

# Notice To RFP Respondents

## PUBLIC RELEASE OF PROPOSALS

Under the California Public Records Act, the records of state agencies are generally available to the public upon request. The Proposal you submit will be a public document. If you are awarded the contract, the contract will be a public document.

The Public Records Act allows CIRM to withhold documents, or parts of documents, that reveal trade secrets or information that is confidential or proprietary, or information that would invade personal privacy.

You should submit your Proposal in a form that does not include such information. If you wish to include non-public information, put that information in a separate envelope labeled “Confidential,” and include a brief explanation of the reason the information is non-public. If you do not provide an adequate basis for withholding the information, CIRM is required to make it available to the public. CIRM reserves the right to make the final determination whether to withhold or produce a document or portion of a document in response to a Public Records Act request. If CIRM withholds information at your request, you may be required to litigate any claim of trade secret that you assert.

CIRM is not permitted to provide legal advice about the Public Records Act and/or its exemptions. The following documents provide additional information about CIRM obligations under the Public Records Act:

CIRM Public Records Access Guide

<http://www.cirm.ca.gov/faq/pdf/guidelines.pdf>

Summary of the California Public Records Act

[http://www.ag.ca.gov/publications/summary\\_public\\_records\\_act.pdf](http://www.ag.ca.gov/publications/summary_public_records_act.pdf)



REQUEST FOR PROPOSALS

September 10, 2015

STRUCTURED CABLING SYSTEMS INSTALLATION SERVICES

CIRM RFP # 2725

The California Institute for Regenerative Medicine (CIRM) seeks an outstanding company specializing in Installing Structured Cabling Systems (referred to herein as Installer). Full details are provided in this Request for Proposals (RFP).

If you have questions about the process for submitting a proposal, contact:

Cynthia Schaffer  
Contracts Administrator  
(415) 396-9241  
cschaffer@cirm.ca.gov

If you have questions the scope services to be addressed in a proposal, contact:

Manda Mora Simpson  
Senior Executive Assistant  
Office of the President and Chief Executive Officer  
Office: 415 396 9105  
mmora@cirm.ca.gov

Deadline for Response: All required documents (including CD and hard copy with original signature) must be received at CIRM no later than 5:00 pm Pacific Time on **September 24, 2015**.

## 1. Introduction

The California Institute for Regenerative Medicine (CIRM) was established in early 2005 following the passage of Proposition 71, the California Stem Cell Research and Cures Initiative. The statewide ballot measure, which provided \$3 billion in funding for stem cell research at California universities and research institutions, was approved by California voters on November 2, 2004, and called for the establishment of a new state agency to make grants and provide loans for stem cell research, research facilities and other vital research opportunities.

CIRM's mission is to accelerate the development of stem cell therapies for patients with unmet medical needs. Under the leadership of Dr. C. Randal Mills, the President and CEO of CIRM, CIRM implemented CIRM 2.0 and placed an added emphasis on speed, partnerships, and patients. CIRM is moving to new offices in Oakland, California in order to save its resources for further therapeutic research.

## 2. Purpose and Description of Services

CIRM will be moving from 210 King Street, 3<sup>rd</sup> floor, San Francisco, CA 94107 to 1999 Harrison Street, 15 & 16<sup>th</sup> floors, Oakland, CA 94612 on approximately November 27, 2015 (date is subject to change if there are construction delays).

The purpose of this RFP is to solicit bids to provide complete Information & Communications Technology (ITC) Structure Cabling System (SCS) installation services. The work will include the installation, testing, and acceptance of the ITC-SCS specified in the Power and Signal Plans (Exhibit A).

The Installer will be expected to provide CIRM with the services described below:

Labor, equipment and materials to perform installation, testing and acceptance of the ITC-SCS.

Review of the Power and Signal Plans and scoping of work for all materials to be housed in the intermediate distribution frame (IDF) on the 16th floor, including cabling for the CIRM offices on the 15th floor.

CAT 6 cable throughout

2 cables per workstation

4 cables per floor core at conference rooms

2 cables per typical wall outlet

4 cables per executive office wall outlet

Minimum of 15 Wireless Access Point (WAP) locations (CAT 6A cabling). Vendor to prepare heat map to pinpoint drop locations and determine total number of WAPs necessary for complete wireless coverage.

2 cables per copier location

Installer is responsible for furnishing and installing one 4 post cabinet and 2 relay racks in IDF.

Installer will coordinate with CIRM's Audio Visual Designer and Security System vendor. The wiring for the Audio Visual System and Security System will be furnished and installed by others (except as already specified on the Exhibit A Power and Signal Plans).

Exhibit B contains the Project Schedule for the various Construction components including the structured cabling systems. Please refer to Exhibit B for the timing of the installation requested herein.

#### 4. Time Schedule

<u>Event</u>	<u>Date</u>
RFP available to prospective bidders	September 10, 2015
Final Date for Proposal Submission	September 24, 2015
Award anticipated	September 29, 2015
Proposed Start Date of Agreement	September 30, 2015

#### 5. Cost Proposal

The Installer's lump sum bid shall include all labor, licenses, permits, supervision, materials, equipment, insurance, bonds, overhead, profit and anticipated overtime costs. Bid shall be all-inclusive and the Installer shall be responsible for all parts, labor, and all other associated apparatus necessary to completely install, test, and turnover for acceptance to CIRM the complete installation at the sites for the ITC-SCS as detailed in the Exhibit A - Power and Signal Plans. Change requests for cables or locations within five percent (+/- 5%), shall not cause an amendment or change order.

#### 6. Qualifications Required

The Installer shall be licensed cabling contractor for the past five (5) years. Bidder shall provide proof of having been in the business for the past five (5) years.

The Installer shall be responsible for knowing and shall adhere to all applicable requirements established by the building owners and building managers at all facilities. Please see Exhibit C – Rules and Regulations for Construction at 1999 Harrison Street.

## 7. Submitting a proposal

### 7.1. Documents to be Submitted

There are four parts to a proposal. Form I (Consultant Information) and Form II (References) are included in this RFP as forms to be completed and returned with your proposal. There is no form for Bid and Qualifications. You should prepare a PDF or Word document with your responses to the questions listed in the next section. The Notice Regarding Public Release of Proposals, which is attached to this RFP as Attachment A, and which explains how you may designate certain materials as “confidential.” In order for your proposal to be considered, you must review and sign Attachment A and return it to CIRM with the other parts of your proposal.

### 7.2. Proposal and Qualifications

Provide straightforward and concise responses to the following in a separate document:

- A. Qualifications and Experience of Structured Cabling Installer. Discuss how your Company’s overall experience demonstrates your Company’s ability to successfully complete the Scope of Services. Provide a detailed list of installations you have performed in the past three years.
- B. Comparable Projects. Provide a brief list and description of comparable clients and their structured cabling installations which were successfully completed within the last three years.
- C. Cost Proposal. Provide a detailed cost proposal as described in more detail in Paragraph 5, above.

### 7.3. Submission

#### 7.3.1. Format

Please submit a hard copy of the proposal, with original signature, and a digital copy on a CD. Both the hard copy and the digital copy must be received at CIRM before the deadline.

Hard Copy: Submit one hard copy, with original signature.

Digital: Submit a CD with a PDF version of the hard copy, as well as digital versions of samples of past work.

### 7.3.2. Delivery

The proposal envelope(s) should be addressed as follows and must be plainly marked with the RFP number and title:

Cynthia Schaffer, Contracts Administrator  
RFP # 2725 Structured Cabling Installation  
California Institute for Regenerative Medicine  
210 King Street, 3rd Floor  
San Francisco, CA 94107

### 7.3.3. Deadline

All submittals must be received at CIRM no later than 5:00 pm Pacific Time, September 23, 2015.

## 8. Selection

The purpose of the proposal evaluation process is twofold: (1) to assess the responses for compliance with the RFP's minimum qualifications, content and format requirements; and (2) to identify Structured Cabling Installation firms that have the highest probability of satisfactorily performing the services requested by CIRM at the best value. The evaluation process will be conducted in a comprehensive and impartial manner as set forth herein.

Proposals will undergo an evaluation process conducted by CIRM. Based on this evaluation, candidates may be invited to interview with CIRM and may have their references checked.

In evaluating the proposals, CIRM will consider the perceived quality of the response, including Installer's proposed scope of services, cost proposal, timeline, references, experience and qualifications.

## 9. Contract Terms

CIRM will use the standard State of California Purchase Order with University of California Office of the President Brief Form Construction Contract terms. See Exhibit D for the template.

## 10. Additional Information

- a) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. CIRM may waive any immaterial deviation in a proposal. CIRM's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the contract.
- b) CIRM may reject any or all proposals.

- c) Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to CIRM.
- d) A proposer may withdraw its proposal by submitting a written withdrawal request to CIRM, signed by the Proposer or an authorized agent.
- e) A proposer may not modify a proposal after its submission. If the submission deadline has not passed, a proposer may withdraw its original proposal and submit a new proposal. Proposal modifications made in any other manner, oral or written, will not be considered.
- f) CIRM may modify the RFP prior to the date fixed for submission of proposals by posting the modified RFP on its website. If you are preparing a proposal, you should check the CIRM website for modifications to the RFP.
- g) CIRM will not consider more than one proposal from an individual, firm, partnership, corporation or association, under the same or different names.
- h) No oral understanding or agreement shall be binding on either party.

#### 11. Public Release of Proposals

All documents submitted in response to this RFP will become the property of CIRM, 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. Attachment A to this RFP (Notice Regarding Public Release of Proposals) contains important details about the California Public Records Act and requirements for submitting any information in support of your proposal that you believe may legally be withheld from public disclosure. In order for your proposal to be considered, you must review and sign Attachment A and return it to CIRM, along with your proposal.

#### 12. Attached Documents

Exhibit A – Power and Signal Plans for 1999 Harrison Street, 15th & 16<sup>th</sup> Floors

Exhibit B – CIRM Project Schedule for Construction including Structured Cabling

Exhibit C – Rules and Regulations for construction at 1999 Harrison Street

Exhibit D - UCOP Brief Form Construction Contract terms

Attachment A - Notice Regarding Public Release of Proposals (to be signed)

Attachment B - Form I: Consultant Information

Attachment C - Form II: References

**P W E R N R S**

**POWER CONTROLS:**

A. PER CALIFORNIA ENERGY CODE TITLE-24 2013, IN PRIVATE AND OPEN OFFICES, RECEPTION, CONFERENCE ROOMS, KITCHENETTES, AND COPY ROOMS, PROVIDE AT LEAST ONE RECEPTACLE WITH OCCUPANCY SENSOR SHUTOFF WITHIN 6 FEET OF UNCONTROLLED RECEPTABLES, EXCEPT FOR COPIER, PRINTER, OTHER IT EQUIPMENT, REFRIGERATORS, AND WATER DISPENSARY EQUIPMENT. PROVIDE ONE CONTROLLED CIRCUIT RECEPTACLE PER WORKSTATION. IN A 4-CIRCUIT SYSTEM, ONE CIRCUIT SHALL BE CONTROLLED. CONTRACTOR SHALL COORDINATE EXACT WIRING REQUIREMENTS WITH FURNITURE VENDOR, AND PROVIDE WIRING AS REQUIRED. COORDINATE EXACT WIRING SYSTEM (INTERNAL TELEDATA AND POWER DISTRIBUTION) WITH THE FURNITURE VENDOR. ELECTRIFIED FURNITURE SYSTEM POWER WHIP CONNECTION LOCATIONS SHALL BE COORDINATED BASED UPON ACTUAL FIELD LOCATIONS OF THE MAIN FEEDS. FURNITURE SHALL BE EQUIPPED WITH CODE APPROVED INTERNAL RACENAYS, WIRING AND OUTLET FOR PROPER AND EVEN DISTRIBUTION OF POWER/CIRCUIT.

