



Notice to Prospective Bidders
Uninterrupted Power Supply (UPS) Maintenance and Repair Services Request for
Quote (RFQ) #A241013184
SB OPTION

October 22, 2024

As a State of California certified Small Business (SB), you are invited to review and respond to this contracting opportunity for **Uninterrupted Power Supply (UPS) Maintenance and Repair Services**, offered by Cal OES. Government Code Section 14838.5 allows state agencies to contract with California certified SB's or DVBEs for goods, services and information technology for up to \$249,999.99 as long as the agency obtains price quotations from two or more certified SB's, including Micro-business (es) (MBs) or DVBEs with the condition that the contract award, if made, is to a California certified SB (MB) or DVBE.

Please find attached the sample contract for the services requested. The **mandatory** walk-through dates are identified in the below table. All questions arising from the walk-through must be submitted in writing to the Contract Analyst prior to October 31, 2024. Verbal information at walk-through will not be binding on the State unless such information is issued in writing as an addendum. Responses to questions will be provided to those who attended the mandatory walk-through by November 1, 2024.



EVENT	DATE
Release of RFQ	October 22, 2024
Mandatory Walkthrough (If attended on August 22, 2024 attendance is not required) 3650 Schriever Ave. Mather, CA 95655	October 30, 2024 10:00 AM (PT) Point of Contact: Abdu Awadallah, (916) 845-8476 Abedalwadud.Awadallah@CalOES.ca.gov
Deadline for Submittal of Questions	October 31, 2024 by 4:00 PM (PT)
Cal OES Response to Submitted Questions	November 1, 2024
RFQ Due Date	November 4, 2024 by 3:00 PM (PT)
Term of the Agreement	November 1, 2024 or upon approval, whichever is later through October 31, 2027

Please return Exhibit B-1, by: **November 4, 2024, by 3:00 P.M. (PT)**. A completed document sent via email is required to be sent to the Contract Analyst at the email below. Please ensure insurance requirements, if applicable, as identified in the sample contract are considered in your quote.

GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) DISCLOSURE NOTIFICATION

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

Bidder must notify the State in writing if their solution or service includes, or makes available, any GenAI technology, including GenAI from third parties or subcontractors.

The State has developed a [GenAI Reporting and Factsheet \(STD 1000\)](#) to be completed by the Bidder.



Failure to submit the GenAI Reporting and Factsheet (STD 1000) will result in disqualification of the Bidder.

Failure to report GenAI to the State may void any resulting contract. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.

Upon receipt of a Bidder GenAI Reporting and Factsheet (STD 1000), the state reserves the right to incorporate GenAI Special Provisions into the final contract or reject proposals that present an unacceptable level of risk to the state.

Please note: In order to award a contract, the apparent winning Contractor will need to complete the items below:

- Payee Data Record (STD 204), which can be viewed and downloaded at:
<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>
- Payee Data Record Supplement (STD 205), which can be viewed and downloaded at:
<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf>
- Bidder Declaration (GSPD-05-105), which can be viewed and downloaded at:
<chrome-extension://efaidnbmnnibpcajpcgkclefindmkaj/https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-106.pdf>
- Contractor Certification Clauses (CCC – 04/2017), which can be viewed and downloaded at:
<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/CCC-042017.pdf?la=en&hash=4DE3E4DC414511AE378794200BA43EBF91C758EE>
- Darfur Contracting Act Certification (Pursuant to Darfur Contracting Act of 2008), which can be viewed and downloaded at:
<https://www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/Solicitation-Document-Attachments/Darfur-Contracting-Act.pdf>
- GenAI Disclosure & Factsheet (STD 1000), which can be viewed and downloaded at:
<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std1000.pdf>



- Certificate of Insurance and its endorsements as identified in Exhibit E of the attached sample contract.
- Contractors State Board C-10 Electrical Contractors License.

