. This checklist should be returned with your bid package also.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Checklist - Required from all bidders
_____ Attachment 2	Bid/Bidder Certification Sheet - Required from all bidders
_____ Attachment 3	Darfur Contracting Act - Required from all bidders
_____ Attachment 4	Bidder References - Required from all bidders
_____ Attachment 5	Labor Code Certification. Required from all bidders.
_____ Attachment 6	Non-Collusion Affidavit. Required from all bidders. <u>This form must be notarized.</u>
_____ Attachment 7	Payment Bond. From awarded contractor only. When the contract price exceeds \$5,000 and upon contract award, the Contractor will be required to submit a Payment Bond in an amount of one hundred percent (100%) of the contract price, prior to beginning work, securing payment for laborers, mechanics and materials suppliers used on the work under contract. The Payment Bond, in duplicate, must accompany the contract, and must be prepared on State form STD. 807.
_____ Attachment 8	Bidder's security / bond. Each bidder must provide one of the following forms of bidder's security to accompany each bid: Bidder's bond, cash, a cashier's check, or a certified check. The security must be in an amount equal to ten percent (10%) of the amount bid. A bidder's bond, if used, must be executed by an admitted surety insurer and made payable to the California Department of Veterans Affairs. A bidder's bond form (a form in-lieu-of cash, cashier's check or certified check) is located at Attachment 8 however; other bidder's bond forms are acceptable.

ATTACHMENT 2

BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions.

Please do not return IFB Sections A through E (pages 4 through 10) and do NOT return "Sample Agreement" (pages 21 through 33).

- A. Our all inclusive bid is \$ _____
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

An Unsigned Bid/Bidder Certification Sheet May Be Cause For Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
E-mail Address:		
5. ☐ Partnership		
Indicate your organization type:	4. ☐ Sole Proprietorship	
6. ☐ Corporation	6a. ☐ L.L.C. Limited Liability Corporation	
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Bidder's Name (Print)	11. Title	
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business and DVBE Certification as: a. California Small Business Enterprise Yes ☐ No ☐ If yes, enter certification number: _____ b. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter certification number _____ NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSBCR, if an application is pending:		

Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the
Bid/Bidder Certification Sheet by following the instructions below.

Item Number s	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6, 6a	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals. Or a Limited Liability Corporation
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

**ATTACHMENT 3
DARFUR CONTRACTING ACT**

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. We do not currently have, or we have not had within the previous
 Initials three years, business activities or other operations outside of the United States.

OR

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

OR

3. We currently have, or we have had within the previous three years,
 Initials business activities or other operations outside of the United States,
 + certification but we certify below that we are not a scrutinized company
 below as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>Proposer/Bidder Firm 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>

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California Department of Veterans Affairs
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ATTACHMENT 4
(MANDATORY)

Bidder's Company Name:

BIDDER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid will cause your bid to be rejected and deemed nonresponsive.

List below three references of similar types of services performed within the last five years. If three references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Email Address		Cell Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			
REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Email Address		Cell Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			
REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Email Address		Cell Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

ATTACHMENT 5
LABOR CODE CERTIFICATION

PROJECT TITLE: Cooling Towers Repair at the Barstow California Veterans Home

CONTRACT NUMBER 29GS0006

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

- A. I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.
- B. It is hereby mutually agreed that the Contractor shall forfeit to the State a penalty of fifty dollars for each calendar day, or portion thereof, for each worker paid by him or her, or subcontractor under him or her, less than the prevailing wage so stipulated and in addition the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.
- C. It is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the Contractor shall forfeit, as a penalty to the State, Twenty-Five Dollars for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week, in violation of Labor Code Sections 1810-1815, inclusive.
- D. Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.
- E. Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. The contractor and each subcontractor must comply with the requirements of Labor Code Section 1777.5 and any related regulations regarding the employment of registered apprentices.
- F. Each Contractor and subcontractor shall comply with Labor Code Section 1776 regarding record keeping.