B. PROVIDE 'SPLITWIRED' DUPLEX OR QUADRAPLEX RECEPTABLES. HALF OF DEVICE SHALL BE CONTROLLED VIA OUTPUT OF PLUG LOAD ROOM CONTROLLER. PLUG CONTROLLER SHALL BE CONNECTED TO OCCUPANCY SENSOR IN THE SPACE FOR AUTOMATIC SHUT-OFF.

C. FOR ALL WALL MOUNTED OCCUPANCY SENSOR SHUT-OFF CONTROLLED RECEPTABLES, PROVIDE PLUGLOAD CONTROLLABLE DECORATOR RECEPTACLE WITH MANUFACTURED MARKING PRINTED ON THE FACE OF RECEPTACLE. HAND MARKING TAG ON THE FACE OF RECEPTACLE IS ACCEPTABLE.

D. FURNITURE VENDOR SHALL PROVIDE RECEPTACLE LAYOUT IN ELECTRIFIED FURNITURE PARTITIONS SUCH THAT EITHER A) THERE IS A CONTROLLED RECEPTACLE WITHIN 6 FEET OF EVERY NON-CONTROLLED RECEPTACLE, OR B) SPLIT WIRED DUPLEX RECEPTABLES ARE PROVIDED, WITH ONE CONTROLLED OUTLET AND ONE UNCONTROLLED OUTLET, AS REQUIRED BY CALIFORNIA T24 2013 130.5(D). TO SATISFY THESE REQUIREMENTS, FURNITURE VENDOR SHALL PROVIDE ONE CONTROLLED CIRCUIT RECEPTACLE PER WORKSTATION. IN A 4-CIRCUIT SYSTEM, ONE CIRCUIT SHALL BE CONTROLLED. CONTRACTOR SHALL COORDINATE EXACT WIRING REQUIREMENTS WITH FURNITURE VENDOR, AND PROVIDE WIRING AS REQUIRED. COORDINATE EXACT WIRING SYSTEM (INTERNAL TELEDATA AND POWER DISTRIBUTION) WITH THE FURNITURE VENDOR. ELECTRIFIED FURNITURE SYSTEM POWER WHIP CONNECTION LOCATIONS SHALL BE COORDINATED BASED UPON ACTUAL FIELD LOCATIONS OF THE MAIN FEEDS. FURNITURE SHALL BE EQUIPPED WITH CODE APPROVED INTERNAL RACENAYS, WIRING AND OUTLET FOR PROPER AND EVEN DISTRIBUTION OF POWER/CIRCUIT.

E. PROVIDE ENERGY CONSUMPTION METERING AS REQUIRED BY CODE.

1	REFRIGERATOR	28 3/8" x 5/8" x 70 1/8"	AMANA	ABC2037DEW	-	15	120	BREAK ROOM	PROVIDE WATER LINE AND POWER LOCATION PER MFG. SPECIFICATIONS	TENANT	TENANT
2	REFRIGERATOR	33.25" x 29.625" x 66.75"	AMANA	ABB1921DEW	-	15A	120	BREAK ROOM	PROVIDE WATER LINE AND POWER LOCATION PER MFG. SPECIFICATIONS	TENANT	TENANT
3	DISHWASHER	23 1/2" x 24 1/2" x 32 1/2"	FRIGIDAIRE	FDB2410H15	-	7A	120	BREAK ROOM	PROVIDE WATER LINE AND POWER LOCATION PER MFG. SPECIFICATIONS, SEPARATE 15A 3-WIRE GROUNDED CIRCUIT REQUIRED.	TENANT	GC
4	UNDER COUNTER REFRIGERATOR	23 1/4" x 19 7/8" x 33 1/4"	SUMMIT	FF511LBI	100	-	115	SEE PLANS	PROVIDE POWER PER MFG. SPECIFICATIONS	TENANT	GC
5	PRINTER/COPIER	27.5" x 44.4" x 45.2"	XEROX	WORKCENTRE 7855	-	15A	110-127 VAC	SEE PLANS	PROVIDE POWER PER MFG. SPECIFICATIONS	TENANT	TENANT
6	PRINTER/COPIER	31 1/2" x 25 1/2" x 45 1/2"	KONICA	BIZHUB 754e	-	15	120	15th FLR	PROVIDE POWER PER MFG. SPECIFICATIONS	TENANT	TENANT
7	PRINTER	14.49" x 14.35" x 10.53"	HP	LASER JET PRO 400 M401 DNE	570	-	110-127 VAC	EXEC. AREA	PROVIDE POWER PER MFG. SPECIFICATIONS	TENANT	TENANT
8	PRINTER	14.3" x 14.5" x 9.4"	XEROX	PHASER 3250	400	-	120	TBD	PROVIDE POWER PER MFG. SPECIFICATIONS	TENANT	TENANT
9	PRINTER	23.5" x 20.5" x 24.8"	HP	LASERJET 4700	-	-	-	TBD	PROVIDE POWER PER MFG. SPECIFICATIONS	TENANT	TENANT
10	SHREDDER	16 1/7" x 3 1/4" x 32 3/8"	FELLOWES	POWERSHRED C-320C	-	-	120	MAIL ROOM	PROVIDE POWER PER MFG. SPECIFICATIONS	TENANT	TENANT

**Y B E E N**

- ⊕ DUPLEX POWER OUTLET
- ⊕ FOURPLEX POWER OUTLET
- ⊕ DED DEDICATED DUPLEX POWER OUTLET
- ⊕ GFI GROUND FAULT INTERCEPTOR DUPLEX POWER OUTLET PROTECTION
- ⊕ ELEC ELECTRIFIED FURNITURE BASE FEED, WALL MOUNTED. BASE FEED IS TO SUPPORT OUTLETS AS SHOWN ON PLAN IN BRACKET TO EACH STATION
- ⊕ ELEC ELECTRIFIED FURNITURE BASE FEED, FLOOR MOUNTED. BASE FEED IS TO SUPPORT OUTLETS AS SHOWN ON PLAN IN BRACKET TO EACH STATION
- ⊕ WALL MOUNTED COMBINATION TELEPHONE/DATA OUTLET
- ⊕ CARD READER (N.I.C.) COORDINATE REQUIREMENTS WITH TENANTS' SECURITY VENDOR
- ⊕ EQUIPMENT TYPE IDENTIFIER

**S H E N E S**

1. REFER TO GENERAL NOTES SHEET **A0.6** FOR ADDITIONAL POWER & SIGNAL PLAN NOTES; ALL NOTES APPLY AS IF PRINTED IN FULL HERE.
2. THIS DRAWING IS PROVIDED FOR PLACEMENT OF ELECTRICAL ONLY. FOR POWER REQUIREMENT AND CIRCUITING, SEE ELECTRICAL DRAWINGS.
3. COORDINATE ELECTRICAL SUCH THAT CIRCUITS ARE NOT SHARED OVER DEMISING OR CORRIDOR PARTITIONS.
4. OUTLETS SHOWN FOR REFERENCE ONLY. COORDINATE WITH ELECTRICAL, MECHANICAL ENGINEER FOR ELECTRICAL SPECIFICATIONS AND PRICING.
5. U.O.N. PROVIDE AND INSTALL NEW WHITE BUILDING STANDARD COVER PLATE AT ALL NEW AND EXISTING OUTLETS.

**C I R M**

1999 Harrison Street  
15th and 16th Floor  
Oakland, CA



909 Montgomery St., Suite 260  
San Francisco, California 94133  
T 415 546 1212 brereton.com

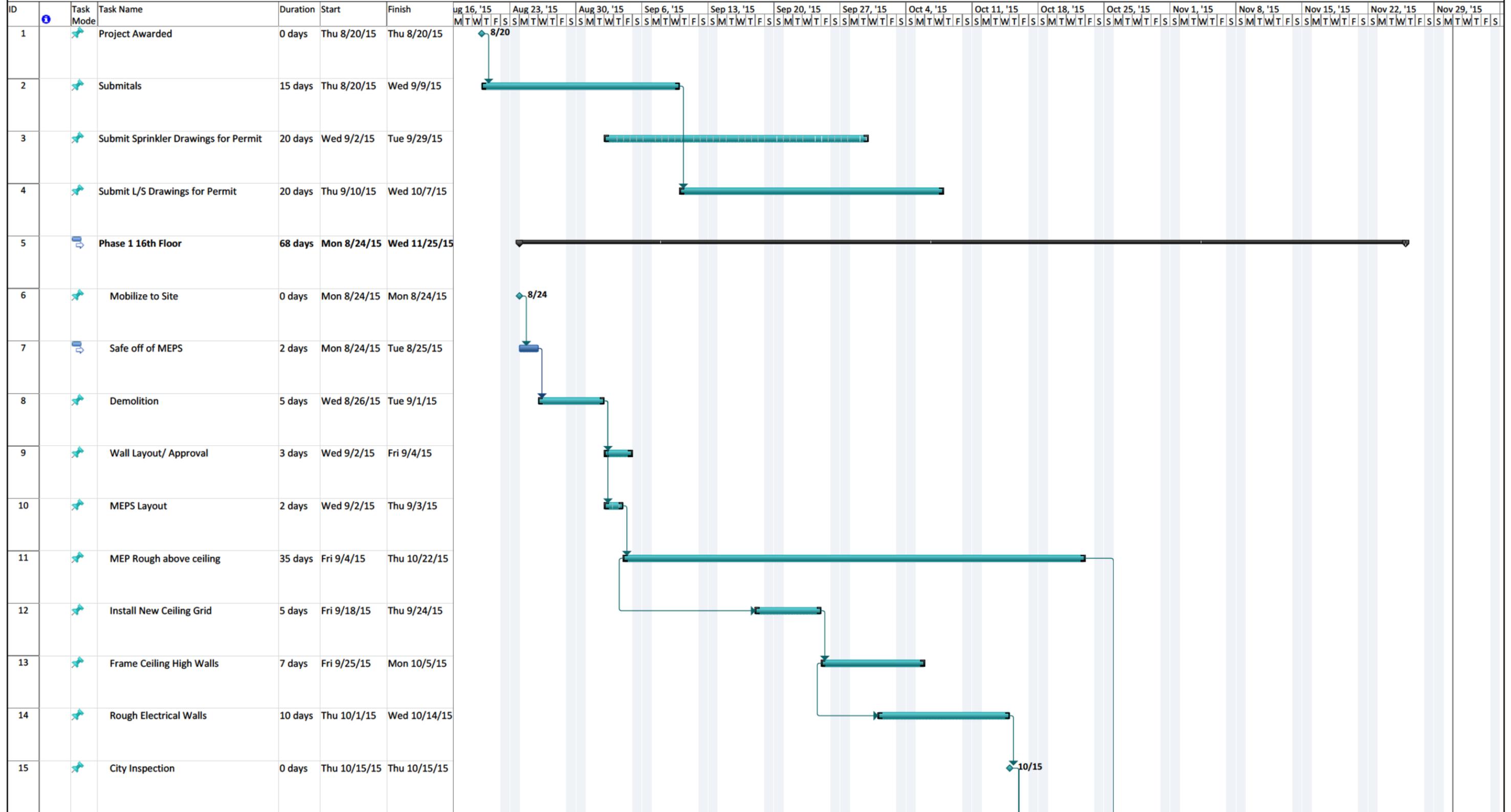


- 1 31613.00 DESIGN DEVELOPMENT
- 25 JUN 15 PRICING SET
- 2 31613.00 FOR BID AND
- 24 JUL 15 LANDLORD REVIEW

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Preliminary Schedule  
 CIRM 1999 Harrison Suite 1375  
 August 7, 2015



Project: CIRM Schedule Date: Sat 8/8/15	Task	Summary	External Milestone	Inactive Summary	Manual Summary Rollup	Finish-only
	Split	Project Summary	Inactive Task	Manual Task	Manual Summary	Deadline
	Milestone	External Tasks	Inactive Milestone	Duration-only	Start-only	Progress











**CBRE, INC.**  
**CONSTRUCTION RULES & REGULATIONS**  
**LAKE MERRITT PLAZA**

The following guidelines have been prepared for Contractors scheduled to work at Lake Merritt Plaza. In order to ensure a smooth and timely construction build-out, the following procedures must be adhered to by all Contractors and Subcontractors performing work at the project.

