

Solicitation 15RS0001

15RS0001 Fire Systems Services - Redding

designation: Public

State of California

15RS0001 15RS0001 Fire Systems Services - Redding

Number **15RS0001**
 Title **15RS0001 Fire Systems Services - Redding**
 Expected Expenditure **\$79,000.00** (This price is expected - not guaranteed)

Start Date **Jun 4, 2015 5:06:27 PM PDT**
 End Date **Jun 15, 2015 3:00:00 PM PDT**
 Question & Answer End Date **Jun 11, 2015 3:30:00 PM PDT**

Contact **Angela DeFrancesco**
Associate Governmental Program Analyst
530-224-3805
angela.defrancesco@calvet.ca.gov

Pre- Conference **Jun 9, 2015 1:00:00 PM PDT**
Attendance is mandatory
Location: Veterans Home California - Redding
3400 Knighton Road
Redding CA 96002

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.

Addendum # 1

New Documents	Bid Rate Sheet Attch 3.xlsx
Removed Documents	Bid Rate Sheet Attch 3.xlsx
Changes were made to the following items:	
15RS0001 Fire Systems Services - Redding	

Description

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.

The California Department of Veteran's Affairs, hereafter referred to as "State" or "CALVET", is inviting responses to this Invitation for Bid (IFB) No. 15RS0001, entitled Fire Systems Services - Redding. In submitting your bid, you must comply with all instructions and requirements contained herein.

Added on Jun 5, 2015:

The Bid Rate Sheet on the list of documents was an incorrect version. The corrected version is now included.

Addendum # 1

DEPARTMENT OF VETERANS AFFAIRS

Veterans Home of California - Redding
3400 Knighton Road, Redding, CA 96002
Telephone: (530) 224-3805
Fax: (530) 224-3301

**INVITATION FOR BID
Notice to Prospective Bidders**

June 3, 2015

The California Department of Veteran's Affairs, hereafter referred to as "State" or "CalVet", is inviting responses to this Invitation for Bid (IFB) No. 15RS0001 entitled Fire Systems Services. In submitting your bid, you must comply with all instructions and requirements contained herein. This IFB package includes the following documents:

- Notice to Prospective Bidders
- Bidder's Checklist
- Bidder Certification
- Bid Rate Sheet
- Payee Data Record - STD 204
- Bidder Declaration - GSPD-05-105
- Commercially Useful Function Certification Form
- Small Business Subcontractor Preference Request
- Disabled Veteran Business Enterprise (DVBE) Participation in Exempt Contracts
- Darfur Contracting Act
- Contractor Certification Clauses (CCC-307)
- Sample Acord Certificate of Insurance
- Sample Standard Agreement (STD 213):
 - Exhibit A – Scope of Work
 - Exhibit B – Budget Detail and Payment Provisions
 - Sample Exhibit B-1 – Rate Sheet
 - Exhibit D – Special Terms and Conditions & Additional Provisions
- ***The following documents are incorporated in this bid package by reference only and are available on the internet at <http://www.ols.dgs.ca.gov/standard+language> under the "Resources" tab. Bidder may request an electronic copy of these documents by contacting the assigned contract analyst listed below.***
 1. Exhibit C - General Terms and Conditions for Private Contractors (GTC-610).
 2. Standard Contractor Certification Clauses (CCC-307)

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It is the opinion of the State that this IFB is complete and without need of explanation. This IFB can be made available in a text-only format as a disability-related reasonable accommodation compliant with the California Government Code and Americans with Disabilities Act (ADA).

Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum. If you have questions or should you need any clarifying information, the contact person for this IFB is:

Angela DeFrancesco, Contract Analyst
California Department of Veterans Affairs
3400 Knighton Road
Redding, CA 96002
Phone: (530) 224-3805
Fax: (530) 224-3301
Email: angela.defrancesco@calvet.ca.gov

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A) PURPOSE AND DESCRIPTION OF SERVICES

The California Department of Veterans Affairs is seeking qualified vendors to contract for Fire Systems Services. The contractor is responsible for meeting all of the required licenses and certifications required to perform the scope of services set forth in this solicitation.

B) BIDDER MINIMUM QUALIFICATIONS

Bidder qualifications and licensing requirements (if any) are specified below and/or in Exhibit A. Unless otherwise stated, Bidder shall meet all qualifications and licensing requirements at the time of the public bid opening.

C) BID REQUIREMENTS AND INFORMATION

1) Key Action Dates

The following dates are set forth for informational and planning purposes only and are subject to change.

IFB Available to Prospective Bidders	Date: June 5, 2015
Mandatory Walkthrough	Date: June 9, 2015 Time: 1:00 p.m.
Deadline for Questions	Date: June 11, 2015 Time: 3:30 p.m.
Deadline for Responses to Questions	Date: June 12, 2015 Time: 3 p.m.
Final Date for Submission of Bid	Date: June 15, 2015 Time: 3 p.m.
Bid Opening	Date: June 15, 2015 Time: 3:30 p.m.
Proposed Award Date	Date: July 1, 2015
Term Start Date	Date: July 1, 2015
Term End Date of Agreement	Date: June 30, 2017

2) Mandatory Walkthrough

Bidder's must attend a Mandatory Walkthrough in order to submit a bid. The Walkthrough will be held at Veterans Home of California – Redding located at 3400 Knighton Road, Redding, CA 96002 at the date and time listed above. A mandatory pre-bid walkthrough is scheduled for the purpose of viewing the facility and/or equipment where the service is required for this IFB. The walkthrough will be held at the Redding California Veterans Home located at 3400 Knighton Road, Redding, CA 96002. All questions regarding this solicitation will be answered at the mandatory walkthrough. No written questions will be accepted. You must attend the walkthrough 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. In the event a potential prime contractor is unable to attend the mandatory walkthrough, an authorized representative may attend in their behalf. The representative may only sign-in for one (1) company. Subcontractors may not represent a potential prime contractor at a mandatory walkthrough. No bid will be accepted unless the bidder or his authorized representative was in attendance.

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3) Submission of Bid

- a) Sealed bids with required documents for this IFB must be properly addressed, marked **“DO NOT OPEN”** and received at the designated address provided below no later than the date and time specified above in Section C.1, Key Action Dates, Final Date for Submission of Bid. Any bid received after the date and time specified in this IFB shall NOT be considered. If multiple bids are being submitted for various IFBs, each bid must be in its own envelope and must comply with all instructions specified in the respective IFB. A postmark on a bid proposal envelope shall not constitute timely delivery.

Bidders are ultimately responsible for ensuring timely receipt of their bid. Bidders may verify receipt of a bid by contacting the CalVet Contract Analyst identified in the cover letter of this IFB. To ensure timely hand delivery, please allow time to date stamp bid.

DELIVERY ADDRESS:

California Department of Veterans Affairs
Attention: Angela DeFrancesco
3400 Knighton Road
Redding, CA 96002
Bid Number: 15RS0001

- DO NOT OPEN -

- b) Bidders are solely responsible for understanding the scope of work and all requirements, terms, conditions, evaluation criteria, etc., before submitting a bid. If the language is unclear or ambiguous, it is Bidder's responsibility to request clarification or assistance before submitting a bid. Please note that no verbal information shall be binding upon the State unless the State issues such information in writing as an official addendum. If the IFB is modified prior to the final bid submission date, the State shall issue an addendum to all bidders that received a bid package. By virtue of submitting a bid, Bidder is accepting the terms and conditions expressed herein. Costs incurred for developing bids and in anticipation of award of the Agreement are the responsibility of Bidder and shall not be charged to the State.
- c) Bidder may modify a bid after its submission by withdrawing the original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, shall not be considered.
- d) Bidder's bid may be withdrawn from consideration by submitting a written withdrawal request to the State, signed by Bidder or an authorized agent prior to the public bid opening. The bid is binding once it is opened by the State and may not be withdrawn without cause.

4) Evaluation and Selection

- a) All bid packages properly received according to the IFB Instructions on or before the bid due date and time shall be publicly opened and the rates read on the date and time specified in Section C.1, Key Action Dates, Bid Opening, at the following address:

California Department of Veterans Affairs
Veterans Home of California – Redding
3400 Knighton Road
Redding, CA 96002

Bidders who plan to attend the public bid opening must notify the CalVet Contract Analyst listed in the cover letter of this IFB within three (3) business days before the date of the public bid opening Section C.1, Key Action Dates, Bid Opening. If Bidder and/or Bidder's representative require reasonable accommodation to participate in the Public Bid Opening, Bidder must contact the CalVet Contract Analyst

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identified in this package and identify what reasonable accommodation(s) is required for Bidder to participate.