If there are any questions, please contact the Contract Analyst listed below. Cal OES reserves the right to withdraw this contracting opportunity for any reason.

Antonio Castaneda, Contract Analyst
contractsunit@caloes.ca.gov

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
A241013184PURCHASING AUTHORITY NUMBER (If Applicable)
GOES-0690

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

CONTRACTING AGENCY NAME

California Governor's Office of Emergency Services (Cal OES)

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

November 1, 2024, or upon approval, whichever is later

THROUGH END DATE

October 31, 2027

3. The maximum amount of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Statement of Work	12
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit B-1	Cost Sheet	2
Exhibit C	General Terms and Conditions	1
Exhibit D	Additional Provisions	3

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

TBD

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Governor's Office of Emergency Services (Cal OES)

CONTRACTING AGENCY ADDRESS 10391 Peter A McCuen Blvd	CITY Mather	STATE CA	ZIP 95655
PRINTED NAME OF PERSON SIGNING Mary Rucker	TITLE Assistant Director, Finance & Administration		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

**EXHIBIT A
STATEMENT OF WORK (SOW)**

UNINTERRUPTED POWER SUPPLY (UPS) MAINTENANCE AND REPAIR SERVICES

1. OBJECTIVE

The California Governor's Office of Emergency Services, hereinafter referred to as "Cal OES", requires TBD, hereinafter referred to as "Contractor", preventative maintenance and repair services for the APC and Mitsubishi UPS systems, located at Cal OES Headquarters, 3650 Schriever Avenue, Mather, CA 95655, Building A. The Contractor shall provide all labor, materials, staff, transportation, equipment, and every other item of expense necessary to perform quarterly, semi-annual, and annual preventative maintenance (PM) and on-site repair services on the UPS systems.

2. TERM/PERIOD OF PERFORMANCE

- A. The period of performance for the Agreement shall be November 1, 2024, or upon approval, whichever is later, through October 31, 2027.
- B. The Contractor shall not be authorized to deliver or commence the performance of services as described in this SOW until the Agreement has been fully executed. Any delivery or performance of service that is commenced prior to the execution of the Agreement shall be considered voluntary on the part of the Contractor and non-compensable.
- C. Consistent with the terms and conditions of the original solicitation, and upon mutual consent, Cal OES and the Contractor may execute written amendments to alter the method, price, or schedule of the work, subject to the limitations set forth by California Public Contract Code, section 100 et seq, and the California State Contracting Manual, Volume 1.

3. BUDGETED AMOUNT

The initial award of this Agreement shall not exceed \$TBD and there is no obligation on Cal OES' part to utilize the entire amount. Any increases in the budgeted amount will be at the rates evaluated and considered herein.

4. QUALIFICATIONS

Mandatory Qualifications

- A. The Contractor must possess a C-10 Contractors License.

Minimum Qualifications

B. The Contractor must provide proof of standard processes and procedures of UPS testing and maintenance equipment training for all employed personnel working on UPS equipment.

5. PROJECT TASKS AND DELIVERABLES

The Contractor must perform project tasks and/or deliverables including, but not limited to, the following:

A. The Contractor shall perform repairs and services to the following equipment:

- i. **Mitsubishi 9900AE 80kVA fan replacement**
- ii. **Replacement of (40) DataSafe 12 HX 330-FR with CSB equivalent.**
- iii. **Mitsubishi UPS and Battery Cabinets - Building "A" Emergency Power**
 - a. M9900A-E-080-480-480N: Mitsubishi 80kVA UPS System
 - b. BC430-408350-080B4-200 Mitsubishi Battery Cabinet
 - c. UD1000020-080-2YD3K0: Mitsubishi 3 Breaker Bypass 480-208
- iv. **APC Symmetra UPS and Battery Cabinet – Building "A" Server Room Power**
 - a. Model # SYCF100KF, S/N PD 1250150210PS Preventative Maintenance and Repair Services shall include all parts, labor, component upgrades, and travel expenses.