**These guidelines may be changed at any time in accordance with local laws and regulations, and the policies of the Owner and its Agents. The building's construction rules and regulations include, but are not limited to the following:**

- 1) **OWNER REPRESENTATIVES.** CBRE, Inc. (CBRE) shall be Owner's Representative during construction. The Contractor shall forward all communications to Owner directly through the Owner's Representatives.

For questions regarding construction, building rules, regulations and access, please contact Building Management at (510) 273-8555

- 2) **WOMEN AND MINORITY BUSINESS ENTERPRISES (M/WBE).** The building ownership, DWF IV 1999 Harrison, LLC and DWF IV 1956 Webster, LLC, supports Women and Minority Business Enterprises and encourages general contractors to actively seek bids from qualified contractors.

- 3) **PRIOR TO START OF CONSTRUCTION:**

The Contractor shall arrange to meet with the Project Coordinator, Property Manager, Building Engineer and Tenant to discuss the construction details of the project, building rules and regulations, and building access requirements prior to the start of any construction.

The entirety of the scope of work needs to be reviewed and approved by the Project Manager, Real Estate Manager or Building Engineer prior to the work being scheduled.

- a) The Contractor shall supply Project Coordinator with the following items:
  - i) Copy of Contractor's license and Certificates of Insurance as outlined herein. The Insurance Requirements are included as Exhibit A.
  - ii) Three (3) sets of working drawings - including complete HVAC, electrical, plumbing and fire sprinkler drawings are to be furnished to Project Coordinator and Chief Engineer for review and approval.
  - iii) The names and telephone numbers (including after-hour emergency numbers) of all Contractors that will be involved in the project. All Contractors will be subject to approval by the owner's representative.
  - iv) A copy of all permits involved with the project.
  - v) A copy of the projected construction schedule. This schedule is to be a bar graph type and should be continually updated with the Project Coordinator and Property Manager to reflect any adjustments or revisions to the completion date.
  - vi) Design-build HVAC Contractors are to provide the following items to the Project Coordinator upon being awarded the contract by the General Contractor:

- (1) A plan showing the new and existing duct layout, supply and return air grill locations, thermostat locations, and fire damper locations.
  - (2) Plans must include a box schedule indicating new box sizes, box number, CFM capacity, etc.
- vii) M.S.D.S. Sheets for all proposed finishes, chemicals, solvents, adhesives, etc., that contractor will be using during construction of the suite. Information on VOC content must be provided for all adhesives, sealants, paints, and coatings.
- viii) Cut sheets for all environmentally friendly materials and products, with the following information clearly indicated, as appropriate to the product in question:
- (1) Pre-consumer and post-consumer recycled content.
  - (2) For regional materials, distance from Building to site of extraction/harvest and to site of manufacture, as well as percentage of product which is regionally produced.
  - (3) Forest Stewardship Council (FSC) chain of custody information and percentage of product which is FSC certified.
  - (4) Percentage of product which is salvaged from on or off site.
  - (5) Percentage of product which is rapidly renewable material, which is defined as products planted and harvested in less than ten years.
  - (6) FloorScore or CRI Green Label / Green Label Plus certification for flooring and carpeting.
  - (7) Information on urea formaldehyde content for composite wood and agrifiber products.
- b) Obtain "Construction Work Notice" forms, included as Exhibit B, for access requests. This form is to be provided to the Building Management Office one (1) day prior to access.
- c) All Contractors, Subcontractors, employees, servants, and agents must work in harmony with, and shall not interfere with, any labor employed by CBRE, the building owner's representative, our mechanics or Contractors, or by any other Tenant or its Contractor.
- d) Prior to commencement of the Work, the Contractor's Project Manager and/or Superintendent shall walk the area of construction, including completed corridors, entrances, service elevator lobbies, restrooms, electric and telephone rooms, and passenger elevator lobbies and storage areas to create a deficiency punch list, which Contractor shall prepare and Owner Representative shall approve. This list shall be used to determine damage caused prior to construction. Any further damage will be the Contractor's responsibility to repair or replace at no cost to the Owner. Failure to submit deficiency punch list indicates Contractor's acceptance of areas as flawless.
- e) Review with Building Engineers the scope of work to be performed to the building/fire/life safety system. Review procedures necessary for shut down of fire life safety system, protection of existing life safety devices during construction, and the recharging and testing of system upon completion of fire/life safety improvements.
- 4) INSURANCE:
- a) See attached Exhibit A for limits and additional insured requirements.
- 5) LEED SUBMITTALS:
- a) Contractor shall track all materials purchased (excludes fixtures and equipment but includes furniture where applicable), including material costs and sustainability features relevant to LEED certification. This information shall be provided to Building Management upon request. Building

Management reserves the right to require Contractor to maintain documentation in a format established by Building Management.

6) IAQ MANAGEMENT:

- a) A construction indoor air quality management plan must be developed by the Contractor and approved by Building Management. This plan must comply with the Building's Indoor Air Quality Management Plan (provided under separate cover) and any additional requirements depending on the nature and extent of work conducted. Additional responsibilities shall be determined based on coordination between Building Management and the Contractor.

7) DEMOLITION:

- a) Prior to any demolition in space, room thermostats serving VAV boxes shall be removed by HVAC contractor. Main air and thermostat tubing at ceiling VAV box shall be connected together with a barb fitting. VAV box velocity controller will be set to minimum air position. Removed thermostats shall be kept with HVAC contractor for future relocation area.
- b) EMS room temperature sensors shall be relocated above ceiling by HVAC contractor in a safe secure area. EMS room temperature sensors shall be relocated at a location provided by engineering department.
- c) All abandoned electrical conduit and wiring is to be completely demolished back to the panel. All abandoned plumbing is to be completely demolished back to the source (waste vent and supply lines). All abandoned HVAC to be completely removed (package units, ductwork, condenser water piping, condensate water lines, etc.).
- d) All construction and demolition debris must be measured, on a volumetric basis, and tracked, including date of each debris pickup and itemized material type, volume, destination, and hauler. This information is to be provided to Building Management on an ongoing basis. Contractor must divert at least 75% of construction waste, by volume, from the waste stream via recycling, donation, reuse, or salvage. Furniture, fixtures, and equipment are not included in this diversion requirement and should be tracked separately. A recycling separation and collection area should be provided onsite. At a minimum, materials to be recycled and tracked separately include cardboard, metals, concrete, asphalt, wood, plastic, glass, gypsum board, and carpet. Building Management reserves the right to require Contractor to maintain documentation in a format established by Building Management. Contractor may be required to provide hauler receipts and should have these available if requested.

8) ROOF PENETRATIONS:

Any penetrations resulting from new work or demolition must be repaired at Contractor's expense by roofing Subcontractor designated by CBRE.

9) ELECTRICAL:

- a) **FOLLOW ARC FLASH CALORIE DESIGNATION CLOTHING**
- b) **FOLLOW PROPER LOCK OUT TAG OUT PROCEDURES WHEN WORKING ON SITE**
- c) **(FAILURE TO COMPLY WITH ABOVE GUIDELINES WILL RESULT IN WORK SHUT DOWN AND OR REMOVAL FROM PROPERTY FOR NON-COMPLIANCE)**
- d) All temporary wiring needed to work in the space must be off the tenant space electricity only, NOT OFF COMMON AREA OUTLETS.
- e) Electrical panel schedules must be brought up to date, identifying all new circuits added or changed.

- f) All electrical outlets and lighting circuits are to be properly identified. Outlets will be labeled on back side of cover plate. All wiring will be installed in conduit and suspended properly, not touching ceiling tile. All sensor or control wires must be fire rated and tied up off of ceiling tile.
- g) All interior and exterior offices shall have motion sensors for lights.
- h) All electrical and telephone closets being used must have panels replaced and doors shut at the end of each day's work. Any electrical closet that is opened, with the panel exposed, must have a work person present and applicable signage posted on the outside of the door to the electrical room.
- i) All piping and conduit runs in the Attic Space of areas not occupied by the Tenant must receive the approval of the Owner's Representatives.
- j) All electricians, telephone personnel, etc., will upon completion of their respective projects, pick up and discard their trash, leaving the telephone and electrical rooms clean. Re-install all removed ceiling tiles and/or replace all damaged tiles. If this is not complied with, a clean-up will be conducted by the building janitors, and the General Contractor will be back-charged for this service.
- k) No circuits common to adjacent tenant suites or common areas allowed.
- l) All penetrations through fire walls must be fire caulked, including all penetrations in the Electrical/Telecom closets.
- m) Title 24 Compliance: All relevant projects must comply with Title 24 requirements. Software used in the implementation of Title 24 functionality should be compatible with the building's existing BMS system (Siemens Insight TOS rev 3.12).

#### 10) MECHANICAL:

All HVAC work shall be designed in accordance with "HVAC General Guidelines for Tenant Improvements" (Exhibit C).

#### 11) PLUMBING:

- a) Dishwashers require a stainless steel braided supply water hose. Plastic water lines are not allowed.
- b) Water coolers, coffee makers, and refrigerators require a hard drawn copper pipe with a ball valve isolation shut off valve at the end of the copper pipe. Stainless steel braided supply hose shall be run from the ball valve location to the first pipe fitting. Drains from any appliances shall be run in hard drawn copper pipe. Air gap fittings shall be installed at the drain tap as per plumbing code. Plastic water lines are not allowed.
- c) Under the sink water heaters require stainless steel hoses at the inlet and outlet. Plastic water lines are not allowed.
- d) All kitchen sink fixtures to be approved by engineer before installation.

#### 12) LOCKS AND DOOR HARDWARE:

- a) Lockset Schlage Mortise Office Lockset L9010 x 03 Lever Designs x 625 Finish.
- b) Contractor will provide door hardware and cylinders complete cylinders. Need to confirm correct cylinders to be ordered and proper keyways with engineering prior to purchase.

- c) Engineering will provide pinning codes for cylinders.
- d) Hinges are Command Access # ETH4W4540, Size 4.5 x 4, Finish 626, 4 Wire
- e) Electric Lockset Architectural Control Systems Model # M1520C-80-1-L9070-24AC/DC - Schlage

13) BUILDING LIFE SAFETY SYSTEMS:

- a) All life safety and applicable building codes will be strictly enforced, (i.e., tempered glass, wired glass in 1-hour areas, fire doors, fire dampers, exit signs, smoke detectors, alarms, etc.). Prior coordination with Building Management is required.
- b) Any rooms with a heat pump, and/or rooms that are not currently protected by the existing base building smoke detectors, need to meet code requirements for Server Room use, including but not limited to having the appropriate amount of smoke detectors and linking smoke detectors to the building's fire safety monitoring equipment.
- c) In order to guarantee the continued integrity of the building life safety system, (speakers, smoke detectors, life safety system control panels, etc.), there shall be no modifications of any kind or additions of any kind to the existing building system by anyone other than the designated building life system contractor, Simplex Grinnell. Installation of speakers, smoke detectors, wiring, etc., within the demised tenant space must be performed by designated building contractor, AECO Systems, with the final tie-in to the building system to be as indicated above. The building fire panel graphics must be updated by Simplex Grinnell to show the addition, removal or relocation of smoke detectors. Payment for any services provided by the buildings alarm contractor will be by the General Contractor.
- d) All building systems are to remain in operation at all times, especially those required by current code and the Oakland Fire Prevention Bureau.