- b) The State will evaluate each bid to determine compliance and adherence to all IFB requirements, as well as verification of calculations. The State reserves the right to request clarification of any documents submitted with this bid regarding any and/or all sections of the IFB.
- c) In the event of a precise tie between the lowest responsible bid of a certified small business and a certified micro-business, the contract must be awarded to the micro-business per the Department of General Services (DGS) State Contracting Manual (SCM), Section 8.21C. If a tie persists between any Bidders after the small business preference is applied, a coin toss or lot drawing shall be used to determine the contract award. The coin toss or lot drawing shall be officially witnessed and all affected bidders shall be advised of the tiebreaker method and invited to attend.
- d) Bids that contain false or misleading statements, or which provide references that do not support an attribute condition claimed by the bidder, may be rejected.
- e) No bid shall be considered unless the rate is submitted on the designated Rate Sheet and Bidder Certification form is in conformance with the submission requirements of this IFB.
- f) The bid must be submitted for the entire activity described herein. The State does not accept alternate contract language from a prospective contractor. A bid with such language shall be considered a counter proposal and shall be rejected. Additionally, bids may be rejected if the bid proposal shows any alterations of form, additions not called for, a conditioned or incomplete bid, or erasures and/or irregularities of any kind. Any bid amounts changed after the amounts are originally inserted **MUST** be initialed in original ink by Bidder.
- g) The State reserves the right to reject any and all bid submittal packages and/or waive any immaterial deviations in a bid submittal package and/or allow a Bidder to remedy any immaterial deviations in their bid submittal package. The State reserves the right to determine what constitutes an immaterial deviation in Bidder's bid submittal package. The State's waiver of an immaterial deviation shall in no way modify the IFB document or excuse Bidder from full compliance with all requirements if awarded an Agreement.
- h) The State is not required to award an Agreement resulting from this IFB.
- i) If a previous Agreement with a prospective bidder was terminated for cause, the State reserves the right to hold a responsibility hearing before awarding the Agreement to determine if the bidder is responsible. The bid may be rejected if the State deems, at the conclusion of the responsibility hearing, that the bidder is not responsible.

5) Awards

- a) The award of an Agreement, if it is to be awarded, shall be made to the lowest responsible Bidder whose bid complies with all requirements prescribed herein. In the event Bidder submits more than one (1) bid under this bid process, the State shall select the lowest bid and reject all other bids from this Bidder.
- b) Whenever an Agreement is awarded under a procedure which provides for competitive bidding, but the Agreement is not to be awarded to the low bidder, the low bidder shall be notified by electronic mail, facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the Agreement.
- c) 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.

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6) Protests

- a) If any bidder, prior to the award of Agreement, files a written protest with the Department of General Services, Office of Legal Services (DGS/OLS), 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605 and the California 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.
- b) Within five (5) days after filing the initial protest, the protesting bidder shall file with the DGS 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, CA 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.

7) 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.

8) Agreement Execution and Performance

- a) The successful bidder(s) shall enter into an Agreement with CalVet prepared on a State of California Standard Agreement (STD 213 form, sample attached) and shall include Exhibits A, B, D and E. The approval of an Agreement is contingent upon timely receipt and the State's acceptance of the Contractor's certificates of insurance, bonds, licenses, permits and other required documents.
- b) This Agreement is not valid unless and until approved by DGS or, under its delegated authority, CalVet. The State has no legal obligation unless and until the Agreement is approved. Any work commenced by the Contractor prior to approval may be considered voluntary and the Contractor may have to pursue claim for payment by filing with the California Victim Compensation and Government Claims Board. When the Agreement is fully approved, a copy shall be forwarded to Bidder.
- c) In the event the Bidder is party to an Agreement awarded in a prior CalVet bid for the same services and a contract award is made to Bidder as a result of this IFB, the State shall pay for services using rate(s) in the prior Agreement for the period of time up to and including the term end date of that Agreement. The only exception to this provision occurs when the rate(s) in a subsequent agreement is lower than those of the primary agreement; the state then has the sole right to determine which rate(s) will be applied.
- d) In the event an awarded Contractor fails to commence work at the agreed upon time, CalVet, 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.
- e) All performance under the agreement shall be completed on or before the termination date of the agreement.

D) PREFERENCE AND INCENTIVE PROGRAMS

1) Disabled Veterans Business Enterprise Incentive

- a) 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

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Business Enterprise participation goal of a minimum of three percent (3%) of total contract value. The Disabled Veteran Business Enterprise (DVBE) Certification and Outreach Branch program was created for this purpose. Under Senate Bill 115, Section 999.5, an incentive program was established.

- b) Bidders are NOT required to obtain DVBE participation for award of contract. Nevertheless, DVBE incentive amounts will be applied to bids when possible.
- c) For instructions on how to document DVBE Documentation of Disabled Veteran Business Enterprise Program Requirements, please go to the following website:

<http://www.documents.dgs.ca.gov/pd/poliproc/MASTER-DVBEReqPack-NOT%20GoodsIT.pdf>

- d) DVBE Incentive: A DVBE incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply a DVBE Bid incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration, GSPD-05-105 (**Attachment 4**) and confirmed by the State. The DVBE incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. The following percentages will apply for awards based on low price:

Confirmed DVBE Participation of:	DVBE Incentive Percentage:
5% or over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

- e) An explanation of the DVBE Incentive can be found at the Internet web site:

<http://www.pd.dgs.ca.gov/dvbe/dvbeincentive>

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

- f) Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). 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.
- g) 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 M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).
- h) Pursuant to Government Code 14841, upon completion of the contract for which a commitment to achieve small business (SB) or DVBE participation goals was made, the contractor shall report to the awarding department the actual percentage of SB/DVBE participation that was achieved.
- i) Pursuant to Government Code 14841, upon completion of the contract for which a commitment to achieve small business (SB) or DVBE participation goals was made, the contractor shall report to the awarding department, the actual percentage of SB/DVBE participation that was achieved.

2) Small Business Preference

- a) Current law encourages state departments to first consider a Small Business Enterprise (Small)/ Micro-business Enterprise (Micro) for contracting opportunities. The State is committed to supporting

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Small/Micro business participation in state contracting and seeks to use certified Small/Micro businesses whenever possible. A Small/Micro business enterprise is defined as a business certified by the Office of Small Business and Disabled Veteran Business Enterprise (DVBE) Services (OSDS) in which:

- I) The principal office is located in California
 - II) The officers are domiciled in California
 - III) The business is independently owned and operated
 - IV) The business, with any affiliates, is not dominant in its field of operation and:
 - (a) For Small Business, either:
 - (i) The business, together with any affiliates, has 100 or fewer employees and averaged annual gross receipts of \$14,000,000 or less over the previous three years, or
 - (ii) The business is a manufacturer with 100 or fewer employees
 - (b) For Micro Business, either:
 - (i) The business, together with any affiliates, has 25 or fewer employees and averaged annual gross receipts of \$3,500,000 or less over the previous three years, or
 - (ii) The business is a manufacturer with 25 or fewer employees
- b) Section 14835, et seq., of the California Government Code requires that a five percent (5%) preference be given to bidders who qualify as a Small/Micro business enterprise. The rules and regulations of this law are contained in Title 2, California Code of Regulations Section 1896, et seq. A copy of the regulation is available upon request.
- c) To claim the Small/Micro business preference, which may not exceed \$50,000 for any bid, Bidder's firm must have a completed application (including proof of annual receipts) on file with the DGS, Procurement Division, OSDS, by 5:00 p.m. on the date bids are opened, and receipt verified by such office. Therefore, if Bidder is a Small/Micro business, but is not certified, it is to Bidder's advantage to become certified. For certification and preference approval process information, contact the OSDS by telephone at (916) 375-4940 or access the OSDS Internet website at www.dgs.ca.gov/pd/Programs/OSDS.aspx.
- d) If upon verification of Bidder's Small/Micro business status it is determined Bidder is not a certified Small/Micro business enterprise, Bidder's business shall be classified as a large business which shall preclude Bidder's bid from receiving the five percent (5%) Small/Micro business preference.
- e) Pursuant to Title 2, California Code of Regulations Section 1896, et seq., and Government Code Section 14838, et seq., a bid preference of five percent (5%) is available to a responsive non-small business claiming no less than twenty-five percent (25%) Small/Micro business subcontractor participation with one or more Small/Micro businesses. This preference is considered only if the tentative low bidder is not a certified Small/Micro business. In granting the Non-Small Business Subcontractor (NSBS) preference, no bid price shall be reduced by more than \$50,000. This preference cost adjustment is for computation purposes only and does not alter the actual cost offered by Bidder. To be eligible for the NSBS preference, the business concern must complete the following forms:
- I) Non-Small Business Subcontractor Preference Request
 - II) Small Business Subcontractor/Supplier Acknowledgement
- f) Pursuant to Military and Veteran Code Section 999.50 et seq., Nonprofit Veteran Service Agencies (NVSAs) claiming Small/Micro business preference and verified as such in the relevant category or business type, shall be granted a preference of five percent (5%) of the lowest responsive bid, if the lowest responsive bid is submitted by a bidder not certified as a Small/Micro business. In granting Small/Micro business preference to NVSAs, no bid shall be reduced by more than \$50,000. The

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preference cost adjustment is for computation purposes only and does not alter the actual cost offered by Bidder. To be eligible for the NVSA Small/Micro business preference, the business concern must:

- I) Request preference at the time of bid submission; and
- II) Have a completed application on file with DGS, OSDS by 5:00 p.m. on the date bids are due.