CONTRACTOR'S LICENSE NO.: _____

CONTRACTOR NAME : _____

ADDRESS: _____

FEDERAL EMPLOYER I.D. NO.: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

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ATTACHMENT 6

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
 CONTRACTOR AND SUBMITTED WITH CONTRACT FOR PUBLIC WORKS**

(This form must be notarized)

STATE OF CALIFORNIA)
) SS
 COUNTY OF _____)

_____, being first duly sworn, deposes and

says that he or she is _____ of
 (position or title)

 (the contractor)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Dated: _____
 (person signing for contractor)

By _____

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29GS0006 Cooling Towers Repair
California Department of Veterans Affairs
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ATTACHMENT 7

PAYMENT BOND TO ACCOMPANY CONSTRUCTION CONTRACT
(CIVIL CODE SECTION 3247)

BOND NO. _____

The premium on this bond is _____ for the term _____

Know All Men By These Presents:

That The State of California, acting by and through the _____
has awarded to _____ whose address is _____
(CONTRACTOR/ PRINCIPLE)

FROM AWARDED VENDOR ONLY

_____ as Principle, a contract for the work described as follows:

WHEREAS, The provisions of Civil Code Section 3247 require that the Principle file a bond in connection with said contract and this bond is executed and tendered in accordance therewith.

NOW THEREFORE, Principle and _____, a corporation organized
(SURETY)

under the laws of _____, and authorized to transact a general surety business
in the State of California, as Surety, are held and firmly bound to the People of the State of California in the penal sum of

_____ (_____), for which payment

we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

1. That if said Principle or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principle and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the Surety herein will pay for the same, otherwise this obligation is to be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.
2. This bond shall insure to the benefit of any persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.
3. The aggregate liability of the Surety hereunder, including costs and attorney fees, on all claims whatsoever shall not exceed the penal sum of the bond in accordance with the provisions of Section 996.470(a) of the Code of Civil Procedure.
4. This bond is executed by the Surety, to comply with the provisions of Chapter 7, Title 15, Part 4, Division 3 of the Civil Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.
5. This bond may be cancelled by the Surety in accordance with the provisions of Section 996.310 et seq. of the Code of Civil Procedure.
6. This bond to become effective _____

(NAME OF SURETY)

(ADDRESS)

I certify (or declare) under penalty of perjury that I have executed the foregoing bond under an unrevoked power of attorney.

Executed in _____ on _____

(CITY AND STATE)

(DATE)

under the laws of the State of California.

(SIGNATURE OF ATTORNEY IN FACT)

(PRINTED OR TYPED NAME OF ATTORNEY IN FACT)

STATE OF CALIFORNIA
STD. 807 (REV 9187)

Invitation for Bid
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ATTACHMENT 8

BIDDER'S BOND

STATE OF CALIFORNIA
DEPARTMENT OF VETERANS AFFAIRS

KNOW ALL MEN BY THESE PRESENTS:

That we,

as Principal, and

as Surety, are held and firmly bound unto the State of California, hereinafter called the State, in the penal sum of ten percent (10%) of the total amount of the bid of the Principal above named, submitted by said Principal to the State of California, Department of Veterans Affairs, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such that:

W HEREAS, the Principal has submitted the above-mentioned bid to the State of California, Department of Veterans Affairs, for certain services / construction specifically described as follows, for which bids are to be opened at the California Department of Veterans Affairs, 1227 O Street, Sacramento, CA 95814-5840, for Invitation for Bid 29GS0006, Cooling Towers Repairs at the Barstow California Veteran Home, 100 East Veterans Parkway, Barstow, CA 92311

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the two bonds with the Department, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Oblige and judgment is recovered, the Surety shall pay all costs incurred by the Oblige in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20____.

	(SEAL)
	(SEAL)
	(SEAL)
Principal	
	(SEAL)
	(SEAL)
	(SEAL)
Surety	

NOTE: Signatures of those executing for the Surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____ ss

On this _____ day of _____ in the year of 20____ before me, a notary public in and for the county and state aforesaid, personally appeared, _____ known to me to be the person whose name is subscribed to the within instrument and known to me to be the attorney-in-fact of

_____ and acknowledged to me that he subscribed the name of the said company thereto as surety, and his own name as attorney-in-fact.

(SEAL)

Notary Public

Note to Bidders:

The following pages represent a sample of the contract that will be awarded, if any, from this IFB.