14) SPRINKLER SYSTEMS:

- a) Contractor must notify Building Management and Chief Engineer at least 24 hours in advance of making any modifications to the sprinkler system. Notification should be via the "Construction Work Notice" (Exhibit B).
- b) Contractor shall contact Building Management and the Chief Engineer at least one (1) business day prior to any drain downs. Drain downs and refill of sprinkler system will be performed by building engineers.
- c) No system will be left drained overnight. All systems must be charged and operational when workers leave for the night.
- d) Contractor will supply Owner Representatives with a copy of any sprinkler change or modification, approved by Owners insurance underwriters.
- e) All relocated sprinklers shall be centered in ceiling tiles.
- f) A "Sprinkler Isolation Valve Key For Stairwell 1 & 2" sign will be posted at jobsite. A key will be provided at sign for emergency shutoff of sprinkler system if accident occurs.

15) FINISHES: M.S.D.S. Sheets required prior to start of work.

- a) Any work creating noxious fumes must be done after regular working hours. It is up to the discretion of Building Management to determine when this shall be necessary, in accordance with the Construction Indoor Air Quality Management Plan. Contractors must ensure their work does not interfere with other tenant's use of premises.

- b) Water-based materials may be applied in the building.
- c) Application of Zolotone or other multi-based finishes must be performed after hours and on the weekend only. Coordination of exhausting fumes must be coordinated with Building Management and Engineering Department at least two (2) business days prior to application.

16) SECURITY:

- a) Space and Equipment Security. CBRE is not responsible for the security of Contractor's tools and/or equipment. The Tenant space should be locked when unoccupied by a representative of the Contractor or Tenant. If the existing locks are changed, the Contractor must coordinate re-keying with Building Management.
- b) After-Hours Access. Should the Contractor desire access to the construction area after hours, the Contractor shall coordinate security and entrance access with the Building Manager no less than 24 hours in advance using the "Construction Work Notice" (Exhibit B).
- c) Special. Should the Contractor need to work in an adjacent, upper or lower tenant space, the Contractor shall be responsible to coordinate with the Building Manager and comply with all building security requirements. Immediately upon completion of any work in an adjacent space, the Contractor will perform a thorough and complete clean-up and remove all signs of construction activity.

17) SOLDERING/WELDING/CORING:

It shall be the responsibility of the Contractor to obtain separate approval for any required soldering, welding, core drilling, chipping, floor grinding, etc. This approval is to be obtained as soon as the authorization for access is issued or a minimum of two (2) days prior to the date of any scheduled welding, core drilling, etc. It will also be the responsibility of the Contractor to again contact the Building Management 24 hours prior to the welding, core drilling, etc. to confirm the schedule and to allow the Building Manager to notify any nearby tenants who may in any way be affected by the work. Obtain "Hot Work Permit" forms, included as Exhibit D, for Soldering and Welding projects.

18) NOISE:

- a) Working hours whereby the Contractor may perform stocking, demo removal, high level noise factor work are defined as prior to 8:00 a.m. and after 5:00 p.m.
- b) CBRE reserves the right to order an immediate halt to any excessively noisy work being done that is disruptive to the normal operation of the adjacent tenants.
- c) Radios or loud music of any kind are prohibited during construction.

19) LIFTING EQUIPMENT:

Any lifting equipment used must be electrically operated so that it won't activate smoke detectors and it requires Building Management approval no less than 24 hours prior to use.

20) PROTECTION OF PROPERTY:

- a) Adjacent Tenants. The Contractor is responsible to replace and/or repair anything damaged in an adjacent tenant's space and/or building structures within two (2) hours. In the event that temporary repairs are required, permanent repair must be completed within 24 hours.
- b) Extreme care will be exercised to protect existing Owner work and equipment, and the Contractor shall be responsible for all damage. Specifically, Contractor is to provide protection for existing carpet and wall covering in the public corridor between the freight elevator and the work area. Carpet shall be completely covered with masonite or similar material. Clean-up shall be approved by the Building Manager and the Project Coordinator prior to final walkthrough of project.

## 21) USE OF RESTROOMS:

Use only those designated by Building Management, typically only on the floor under construction. Contractor may be back charged for cleaning if Building Manager determines Contractor's use is resulting in additional cleaning expense.

## 22) SIGNAGE:

The Contractor shall post all signage as required by Building Management for public safety or general warning.

## 23) HOUSEKEEPING:

- a) Except when hauling or delivering construction material, suite entrance doors are to remain closed at all times.
- b) Restroom wash basins will not be used to fill buckets, make pastes, wash brushes, etc. If facilities are required, arrangements for utility closets will be made with Building Management.
- c) Food and related lunch debris is not be left in the suite under construction.
- d) All areas in which the General Contractors or their Subcontractors work must be kept clean. All suites in which the General Contractor is working will have construction debris removed prior to completion inspection. This includes dusting of all window sills, light diffusers, cleaning of cabinets and sinks.
- e) All common areas are to be kept clean at all times of building materials so as to allow tenants access to their suites or the building. Construction employees are not to use the street level lobby or immediate outside areas as eating locations.
- f) Contractor shall be responsible for having the project swept and cleaned daily. Contractor and/or Tenant shall be back charged by Building Management for all additional clean-up required as the result of contractor's failure to comply.
- g) Damp walk-off mats are required at each entrance/exit door inside the tenant area being remodeled. The mats are for workers to clean off their feet so as not to track dirt or dust into adjacent areas.
- h) Dumpsters. Trash dumpsters can be placed in designated areas outside of the building for temporary periods during construction. The placement of these dumpsters must be arranged in advance with the Building Management.

## 24) BARRICADES:

- a) Construction areas not already contained within barricades shall therefore be so enclosed.
- b) If so required, the Contractor shall construct a barricade (at the Contractor's cost) out of a material, finish and structure design as approved by the Building Management and Project Coordinator in accordance with applicable OSHA requirements and those of any and all other governing bodies.
- c) All barricades shall be floor to ceiling and lined with polyethylene to contain the dust within the tenant space.
- d) All barricades shall be constructed and/or extended prior to 6:00 a.m. or after 6:00 p.m.
- e) There shall be a rug or mat of sufficient size on the inside of the entrance of the barricade for workers to clean off their feet so as not to track dirt or dust into adjacent areas.

25) DELIVERIES:

All supplies necessary for construction, fixturing or merchandising must be delivered through the Loading Dock and in the building via the Freight Elevator. All delivery schedules must be cleared through the Building Management no less than 24 hours prior to arrival. See Move/Delivery Procedures (provided under separate cover). No idling is permitted at the Loading Dock.

26) STORAGE:

- a) All materials shall be stored within the tenant area being remodeled. No materials or debris may not be placed in any other areas or other tenant spaces without prior to written approval from the Building Management.
- b) Any combustible materials must be stored in fireproof containers.
- c) Explosive materials are not allowed on the site.

27) PARKING:

- a) All posted parking regulations are enforced, including time limited areas, red curbs, loading zones, fire zones, handicapped parking areas, etc.
- b) Parking in other than standard marked spaces will not be permitted.
- c) Contractors may be required to pay for parking if fees are charged on the premises.

28) INTERRUPTION OF UTILITIES AND SERVICES:

Contractor shall notify Building Management and the Chief Engineer at least 72 hours prior to any modifications to utility services that will temporarily interrupt the service to other tenants or to the building.

29) MODIFICATION OF THE EXISTING BUILDING:

All work must be approved by the Project Coordinator via approved working drawings and/or approved change orders to the specifications listed therein, and all work is to comply with Building Standard Schedules as well as all applicable building codes.

30) BREAKS/BEHAVIOR:

- a) All breaks will be taken in either the tenant construction space or in an area designated by the Building Management.
- b) Restroom to be used by Contractors will be designated by the Building Management.
- c) Radios or loud music of any kind are prohibited during construction.
- d) Any misconduct shall cease immediately upon notification or applicable party will have access revoked.

31) TELEPHONE:

Contractor will supply any telephone equipment required for Contractors use at Contractor's sole expense.

32) FREIGHT ELEVATOR:

- a) Only the freight elevator is to be used by Contractors. After business hours, the freight elevator must be reserved in advance. The freight elevator will not be held on floors by movers or Contractors.
- b) The freight elevator is to be used by construction personnel for transporting equipment and supplies. Under no circumstances are construction personnel with materials and/or tools to use the "passenger" elevators without prior approval from Building Management.

33) CURTAIN WALL:

The Bidder is strictly advised that despite Architect's details explicitly showing or implying attachment of construction materials to the curtain wall system, there is to be **NO ATTACHMENT OF ANY BUILDING MATERIALS DIRECTLY TO THE CURTAIN WALL**. Should the Bidder discover any such details, whether explicit or implied, they are to be immediately brought to the attention of the Owner Representative.

34) EROSION CONTROL

- a) If the Contractor's work impacts the building landscape or has the potential to cause erosion or sedimentation, an erosion and sedimentation control plan must be developed by the Contractor and approved by Building Management. The plan must be in accordance with the building's Integrated Pest Management, Erosion Control, and Landscape Management Plan.

35) BUILDING STANDARDS:

Contractors must conform to standards set forth in "Building Standards" list, included as Exhibit C. Any deviation from these standards must be approved by the Owner's Representative prior to installation.

36) INSPECTION PROCEDURE.

All work on the building HVAC System is required to be inspected by Building Management and the Chief Engineer. The following procedure must be adhered to:

- a) Following "Rough-in" or during inspection of City Building Department, a second inspection of the HVAC operation will be scheduled through the Building Management Office and will take place with the attendance of the HVAC Contractor's Air Balance Engineer, the Chief Engineer, and Building Management. This inspection will take place when the suite in question is ready to be air balanced.
- b) The Chief Engineer and Building Management reserve the right to inspect the construction on a periodic basis.
- c) At conclusion of air balancing process by HVAC Contractor, Air Balance Report and "AS-BUILTS" shall be submitted to the Chief Engineer at time of completion.

37) UPON COMPLETION OF THE IMPROVEMENTS:

Construction Close-Out. The Contractor shall administer the close-out program per Requirements noted below and submit information to Project Coordinator:

- a) Lien Waivers. Lien waivers and releases in the amount set forth in Contractor's final application executed by Contractor and each subcontractor, material man, supplier, equipment renter, or other person who has provided labor, services, equipment or materials for which a lien could be filed.

- b) Drawings. The "As-Built" drawings will include drawings showing all mechanical, electrical, plumbing, and sprinkler work completed in the space.
- c) Punch List. Contractor shall obtain Tenant's approval as verification that Punch List has been completed to Tenant's satisfaction.
- d) Bound Volume of Warranties and Manuals. Two separate bound volumes which are completely indexed, all written warranties and operational manuals (including manufacturer's literature) required by the Contract Documents. All warranties from Contractors are to be for a period of 1 year minimum.
- e) Air Balance Reports. Air Balance Reports signed and stamped by HVAC Contractors.
- f) List of Subcontractors. A complete list of subcontractors and principal vendors including addresses and telephone numbers.
- g) Reports and Permits. Copies of inspection reports, signed-off permits for construction of the improvements, and licenses necessary for the occupancy of the improvements.

38) LANDLORD INSPECTION:

The premises will be inspected periodically by a Landlord Representative for compliance with Landlord's requirements as set forth in the Lease Agreement and in accordance with the Landlord-approved working drawings. Any unauthorized construction will be corrected at the Contractor's expense.

The Contractor shall have on site prior to commencement of construction and maintain (in the Tenant's space) at all times during the construction of the premises, a set of working drawings and building permits, bearing approval by the City.