E) REQUIRED DISCLOSURES

1) Commercially Useful Function

If Bidder is a California certified small business in accordance with Government Code Sections 14837(d)(1)(2), Bidder must address specific aspects of the legislation that requires certified small businesses to perform a commercially useful function as defined in Government Code Sections 14837(d)(4)(A)(B). A Commercially Useful Function Certification (CUF) form is attached to this solicitation.

2) Darfur Contracting Act

Effective January 1, 2009, contracts for Non-Information Technology (Non-IT) goods or services must address the requirements of the Act. The Act was passed to preclude State agencies generally from contracting with "SCRUTINIZED" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in PCC Section 10475.

A SCRUTINIZED company is a company doing business in Sudan as defined in PCC Section 10476. SCRUTINIZED companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for Non-IT goods or services (PCC Section 10477(a)). PCC Section 10478(a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a SCRUTINIZED company in order to submit a bid or proposal to a State agency. A SCRUTINIZED company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the DGS according to the criteria set forth in PCC Section 10477(b).

3) Contractor Certification Clauses

The Contractor Certification Clauses (CCC) may be downloaded from the Internet at www.ols.dgs.ca.gov/standard+language. An original, signed copy of page 1 must be submitted with the bid. Failure to submit a signed CCC shall delay approval of this Agreement.

F) REQUIRED ATTACHMENTS

All required documents are listed on Attachment 1, Bidder's Checklist, and must be included when submitting a bid.

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ATTACHMENT 1

BIDDER'S CHECKLIST

Fire Systems Services

The checklist below is a summary of documents to be submitted based on requirements in the Invitation for Bid. This checklist should be returned with your bid. Place a check-mark or "X" next to each document being submitted. Original Signatures are required on the documents where specified.

The company name listed on all documents submitted (ex. licenses, permits, certifications, and insurance) must be identical to the company name on the Payee Data Record (STD 204). Failure to submit these documents in the manner prescribed may delay award of Agreements.

- Bidder's Checklist – Attachment 1
- Bidder Certification – Attachment 2
- Bid Rate Sheet – Attachment 3
- Signed Payee Data Record - STD 204 – Attachment 4
- Bidder Declaration - GSPD-05-105 – Attachment 5
- Commercially Useful Function (CUF) Certification, if applicable – Attachment 6
- Disabled Veteran Business Enterprise (DVBE) Participation in Exempt Contracts – Attachment 7
- Darfur Contracting Act – Attachment 8
- Contractor Certification Clauses (CCC-307) - The CCC-307 can be found on the Internet at <http://www.ols.dgs.ca.gov/standard+language> under the "Resources" tab.
- Valid California city or county business license; or, if a corporation located within the State of California, incorporation documents or letter from the Secretary of State; or, if not a California business, an affidavit that business is in good standing with the State, Province, or Country in which business is headquartered.
- Certificate of Insurance with required endorsements – Sample Attached (*See Exhibit D, Special Terms and Conditions, for requirements*)

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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.

- A. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals, if goals are included.
- B. The undersigned signature certifies under penalty of perjury that they are a duly authorized representative and 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		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Bidder's Name (Print)	10. Title	
11. Signature	12. Date	
13. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as:		
a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____	
NOTE: A copy of your Certification should be included if either of the above items is checked "Yes". Date application was submitted to OSDS, 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 Numbers	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	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.
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, 10, 11, 12	Must be completed. These items are self-explanatory.
13	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 OSDS.

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)
 STD. 204 (Rev. 6-2003)

1	<p>INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.</p> <p>NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.</p>		
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) _____		
	SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) _____		E-MAIL ADDRESS _____
	MAILING ADDRESS _____		BUSINESS ADDRESS _____
	CITY, STATE, ZIP CODE _____		CITY, STATE, ZIP CODE _____
3	<p>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION:</p> <p> <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)</p> <p><input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> LEGAL (e.g., attorney services)</p> <p> <input type="checkbox"/> EXEMPT (nonprofit)</p> <p> <input type="checkbox"/> ALL OTHERS</p>		<p>NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.</p>
	<p><input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <p style="text-align: center;">(SSN required by authority of California Revenue and Tax Code Section 18646)</p>		
4	<p><input type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California.</p> <p><input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.</p> <p> <input type="checkbox"/> No services performed in California.</p> <p> <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.</p>		
5	<p>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</p>		
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) _____		TITLE _____
	SIGNATURE _____	DATE _____	TELEPHONE () _____
6	<p>Please return completed form to:</p> <p>Department/Office: _____</p> <p>Unit/Section: _____</p> <p>Mailing Address: _____</p> <p>City/State/Zip: _____</p> <p>Telephone: (____) _____ Fax: (____) _____</p> <p>E-mail Address: _____</p>		

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>								
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>								
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>								
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov						
For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov						
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>								
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>								

Attachment 5

BIDDER DECLARATION

1. Prime bidder information (**Review attached Bidder Declaration Instructions prior to completion of this form**):

a. Identify current California certification(s) (**MB, SB, NVSA, DVBE**): _____ or None (If "None", go to Item #2)

b. Will subcontractors be used for this contract? **Yes** **No** (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

c. If you are a California certified DVBE: (1) Are you a broker or agent? **Yes** **No**
 (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** **No** **N/A**

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

- 1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled “None” and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

- 1.b. Mark either “Yes” or “No” to identify whether subcontractors will be used for the contract. If the response is “No”, proceed to Item #1.c. If “Yes”, enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837 (d)(4)(A) for small/Microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime’s contract.

- 1.c. This item is only to be completed by businesses certified by California as a DVBE.

- (1) Declare whether the prime bidder is a broker or agent by marking either “Yes” or “No”. The Military and Veterans Code Section 999.2 (b) defines “broker” or “agent” as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of and of each piece of equipment provided under the contract.
- (2) If bidding rental equipment, mark either “Yes” or “No” to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark “N/A” for “not applicable.”

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete “Page ___ of ___” on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the “Page ___ of ___” accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either “Yes” or “No” to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either “N/A” (not applicable), “Yes” or “No” for each subcontractor listed.

Enter “**N/A**” if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter “**Yes**” if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter “**No**” if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the “Page ___ of ___” accordingly.

State of California
Department of Veterans Affairs

Solicitation Number: 15RS0001

ATTACHMENT 6

Commercially Useful Function (CUF) Certification Form

1. CONTRACTOR NAME		
"DOING BUSINESS AS" (DBA) NAME:		OSDS REF # (CURRENTLY CERTIFIED FIRMS ONLY):
2. COMMERCIALLY USEFUL FUNCTIONS (CUF)		
<p>All certified Small Business, Microbusiness, and/or DVBE contractors, subcontractors or suppliers must meet the commercially useful function requirements under Government Code, Section 14837(d)(4) (for SB) and Military and Veterans Code, Section 999(b)(5)(B) (for DVBE).</p> <p>Please answer the following questions:</p>		
1	If awarded a contract, will your business be responsible for the execution of a distinct element of the work of the contract?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2	If awarded a contract, will your business carry out the obligation of the contract by actually performing, managing, or supervising the work involved?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3	If awarded a contract, will you perform work that is normal for your business, service and functions?	Yes <input type="checkbox"/> No <input type="checkbox"/>
4	If awarded a contract, will your business subcontract a portion of the work greater than would be expected by normal industry practices?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5	If awarded a contract, will your businesses role be limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SB and /or DVBE participation?	Yes <input type="checkbox"/> No <input type="checkbox"/>
AUTHORIZING SIGNATURE (REQUIRED)		
<p>The signatory of this document must be the certified business owner (or authorized representative in the case of a corporation) and as such, hereby certifies under penalty of perjury under the laws of the State of California that all information provided herein is truthful and accurate.</p>		
OWNER'S/AUTHORIZED REPRESENTATIVE SIGNATURE:		DATE:

ATTACHMENT 7
SUBCONTRACTOR/CONSULTANT LIST

I will NOT use any subcontractors or consultants in the performance of this Agreement.

The following information **MUST** be provided for **ALL** subcontractors or consultants used by the contractor to perform any labor or render any services under this Agreement. In addition, if known, please indicate whether the subcontractor/consultant is a Small or Micro business or Disabled Veteran Business Enterprise (DVBE) by placing an "X" in the appropriate column and include their Department of General Services (DGS) Reference Number. If a subcontractor(s)/consultant(s) will be used, but no selection has been made, identify the service and estimate the dollar amount of services. If additional space is needed, supplementary sheets in the format below may be attached to this list.

SUBCONTRACTOR OR CONSULTANT NAME, ADDRESS AND PHONE NUMBER	SERVICES TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT OF SERVICES	CHECK IF A:				DGS REFERENCE NUMBER
			SMALL BUSINESS	MICRO BUSINESS	DVBE	N/A	
NAME:							
STREET ADDRESS:							
CITY, STATE, ZIP:							
PHONE NUMBER:							
NAME:							
STREET ADDRESS:							
CITY, STATE, ZIP:							
PHONE NUMBER:							
NAME:							
STREET ADDRESS:							
CITY, STATE, ZIP:							
PHONE NUMBER:							
NAME:							
STREET ADDRESS:							
CITY, STATE, ZIP:							
PHONE NUMBER:							

State of California
 Department of Veterans Affairs

Solicitation Number: 15RS0001

ATTACHMENT 8

Darfur Contracting Act

Pursuant to Public Contract Code (PCC) section 10478, if a Bidder currently or within the previous three (3) 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 PCC section 10476.