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD. 213 (Rev 06/03)

AGREEMENT NUMBER

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of Veterans Affairs

CONTRACTOR'S NAME

CONTRACTOR NAME

2. The term of this Agreement is: DATE * through DATE
* or upon approval whichever is later

3. The maximum amount of this Agreement is: \$ THE NUMERICAL AWARDED DOLLAR AMOUNT
(THE AWARDED DOLLAR AMOUNT SPELLED)

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:

Exhibit A – Scope of Work

2 Page(s)

Exhibit B – Budget Detail and Payment Provisions

1 Page

Exhibit C* – General Terms and Conditions

GTC 307

Check mark one item below as Exhibit D:

☒ Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)

4 Page(s)

☐ Exhibit D* Special Terms and Conditions

Exhibit E- Additional Provisions

5 Page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of the Agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+I

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than individual, when not a partnership,

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

☐ Exempt per _____

Contractor's Name
29GS0006 Cooling Towers Repair Services
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EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide to Department of Veterans Affairs (CDVA) cooling towers repair services as described herein.
2. The services shall be performed at the Barstow California Veterans Home, located at 100 East Veterans Parkway, Barstow CA 92311.
3. The Contractor shall perform the work of this contract only during normal workdays and within the normal work hours of the Veterans Home of California, Barstow, Plant Operations, (Monday-Friday—7:30 AM to 4:00 PM). After hours work, work on Saturdays, Sundays and holidays will not be permitted unless the Contractor obtains written approval from the Chief of Plant Operations at least Three (3) days in advance. In addition, the Contractor shall accomplish work-on-site within 30 working days at maximum unless the Contractor obtains written approval from the Chief of Plant Operations at least Three (3) days in advance.
4. The project representatives during the term of this agreement will be:

Contract Manager	Project Representative
State Agency: Barstow California Veterans Home	Contractor:
Name: Alonzo Carr	Name:
Phone:	Phone:
E-mail:	E-mail:
Fax:	Fax:

Direct all contract inquiries to:

Contract Analyst	Contractor Representative
California Department of Veterans Affairs	Contractor:
Section/Unit: Office of Procurement and Contracting	Section/Unit:
Attention: Keith R. Wynkoop	Attention:
Address: 1227 O Street Sacramento, CA 95814-5840	Address:
Phone: (916) 653-2621	Phone:
E-mail: keith.wynkoop@cdva.ca.gov	E-mail:
Fax: (916) 651-9089	Fax:

Contract Managers may be changed by issuing a 20-day prior written notification and shall not require a formal amendment to this Agreement. The notifying party shall provide complete contact information for the replacement Contract Manager including, name, title, mailing address, phone and fax number.

All other changes require a formal written amendment to this agreement.

5. Contractor shall repair and restoring two cooling towers.
 - A. Contractor shall deactivate and restore one cooling tower at a time while ensuring full chiller operation remains in effect for hospital cooling.
 - B. Contractor shall remove and dispose of all existing fill media.

Contractor's Name
29GS0006 Cooling Towers Repair Services
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EXHIBIT A
(Standard Agreement)

- C. Interior Surfaces: Contractor shall remove corrosion blisters and loose rust from interior surfaces using mechanical devices, sand blasting and grinding techniques. All interior surfaces shall be brought to bright metal before a polyurethane sealer coating rated at Belzona immersion grade is applied.
- D. Contractor shall let sealers cure for eight hours, prior to applying premier liner polyurethane, a two-component compound that is applied to all basin surfaces hot decks, internal fan motor supports, belt guards and structural I beam members. Contractor will let it cure for twelve hours.
- E. Contractor shall remove severely corroded panels. New panel-patches shall be matched to surrounding panels using 16-18 gauge metal.
- F. Contractor shall apply a rust converter to exposed metal surfaces.
- G. Contractor shall apply an adhesion promoter sealant/premier to previously coated surfaces.
- H. Contractor shall install new PVC support bases, install honeycomb fill packs, integral louvers, drift eliminators, and new PVC corrugated air intake louvers.
- I. Contractor shall replace all spray nozzles and associated piping .
- J. The Contractor shall install parts and then restore cooling temperatures and air flows to the manufacture specifications.
- K. Contractor will provide recommendations for future preventive maintenance to Contract Manager upon completion.