I ACKNOWLEDGE RECEIPT OF THE BUILDING STANDARD SCHEDULE AND BUILDING PROCEDURES FOR CONTRACTOR, AND AGREE TO ABIDE BY SAME. IT IS UNDERSTOOD THAT I WILL BE BACK-CHARGED FOR ANY DAMAGES OR CLEAN-UP REQUIRED AS A RESULT OF MY FAILURE, OR THAT OF MY CONTRACTOR AND/OR SUBCONTRACTORS, TO COMPLY WITH THESE RULES.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
TENANT REPRESENTATIVE

\_\_\_\_\_  
BY

\_\_\_\_\_  
BY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

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### AGREEMENT

THIS AGREEMENT is made as of the { } day of { }, 2015, between

The CALIFORNIA Institute for Regenerative Medicine ("CIRM"),

whose address for notices is: General Counsel  
210 King Street, 3<sup>rd</sup> Floor  
San Francisco, CA 94107

and Contractor: {Name}

whose address for notices is: {Street Address}  
{City, State, Zip}

for the Project: CIRM Offices  
1999 Harrison Street  
15<sup>th</sup> & 16<sup>th</sup> Floors  
Oakland, CA

CIRM's Responsible Administrator: Manda Mora  
mmora@cirm.ca.gov  
415 396 9105

Chila Silva-Martin  
[Csilva-martin@cirm.ca.gov](mailto:Csilva-martin@cirm.ca.gov)  
415 396-9272

CIRM's Representative is: Rick Couer, DTZ  
415-412-5131  
[rick.coeur@dtz.com](mailto:rick.coeur@dtz.com)

CIRM and Contractor hereby agree as follows:

#### ARTICLE 1 WORK

Contractor shall provide all work required by the Contract Documents (the "Work"). Contractor agrees to do additional Work arising from changes ordered by the CIRM pursuant to Article 7 of the General Conditions. Contractor shall (1) pay all sales, consumer and other taxes and (2) obtain and pay for any governmental licenses and permits necessary for the work, other than building and utility permits.

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## ARTICLE 2 CONTRACT DOCUMENTS

“Contract Documents” means the Request for Proposals, including any amendments to the request, the Contractor’s response, this Agreement, and any Exhibits, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders or other documents identified in this Agreement that together form the contract between CIRM and Contractor for the Work (the “Contract”). The Contract constitutes the complete agreement between CIRM and Contractor and supersedes any previous agreements or understandings.

## ARTICLE 3 CONTRACT SUM

Subject to the provisions of the Contract Documents CIRM shall pay to Contractor, for the performance of the Work, **{ \$AMOUNT IN FIGURES }**, the “Contract Sum”.

The Contract Sum includes the following Alternates accepted by CIRM:

**{LIST ALTERNATES ACCEPTED BY CIRM AT TIME OF AWARD}**

CIRM reserves the right to accept the following Alternates within **{INSERT NUMBER FROM BID FORM}** days after the date of this Agreement:

**{LIST ALTERNATES, PRICES, AND CHANGES IN CONTRACT TIME}**

Unit Prices, if any, are as follows:

**{LIST ITEMS AND UNIT PRICES}**

The Contract Sum will be increased by an amount equal to the Unit Price multiplied by the actual number of units of each Unit Price item incorporated in the Work.

## ARTICLE 4 CONTRACT TIME

Contractor shall commence the Work on the date specified in the Notice to Proceed and fully complete the work within **{ NUMBER }** days, the “Contract Time”.

By signing this agreement, Contractor represents to CIRM that the Contract Time is reasonable for completion of the work and that Contractor will complete the Work within the Contract Time. Time limits stated in the Contract Documents are of the essence of the Contract.

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**ARTICLE 7 DUE AUTHORIZATION**

The person or persons signing this Agreement on behalf of Contractor hereby represent and warrant to CIRM that this Agreement is duly authorized, signed, and delivered by Contractor.

THIS AGREEMENT is entered into by CIRM and Contractor as of the date set forth above.

CONTRACTOR:

CIRM:

(Name of Firm)

{

a

(Type of Organization)

By:

(Signature)

By:

(Signature)

Chila Silva-Martin  
(Printed Name)

(Printed Name)

Director of Finance  
(Title)

(Title)

California Contractor's License(s):

(Name of Licensee)

(Classification and License Number)

(Expiration Date)

**ARTICLE 1 - GENERAL PROVISIONS**

**1.1 BASIC DEFINITIONS**

- .1 "Contract" shall have the meaning identified in Article 2 of the Agreement.
- .2 "Contract Documents" means all documents listed in Article 2 of the Agreement, as modified by Change Order, including but not limited to the Drawings and Specifications.
- .3 "Day," as used in the Contract Documents, shall mean calendar day, unless otherwise specifically provided.
- .4 "Project" means the Work of the Contract and all other work, labor, equipment, and materials necessary to accomplish the Project. The Project may include construction by CIRM or by Separate Contractors.
- .5 "Separate Contractor" means a person or firm under separate contract with CIRM performing other work related to the Project.
- .6 "Subcontractor" means a person or firm that has a contract with Contractor or with a Subcontractor to perform a portion of the Work. Unless otherwise specifically provided, the term Subcontractor includes Subcontractors of all tiers.
- .7 "CIRM" means The California Institute for Regenerative Medicine.
- .8 "CIRM's Building Official" means the individual the CIRM has designated to act in the capacity as the "Building Official" as defined by the California Building Standards Code. The CIRM's Building Official will determine whether the Work complies with Applicable Code Requirements and will determine whether and when it is appropriate to issue a Certificate of Occupancy.
- .9 "CIRM's Representative" means the contract project manager identified as such in the Agreement.
- .10 "CIRM's Responsible Administrator" means the person, or his or her authorized designee, who is authorized to sign the Agreement and other applicable Contract Documents on behalf of the CIRM.
- .11 "Work" means all services and other requirements of the Contract Documents as modified by Change Order, whether completed or partially completed, and includes all labor, materials, equipment, tools, and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

**ARTICLE 2 - CIRM**

**2.1 CIRM'S RIGHT TO STOP THE WORK**

2.1.1 If Contractor fails to correct Defective Work as required by Article 12.2 or fails to perform the Work in accordance with the Contract Documents, CIRM may direct Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated by Contractor.

**2.2 CIRM'S RIGHT TO CARRY OUT THE WORK**

2.2.1 If Contractor fails to carry out the Work in accordance with the Contract Documents, fails to provide sufficient labor, materials, equipment, tools, and services to maintain the Contract Schedule, or otherwise fails to comply with any material term of the Contract Documents, and, after receipt of written notice from CIRM, fails within 2 days, excluding Saturdays, Sundays and legal holidays, or within such additional time as the CIRM may specify, to correct such failure, CIRM may, without prejudice to other remedies CIRM may have, correct such failure at Contractor's expense.

**ARTICLE 3 - CONTRACTOR**

**3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

3.1.1 Contractor shall carefully study and compare each of the Contract Documents with the others and with information furnished by CIRM, and shall promptly report in writing to CIRM's Representative any errors, inconsistencies, or omissions in the Contract Documents or inconsistencies with applicable code requirements



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observed by Contractor.

3.1.2 Contractor shall take field measurements, verify field conditions, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to Contractor before commencing the Work. Errors, inconsistencies, or omissions discovered at any time shall be promptly reported in writing to CIRM's Representative.

3.1.3 If Contractor performs any construction activity which it knows or should know involves an error, inconsistency, or omission referred to in Articles 3.1.1 and 3.1.2, without notifying and obtaining the written consent of CIRM's Responsible Administrator, Contractor shall be responsible for the resultant losses, including, without limitation, the costs of correcting Defective Work.

**3.2 SUPERVISION AND CONSTRUCTION PROCEDURES**

3.2.1 Contractor shall supervise, coordinate, and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and the coordination of all portions of the Work.

**3.3 LABOR AND MATERIALS**

3.3.1 Unless otherwise provided in the Contract, Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and Final Completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**3.4 CONTRACTOR'S WARRANTY**

3.4.1 Contractor warrants to CIRM that all materials and equipment used in or incorporated into the Work will be of good quality, new, and free of liens, claims, and security interests of third parties; that the Work will be of good quality and free from defects; and that the Work will conform with the requirements of the Contract. If required by CIRM's Representative, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**3.5 TAXES**

3.5.1 Contractor shall pay all sales, consumer, use, and similar taxes for the Work or portions thereof provided by Contractor.

**3.6 PERMITS, FEES, AND NOTICES**

3.6.1 Except for the permits and approvals with respect to which CIRM is not subject, Contractor shall secure and pay for all permits, approvals, government fees, licenses, and inspections necessary for the proper execution and performance of the Work. Contractor shall deliver to CIRM all original licenses, permits, and approvals obtained by Contractor in connection with the Work prior to the final payment or upon termination of the Contract, whichever is earlier.

**3.7 APPLICABLE CODE REQUIREMENTS**

3.7.1 Contractor shall perform the Work in accordance with all applicable code requirements.

**3.8 AS-BUILT DOCUMENTS**

3.8.1 Contractor shall maintain one set of As-built drawings and specifications, which shall be kept up to date during the Work of the Contract. Prior to Final Completion each drawing and the specification cover shall be signed by Contractor and dated attesting to the completeness of the information noted therein.

**3.9 SUBMITTALS**

3.9.1 Contractor shall review, approve, and submit to CIRM's Responsible Administrator and Representative,

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submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of CIRM or of Separate Contractors. Contractor shall perform no portion of the Work requiring submittals until the respective submittal has been reviewed by CIRM's Responsible Administrator and no exceptions have been taken by CIRM's Responsible Administrator. Contractor shall not be relieved of responsibility for errors or omissions or deviations in submittals by CIRM's Responsible Administrator's review, acceptance, comment, or approval thereof.

**3.10 USE OF SITE AND CLEAN UP**

3.10.1 Contractor shall, during performance of the Work, keep the Project site and surrounding area free from the accumulation of excess dirt, waste materials, and rubbish caused by Contractor. Contractor shall remove all excess dirt, waste material, and rubbish caused by the Contractor; tools; equipment; machinery; and surplus materials from the Project site and surrounding area at the completion of the Work.

**3.11 CUTTING, FITTING, AND PATCHING**

3.11.1 Contractor shall do all cutting, fitting, or patching of the Work required to make all parts of the Work come together properly and to allow the Work to receive or be received by work of Separate Contractors shown upon, or reasonably implied by, the Contract Documents.

3.11.2 Contractor shall not endanger the Work, the Project, or adjacent property by cutting, digging, or otherwise. Contractor shall not cut or alter the work of any Separate Contractor without the prior consent of CIRM's Responsible Administrator.

**3.12 ACCESS TO WORK**

3.12.1 CIRM, CIRM's Representative, their consultants, and other persons authorized by CIRM will at all times have access to the Work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access and for inspection.

**3.14 DIFFERING SITE CONDITIONS**

3.14.1 If Contractor encounters any of the following conditions at the site, Contractor shall immediately notify the CIRM's Representative in writing of the specific differing conditions before they are disturbed and before any affected Work is performed, and permit investigation of the conditions:

- .1 Subsurface or latent physical conditions at the site which differ materially from those indicated in this Contract, or if not indicated in this Contract, in the Information Available to Bidders; or
- .2 Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

3.14.2 Contractor shall be entitled to an adjustment to the Contract Sum and/or Contract Time as the result of extra costs and/or delays resulting from a materially differing site condition, if and only if Contractor fulfills the following conditions:

- .1 Contractor fully complies with Article 3.14.1; and
- .2 Contractor fully complies with Article 4 (including the timely filing of a Change Order Request and all other requirements for Change Orders Requests and Claims).