Your bid will be disqualified unless your bid includes this form with either #1 or #2 initialed, or #3 initialed and certified. Therefore, to be eligible to submit a bid, please complete only one of the following (#1 and #2 only require initials and #3 requires initials and certification):

- 1. _____ We do not currently have, or we have not had within the previous three (3) years, business
 Initials activities or other operations outside of the United States.

OR

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

OR

- 3. _____ We currently have, or we have had within the previous three (3) years, business activities or
 Initials + other operations outside of the United States, but we certify below that we are not a
 Certification “scrutinized” company as defined in PCC section 10476.
 Below

CERTIFICATION FOR #3 ONLY

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

<i>Company 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>	

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 15RS0001
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Department of Veterans Affairs

CONTRACTOR'S NAME

TBD

2. The term of this Agreement is: July 1, 2015 through June 30, 2017
 Or upon approval whichever is later

3. The maximum amount \$ **TBD**

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	12 page(s)
Exhibit B – Budget Detail and Payment Provisions	2 page(s)
Exhibit B – Budget Detail and Payment Provisions Attachment 1 Rate Sheet	1 page(s)
Exhibit C – General Terms and Conditions - GTC 610*	
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	6 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Site Map	1 page(s)

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 www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
TBD		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
TBD		
ADDRESS		
TBD		
STATE OF CALIFORNIA		
AGENCY NAME		
California Department of Veterans Affairs		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
David Gerard, Chief, Facilities and Business Services Division		
ADDRESS		
1227 O Street, Sacramento, CA 95814		
		<input type="checkbox"/> Exempt per:

California Department of Veterans Affairs
Scope of Work

Bid Number: 15RS0001
Exhibit A

1. INTRODUCTION/SERVICES

- A. This is an Agreement in which **TBD**, hereafter referred to as the Contractor, shall provide services, as specified, to California Department of Veterans Affairs, hereafter referred to as CalVet. Contractor shall provide services at the Veterans Home of California - Redding, hereafter referred to as the Home, located at 3400 Knighton Road, Redding, CA 96002. Contractor shall provide all labor, materials, staff, transportation, license, permits and every other item of expense necessary, unless otherwise stated, to provide fire alarm and water based fire protection system and Kitchen Hood Fire suppression system, monitoring, inspection, testing, cleaning, repair and preventative maintenance and emergency repairs as described herein. Services shall be provided at the Home, upon request and in compliance with terms of this Agreement.
- B. All work shall be coordinated and approved by Contract Manager or designated representative. Services shall be performed during standard business hours 8:00 a.m. to 5:00 p.m., Monday through Friday unless otherwise specified. No work is to be performed on State or Federal holidays or on an overtime basis unless prior approval is received in writing from the Contract Manager, prior to this work taking place. Any and all services performed outside the scope of this Agreement or not approved by the Contract Manager, or designated representative, will be at the sole risk and expense of the Contractor.
- C. Contractor must be able to perform the tasks associated with providing services under the scope of their license. Contractor will provide services in accordance with federal and state laws and regulations and CalVet policies.

2. CONTACT INFORMATION

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

1. **CalVet Home Representative:**
Veterans Home of California - Redding
Linda Hartman, Assistant Administrator
3400 Knighton Road
Redding, CA 96002
(530) 224-3360 Fax (530) 224-3301
Linda.Hartman@calvet.ca.gov
2. **CalVet Contracts Office Representative:**
Angela DeFrancesco, Contracts Analyst
3400 Knighton Road
Redding, CA 96002
(530) 224-3805 Fax (530) 224-3301
angela.defrancesco@calvet.ca.gov

California Department of Veterans Affairs
Scope of Work

Bid Number: 15RS0001
Exhibit A

3. **Contractor Representative:**

"[Insert Name of Contractor]"
"[Insert Contract Manager and Title]"
"[Insert Address]"
"[Insert City, State, and Zip]"
"[Insert Phone and Fax Numbers]"
"[Insert E-mail Address]"

- B. Contract Representatives, addresses, and phone/fax numbers 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 Representative including, name, title, mailing address, phone/fax numbers, and email address.

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

- C. The Contractor and his/her employees shall park at Parking Lot "E"; however, the loading dock may be used to load and unload material(s) and equipment.
- D. The Contractor and all Contractor staff shall follow all requirements indicated by the Home for visitor sign in/out procedures, authorized parking lots, security and reporting.

3. **EQUIPMENT**

- A. The following equipment is included in this Agreement:

Edwards Systems Technology (EST 3) fire alarm system

Four (4) Kitchen Hoods

Sixty Fire extinguishers including vehicle mounted for inspection

- B. The State reserves the right to add or delete equipment that has become obsolete. Additional equipment will be serviced at the unit rates specified herein. Contractor will be notified in writing by the Contract Manager of equipment that has been added and/or removed from the list.

4. **MINIMUM QUALIFICATIONS**

All service performed under this Agreement shall be performed by qualified service technicians in the employ or under the direction of the Contractor.

Contractor shall provide a minimum of two (2) service technicians who have been factory-trained on the equipment specified in this Agreement. Contractor shall provide the State with proof of the required training for each service technician providing services under this Agreement. Acceptable proof may be a resume showing experience, training and factory school completion.

California Department of Veterans Affairs
Scope of Work

Bid Number: 15RS0001
Exhibit A

5. CONTRACTOR'S RESPONSIBILITIES

Contractor shall perform fire alarm and water based fire protection system inspection, maintenance, testing, cleaning, repair and preventative maintenance services as indicated below:

- A. Contractor shall perform inspections, maintenance, testing, cleaning, repairs and preventative maintenance as required by and consistent with California Administrative Code (CAC), Title 19 Specifications and National Fire Protection Association (NFPA) 25 & 72. Services shall be rendered on a quarterly, semi-annual and annual basis.
- B. Contractor shall provide full functional testing and submit written verification of operational status of the fire alarm and water based fire protection system. Contractor will also provide a schedule to the contract manager as to the scheduled dates of services to be rendered.
- C. Contractor shall complete performance of inspection, maintenance, testing, cleaning, repair and preventative maintenance services to the following equipment, but not limited to: control valves, alarm valves, check valves, dry pipe/quick opening devices, pressure reducing and relief valves, backflow prevention assemblies, water supplies/tanks/filters, dampers, supervisory and local alarms, sprinkler and piping conditions in accordance with CAC, Title 19 specifications.
- D. Contractor shall provide the following reports documenting system conditions, test results and repairs to the Building Engineer and local fire authority at completion of test(s). Results should be given to the Chief of Plant Operations within ten (10) business days.
 1. **Quarterly Fire Alarm and Water Based Fire Protection System maintenance, testing, repair and preventative maintenance.** Per the guidelines of California Code of Regulations, Title 19 and all NFPA codes applicable to the above-referenced requirements. Quarterly Inspections shall include but not be limited to:
 - a. Operation of Flow Switches, Water Flow Bells, Electric Bells, Risers, Tamper Switches and all Retard Chambers. Pressure reducing and relief valves, fire department connections, main drains, waterflow alarms, priming water, low air pressure alarms, quick opening devices. All devices being inspected shall be free of but not limited to damage and/or leaks and to be in good working condition. All components shall be inspected, tested, cleaned, repaired, replaced and maintained in good working order in accordance with the manufacturer's instructions and as required by NFPA 25.
 - b. Contractor shall repair and/or replace any defective parts/device(s) found during quarterly regular maintenance and/or testing. Repairs not included in section 1.a. above and which will take longer than an hour to repair will fall under the negotiated hourly rates of the contract and be billed towards the Estimated Repair Cost. A written report of system deficiencies must be forwarded to the contract manager as well as a digital copy. Any deficiencies reported are to be repaired and brought to compliance standards within 10 business days of report findings.

California Department of Veterans Affairs
Scope of Work

Bid Number: 15RS0001
Exhibit A

2. **Semi-Annual Fire Alarm and Water Based Fire Protection System maintenance, testing, repair and preventative maintenance.** Per the guidelines of California Code of Regulations, Title 19 and all codes applicable to the above-referenced requirements, semi-annual inspections shall include but not be limited to:
 - a. Operation of waterflow alarms, supervisory control valves, valve supervisory switches. All devices being inspected shall be free of but not limited to damage and/or leaks and to be in good working condition. All components shall be inspected, tested, cleaned, repaired, replaced and maintained in good working order in accordance with the manufacturer's instructions and as required by NFPA 25.
 - b. Contractor shall repair and/or replace any defective device(s) found during semi-annual regular maintenance and/or testing. Repairs not included in section 2.a. above and which will take longer than an hour to repair will fall under the negotiated hourly rates of the contract and be billed towards the Estimated Repair Cost. Written report of system deficiencies must be forwarded to the contract manager as well as a digital copy. Any deficiencies reported are to be repaired and brought to compliance standards within 10 business days of report findings.