Contractor's Name
29GS0006 Cooling Towers Repair
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EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- a. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rate listed below:

LUMP SUM: \$ AWARDED DOLLAR AMOUNT

- B. Invoices shall be itemized and shall include the Agreement Number, dates-of-service, hours-of-service, type of work performed, breakdown for cost of parts and materials, labor charges, total amount of charges. Invoices shall be submitted in duplicate in arrears to:

<u>Original Signed Invoice</u>	<u>Approval Copy of Invoice</u>
CA Department of Veterans Affairs	Barstow California Veterans Home
VHC Accounting Office, Room 403	Attn: Mr. Alonzo Carr
P.O. Box 942895	100 East Veterans Parkway
Sacramento, CA 94295-001	Barstow, CA 92311

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year 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. Prompt Payment Clause

- A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Contractor's Name
29GS0006 Cooling Towers Repair
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EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

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

2. Settlement of Disputes

- A. The Contractor may dispute and appeal a decision or action by the State arising out of the Interpretation or administration of this Agreement. A written dispute notice shall be submitted to the Contract Manager within thirty (30) calendar days from the date the Contractor receives notice of the decision or action in dispute.
- B. The Contractor's dispute notice shall state, on the basis of the most accurate information then available to the Contractor, the following:
- 1) That it is a dispute pursuant to this Section.
 - 2) The date, nature and circumstances of the conduct, which is the subject of dispute.
 - 3) The names, telephone numbers, function, and activity of each contractor, subcontractor, State official, or employee involved in or knowledgeable about the conduct.
 - 4) The identification of any documents and the substance of any oral communications involved in the conduct. Copies of all identified documents shall be attached.
 - 5) The reason why the Contractor is disputing the conduct.
 - 6) The cost impact to the Contractor directly attributable to the alleged conduct, if any.
 - 7) The Contractor's desired remedy.
- C. The State and the Contractor agree to try to resolve all contractual issues by negotiation and mutual agreement at the Contract Manager level. The parties recognize that the implementation of this policy depends on open-mindedness, and the need for both sides to present adequate supporting information on matters in question. Any disputes concerning performance of this Contract will be decided by the Contract Manager in a written decision stating the factual basis for the decision. Before issuance of the Contract Manager's decision, informal discussions between the parties by the individuals who have not participated substantially in the matter in dispute will be considered by the parties in efforts to reach mutual agreement.
- D. The Contract Manager will render a decision or request additional substantiating documentation from the Contractor within thirty (30) days of receipt of the Contractor's appeal. A copy of the decision will be provided to the Contractor. The decision shall be final and conclusive unless, within thirty (30) days from the date of the decision, the Contractor files a written appeal addressed to the Secretary, California Department of Veterans Affairs.
- E. The Secretary's decision shall be final and conclusive unless the decision is arbitrary, capricious, and grossly erroneous or if any determination of fact is unsupported by substantiating evidence. The Secretary's decision will be in writing and may encompass facts, interpretations of the Contract, and determination or application of law. The Contractor may, prior to the Secretary's decision, present oral or documentary evidence, and arguments in support of the Contractor's appeal. The decision will either:
- 1) Find in favor of the Contractor, in which case the Secretary may:
 - (a) countermand the earlier conduct which caused the Contractor to file a dispute; or

Contractor's Name
29GS0006 Cooling Towers Repair
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EXHIBIT D
(Standard Agreement)

- (b) Reaffirm the conduct and, if there is a cost impact sufficient to constitute a change in obligations pursuant to the payment provisions, direct the State to comply with that Section.
- 2) Deny the Contractor's dispute and, where necessary, direct the manner of future performance; or
- 3) Request additional substantiating documentation in the event the information in the Contractor's dispute or appeal is inadequate to permit a decision to be made under paragraphs (a) or (b) above, and will advise the Contractor as to what additional information is required, and establish how that information will be furnished. The Contractor shall have thirty (30) days to respond to the Secretary's request for further information. Upon receipt of this additional requested information, the Secretary will have thirty (30) days to respond with a decision. Failure to supply additional information required by the Secretary within the time period specified above shall constitute waiver by the Contractor of all claims.
- 4) Attorney's fees and costs for any dispute or subsequent trial shall be borne by the respective parties. Trial by jury is waived by both parties, and any trial in superior or municipal court shall be by a judge alone. Any litigation arising out of this Contract shall be conducted in a California Court pursuant to California law.