3.14.3 Adjustments to the Contract Sum and/or Contract Time shall be subject to the procedures and limitations set forth in Articles 7 and 8.

**3.15 INFORMATION AVAILABLE TO BIDDERS**

3.15.1 Any information provided to bidders by CIRM or CIRM's Representative, other than the Request for Proposals, is subject to the following provisions:

- .1 The information is made available for the convenience of Bidders and is not a part of the

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Contract.

- .2 The Contractor may rely on written descriptions of physical conditions included in the information to the extent such reliance is reasonable.
- .3 Other components of the information, including but not limited to recommendations, may not be relied upon by Contractor. CIRM shall not be responsible for any interpretation of or conclusion drawn from the other components of the information by the Contractor.

**3.16 LIABILITY FOR AND REPAIR OF DAMAGED WORK**

3.16.1 Contractor shall be liable for any and all damages and losses to the Project (whether by fire, theft, vandalism, earthquake, flood or otherwise) prior to CIRM's acceptance of the Project as fully completed except that Contractor shall not be liable for Earthquake, tidal wave, or flood, provided that the loss was not caused in whole or in part by the negligent acts or omissions of Contractor, its officers, agents or employees (including all Subcontractors and suppliers of all tiers).

**3.17 INDEMNIFICATION BY CONTRACTOR**

3.17.1 To the maximum extent allowed by law, Contractor shall indemnify, defend and hold harmless (with counsel approved by CIRM), CIRM, CIRM's consultants, CIRM's Representative, CIRM's Representative's consultants, their respective directors, officers, agents, and employees, and any person or entity working under any of them (hereinafter collectively "Indemnitees") from and against all claims, demands, actions, causes of action, obligations, costs, expenses, damages, interest, losses and liabilities caused, or asserted to have been caused, in whole or in part, by:

- .1 Breach of contract, negligence, or other misconduct of Contractor, its Subcontractors, their officers, agents and employees, or any person or entity under Contractor on the Project.
- .2 The condition of the Project site (including any of the Work) at any time when the project site, in whole or in part, is in the control of Contractor, its Subcontractors, their officers, agents and employees, or any person or entity under Contractor on the Project.

3.17.2 The obligation to indemnify, defend and hold harmless shall apply irrespective of the negligence of Indemnitees; but the obligation to indemnify, defend and hold harmless shall not apply in the event of the sole negligence of Indemnitees. The obligation to indemnify, defend and hold harmless shall not be limited by any assertion or finding that the Indemnitees are liable by reason of a non-delegable duty.

**ARTICLE 4 - ADMINISTRATION OF THE CONTRACT**

**4.1 ADMINISTRATION OF THE CONTRACT BY CIRM'S RESPONSIBLE ADMINISTRATOR**

4.1.1 CIRM's Responsible Administrator will provide administration of the Contract as provided in the Contract Documents and will be the representative of CIRM. CIRM's Responsible Administrator will have authority to act on behalf of CIRM only to the extent provided in the Contract Documents.

**4.2 CONTRACTOR CHANGE ORDER REQUESTS**

4.2.1 Contractor may request changes to the Contract Sum and/or Contract Time for Extra Work, materially differing site conditions, or Delays to Final Completion of the Work.

4.2.2 Conditions precedent to obtaining an adjustment of the Contract Sum and/or Contract Time, payment of money, or other relief with respect to the Contract Documents, for any other reason, are:

- .1 Timely submission of a Change Order Request that meets the requirements of Articles 4.2.3.1 and 4.2.3.2; and
- .2 If requested, timely submission of additional information requested by CIRM pursuant to Article 4.2.3.3.

4.2.3 Change Order Request:

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- .1 A Change Order Request will be deemed timely submitted if, and only if, it is submitted within 7 days of the date the Contractor discovers, or reasonably should discover the circumstances giving rise to the Change Order Request, unless additional time is allowed in writing by CIRM's Responsible Administrator for submission of the Change Order Request.
- .2 A Change Order Request must state that it is a Change Order Request, state and justify the reason for the request, and specify the amount of any requested adjustment of the Contract Sum, Contract Time, and/or other monetary relief
- .3 Upon request of CIRM's Responsible Administrator or Representative, Contractor shall submit such additional information as may be requested for the purpose of evaluating the Change Order Request.

4.2.4 CIRM's Responsible Administrator will make a decision on a Change Order Request, within a reasonable time, after receipt of a Change Order Request. A final decision is any decision on a Change Order Request which states that it is final. If CIRM has not made a decision within 30 days of the receipt of the request, the request shall be considered denied.

#### **ARTICLE 5 - SUBCONTRACTORS**

5.1.1 Contractor shall provide to CIRM, prior to commencement of the Work, a list of all Subcontractors to be used to perform the Work.

#### **ARTICLE 6 – NOT USED**

#### **ARTICLE 7 - CHANGES IN THE WORK**

##### **7.1 CHANGES**

7.1.1 CIRM may, from time to time, order or authorize additions, deletions, and other changes in the Work by Change Order or Field Order without invalidating the Contract and without notice to sureties. Absence of such notice shall not relieve such sureties of any of their obligations to CIRM. Contractor shall proceed promptly with any changes in the Work, unless otherwise provided in the relevant Change Order or Field Order.

##### **7.2 DEFINITIONS**

7.2.1 A Change Order is a Contract Document which has been signed by both CIRM and Contractor, and states their agreement, as applicable, to the following: A change in the Work, if any; The amount of an adjustment of the Contract Sum, if any; The amount of an adjustment of the Contract Time, if any; and/or A modification to any other Contract term or condition.

#### **ARTICLE 8 - CONTRACT TIME**

##### **8.1 COMMENCEMENT OF THE WORK**

8.1.1 The date of commencement of the Work shall be set forth in the Notice To Proceed.

##### **8.2 DELAY**

8.2.1 Except and only to the extent provided otherwise in Articles 7 and 8, by signing the Agreement, Contractor agrees to bear the risk of delays to the Work that Contractor's bid for the Contract was made with full knowledge of this risk. In agreeing to bear the risk of delays to the Work, Contractor understands that, except and only to the extent provided otherwise in Articles 7 and 8, the occurrence of events that delay the Work shall not excuse Contractor from its obligation to achieve Final Completion of the Work within the Contract Time, and shall not entitle the Contractor to an adjustment of the Contract Sum.

##### **8.3 ADJUSTMENT OF THE CONTRACT TIME FOR DELAY**

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8.3.1 Subject to Article 8.3.2, the Contract Time will be extended for each day of delay for which Contractor demonstrates that all of the following 5 conditions have been met; a time extension will not be granted for any day of delay for which Contractor fails to demonstrate compliance with the 5 conditions:

- .1 Condition Number One: The delay is critical. A delay is critical if and only to the extent it delays a work activity that cannot be delayed without delaying Final Completion of the Work beyond the Contract Time. A delay is critical if and only to the extent the delay pushes Final Completion of the Work to a date that is beyond the Contract Time.
- .2 Condition Number Two: Within 7 days of the date the Contractor discovers or reasonably should discover an act, error, omission or unforeseen condition or event causing the delay, (even if the Contractor has not been delayed when the Contractor discovers or reasonably should discover the act, error, omission or unforeseen condition giving rise to the delay) the Contractor submits both a timely and complete Change Order Request that meets the requirements of Article 4.2.
- .3 Condition Number Three: The delay is not caused by:
  - .1 A concealed, unforeseen or unknown condition or event except for a materially differing site condition pursuant to Article 3.14; or
  - .2 The financial inability, misconduct or default of the Contractor, a Subcontractor or supplier; or
  - .3 The unavailability of materials or parts.
- .4 Condition Number Four: The delay is caused by:
  - .1 Fire; or
  - .2 Strikes, boycotts, or like obstructive actions by labor organizations; or
  - .3 Acts of God (As used herein, "Acts of God" shall include only earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves); or
  - .4 A materially differing site condition pursuant to Article 3.14; or
  - .5 An error or omission in the Contract; or
  - .6 CIRM's decision to change the scope of the Work, where such decision is not the result of any default or misconduct of the Contractor; or
  - .7 CIRM's decision to suspend the Work, where such decision is not the result of any default or misconduct of the Contractor; or
  - .8 The failure of CIRM to timely perform any Contract obligation unless such failure is due to Contractor's default or misconduct.
- .5 Condition Number Five: Contractor has taken all reasonable measures to avoid and minimize the delay and, notwithstanding such measures, the delay occurred.

8.3.2 If and only if a delay meets all 5 conditions prescribed in Article 8.3.1, then a time extension will be granted for each day that Final Completion of the Work is delayed beyond the Contract Time, subject to the following:

- .1 When two or more delays (each of which meet all seven conditions prescribed in Article 8.3.1) occur concurrently on the same day, and each such concurrent delay by itself without consideration of the other delays would be critical, then all such concurrent delays shall be considered critical. For the purpose of determining whether and to what extent the Contract Time should be adjusted pursuant to Article 8.3.2, such concurrent critical delays shall be treated as a single delay for each such day.
- .2 Contractor shall be entitled to a time extension for a day of delay that meets all 5 requirements of Article 8.3.1 if the delay is concurrent with a delay that does not meet all seven conditions of Article 8.3.1.

8.3.3 If for any reason one or more of the 5 conditions prescribed in Article 8.3.1 is held legally unenforceable, then all remaining conditions must be met as a condition to obtaining an extension of the Contract Time under Article 8.3.2.

**8.4 COMPENSATION FOR DELAY**

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8.4.1 To the maximum extent allowed by law, any adjustment of the Contract Sum as the result of delays shall be limited to the amounts specified in Article 7. Such adjustment shall, to the maximum extent allowed by law, constitute payment in full for all delay related costs (including costs for disruption, interruption and hindrance, general conditions, on and off-site overhead and profit) of Contractor, its Suppliers and Subcontractors of all tiers and all persons and entities working under or claiming through Contractor in connection with the Project.

8.4.2 By signing the Agreement, the parties agree that CIRM is buying the right to do any or all of the following, which are reasonable and within the contemplation of the parties:

- .1 To order changes in the Work, regardless of the extent and number of changes, including without limitation:
  - .1 Changes to correct errors or omissions, if any, in the Contract Documents.
  - .2 Changes resulting from CIRM's decision to change the scope of the Work subsequent to execution of the Contract.
  - .3 Changes due to unforeseen conditions.
- .2 To suspend the Work or any part thereof.
- .3 To delay the Work, including without limitation, delays resulting from the failure of CIRM to timely perform any Contract obligation and delays for CIRM's convenience.

**ARTICLE 9 - PAYMENTS AND COMPLETION**

**9.6 SUBSTANTIAL COMPLETION**

9.6.1 "Substantial Completion" means the stage in the progress of the Work, as determined by CIRM, when the Work is complete and in accordance with the Contract Documents except only for completion of minor items which do not impair CIRM's ability to occupy and fully utilize the Work for its intended purpose.

9.6.2 When Contractor gives notice to CIRM that the Work is substantially complete, unless CIRM's Responsible Administrator determines that the Work is not sufficiently complete to warrant an inspection to determine Substantial Completion, CIRM will inspect the Work, and prepare and give to Contractor a comprehensive list of items to be completed or corrected before establishing Substantial Completion. Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents. If CIRM's inspection discloses any item, whether or not included on the list, which must be completed or corrected before Substantial Completion, Contractor shall complete or correct such item. Contractor shall then submit a request for another inspection by CIRM to determine Substantial Completion. Costs for additional inspection by CIRM shall be deducted from any monies due and payable to Contractor.

9.6.3 When CIRM determines that the Work is substantially complete, CIRM will prepare a Certificate of Substantial Completion on CIRM's form, which, when signed by CIRM, shall establish the date of Substantial Completion and the responsibilities of CIRM and Contractor for security, maintenance, utilities, insurance, and damage to the Work.