B. **Semi-Annual UPS Preventative Maintenance**

- i. The contractor shall inspect room conditions, ambient temperature, and equipment access.
- ii. The contractor shall inspect for unusual noise or vibration.
- iii. The contractor shall check fan assemblies.
- iv. The contractor shall record system load and verify alarm status of the system.
- v. The contractor shall verify airflow through the module.
- vi. The contractor shall verify and record available meter readings on the unit.
- vii. The contractor shall inspect air filters as needed.

- viii. The contractor shall inspect equipment for unusual heat, noise, and vibration.
- ix. The contractor shall inspect both AC and DC capacitors.
- x. The contractor shall inspect power supplies.
- xi. The contractor shall verify alarm signals.
- xii. The contractor shall verify remote monitoring of alarms and signals with the client if applicable.
- xiii. The contractor shall transfer to and from internal bypass.

C. Annual UPS Preventive Maintenance

- i. The contractor shall inspect and replace air filters as needed.
- ii. The contractor shall inspect magnetics for signs of de-lamination or heat.
- iii. The contractor shall inspect wiring and conductors.
- iv. The contractor shall inspect all lugs and connections.
- v. The contractor shall infra-scan internal components of UPS before shutdown.
- vi. The contractor shall calibrate equipment per manufacturer specifications.
- vii. The contractor shall verify DC float, recharge, and equalize voltage.
- viii. The contractor shall tighten all lugs and connections.
- ix. The contractor shall record DC bus reading and calibrate as needed.
- x. The contractor shall inspect the Inverter section and circuits.
- xi. The contractor shall inspect the static switch.
- xii. The contractor shall test and verify UPS transfer logic.
- xiii. The contractor shall perform transfers to and from external maintenance bypass.
- xiv. The contractor shall test input fail operation and short-duration battery discharge.
- xv. The contractor shall upon placement of UPS to normal operational mode, verify and record output and float voltages.

D. Quarterly Battery Preventative Maintenance

- i. The contractor shall inspect room conditions, ambient temperature, and equipment access.
- ii. The contractor shall inspect the integrity of the battery rack/cabinet.
- iii. The contractor shall inspect for corrosion on all terminals and connections.
- iv. The contractor shall inspect each battery for cracks, leaks, and bulging of the jars.
- v. The contractor shall measure and record battery string AC ripple milli-amp potential.
- vi. The contractor shall measure and record battery string AC ripple milli-volt potential.
- vii. The contractor shall measure and record battery string DC float potential.
- viii. The contractor shall measure and record individual battery DC volt potential.
- ix. The contractor shall measure and record cell internal Impedance.
- x. The contractor shall provide written reports on battery condition, battery room environment, and deficiencies and provide future recommendations.

E. Semi-Annual Battery Preventative Maintenance

- i. The contractor shall clean dust and debris from batteries, rack/cabinet.
- ii. The contractor shall measure and record battery internal impedance (10% of each string). Torque inner-cell connections (10% of each string)

F. Annual Battery Preventative Maintenance

- i. The contractor shall measure and record end plate DC potential, and AC ripple.
- ii. The contractor shall torque (100% each string) inner-cell connections.

6. ACCEPTANCE OF SERVICES

Payment for services performed under this Agreement shall be in accordance with the Cost Sheet, Exhibit B-1. The approval process is outlined in the Performance Section of this SOW. Acceptance criteria shall consist of the following:

- A. The Contractor is responsible for obtaining approval from Cal OES Contract Manager before beginning any services.
- B. The Contractor shall meet all timelines and deliverable due dates as described herein.
- C. It shall be Cal OES' sole determination as to whether services have been successfully completed and are acceptable.
- D. The Contractor costs related to rework of unacceptable work products shall be costs of the Contractor and shall not be billed to Cal OES.