3. **Annual Fire Alarm and Water Based Fire Protection System maintenance, testing, repair and preventative maintenance.** Per the guidelines of California Code of Regulations, Title 19 and all codes applicable to the above-referenced requirements, annual inspections shall include but not be limited to:
 - a. Annual Main Drain, preaction / deluge valve interiors, Dry Pipe Valve / deluge-opening device interiors, pressure reducing and relief valve hose connections and racks, control valve positions and operation, and full flow testing, inspected are to be free of but not limited to damage and or leaks and to be in good working condition. All components shall be inspected, tested, cleaned, repaired, replaced and maintained in good working order in accordance with the manufacturer's instructions and as required by NFPA 25.
 - b. Annual Fire Alarm System preventative maintenance and smoke detector cleaning. Control panel analysis, detection of potential failures, battery testing, power supply testing, panel testing and cleaning, card edge connector and cable connector cleaning with isopropyl.
 - c. Contractor shall repair and/or replace any defective device(s) found during annual regular maintenance and/or testing. Repairs not included in section 3.a. and 3.b. above and which will take longer than an hour to repair will fall under the negotiated hourly rates of the contract and be billed towards the Estimated Repair Cost. Written report of system deficiencies must be forwarded to the contract manager as well as a digital copy. Any deficiencies reported are to be repaired and brought to compliance standards within 10 business days of report findings.

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- E. Contractor shall, upon request and in advance notice, provide a brief training session for the operation and features of the system at no additional charge during a scheduled preventative maintenance visit.

Contractor shall complete fire alarm system maintenance, inspection, testing, cleaning, repair and preventative maintenance services as indicated below:

- A. Contractor must have a NICET level IV certified technician on staff to review and ensure all compliance with NFPA and local and State of California Fire Marshall standards.
- B. Contractor shall run a report on detector sensitivity.
- C. Smoke detectors shall be tested and cleaned using a method approved by the manufacturer.
- D. Contractor shall be responsible for providing all labor, parts, and equipment necessary to maintain, upgrade software, repair and service the fire alarm system.
- E. Contractor shall repair or replace all non-maintainable parts of system.
- F. Contractor shall not reload software, nor make repairs or replacement of parts necessitated by reason of negligence or misuse of the equipment by others or violent weather, or by any other cause beyond the Contractors' control except for ordinary wear and tear.
- G. Contractor shall be responsible for the replacement of parts necessitated by the Contractor's negligence.
- H. Contractor shall be responsible for the replacement of the main Fire Alarm Panel, and all other Fire Alarm Panels throughout the facility and the Central Utility Plant, during the Contract.
- I. Contractor shall have replacement parts available to replace any defective device(s) found during regular maintenance or emergency call outs.
- J. CalVet may elect to include a fire drill at the time of testing the system.
- K. These services shall be performed throughout the facility.
- L. The State reserves the right to salvage any equipment.
- M. Contractor shall provide two (2) hours of in-service training semi-annually at dates and times agreeable to the Contract Manager.
- N. Contractor shall coordinate the time and date of the test with the Chief of Plant Operations Officer, or appointed alternate, who can be reached at (530) 224-3365.

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The Veterans Home of Redding has four kitchen hood fire suppression systems within the facility – the main Kitchen adjacent to main dining area has 2 hoods, there are also 2 satellite kitchens with one hood each.

- A. Contractor shall inspect the kitchen hood fire suppression system on a semi-annual basis using properly trained, qualified, and certified person(s). Once inspected contractor will denote on the State Fire Marshall tag the date it was inspected.
- B. Contractor shall Provide Fire extinguisher and fire suppression system training to the kitchen staff semi-annually at a date and time coordinated with the contract manager or designee.

Contractor shall provide Annual Fire Extinguisher inspections for the Homes 30 fire extinguishers. Once inspected contractor will denote on the State Fire Marshall tag the date it was inspected.

Contractor shall provide Fire alarm Monitoring Service as described below:

- A. Provide 24-hour off-site central station full fire alarm monitoring and notification services for the Home's Edwards Systems Technology (EST 3) fire alarm system
- B. Immediately notify the contract manager or designees of any problems with the operation of the system
- C. Operate and maintain UL-listed and FM-approved central station monitoring systems
- D. Operate multiple backup systems to assure a fail-safe operation
- E. Provide professional factory technicians and support staff for systems monitoring.

EMERGENCY SERVICE

Contractor shall provide any necessary emergency repairs upon request from the Contract Manager. Contractor must respond to requests for emergency repair within two (2) hours of notification from the Home. When possible, emergency repairs will be performed during normal business hours as specified herein. The State may, at its discretion, allow access to the equipment during non-business hours when necessary. If non-emergency repairs are required, Contractor shall respond within twenty-four (24) hours of notification from the Home.

Emergency services provided by the Contractor, if at the specific request of the State, will be compensated for actual hours worked on site at the Contractor's emergency call hourly rate, as specified in Exhibit B-2, Rate Sheet. Any emergency repair service provided shall be completed the same working day, unless written notification delay is submitted to the Contract Manager immediately upon diagnosis of equipment deficiency. Any parts requiring replacement will be replaced in accordance with the Parts Replacement section specified herein.

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REPAIR SERVICE

Contractor shall provide unlimited visits for any repair services requested or necessary to keep the equipment fully operational. Repair services that are not provided during regularly scheduled maintenance visits, or not covered by the Guarantee section of the Scope of Work, shall be compensated by the State for actual hours worked on-site at the Contractor's Repair Hourly Rate as specified in Exhibit B-2, Rate Sheet. Any parts requiring replacement will be replaced in accordance with the Parts Section. Repair service will be provided upon written request from the Contract Manager. Contractor shall respond to requests for repair service within two (2) hours of initial notification. Every effort shall be made to perform repair services during normal business hours; State and Federal holiday and weekends excluded. The State may, at its discretion, allow access to the equipment during nonbusiness hours when necessary. Non-emergency repair services performed outside of normal business hours must be approved in advance in writing by the Contract Manager.

Prior to commencement of work the Contractor shall confer with the Chief of Plant Operations or designee to review the methods and scheduling as proposed by the Chief of Plant Operations.

Contractor shall be available to visit the on-site Chief of Plant Operation's office in order to become familiar with the building's mechanical and/or electrical distribution system, as necessary. The mechanical and/or electrical drawings must be viewed by the Contractor at this location.

Contractor shall meet with the Chief of Plant Operations for progress meetings and shall submit written progress schedules as requested to determine if the Contractor is performing to specified contract terms and conditions according to contract performance schedule. Contractor must resolve all questions regarding the contract at the pre-work (start) meeting.

SERVICES WILL INCLUDE:

- A. Quarterly Test –Fire Alarm System and Building Communication System, including diagnostic tests of control panel equipment, functional test of all audible and visual signaling devices and initiating such as smoke/heat/duct detectors, and manual pull stations.
- B. Annual Fire Alarm System Preventive Maintenance/Smoke Detectors cleaning all smoke/heat detectors 100% in the home and outer buildings: Technician will analyze control panel equipment to detect potential failures, test batteries and power supplies, clean and vacuum interior of the panel, clean card edge connectors and cable connectors with alcohol. To minimize false alarms, factory trained technicians will generate obscuration rate/sensitivity report for 100% of smoke/duct detectors, and clean up to 25% smoke/duct detectors. Smoke/duct detectors will be cleaned by the utilization of a vacuum device and ozone safe compressed air blow out.
- C. Quarterly Test – All Waterflow and Tamper Switches functional testing per NFPA 72 requirements. Testing shall include operation on control valves, inspectors test flow at each riser, confirmation of proper signage and tagging system for certification.

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- D. Annual Test – Main Drain Test per NFPA 25 and State of California Title 19 April 2007 edition requirements. Includes recording of the sprinkler supply gage readings with main drain valve fully open and closed.
- E. Semi-Annual Training – Contractor will provide two (2) hours of in-service training semi-annually at dates and times agreeable to the Customer.
- F. Semi-Annual Kitchen Hood Fire suppression system Inspection—provide and install nozzle caps and fuseable links for Four (4) Hoods
- G. Annual Fire extinguisher inspection (60)

6. LICENSES, PERMITS, AND CERTIFICATION REQUIREMENTS

Contractor shall ensure all licenses, permits, and certification requirements are verified and current throughout the term of this Agreement.

7. PARTS REPLACEMENT

This agreement shall include replacement of any part that becomes worn or inoperable, or that otherwise affects the equipment's operability in any way. A written estimate of the required part(s) must be submitted to the CalVet Contract Manager and approved before replacement in all cases. Parts replaced under this Agreement shall be new, factory manufactured, or exceeding Original Equipment Manual (OEM) specifications. Contractor should maintain an adequate supply and/or must be able to obtain within a reasonable amount of time any necessary replacement parts to perform repairs and maintenance in a timely manner. Consumables and other supply items are hereby excluded.