F. Contractor shall continue with the responsibilities under this Agreement during any dispute.

3. Right to Terminate (SCM 7.85)

- A. The State reserves the right to terminate this agreement subject to thirty (30) days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.
- B. However, the agreement can be immediately terminated for cause. (Refer to GTC, Exhibit C, Item 7. Termination for Cause)

4. Potential Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. Evaluation of Contractor

1. Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. A copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.
2. Within sixty (60) days after the completion of this Agreement, the Contract Manager shall complete a written evaluation of Contractor's performance under this Agreement. If Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the State Department of General Services, Office of Legal Services, and to Contractor within 15 working days of the completion of the evaluation. (PCC 10369)

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EXHIBIT D
(Standard Agreement)

6. Non-Eligible Alien – All Sole Proprietor Contracts – (SCM 2.07)

Contractor shall comply with US Code, Title 8, Section 1621 (a), (b), (c), and (d), concerning aliens or immigrants ineligible for State and local public benefits.

7. Additional Costs

If the costs incurred are a result of unforeseen environmental occurrences or additional Legislative mandates, outside of CDVA and the Contractor's control; parties agree to reach an amicable cost apportionment and amend the contract accordingly.

8. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failures of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

9. Insurance Requirements

- A. When Contractor submits a signed contract to the State, Contractor shall furnish to the State a certificate of insurance, stating that there is commercial general liability insurance presently in effect for the Contractor of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.
- B. The certificate of insurance will include provisions below in their entirety:
 - 1) That the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.
 - 2) That the State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this contract are concerned.
 - 3) That the State will not be responsible for any premiums or assessment on the policy.
- C. Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.
- D. The Department will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.
 - 1) Environmental Insurance - The Contractor shall maintain Pollution Liability covering the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or service to be performed under this contract. Coverage shall be provided for both work performed on site as well as proper disposal of hazardous materials. Limits of not less than \$1,000,000 shall be provided.

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EXHIBIT D
(Standard Agreement)

- (a) The insurance must be issued by an insurance company acceptable to DGS/ORIM or be provided through partial or total self-insurance acceptable to DGS.
 - (b) The contractor must furnish to the State a certificate of insurance showing that a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined, is presently in effect for the contractor.
 - (c) The certificate of insurance shall show that hazardous activities are protected through commercial general liability insurance. Additional insurance, such as automobile liability insurance may be required if motor vehicles are used in the performance of the contract.
 - (d) The certificate of insurance must provide that the insurer will not cancel the insured's coverage without 30 days prior written to the State.
 - (e) The certificate of insurance must provide that the State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the State of California under the contract.
 - (f) The certificate of insurance shall meet such additional standards as may be determined by the contracting state agency, either independently or in consultation with DGS/ORIM, as necessary for protection of the State.
- E. Automobile Liability Insurance - The Contractor shall furnish to the State a certificate of insurance evidencing automobile liability insurance presently in effect for the Contractor for not less than \$1,000,000 per accident while utilizing a motor vehicle in the performance of this contract. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. For contracted services involving transportation of hazardous materials, evidence of an MCS-90 endorsement is required.
- F. Worker's Compensation Insurance – The Contractor shall furnish to the State a certificate of insurance evidencing workers compensation insurance and employer's liability presently in effect with limits not less than \$1,000,000 by an insurance carrier licensed to write Workers' Compensation Insurance in California. Such certificate shall include the name of the carrier, policy inception and expiration dates. If the Contractor is self-insured for workers compensation, a certificate must be presented evidencing Contractor is a qualified self insurer in the State of California.
- G. Professional Liability. – Covering any damages caused by an error, omission, or any negligent acts. Limits of not less than \$1,000,000 per occurrence and \$3,000,000 in aggregate.

10. HIPAA Privacy Protection

- A. For the purpose of this contract Contractor shall comply with the federal Health Insurance Portability and Accountability Act (HIPAA), as well as State and Federal requirements for privacy protection. The definitions and obligations required by the HIPAA Standards for Privacy of Individually Identifiable Health Information (U.S.C. 1320d et seq.), and its implementing regulations including but not limited to 45 Code of Federal Regulations parts 142, 160, 162, and 164, hereinafter referred to as the Privacy Rule, remain enforce and applicable for access to protected health information to include electronic protected health information.

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EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

1. DVBE Reporting Requirements

The Contractor agrees to provide verification, in a form agreed to by the State, that DVBE subcontractor participation under this Agreement is in compliance with the goals specified at the time of award of the contract, or with any subsequent amendment. At the request of the state, the Contractor agrees to provide a list of invoices, dates paid, and amounts paid to the DVBE subcontractor's.