7. CONTRACTOR RESPONSIBILITIES

- a. This serves as a notice under Executive Order N-6-22 that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the Executive Order and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.
- b. The Contractor shall provide all equipment and/or software necessary to perform the required duties outlined herein.
- c. The Contractor shall designate a primary contact person to whom all project communications may be addressed and who has the authority to act on all aspects of the services.
- d. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall provide qualified and suitable substitute personnel.
- e. The Contractor shall provide all reports in layman English (non-technical).

- f. The Contractor shall respond to initial Cal OES contact within thirty (30) minutes, "return call back time".
- g. The Contractor shall provide immediate on-site repair services no later than four (4) hours from initial call, and the problem remedied within twenty-four (24 hours), or sooner.
- h. The Contractor and their designees shall obtain badge access for emergency service calls at the headquarters front security desk, 3650 Schriever Ave, Mather, CA 95655, Building
- i. The Contractor shall provide access to Factory Technical Support during normal business hours, Monday - Friday, 8:00 AM - 5:00 PM, PST.
- j. The Contractor shall provide a Call Management log to include a record of all reported site events and calls.

8. CAL OES RESPONSIBILITIES

- A. Cal OES shall designate a person to whom all Contractor communication will be addressed, and who has the authority to act on all aspects of the services. This person will review the SOW and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.
- B. Cal OES shall provide access to department staff and management, offices and operation areas, as required, to complete the tasks and activities defined under this Agreement.

9. PREVAILING WAGE REQUIREMENT

- A. The Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1774, the Contractor and every subcontractor, regardless of tier, shall pay not less than the specified prevailing wage rates to all workers employed in the execution of the Contract. In accordance with Section 1775, the Contractor shall forfeit to the State up to \$200 for each day, or portion thereof, for each worker paid less than the prevailing wage rates for the work or craft in which the worker is employed for any work executed under the Contract by the Contractor or by any subcontractor, regardless of tier, in violation of the provisions of the Labor Code; and, in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to such forfeiture, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each day, or portion thereof, shall be paid to each underpaid worker by the Contractor. This provision shall not apply to properly registered apprentices.
- B. Pursuant to Labor Code, Section 1770, the Director of the Department of Industrial Relations (DIR) has ascertained the general prevailing rate of per diem wages and a

general prevailing rate for legal holiday and overtime work for each craft required for execution of the Contract. The Contractor shall obtain copies of the prevailing rate of per diem wages from:

Department of Industrial Relations, Division of Labor Statistics & Research
PO Box 420603
San Francisco, CA 94142-0603
(415) 703-4780

Or wage rates may be accessed on the internet at:
http://www.dir.ca.gov/OPRL/statistics_research.html.

The Contractor is responsible to read, understand and comply with all the guidelines, including the fine print in the prevailing wage determinations; and shall post a copy of the prevailing wage rates, specific to the Project, at the Project site.

- C. Wage rates set forth are the minimum that may be paid by the Contractor. Nothing herein shall be construed as preventing the Contractor from paying more than the minimum rates set. No extra compensation will be allowed by the State due to the inability of the Contractor to hire labor at minimum rates, nor for necessity for payment by the Contractor of subsistence, travel time, overtime, or other added compensations, all of which possibilities are elements to be considered and ascertained to the Contractor's own satisfaction in preparing their Cost Sheet at the time of the bidding opportunity and will be applicable for the term of the contract.
- D. If it becomes necessary to employ crafts other than those listed in DIR's General Prevailing Wage Rate booklet, the Contractor shall contact the Division of Labor Statistics and Research as noted above. The rates thus determined shall be applicable as minimum for the contract and incorporated in the Cost Sheet. When the wage determination shows an expiration date (noted by a double asterisk**), to expire during the term of the contract, the Contractor must call or write the DIR to obtain the new rates and will have incorporated them into their Cost Sheet at the time of the bidding opportunity and will then be applicable for the term of the contract.
- E. The Contractor and each subcontractor, regardless of tier, shall keep an accurate payroll record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or subcontractor in connection with the Work. Payroll records shall be certified and shall be on forms provided by the Division