When parts are needed on a non-emergency basis and the total amount of the parts are under \$100, the contractor shall replace the parts and shall be reimbursed through this Agreement. When parts are needed on a non-emergency basis and the total amount of the parts exceed \$100, CalVet will proceed with a separate competitive bid process to procure the parts to ensure the State is getting best value. The vendor with the lowest price for parts shall be awarded the bid and reimbursed at the cost(s) provided in the solicitation process. If award goes to the Contractor, Contractor may be reimbursed at the costs provided in the solicitation through this agreement. If another vendor is awarded the solicitation for parts, the parts shall be procured and reimbursed through a separate purchase order.

When parts are needed on an emergency basis or the parts are proprietary, the Contractor will be reimbursed for the actual cost of the parts plus 10%, and actual shipping charges and taxes paid by the contractor to obtain the parts. Proof of cost, such as a copy of the actual invoice for the parts from the business from which it was purchased must be attached to the Contractor's invoice for reimbursement.

Any parts replaced shall remain the property of the Home. The only exception is when the CalVet Contract Manager authorizes the Contractor to use the part(s) as a refund for "core" charges. If the Contractor is authorized to use the part for "core" exchange, the invoice must reflect the reduced cost of the parts based on "core" exchange value.

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The State assumes no responsibility and shall not reimburse the Contractor for parts ordered by the Contractor and/or labor if the part was installed prior to authorization by the CalVet Contract Manager.

8. ACCIDENT/DAMAGE

Damage caused to the equipment covered herein due to fire, abuse, Act of God, accident, unauthorized alterations, disasters, the elements, failure of electrical power, misuse, use of authorized agents, vandalism or negligence by the State or its officers, agents, employees, or Home residents, are not covered by this agreement except on a time and material basis. Such repairs will be performed by the Contractor at the Contractor's current, published rates at the time service is required, but only after the Contractor has made an estimate of all costs involved and written documentation has been provided to the Contract Manager. The State is solely responsible for deciding what, if any, repairs shall be made.

9. GUARANTEE

The Contractor will guarantee all services performed by Contractor's service technicians, including any replaced parts, for a period of one year from date of State's acceptance of the work. If it is determined that failure has occurred due to defective parts or workmanship, Contractor shall correct the failure at no additional expense to the State. Correction shall occur during normal State business hours upon request for service by the Contract Manager. In addition, the Contractor will dress appropriately and conduct themselves in a professional manner at all times. Courteous and respectful interaction with staff, residents, visitors and guests is also required.

10. WORK AREA

The Contractor will ensure that the work area is kept clean and free of debris, as necessary, to maintain a safe working environment for residents and staff. While working on equipment, Contractor agrees to perform services with as little disruption to the State's operations as possible. All tools, equipment and other materials belong to the Contractor will be removed from the Home at the end of each working day. The State shall not be responsible for storage of any Contractor property.

11. WORKMANSHIP

All work provided by the Contractor shall conform to the latest requirements of Federal, State, City and County regulations. This includes but is not limited to Titles 17, 19 and 22 of the California Code of Regulations. Contractor is responsible for compliance with all applicable laws, codes, rules and regulations on connection with work performed under this Agreement. Any services performed by the Contractor will be inspected by the State after completion. The State is solely responsible for determining acceptability of the work performed and the operability of the equipment.

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 times to avoid injury or damage to any person or any property.

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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 the completion Contractor shall remove all tools, any repair parts and any testing equipment. Site shall be left in proper and clean condition. Upon completion of required work, all fire alarm system and associated devices shall be restored to original working condition.
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. 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 to the satisfaction of 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.

C. 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.

12. INDEPENDENT CONTRACTOR STATUS

- A. The Contractor shall be considered "Independent Contractors" in relation to CalVet and the State. Therefore, the Contractor shall not be considered employee(s) of the Home and shall not be entitled to any employee benefits from the CalVet or the State including, but not limited to, the following:
1. Premium Pay, Overtime Pay, or Holiday Pay
 2. Medical Insurance
 3. Vacation or Sick Leave

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- 4. Worker's Compensation
- 5. Other employee benefits

13. LABOR

- A. Contractor shall observe strictly that workers, laborers, or mechanics specifically certified and skilled in the class of work required shall perform all work and that workmanship shall be of the best quality. Contractor shall at all times provide sufficient, competent labor to properly carry on the work and ensure completion within the contract term.
- B. **BACKGROUND CLEARANCE:** Background clearance involving fingerprinting is required by Home policy of state employees, contract employees and volunteers prior to assignment to the Home in order to meet state facility licensure requirements.
- C. The Home's Personnel Office will coordinate employee fingerprinting at the local Live-Scan site. Live-scan is the only acceptable form of fingerprinting for the Home. The Home will bear the one-time cost of fingerprinting fees for Contractor or Contractor's employee(s) selected to perform services at the Home only when the Contractor or Contractor's employee(s) utilizes the Live-Scan site recognized by the Home.
- D. In the event the prospective Contractor or Contractor's employee(s) fails to appear for the Live-Scan fingerprinting within the prescribed period or appointment, the individual will not be considered for assignment at the Home.
- E. Contractor shall be solely responsible for the cost when selecting an alternate Live-Scan site. The Home's Personnel Office must receive the Live-Scan results prior to approving assignment to the Home.
- F. **HEALTH CLEARANCE:** Contractor shall comply with the Home's infection control policies and procedures. Initial and annual health clearance to include tuberculosis (TB) screening and Hepatitis B vaccine series offer (initial only) is required by Home policy of all state employees, contract employees and volunteers in order to meet state facility licensure requirements.
- G. Initial TB (tuberculosis) screening may include, but not be limited to, 2-step TST/PPD (tuberculin skin tests) testing, Interferon Gamma Release Assay (IGRAs) and/or X-ray, and TB questionnaire. Annual TB screening may include, but not be limited to, 1-step TST/PPD testing and/or X-ray, and TB questionnaire. The health clearance process must be completed prior to initiation of services or employee assignment, and within the required timeframe stipulated by the Home for the annual requirement.

20. 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

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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

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.

21. LIABILITIES

- A. Contractor shall, at own expense, rebuild, repair, restore, and make well all damages to CalVet's satisfaction.
- B. Contractor shall be responsible for any damage resulting from defects, obstructions, or any other cause during the progress of the work.

Neither the Secretary of CalVet nor any other officer or authorized assistant of the Department shall be personally responsible for any liability arising under the contract.

California Department of Veteran Affairs
Budget Detail and Payment Provisions

Agreement #15RS0001
Exhibit B

I. STANDARD BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- a. For services satisfactorily rendered, and upon receipt and approval of the invoices submitted quarterly in arrears, the State agrees to compensate the Contractor in accordance with the rates listed in Exhibit B, Attachment 1.
- b. Invoices shall be itemized and shall include the Agreement Number 14RS0026, 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 triplicate not more frequently than monthly in arrears to:

Original Invoice

Approval Copy

Department of Veterans Affairs CalVet Accounting Office 1227 "O" Street Room 402 Sacramento, CA 95814	Veterans Home of California – Redding Attn: Linda Hartman 3400 Knighton Road Redding, CA 96002
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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

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

II. SPECIAL BUDGET DETAIL AND PAYMENT PROVISIONS

1. Submissions of Invoices/Claims

- A. All invoices/claims must be completed thoroughly and legibly, with all applicable fields completed. Invoices/claims that are submitted to the appropriate location but have been altered, or are inaccurate, or do not provide all necessary information will not be accepted and will be returned to the Contractor for correction.
- B. Any changes to this provision relating to the invoice/claim submittal process, including but not limited to an address, form, or process change, shall be an

California Department of Veteran Affairs
Budget Detail and Payment Provisions

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Exhibit B

administrative change managed through the appropriate designated CalVet office **and shall not require a contract amendment.**

- C. Invoices/claims submitted shall include the following information in order to be considered complete and acceptable for processing, or the invoice/claim will be returned:
- 1) Contractor's Company name
 - 2) Contractor's Company address, phone number and e-mail
 - 3) Date of invoice/claim
 - 4) Invoice/claim number
 - 5) CalVet Home where services were performed
 - 6) Agreement Number
 - 7) Contractor Federal Employer Identification Number and National Provider Identifier number
 - 8) Date(s) of Service
 - 9) Total dollar amount being billed
 - 10) First and Last name of Contractor or Provider performing services, if applicable
 - 11) Contractor's or Provider's Classification, whichever is applicable
 - 12) Contractors shall include the following information on the invoice/claim submitted for **hourly** reimbursement:
 - a) Hourly Rate
 - b) Time in and time out
 - c) Total hours worked
 - d) Total number of Residents seen
 - e) Any other medical information or documentation reasonably required to verify and substantiate the provision of services and the charges for such services.
 - 13) Contractors reimbursed through **procedure based billing** shall itemize each service provided and rate of reimbursement.