2. REQUIREMENTS

a) Contractor shall cooperate with the Department of Veterans Affairs (CDVA) authorities and shall observe and comply with all regulations presently in force on CDVA grounds.

b) Licenses and Permits

Contractor shall possess a valid **C-20, Warm-Air Heating, Ventilation and Air-Conditioning Contractor's license** to practice HVAC services in California as well as any other professional certifications required for the practice of the specialty. Contractor shall submit a copy of licenses held as a Warm Air Heat, Ventilating, Air Conditioning Contractor who is to provide services to the Home under this Agreement.

The Contractor shall be an individual or firm currently licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this contract. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

3. THE WORK

a) Work Site

- 1) Contractor shall be responsible for, provide, and maintain all proper temporary walks, roads, guards, railing, lights and warning signs and shall take precautions at all time to avoid injury or damage to any person or any property.
- 2) No advertising of any description will be permitted in or about the work, except by order of the State.
- 3) Contractor having control of the work shall clean up the work as it progresses. At frequent intervals and at all times when directed by State, contractor shall remove and dispose of all rubbish, excess excavated material, and debris. Contractor shall protect all adjoining and nearby State and public property, buildings, roads, and streets from dust, dirt, debris, or other nuisance arising out of contractor's operations.
- 4) At completion the work site shall be cleared of tools, false work, equipment and rubbish and the entire project, including surrounding premises, shall be left in proper, clean condition. Upon completion of the work or as directed, contractor shall place premises and adjacent property in good condition.

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EXHIBIT E
(Standard Agreement)

- 5) Contractor shall be entirely responsible for any damage to the property due to hauling or other causes attributable to this work. All such damaged portions shall be repaired when directed and as required to place them in as good condition as existed before the commencement of the work.

b) Changes

- 1) If any conflict arises between provisions of the plans, specifications, scope of work, and any such law, then contractor shall notify the State at once.
- 2) Whenever the necessity for a change arises either at the request of the Contractor or at the request of the State, the contractor shall prepare a full and completely detailed estimate of cost and time for the change. Upon approval, contractor shall proceed on a time and material basis, keeping an accurate daily record of the cost of labor and material used. Contractor will only be paid for actual additional work performed.
- 3) Changes in the work made necessary due to unexpected or unforeseen site conditions, discovery of errors in plans, specifications, or scope of work requiring immediate clarification in order to avoid a serious work stoppage, or changes of a kind where the extent cannot be determined until completed are types of emergency changes which may be authorized by the State in writing to contractor.

c) Acceptance

- 1) Until the State makes formal acceptance of the work, contractor shall have the charge and care and shall bear the risk of injury or damage to any part of the work.
- 2) The State will accept work performed under this contract in writing when all work has been completed satisfactorily to the State. In judging the work, no allowance for deviations from the original scope of work will be made unless already approved in writing at the proper times and in the manner called for in the contract.

d) Rejection

- 1) Should any portion of the work or materials fail to comply with the scope of work or provisions listed herein, the work or materials will be rejected. Contractor will immediately correct the work or materials in question, to the satisfaction of the State.
- 2) Any work done that does not comply with any laws, rules, or regulations will be remedied at contractor's expense.

e) Guarantees

Contractor shall unconditionally guarantee the work of the contract to be free of defects in workmanship and materials for a period of one year from date of State's acceptance of the work.

4. TIME

a) Schedule

State will designate the starting day of the contract when contractor shall immediately begin and diligently prosecute the work to completion. Contractor shall coordinate with the Contract Manager to establish a schedule of the work to be performed. This schedule will coordinate any interruptions to State operations if necessary.

Contractor's Name
29GS0006 Cooling Towers Repair
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EXHIBIT E
(Standard Agreement)

b) Extensions

Contractor is obligated to satisfactorily complete the work on or before the contract's expiration date. If the work called for under the contract is not completed within the time specified, the State shall have the right to extend or not extend the time limit for its completion as may best serve the interest of the State.