of Labor Standards Enforcement, or shall contain the same information as those forms. The Contractor's and subcontractor's certified payroll records for each employee shall be submitted with each payment request, covering the period of the payment request unless requested otherwise by the Labor Commissioner of the Department of Industrial Relations pursuant to Labor Code Section 1771.4(c)(2)(b). If this contract was awarded on or after April 1, 2015, monthly payrolls should be sent directly to the Department of Industrial Relations in the current prescribed electronic format. Refer to <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for access to the electronic Certified Payroll Application.

F. Labor Compliance Monitoring and Enforcement: This project is subject to monitoring and enforcement by the Department of Industrial Relations (DIR), Compliance Monitoring Unit if awarded after January 1, 2015. All Contractors and subcontractors, regardless of tier, shall be required to comply with the Monitoring and Enforcement Program, including, but not limited to, contractor registration, submittal of electronic certified payroll reports directly to the DIR and cooperation with on-site monitoring by DIR personnel. Refer to Labor Code 1771.4 et seq.

10. PERFORMANCE

Cal OES will be the sole judge of the acceptability of all work performed and all work products produced by the Contractor as a result of this SOW. Should the work performed or the products produced by the Contractor fail to meet Cal OES' conditions, requirements, specifications, guidelines, or other applicable standards, the following resolution process will be employed, except as superseded by other binding processes:

- A. Cal OES will notify the Contractor of such problems in writing within five (5) business days.
- B. The Contractor must respond to Cal OES within five (5) business days after initial problem notification. The response shall include a corrective action plan and detailed explanation of how the Contractor plans to mitigate the issue.
 - i. Failure by the Contractor to respond to Cal OES' initial problem notification within the required time limit may result in immediate termination of the Contract. In the event of such termination, Cal OES shall pay all amounts due the Contractor for all work accepted prior to termination.
- C. Cal OES will, within five (5) business days after receipt of the Contractor's corrective action plan, notify the Contractor in writing whether it accepts or rejects the plan.
 - i. If Cal OES rejects the corrective action plan, the Contractor will submit a revised plan within three (3) business days. Failure by the Contractor to respond to Cal OES' notification may result in immediate termination of the Agreement.

- D. Upon receipt of the revised corrective action plan, Cal OES will notify the Contractor in writing whether it accepts or rejects the revised plan within three (3) business days.
 - i. Rejection of the revised corrective action plan will result in immediate termination of the Agreement.
- E. In the event of Agreement termination, Cal OES shall pay all amounts due to the Contractor for all work accepted prior to termination.

11. PROBLEM ESCALATION

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to Cal OES' attention. There may be instances where the severity of the problem(s) justifies escalated reporting. To this extent, the Contractor will determine the level of severity and notify the appropriate Cal OES personnel. Cal OES personnel notified and the time period taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue. The relevant Cal OES personnel include, but are not limited to, the following:

First level: Matthew Willis SSM I Facilities
916-845-8187
Matthew.Willis@caloes.ca.gov

Second level: Jay Jacobs, Facilities Branch Chief
(916) 845-8182
Randi.Chegwidden@Caloes.ca.gov

Third level: Marvin Green, Deputy Director
(916) 761-9557
Marvin.Green@Caloes.ca.gov

12. TERMINATION OF AGREEMENT

Cal OES reserves the right to terminate this Agreement, subject to thirty (30) days written notice to the Contractor. In the event of termination, Cal OES shall pay all amounts due the Contractor for all services rendered and accepted prior to termination.

Additional conditions for termination include, but are not limited to, the following:

- A. This Agreement 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 Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on Cal OES' notification to the Contractor.