**9.7 FINAL COMPLETION, FINAL PAYMENT, AND RELEASE OF RETENTION**

9.7.1 Upon receipt of notice from Contractor that the Work is ready for final inspection, CIRM will make such inspection. Final Completion shall be when CIRM determines that the Work is fully completed and in accordance with the Contract Documents, including without limitation, satisfaction of all "punch list" items. CIRM will file a Notice of Completion within 15 days after Final Completion. After receipt of the final Application For Payment, if CIRM determines that Final Completion has occurred, CIRM will issue the final Certificate For Payment.

9.7.2 Final payment and retention shall be released to Contractor, as set forth in Article 9.8.3, after:

- .1 Contractor submits the final Application For Payment and all submittals required in accordance with Article 9.3;
- .2 Contractor submits all guarantees and warranties procured by Contractor from Subcontractors, all operating

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manuals for equipment installed in the Project, as-built documents, and all other submittals required by the Contract Documents;

- .3 Contractor submits the Final Distribution of Contract Dollars in the form contained in the Exhibits; and
- .4 CIRM issues the final Certificate For Payment.

At its sole discretion, after Final Completion, CIRM may waive the requirement that Contractor submit a final Application For Payment before making final payment and/or release of retention to Contractor.

9.7.3 Final payment shall be paid not more than 10 days after CIRM issues the final Certificate For Payment. Retention shall be released to Contractor 35 days after the filing of the Notice of Completion.

9.7.4 Acceptance of final payment by Contractor shall constitute a waiver of all claims, except claims for retention and claims previously made in writing and identified by Contractor as unsettled at the time of the final Application For Payment.

**ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY**

**10.1 SAFETY PRECAUTIONS AND PROGRAMS**

10.1.1 Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract and shall take adequate precautions for safety of and shall provide adequate protection to prevent damage, injury, or loss to employees and other persons who may be affected thereby, the Work and materials to be incorporated therein, and property at the Project site and adjoining property.

**ARTICLE 11 - INSURANCE AND BONDS**

**11.1 CONTRACTOR'S INSURANCE**

11.1.1 Contractor shall, at its expense, purchase and maintain in full force and effect such insurance as will protect itself and CIRM from claims, such as for bodily injury, wrongful death, and property damage, which may arise out of or result from the Work required by the Contract Documents, whether such Work is done by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The amounts of such insurance and any additional insurance requirements are specified in the Supplementary Conditions.

11.1.2 The following policies and coverages shall be furnished by Contractor:

- .1 COMMERCIAL FORM GENERAL LIABILITY INSURANCE covering all Work done by or on behalf of Contractor and providing insurance for bodily injury, wrongful death, personal injury, property damage, and contractual liability. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limit shall apply separately to Work required of Contractor by these Contract Documents. If the insurance under this Article 11.1.2.1 is written on a claims-made form, coverage shall continue for a period of not less than 3 years following termination of this Contract. Coverage shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Contract.
- .2 BUSINESS AUTOMOBILE LIABILITY INSURANCE on an "Occurrence" form covering owned, hired, leased, and non-owned automobiles used by or on behalf of Contractor and providing insurance for bodily injury and property damage.
- .3 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE as required by Federal and State of California law. Contractor shall also require all of its Subcontractors to maintain this insurance coverage.

**ARTICLE 12 -UNCOVERING AND CORRECTION OF WORK**

**12.1 UNCOVERING OF WORK**

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12.1.1 If a portion of the Work is covered contrary to CIRM request or direction, or contrary to the requirements of the Contract Documents, it must, if required in writing by CIRM, be uncovered for CIRM's observation and be replaced at Contractor's expense without adjustment of the Contract Time or the Contract Sum.

## **12.2 CORRECTION OF DEFECTIVE WORK AND GUARANTEE TO REPAIR PERIOD**

12.2.1 Unless otherwise provided in the Certificate of Substantial Completion, the Guarantee To Repair Period for the Work covered by the Certificate of Substantial Completion, shall commence on the date of Substantial Completion of the Work except that Substantial Completion shall not commence the Guarantee to Repair Period for any equipment or systems that:

- .1 Are not fully operational (equipment or systems shall not be considered fully operational if they are intended to provide service to any portion of the building which the CIRM has neither Beneficially Occupied nor accepted as Substantially Complete); or
- .2 Are not accepted by the CIRM.

The Guarantee To Repair Period for equipment or systems which become fully operational and accepted subsequent to Substantial Completion will begin on the date of their written acceptance by CIRM.

12.2.2 Contractor shall (1) correct Defective Work that becomes apparent during the progress of the Work or during the Guarantee To Repair Period and (2) replace, repair, or restore to CIRM's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of Defective Work. Contractor shall promptly commence such correction, replacement, repair, or restoration upon notice from CIRM but in no case later than 10 days after receipt of such notice; and Contractor shall diligently and continuously prosecute such correction to completion. Contractor shall bear all costs resulting from such Defective Work.

12.2.3 Contractor's obligations under this Article 12 are in addition to and not in limitation of its warranty under Article 3.4 or any other obligation of Contractor under the Contract Documents. Enforcement of Contractor's express warranties and guarantees to repair contained in the Contract Documents shall be in addition to and not in limitation of any other rights or remedies CIRM may have under the Contract Documents or at law or in equity for Defective Work.

## **ARTICLE 13 - TERMINATION OF THE CONTRACT**

### **13.1 TERMINATION BY CONTRACTOR**

13.1.1 Contractor shall have the right to terminate the Contract only upon CIRM's failure to perform any material obligation under the Contract and to cure such default within 30 days, or CIRM has not commenced to cure such default within 30 days where such cure will require a reasonable period beyond 30 days and diligently prosecutes the same to completion, after receipt of notice from Contractor stating the nature of such default(s).

### **13.2 TERMINATION BY CIRM FOR CAUSE**

13.2.1 CIRM will have the right to terminate the Contract for cause at any time after the occurrence of any of the following events:

- .1 Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
- .2 Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
- .3 A receiver is appointed to take charge of Contractor's property.
- .4 Whenever the Work is materially delayed. The work will be considered materially delayed if the percentage of work completed is more than 25% less than the percentage of Contract Time elapsed (e.g., if the contractor has completed 25% of the work, and 51% of the Contract Time has elapsed) or if Work has not been substantially completed by 125% of the Contract Time (e.g., the Contract Time is 100 days, and the contractor has failed to substantially complete the work in 125 days).
- .5 Contractor abandons the Work.

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13.2.2 CIRM will have the right to terminate the Contract for cause if Contractor fails to cure any of the following defaults within 5 days after receipt of written notice from CIRM:

- .1 Contractor persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
- .2 Contractor fails to make prompt payment of amounts properly due Subcontractors after receiving payment from CIRM.
- .3 Contractor persistently or materially fails to perform the Work in accordance with the Contract Documents.
- .4 Contractor is in default of any other material obligation under the Contract Documents.

13.2.3 Upon any of the occurrences referred to in Articles 13.2.1 and 13.2.2, CIRM may, at its election and by notice to Contractor, terminate the Contract and take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method CIRM may deem expedient.

**ARTICLE 15 - MISCELLANEOUS PROVISIONS**

15.1 Governing Law. The Contract shall be governed by the law of the State of California.

15.2 Successors and Assigns. CIRM and Contractor respectively bind themselves and their successors, permitted assigns, and legal representatives to the other party and to the successors, permitted assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract, in whole or in part, without prior written consent of the other party. Notwithstanding any such assignment, each of the original contracting parties shall remain legally responsible for all of its obligations under the Contract.

15.3 Survival. The provisions of the Contract which by their nature survive termination of the Contract or Final Completion, including all warranties, indemnities, payment obligations, and CIRM's right to audit Contractor's books and records, shall remain in full force and effect after Final Completion or any termination of the Contract.

15.4 Complete Agreement. The Contract Documents constitute the full and complete understanding of the parties and supersede any previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract may be modified only by a written instrument signed by both parties or as provided in Article 7.

15.5 CIRM's Right to Audit. CIRM and entities and agencies designated by CIRM will have access to and the right to audit and the right to copy at CIRM's cost all of Contractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work. Contractor shall preserve all such records and other items during the performance of the Contract and for a period of at least 3 years after Final Completion.

15.6 Methods of Delivery for Specified Documents.

15.6.1 The following documents must be delivered in a manner specified in Article 15.6.2:

- .1 Contractor claims pursuant to Article 4.3;
- .2 Contractor notices of conditions pursuant to Articles 3.14;
- .3 CIRM's notices of Contractor's failure to perform and/or correct defective work pursuant to Articles 12.2 and 13.2.3;
- .4 CIRM's notice to stop work pursuant to Article 2.1.1;
- .5 Notices of termination or suspension pursuant to Article 13.

15.6.2 Delivery methods for documents specified in Article 15.6.1:

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- .1 By personal delivery.
- .2 Sent by facsimile copy where receipt is confirmed.
- .3 Sent by Express Mail, or another method of delivery providing for overnight delivery where receipt is confirmed.
- .4 Sent by registered or certified mail, postage prepaid, return receipt requested.

15.6.3 The documents identified in Article 15.6.1 shall only be effective if delivered in the manner specified in Article 15.6.2. Subject to the forgoing, such documents shall be deemed given and received upon actual receipt in the case of all except registered or certified mail; and in the case of registered or certified mail, on the date shown on the return receipt or the date delivery during normal business hours was attempted. Delivery of the specified documents shall be made at the respective street addresses set forth in the Agreement. Such street addresses may be changed by notice given in accordance with this Article 15.6.

15.7 Time limits stated in the Contract Documents are of the essence of the Contract.

**Proposal Part I**  
**Consultant Information**

Name of firm or individual  
proposed consultant

Business or trade name,  
if different from above

Business Form  
(check only one)

- Corporation
- Partnership
- LLC
- Individual/Sole Proprietor
- Other:

Mailing Address

City

State

ZIP

Website

Firm Contact:

Name

Email

Telephone

Fax

Total dollar amount of consultant work that the firm has  
performed for CIRM in the last 12 months.

The name and position of any CIRM employee who holds a position of director, officer,  
partner, trustee, manager or employee in the consultant organization, as well as the  
names of any near relatives who are employed by CIRM.

Certification

I hereby certify under penalty of perjury that I am authorized by the proposed  
consultant to submit this proposal on its behalf. I have reviewed all information  
provided in the accompanying proposal, and it is true and complete to the best of my  
knowledge.

Signature

Date

Name

Title

## Proposal Part II Proposer References

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid may cause your bid to be rejected and deemed non-responsive.

List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract.

### REFERENCE 1

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Email address			
Dates of Service			
Value or Cost of Service			
Brief Description of Service Provided			

### REFERENCE 2

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Email address			
Dates of Service			
Value or Cost of Service			
Brief Description of Service Provided			

### REFERENCE 3

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Email address			
Dates of Service			
Value or Cost of Service			
Brief Description of Service Provided			



III. COMPENSATION AND REIMBURSEMENT FOR EXPENSES

A. CIRM shall pay the Consultant for services performed on the following basis:

1. Professional Fees:
2. Other Expenses

MAXIMUM TO BE PAID UNDER THIS AGREEMENT

\$ \_\_\_\_\_

\* Reimbursement for travel and per diem shall be in accordance with established CIRM rates and policies.