EXHIBIT B
(Standard Agreement)
ATTACHMENT 1 – RATE SHEET

1st quarter:

Quarterly Test - Fire Alarm \$ _____
Quarterly Test – Waterflow and Tamper Switches \$ _____

2nd quarter:

Quarterly Test - Fire Alarm \$ _____
Quarterly Test – Waterflow and Tamper Switches \$ _____
Semi-Annual Training \$ _____
Semi Annual Kitchen Hood \$ _____

3rd quarter:

Quarterly Test - Fire Alarm \$ _____
Quarterly Test – Waterflow and Tamper Switches \$ _____
Annual Fire Alarm System PM/Smoke Detectors cleaning \$ _____

4th quarter:

Quarterly Test - Fire Alarm \$ _____
Quarterly Test – Waterflow and Tamper Switches \$ _____
Annual Test – Main Drain Test \$ _____
Semi-Annual Training \$ _____
Semi – Annual Kitchen Hood \$ _____

Annual Fire Extinguisher Inspection: \$ _____

Monthly Fire Alarm Monitoring: \$ _____

TOTAL ANNUAL COST: \$ _____

- 1. Non-Emergency Service charge per hour: \$ _____
- 2. Emergency service charge (Business Hours, 7:30 am to 4:00 pm): \$ _____
- 3. Emergency service charge(Non-Business Hours, 4:00 pm to 7:30 am): \$ _____

ESTIMATED REPAIR COST: \$ _____

***Estimate for Repairs to include all tools, equipment, and materials. This is an estimate only.
The State will reimburse for actual expenditures only.*

TOTAL FOR THE 2-YEAR TERM OF THE CONTRACT: \$ _____

(Total Annual Cost X 2 + Estimated Repair Cost)

1. EXCISE TAX:

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 Contract. California may pay any applicable sales or use tax imposed by another state.

2. STATUTORY AND REGULATORY PROVISIONS

A. This Contract shall be governed and construed in accordance with all applicable statutory and regulatory provisions including, but not limited to:

- 1) Title XVIII of the Federal Social Security Act
- 2) Title XIX of the Federal Social Security Act
- 3) Chapters 7 and 8 (commencing with Section 14000), Part 3, Division 9, Welfare and Institutions Code
- 4) Division 3, Title 22, California Code of Regulations (CCR)
- 5) Health and Safety Code Section 1340 et seq.
- 6) All applicable Federal provisions which regulate the administration of health care programs and budget revisions, as contained in the Code of Federal Regulations (CFR), Title 42, and Title 45, Part 74, Title 42 United States Code, Sections 1395 et seq. and 1396 et seq.
- 7) Sub-chapter 13 (commencing with Section 6800), Chapter 4, Part 1, Title 17, CCR; and
- 8) All other applicable laws and regulations.

B. Any provision of this Contract in conflict with the applicable laws and regulations is hereby amended to conform to the provisions of those laws and regulations. Such amendment of the Contract shall be effective on the effective date of the statutes or regulations necessitating it, and shall be binding on the parties even though the amendment may not have been reduced to writing and formally agreed upon and executed by the parties. If, due to amendment in laws or regulations, Contractor is unable or unwilling to comply with the provisions of the amendment(s), State or Contractor may terminate this Contract in accordance with the Termination provision of this Contract.

3. EXAMINATION AND AUDIT

A. Contractor shall allow the State and its related entities, the Comptroller General of the United States, Department of Justice (DOJ), and the Bureau of Medi-Cal Fraud, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract, and to inspect, evaluate, and audit any and all books, records, and facilities maintained by the Contractor and Subcontractors pertaining to services under this Contract at any time during normal business hours.

B. Contractor shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under this Contract in accordance with *Government Code, Section 85467.7*. The examination and audit shall be confined to those matters directly connected with the performance of the contract, including, but not limited to, the costs of administering the Contract.

C. Books and records include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Contract, including working papers, reports, financial records, and books of account, Medical Records, prescriptions files, Subcontracts, and any other documentation pertaining to medical and non-medical services for residents of the Home. Upon request, at any time during the term of this Contract, the Contractor shall furnish any record or copy.

4. RESOLUTION 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 Contract. 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.

The Contractor's dispute notice shall state the following, based on the most accurate information available to the Contractor:

- 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.
- B. 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. The Contract Manager, in a written decision stating the factual basis for the decision, will decide any disputes concerning performance of this Contract. 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.
- C. 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 Undersecretary, California Department of Veterans Affairs.
- D. The Undersecretary's decision shall be final and conclusive unless the decision is arbitrary, capricious, grossly erroneous or if any determination of fact is unsupported by substantiating evidence. The Undersecretary'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 Undersecretary'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 Undersecretary may:
 - a) Countermand the earlier conduct which caused the Contractor to file a dispute; or
 - 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 (1) or (2) above, 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 Undersecretary's request for further information. Upon receipt of this additional requested information, the Undersecretary will have thirty (30) days to respond with a decision. Failure to

supply additional information required by the Undersecretary within the time period specified above shall constitute waiver by the Contractor of all claims.

- E. Attorney's fees and costs for any dispute or subsequent trial shall be borne by the respective parties. Both parties waive trial by jury, 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 Contract during any dispute.

5. AGENCY LIABILITY (Applies only to Federally Funded Contracts):

The Contractor warrants by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the 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 annul this Contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

6. POTENTIAL SUBCONTRACTORS:

For all Agreements, with the exception of Interagency Agreements and other governmental entities/auxiliaries exempt from bidding, nothing contained in this Contract or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's 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 enforce the payment of any moneys to any subcontractor.

7. INSURANCE REQUIREMENTS

- A. Upon contract award, contractor must furnish to the State an original certificate(s) of insurance stating that the contractor has the following types of coverage:
 - 1) Commercial General Liability: Combined Single Limit (CSL) for no less than \$1,000,000 per occurrence for bodily injury and property damage. The policy must include coverage for liabilities arising out of premises, operations, independent contractors, products/completed operations, personal & 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 subject to the contractor's limit of liability.
 - 2) 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 aggregate.
 - 3) Automobile Liability (Applies to any contract in which the contractor will likely use a vehicle to complete the project or drive a vehicle onto State property): Limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of an automobile including owned, hired, and non-owned autos.

California Department of Veterans Affairs
Exhibit D – Special Terms and Conditions

Contractor (TBD)
Agreement #15RS0001

- 4) Workers' Compensation (Mandatory for all Contractors who have at least one employee): Contractor shall maintain workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Contractor shall furnish a certificate for Workers' Compensation issued by an insurance carrier licensed to write Workers' Compensation insurance in the State of California, including the name of the carrier and the date of expiration of insurance, or a Certificate of Consent to Self-Insure issued by the Department of Industrial Relations.
- 5) The certificate(s) of insurance shall be on an ACORD form, or equivalent, and must show "occurrence" coverage. The certificates of insurance must also contain all of the following provisions:
 - a) Name and address of the insurance company, policy number, and beginning and ending dates of the policy.
 - b) Statement that the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.
 - c) Statement that the State of California, its officers, agents, employees, and servants are included as additional insured on the policy, but only insofar as the operations under this contract.
- 6) Contractor agrees that any insurance herein provided shall be in effect at all times during the term of the 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 thirty (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 (1) 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 contractor fails to keep in effect at all times insurance coverage herein provided, State may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event, subject to the provisions of the contract.
- 7) Contractor shall notify the State within five (5) days if any insurance coverage identified in the contract is altered in any way.

8. RIGHT TO TERMINATE

- A. The State reserves the right to terminate this Contract subject to thirty (30) days written notice to the Contractor. Contractor may submit a written request to terminate this Contract only if the State should substantially fail to perform its responsibilities as provided herein. However, the Contract can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.
- B. This Contract may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

9. 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 failure 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.

10. EVALUATION OF CONTRACTOR:

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. For consultant agreements, 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.

11. SB/DVBE PARTICIPATION:

In accordance with requirements set forth by the State, the CDVA shall enforce all laws, rules, and regulations pertaining to this program. It is the Contractors responsibility to provide CDVA with all required documents as outlined in this agreement. The CDVA reserves the right to contact each SB and DVBE identified by the Contractor to verify compliance. Failure to meet SB/DVBE requirements under Exhibit B, and Exhibit C (GTC 610), paragraphs 19.a and 19.b. may deem the Contractor to be non-responsible and rejected from future bid and contract opportunities with the CDVA.

12. LICENSES AND PERMITS:

The Contractor shall be an individual or firm 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.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the California Department of Veterans Affairs a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that state.

In the event, any license(s) and/or permit(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. 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.

13. CONSULTANT – STAFF EXPENSES:

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.

14. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) STANDARDS FOR PRIVACY OF INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION:

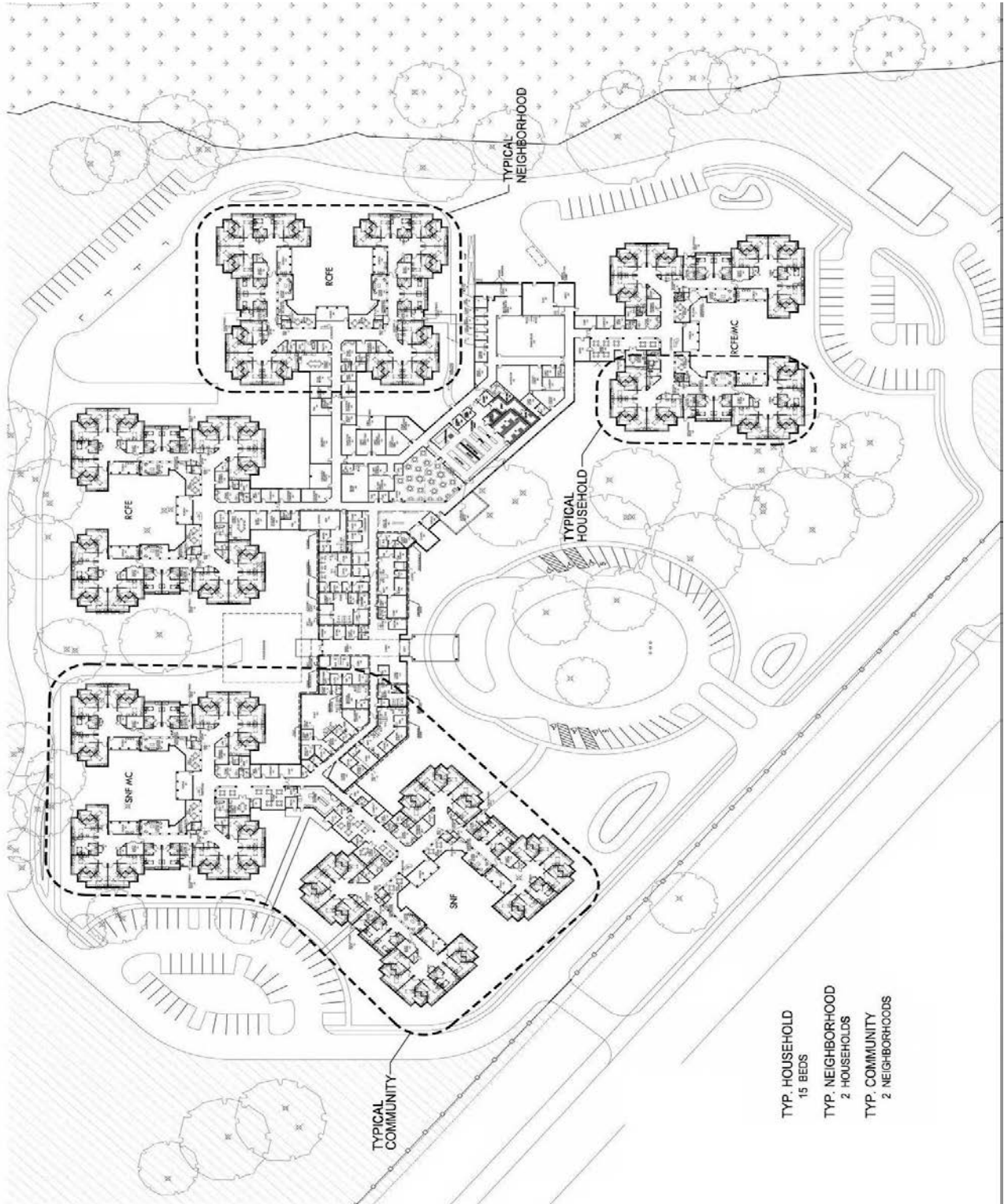
For the purpose of this contract, contractor shall comply with the federal Health Insurance Portability and Accountability Act (HIPAA), as well as State and Federal requirements for privacy protection. The definitions and obligations required by the HIPAA Standards for Privacy of Individually Identified Health Information (U.S.C. 1320d et seq.), and 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, including electronic protected health information.

15. LEGAL CONTRACTS (applies only to Legal Services Contracts)

In accordance with (Public Contract Code Section (10353.5) The Contractor shall:

- A. Agree to adhere to legal cost and billing guidelines designated by the State.
- B. Adhere to litigation plans designated by the state agency.
- C. Adhere to case phasing of activities designated by the state agency.
- D. Submit and adhere to legal budgets as designated by the state agency.
- E. Maintain legal malpractice insurance in an amount not less than the amount designated by the state agency.
- F. Submit to legal bill audits and law firm audits if requested by the state agency. The audits may be conducted by employees and designees of the state agency or by any legal cost control providers retained by the state agency for purpose.
- G. Submit to a legal cost and utilization review, as determined by the state agency.

EXHIBIT E
SITE MAP



ATTACHMENT 3 SOLICITATION FOR QUOTE BID RATE SHEET

Submission of this attachment is MANDATORY and shall become part of the contract agreement. This cost sheet must be signed and returned. The undersigned Contractor hereby proposes to furnish ALL labor, parts, equipment, licenses, permits, parts and materials to perform Fire Systems Services, as described in the Scope of Work associated with contract number 15RS0001 for the Veterans Home of California - Redding. The dollar amounts you indicate in the Rate Sheet will be used to compare your bid amount against your competitors, determine the low bidder, and will be used to determine the MAXIMUM, total dollar amount payable for contract services. The contract will be awarded to the lowest competitive bidder.

Please indicate your rates and then summarize the amounts as indicated below:

Money for replacement parts shall be added to the final contract by the Home.

	Description of Service	Number of Services for Term of Contract		Rate	Totals
A.	Quarterly Service Test – Fire Alarm Includes all labor, tools, equipment, materials, incidentals, etc.	8	<input checked="" type="checkbox"/>	\$ -	\$ -
				Lump Sum Rate for one (1) service visit	
B.	Quarterly Service Test – Waterflow and Tamper Switches Includes all labor, tools, equipment, materials, incidentals, etc.	8	<input checked="" type="checkbox"/>	\$ -	\$ -
				Lump Sum Rate for one (1) service visit	
C.	Semi-Annual Service Training and Kitchen Hood Inspection Includes all labor, tools, equipment, materials, incidentals, etc.	8	<input checked="" type="checkbox"/>	\$ -	\$ -
				Lump Sum Rate for one (1) service visit	
D.	Yearly Service + Semi-Annual Service + Quarterly Service Includes all labor, tools, equipment, materials, incidentals, etc.	2	<input checked="" type="checkbox"/>	\$ -	\$ -
				Lump Sum Rate for one (1) service visit	
E.	Monthly fire alarm monitoring service	24	<input checked="" type="checkbox"/>	\$ -	\$ -
				Lump Sum Rate for one (1) service visit	
F.	Fire Extinguisher inspection for 60 fire extinguishers	120	<input checked="" type="checkbox"/>	\$ -	\$ -
				Lump Sum Rate for inspection of each extinguisher	
G.	Non-Emergency Repair Service (estimated hours & hourly rate)	40	<input checked="" type="checkbox"/>	\$ -	\$ -
				Hourly Rate	
H.	Emergency Repairs (Business Hours, 7:30 a.m. to 4:00 p.m.)	30	<input checked="" type="checkbox"/>	\$ -	\$ -
				Hourly Rate	
I.	Emergency Repairs (Non-Business Hours, 4:00 p.m. to 7:30 a.m.)	25	<input checked="" type="checkbox"/>	\$ -	\$ -
				Hourly Rate	

	Sum of A through I:	\$ -
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Basis of Award

The Basis of Award shall be used to determine the lowest responsible quote. The State makes no guarantee, expressed or implied, on the actual amount of services that shall be required for this Agreement and is subject to change based on needs of the Home. However, the rates quoted by proposer shall be binding for the term of the Agreement.

This Rate Sheet **MUST be signed and returned** (please use **Blue** ink when signing). The quote must be transmitted via email in accordance with solicitation instructions.

An Unsigned Rate Sheet May Be Cause For Rejection

1. Company Name	2. Telephone 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:	

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:

Question and Answers for Bid #15RS0001 - 15RS0001 Fire Systems Services - Redding**Overall Bid Questions****Question 1**

Who is current vendor? (Submitted: Jun 5, 2015 9:54:13 AM PDT)

Answer

- SUBJECT: Freedom of Information Act Request - Procedures for Obtaining Current Vendor NAME

The information must be obtained by emailing a Freedom of Information Act request to Cheryl McNeal at Cheryl.mcneal@calvet.ca.gov or by mailing the request to the following address:

CDVA â€” Legal Office

Attn: Ms Cheryl McNeal (Room 306)

1227 O Street

Sacramento, CA 95814-5840

The request must indicate the information to be provided as required by the Freedom of Information Act and should indicate the specific type of information needed (invoices, hourly rates, usage amounts, dates- of-service, type of service, service location, agreement number(s) (if known), etc.).

In addition, a billing address should also be indicated within the request because a per-page charge (approximately \$0.20 cents per-page) will be applied.

Please note: Invitation-For-Bid procedures are currently being accomplished for the services at the location and the information as requested will be provided after the contract has been awarded to the lowest bidder.

Please email me (angela.defrancesco@calvet.ca.gov) or call me at (530) 224-3805 if you need answers to any questions.

Thank you.

Sincerely,

Angela DeFrancesco

Associate Governmental Program Analyst â€” Contracts | Redding Veteranâ€™s Home

California Department of Veterans Affairs

â€” 530-224-3805 (Direct) (Answered: Jun 5, 2015 3:38:10 PM PDT)

Question Deadline: Jun 11, 2015 3:30:00 PM PDT