- B. This Agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or Cal OES' 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.
- C. Cal OES may terminate performance of work under this Agreement for its convenience in whole or, from time to time, in part, if Cal OES determines that a termination is in the State's interest.
 - i. Cal OES shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the Agreement, the Agreement shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Agreement shall not be void.
 - ii. After receipt of a Notice of Termination, and except as directed by Cal OES, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
 - a) Stop work as specified in the Notice of Termination.
 - b) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.
 - c) Terminate all subcontracts to the extent they relate to the work terminated.
 - d) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification of which will be final for purposes of this clause.
- D. The Contractor may submit a written request to terminate this Agreement only if Cal OES should substantially fail to perform its responsibilities as provided herein.

13. GENAI TECHNOLOGY USE & REPORTING

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

14. AUTHORIZED REPRESENTATIVES

The authorized representatives during the term of this Agreement are identified in the tables below. Changes to the Authorized Representatives are allowed without contract amendment via written notice to the representatives identified below.

For service related inquiries:

The California Governor's Office of Emergency Services		TBD	
NAME:	Contract Manager, Abdu Awadallah Facilities Analyst	NAME:	
ADDRESS:	3650 Schriever Ave Mather, CA 95655	ADDRESS:	
PHONE:	(916) 291-3740	PHONE:	
EMAIL:	Abeddalwadud.Awadallah@caloes.ca.gov	EMAIL:	

For Agreement administrative inquiries:

The California Governor's Office of Emergency Services		TBD	
NAME:	Antonio Castaneda, Contract Analyst	NAME:	
ADDRESS:	10391 Peter A McCuen Blvd Mather, CA 95655	ADDRESS:	
PHONE:	(916) 364-4626	PHONE:	
EMAIL:	Antonio.Castaneda@Caloes.ca.gov	EMAIL:	

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payment for services performed under this Agreement shall be in accordance with the Cost Sheet, Exhibit B-1. It shall be Cal OES' sole determination as to whether a service has been successfully completed and is acceptable.
2. Invoices shall be submitted after services are rendered and shall include the following information:
 - a. Agreement No.
 - b. Contractor
 - c. Service
 - d. Itemized Cost
 - e. Invoice Date

Invoices shall be due and payable, and payment shall be made, only after Cal OES' Contract Manager's acceptance of services.

3. The Contractor's costs related to items such as travel and per diem shall be inclusive in the Cost Sheet, Exhibit B-1, and **will not be paid separately** as part of this Agreement.
4. Submit invoices to:

California Governor's Office of Emergency Services
Accounting Unit
APInvoices@caloes.ca.gov

5. 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, Cal OES shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
6. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, Cal OES shall have the option to either cancel this Agreement with no liability occurring to Cal OES, or offer an amendment to the Contractor to reflect the reduced amount.
7. All payments will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT B-1
COST SHEET**

The Contractor shall provide all labor, materials, equipment, and every other item of expense, direct or indirect necessary to complete the services in accordance with the specifications described in the Statement of Work, Exhibit A, at the rates specified below. Cal OES makes no guarantee, expressed or implied, on the actual amount of services/hours that shall be required for this Agreement, and reserves the right to omit portions or quantities of work, as may be deemed necessary. Payment for service performed under this Agreement shall be for actual expenditures incurred. The rates referenced below shall be binding for the term of the Agreement.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	UNIT OF MEASURE	EXTENDED PRICE
1	Quarterly Battery Preventive Maintenance	12	\$	EACH	\$
2	Semi-Annual Battery Preventive Maintenance	6	\$	EACH	\$
3	Annual Battery Preventive Maintenance	3	\$	EACH	\$
4	Semi-Annual UPS Preventive Maintenance	6	\$	EACH	\$
5	Annual UPS Preventive Maintenance	3	\$	EACH	\$
6	Mitsubishi 9900AE 80kVA Fan replacement	1	\$	EACH	\$
7	(40) DataSafe 12 HX 330-FR replacement	40	\$	EACH	\$
8	Anticipated Tasks (Standard Hourly Rate)	15	\$	Hourly	\$
9	Anticipated Tasks (Overtime/Emergency Rate)	15	\$	Hourly	\$
10	Repair Parts	Not to Exceed			\$ 5,000.00
GRAND TOTAL					\$

Parts Markup	_____ %
--------------	---------

* An additional \$TBD is included for parts. The expenditure of additional moneys for parts and equipment must have prior approval from the Cal OES Contract Manager and be supported by itemized invoices and receipts.