B. Payments shall be made upon the Consultant's submission of invoices indicating the Agreement Number and setting forth charges in accordance with rates detailed in Article III-A. Consultant must submit a completed Payee Data Record (State Standard Form 204) before CIRM will issue payment. Each invoice shall include the Consultant's taxpayer identification number (Social Security or employer identification number). Invoices shall be submitted not more frequently than monthly in arrears to:

California Institute for Regenerative Medicine  
Finance Officer  
210 King Street  
San Francisco, CA 94107

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

IV. REPORTING

In performing consulting services under this Agreement, the Consultant shall be accountable to CIRM and shall provide progress reports to CIRM upon CIRM's request.

V. NOTIFICATION

Notices concerning this Agreement shall be addressed as follows:

CIRM:

California Institute for Regenerative Medicine  
General Counsel  
210 King Street  
San Francisco, CA 94107

TO CONSULTANT:

VI. TAXES

The compensation stated in Article III includes all applicable taxes and will not be changed hereafter as the result of Consultant's failure to include any applicable tax or as the result of any change in the Consultant's tax liabilities. The Consultant acknowledges that compensation payable hereunder may be subject to withholding of state and federal income tax, including state income tax subject to withholding pursuant to California Revenue and Taxation Code Sections 18661-18677.

VII. INDEPENDENT CONTRACTOR STATUS

- A. Both parties agree that in the performance of this Agreement the Consultant shall not be an agent or employee of CIRM, shall not be covered by the State's Worker's Compensation Insurance or Unemployment Insurance, shall not be eligible to participate in State employee retirement programs, and shall not be entitled to any other CIRM employee benefits.
- B. The Consultant shall be solely responsible for the conduct and control of the work to be performed by the Consultant under this Agreement, except that the Consultant is accountable to CIRM for the results of such work. The Consultant's services for CIRM shall be performed in accordance with currently approved methods and ethical standards applicable to the Consultant's professional capacity.
- C. California State Contract Code 10515 (a) states: No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract on or after July 1, 2003, for the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.

VIII. ASSIGNMENT OR SUBCONTRACTING

The Consultant may not assign or transfer this Agreement, or any interest or claim, or subcontract any portion of the work, without the prior written approval of CIRM. The withholding or granting of such approval is totally discretionary with CIRM. If CIRM consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

IX. PROPERTY RIGHTS, INCLUDING PATENTS AND COPYRIGHTS

All written and other tangible material ("Material") produced pursuant to this Agreement by the Consultant shall be considered a work-made-for-hire under the Copyright Act. To the extent said Material does not qualify as a work-made-for-hire, Consultant hereby assigns all right, title, and interest, including, but not limited to, copyright and all copyright rights in the Material to CIRM and shall execute any and all documents necessary to effectuate such assignment. In the event Consultant uses any individual who is not a full-time employee of Consultant or uses any other entity to perform any of the work required by Consultant hereunder, Consultant shall require said individual or entity to sign an agreement before commencing work that contains identical wording to the foregoing two sentences except that the word "Consultant" shall be replaced with the individual's or entity's name.

X. CONSULTANT'S LIABILITY AND INSURANCE REQUIREMENTS

- A. The Consultant agrees to defend and, at CIRM's election, indemnify and hold harmless CIRM, its officers, agents, and employees from and against any and all claims, losses, expenses (including costs and reasonable attorney's fees), claims for injury, or damages that are caused by or result from the negligent or intentional acts or omissions or breach of this Agreement by the Consultant or its officers, employees, or agents. In addition, Consultant agrees to defend and, at CIRM's election, indemnify, and hold harmless CIRM, its officers, agents, and employees from and against any and all claims, losses, expenses (including costs and reasonable attorney's fees), claims for injury, or damages accruing or resulting to any and all contractors, subcontractors, suppliers, or any other person, firm or corporation furnishing services or supplying goods in connection with Consultant's performance of this Agreement
- B. The Consultant shall furnish a Certificate of Insurance or statement of self-insurance (contractual liability included) showing minimum coverage as follows:

1. General Liability: Comprehensive or Commercial Form (Minimum Limits)

(i)	General Aggregate (BI, PD)*	\$2,000,000
(ii)	Products, Completed Operations Aggregate	\$2,000,000
(iii)	Personal and Advertising Injury	\$1,000,000
(iv)	Each Occurrence	\$1,000,000

\* (not applicable to comprehensive form)

However, if such insurance is written on a claims-made form following termination of this Agreement, coverage shall survive for a period no less than three years. Coverage must include a Primary and Non-Contributory provision and a Severability of Interest provision. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Agreement.

2. Business Auto Liability: (Minimum Limits) for Owned, Scheduled, Non-Owned, or Hired Automobiles with a combined single limit of no less than \$1,000,000 per occurrence. [Alternative: Business Auto Liability is waived because Consultant will not drive in the course of performing services for CIRM.]

3. Workers' Compensation: as required under California State Law.

4. Professional Liability Insurance: (Minimum Limits)

(1) Each occurrence	\$2,000,000
(2) Project Aggregate	\$2,000,000

If this insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement. The insurance must include Contractual Liability Coverage and Defense and Indemnification of CIRM by the contracting party.

5. Other insurance in amounts as from time to time may reasonably be required by the mutual consent of CIRM and the Consultant against such other insurable hazards relating to performance.

6. Certificate(s) of Insurance shall name CIRM as an additional insured under 1, 2 and 4 above, obligate the insurer to notify CIRM at least thirty (30) days prior to cancellation of or changes in any of the required insurance and include a provision that the coverage will be primary and will not participate with nor be excess to any valid and collectible insurance program of self-insurance carried or maintained by CIRM. Premiums on all insurance policies shall be paid directly by the Consultant.

XI. RECORDS ABOUT INDIVIDUALS

- A. The Consultant acknowledges that the creation and maintenance of records pertaining to individuals is subject to certain requirements set forth by the California Information Practices Act (Civil Code 1798, et seq.) and by CIRM policy. Such requirements include provisions governing the collection, maintenance, accuracy, dissemination, and

disclosure of information about individuals, including the right of access by the subject individuals.

- B. If the Consultant creates confidential or personal records about an individual, as defined by the Information Practices Act, including notes or tape recordings, the information shall be collected to the greatest extent practicable directly from the individual who is the subject of the information. When collecting the information, the Consultant shall inform the individual that the record is being made and of the purpose of the record.
- C. Records containing confidential or personal information about individuals are the property of CIRM and subject to CIRM's policies and applicable federal and state laws. The Consultant agrees to deliver all such records, including originals and all copies and summaries, to CIRM upon termination of this Agreement.
- D. The Consultant shall not use recording devices in discussions with CIRM's employees without notifying all parties to the discussion that the discussion is being recorded.

## XII. EXAMINATION OF RECORDS

The Consultant agrees that CIRM and its authorized agents shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement including, but not limited to, all documents, records and work papers whether obtained or copied from CIRM or developed by the Consultant. Consultant agrees to maintain such records for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated. Consultant agrees to allow CIRM and its authorized agent's access to such records during normal business hours. Further, Consultant agrees to include a similar right of access in any subcontract related to the performance of this Agreement.

In accordance with state law, the Consultant agrees that CIRM, its authorized agents, the State Controller's Office, and the Bureau of State Audits (collectively, the "Auditors") shall have the right, in connection with an audit, to review and copy any records and supporting documentation pertaining to the performance of this Agreement including, but not limited to, all documents, records and work papers whether obtained or copied from CIRM or developed by the Consultant. Consultant agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated. Consultant agrees to allow the Auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Consultant agrees to include a similar right of the Auditors to audit records and interview staff in any subcontract related to the performance of this Agreement.

## XIII. CONFLICT OF INTEREST

- A. The Consultant will not hire any officer or employee of CIRM to perform any service covered by this Agreement. If the work is to be performed in connection with a federal or state contract or grant, the Consultant will not hire any employee of the government agency concerned to perform any service covered by this Agreement.
- B. The Consultant affirms that to the best of his/her knowledge there exists no actual or potential conflict between the Consultant's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be raised with CIRM.

- C. The Consultant shall not be in a reporting relationship to a CIRM employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Consultant.
- D. The Consultant may be required to execute a Form 700 Statement of Economic Interests as published by the Fair Political Practices Commission. Statements of Economic Interests are public documents. More information about Form 700 is available at [www.fppc.ca.gov](http://www.fppc.ca.gov).

#### XIV. AFFIRMATIVE ACTION

The Consultant recognizes that as a state government contractor or subcontractor, the Consultant is obligated to comply with all state laws and regulations regarding equal opportunity and affirmative action in government contracts. When applicable, the Consultant agrees that all such laws and their implementing regulations are incorporated herein as though set forth in full. These laws include the nondiscrimination requirements of Government Code sections 12990 and 11135, and the nondiscrimination program and clause required by Title 2, Division 4, Chapter 5 of the California Code of Regulations.

#### XV. CONFIDENTIALITY

The Consultant shall keep confidential any information provided by CIRM or any information conveyed orally to the Consultant by CIRM with oral notification of its confidentiality (the "Confidential Information"), Consultant agrees to maintain the secrecy of CIRM's Confidential Information and agrees not to use it except in performing the Services under this Agreement and not to disclose it to anyone outside CIRM or anyone within CIRM's organization who does not have a need to know it to perform under this Agreement. This non-disclosure provision shall not apply to any of the following:

1. Information which the Consultant can demonstrate by written records was known to him or her prior to the effective date of this Agreement;
2. Is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of the Consultant; or
3. Is obtained lawfully from a third party.

#### XVI. APPLICABLE LAW

The laws of the State of California shall govern this Agreement.

#### XVII. TERMS TO BE EXCLUSIVE

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes any prior understanding between the parties, oral or written, regarding the same subject matter.

#### XVIII. WAIVER OR MODIFICATION OF TERMS

No waiver, amendment or other modifications of the terms of this Agreement shall be binding upon either party unless expressed in writing and signed by both parties hereto.

#### XIX. STANDARD FOR PERFORMANCE

The parties acknowledge that CIRM, in selecting the Consultant to perform the services hereunder, is relying upon the Consultant's reputation for excellence in the performance of the services required hereunder. The Consultant shall perform the services in the manner of one who is a recognized

specialist in the types of services to be performed. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties. The Consultant shall devote such time to performance of its, her, or his duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this Agreement.

XX. EXCLUSION.

Independent Consultant warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs (<http://exclusions.oig.hhs.gov/search.aspx>) and the Federal Procurement and Nonprocurement Programs (<http://www.epls.gov/eplsearch.do>). This Agreement shall be subject to immediate termination in the event that the Independent Consultant is excluded from participation in any federal healthcare or procurement program.

XXI. RESOLUTION OF DISPUTES

If the Consultant disputes any action by CIRM arising under or out of the performance of this contract, the Consultant shall notify CIRM of the dispute in writing and request a claims decision. CIRM shall issue a decision within 30 days of the Consultant's notice. If the Consultant disagrees with CIRM's claims decision, the Consultant shall submit a formal claim to the President of CIRM. The decision by the President of CIRM shall be final and conclusive on the claim unless the decision is arbitrary, capricious or grossly erroneous or if any determination of fact is unsupported by substantial evidence. The decision may encompass facts, interpretation of the contract and determinations or applications of law. The decision shall be in writing following an opportunity for the Consultant to present oral or documentary evidence and arguments in support of the claim. Consultant shall continue with the responsibilities under this Agreement during any dispute.

XXI. SURVIVAL.

The following sections survive the expiration or early termination of this Agreement: IX, X, XI, XII, XV, XVI, XXI.

INDEPENDENT CONSULTANT

THE CALIFORNIA INSTITUTE FOR  
REGENERATIVE MEDICINE

_____ Signature	_____ Date	_____ Date
_____ Name	_____ Name	_____ Name
_____ Title	_____ Title	_____ Title
_____ Company	_____ Company	_____ Company

Item 6445-502-6047001/H&S Code 125291.20/Statutes 2004/ FY 11/12  
Account/Fund to be charged