5. LABOR

- a) Contractor shall observe strictly that workers, laborers, or mechanics specifically skilled in the class of work required shall perform all work and that workmanship shall be of the best regardless of the quality of materials. Contractor shall at all times provide sufficient, competent labor to properly carry on the work and ensure completion within the contract time.

b) Apprentices

Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. The contractor and each subcontractor must comply with the requirements of Labor Code Section 1777.5 and any related regulations regarding the employment of registered apprentices.

c) Prevailing wages – (Rates can be viewed at www.dir.ca.gov/DLSR)

- 1) In accordance with the provisions of Section 1770 and 1773 of the Labor Code, contractor and any subcontractor shall conform to the general prevailing wages as determined by the Director of Industrial Relations. Copies of these wage rate determinations or amendments may be reviewed at the principal office of the contracting agency.
- 2) In accordance with Labor Code section 1813, contractor shall forfeit to the State a penalty of twenty-five dollars (\$25) for each calendar day or portion thereof for any of contractor's workers or subcontractors paid less than the stipulated prevailing wage.
- 3) Contractor further agrees to pay each worker the difference between the actual amount paid for each calendar day or portion thereof, and the stipulated prevailing wage rate. This provision does not apply to properly registered apprentices.
- 4) In accordance with Labor Code sections 1810, 1811, and 1814, the maximum hours a worker will be employed is limited to eight (8) hours a day and 40 hours a week, except as permitted below. Contractor shall forfeit twenty-five dollars (\$25) per day as a penalty to the State for each worker employed under the contract in violation of this law.
- 5) In accordance with Labor Code section 1815, contractor is permitted to employ workers more than eight (8) hours a day and 40 hours a week at not less than 1 1/2 times the basic rate of pay.

d) Payroll records

Contractor and subcontractors shall keep accurate payroll records on each journey level employee, apprentice, other worker or employee working under this contract. Contractor shall provide a certified copy of payroll records when requested by an employee, public, State, Division of Labor Standards Enforcement, or Apprenticeship Standards of Department of Industrial Relations. Contents of payroll records and obligations for making information available are found in Labor Code section 1776. Prime contractor shall be responsible for compliance with this section.

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EXHIBIT E
(Standard Agreement)

e) Employment of undocumented aliens – SCM 10.30, A.

"No state agency or department, as defined in Public Contract Code, Section 10357, that is subject to this code, shall award a public works contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works contract, who has, in the preceding five (5) years, been convicted of violating a state or federal law regarding the employment of undocumented aliens. See Public Contract Code, Section 6101."

6. MATERIALS

- a) Brand or trade names are given to establish quality, and no special preference by the State for these manufacturers is intended or implied. Where only one brand or trade name is listed, it is the only brand or trade name known to State for the particular product.
- b) New materials must be used throughout the work incorporated in this contract. Where a particular grade or quality of material is not specified and more than one grade or quality is available to the contractor, the best grade or quality material containing the required characteristics for the purpose intended, normally used in construction of similar work will be used.
- c) Contractor must request approval of all alternate materials. Any such requests should be directed to the designated Contract Manager. No additional compensation will be allowed for the installation of approved substitute items.
- d) Storage
 - 1) When necessary, materials shall be stored in a manner that ensures the preservation of their quality and fitness for the work. When State considers it necessary, materials shall be placed on wooden platforms or other hard clean surfaces, and placed under cover. Stored materials shall be available for prompt inspection.
 - 2) In case of suspension of work for any cause, contractor shall be responsible for properly storing all materials.
- e) Recycled Solvents (SCM 7.70)
Contractor agrees to use recycled solvent when contract involves parts cleaning.

7. LIABILITIES

- a) Contractor shall, at own expense, rebuild, repair, restore, and make well all injuries or damages to any portion of the work before its completion and acceptance.
- b) State shall not be answerable or accountable in any manner for any occurrences over which contractor has control and responsibility. This includes injury or damage from any cause that might have been prevented by the contractor or contractor's workers or anyone employed by contractor. Occurrences include but are not limited to injury to any person whether worker or the public, damage to any portion of the work, damage to materials or equipment used, or damage to adjoining property.
- c) Contractor shall be responsible for any damage to any person or property resulting from defects, obstructions, or any other cause during the progress of the work at any time before its completion and final acceptance. State may retain money due contractor under the contract until disposition has been made of any suits or claims for damages filed for injuries or damages sustained by contractor, contractor's servants, or agents.

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- d) Neither the Secretary of CDVA nor any other officer or authorized assistant of the department shall be personally responsible for any liability arising under the contract.

Question and Answers for Bid #29GS0006 - Cooling Towers Repair at the Barstow Veterans Home

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.