The Contractor agrees to pay not less than prevailing wage rates of pay for the particular craft, classifications, or type of workers employed by him/her on the project in accordance with set forth Specifications, and further agrees that said subcontractors engaged by Contractor shall pay not less than said rates of pay to all workers employed on the project.

The rates of prevailing wages are determined by the Department of Industrial Relations (DIR), Labor Statistics and Research http://www.dir.ca.gov/OPRL/statistics_research.html.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

The General Terms and Conditions (GTCs) are hereby incorporated by reference and can be accessed by visiting the following links:

Non-IT Services General Terms and Conditions (Rev. 04/2017):

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.ashx?la=en&hash=04E212331938533CCF1EC73EB0BC1FDCBADAC601>

EXHIBIT D
ADDITIONAL PROVISIONS

1. INSURANCE

The Contractor shall submit original Certificates of Insurance for all required Insurance and must show "occurrence" coverage when applicable. If a syndicate is used, the syndicate's name must be included.

All types of insurance must be issued by an insurer with a minimum Best Classification Rating of B + V, or equivalent as determined and deemed acceptable by the Department of General Services, Office of Risk and Insurance Management.

A. General Provisions Applying to All Policies

- i. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must still comply to the original terms of the contract and be no less than one (1) year or the remainder of the term of this Agreement, whichever is greater. The new certificate must show the name and address of the insurance company, the policy number, and the beginning and ending dates of the policy.
- ii. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor is responsible to notify the State within 5 business days before the effective date of any cancellation, non-renewal or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- iii. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- iv. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- v. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management – A or better and financial size category of VII or better to the latest edition of the A.M. Best Key Rating Guide. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

- vi. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- vii. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.
- viii. Satisfying an SIR – All insurance policies required by this contract/permit must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- ix. Available Coverages/Limits – All coverage and limits available to the contractor shall also be available and applicable to the State.
- x. Subcontractors – In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insureds under Contractor's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

B. Insurance Requirements

- i. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined, with a \$2,000,000 annual policy aggregate. The policy shall 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. **The policy must include The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract.**
- ii. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. The insurer waives any right of recovery the insurer may have against the State because of payments the insurer makes for injury or damage arising out of the work done under contract/permit with the State. **A Waiver of Subrogation or Right to Recover endorsement in favor of the State must be attached to the certificate.**
- iii. Automobile Liability – By signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid

automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

The Contractor shall furnish a Certificate of Insurance. The Certificate of Insurance will provide the above listed liability coverages and the Certificate Holder shall read:

**California Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655-4203**

C. Other Required Insurance Provisions

Certificate of Insurance must also contain all of the following provisions:

- i. Statement requiring the Insurer to provide written notice to Cal OES thirty (30) calendar days prior to cancelling the Contractor's policy.
- ii. Statement that Cal OES, its officers, agents, servants and employees are included as additional insured on the policy, but only insofar as the services under this Agreement are concerned.
- iii. Statement that neither Cal OES, nor any of its agents, will be responsible for any premium or assessment on said policies.
- iv. In the event Contractor fails to keep the insurance coverage as herein prescribed in effect at all times during the term of this Agreement, Cal OES may, in addition to any other remedies it may have, terminate this Agreement effective the last day of insurance coverage.
- v. The Contractor shall email the certificate of insurance, **identifying the Agreement number**, to Cal OES at the following email address:

ContractsUnit@caloes.ca.gov
Contract Number A241013184