



**UC HASTINGS**  
COLLEGE OF THE LAW

**REQUEST FOR PROPOSALS (RFP)**

**#00-0037**

**for**

**Power Washing, Graffiti Removal and Cleaning  
Services for Parking Garage at 376 Larkin Street, San  
Francisco, CA**

**RFP Issue Date: 10/27/2020**

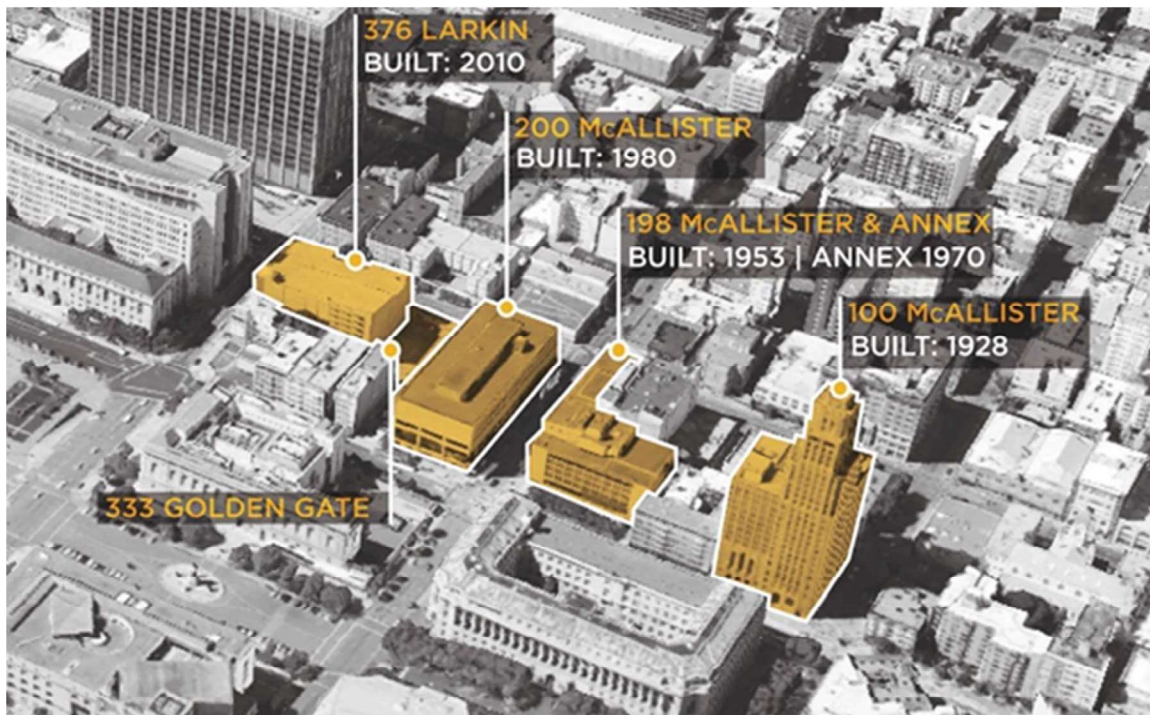
**RFP Due Date: 11/18/2020**

**Contact: [purchasing@uchastings.edu](mailto:purchasing@uchastings.edu)**

## Purpose

UC Hastings College of the Law (hereinafter called the College) is requesting proposals (RFP's) from qualified contractors to conduct Power Washing, Graffiti Removal and Cleaning Services for its Parking Garage located at 376 Larkin Street, San Francisco. The College expects the Proposer to adequately staff the Project with fully qualified staff as the job demands.

The construction of the Parking Garage was completed in 2009. The facility consists of 175,000 gross square feet (gsf) of which approximately 13,000 gsf is dedicated to community-serving retail space and 395 parking stalls owned and operated by the College.



## Context

Founded in 1878 as the “law department” of the University of California, UC Hastings College of the Law was established by the California Legislature with its own Board of Directors. With the exception of the degree-granting authority held by the UC Board of Regents, and payroll, retirement, and investment portfolio management at the University of California level, all other aspects of the College are operated independently under the oversight of the UC Hastings Board

of Directors. UC Hastings is the oldest public law school in California and the only stand-alone, public law school in the nation.

UC Hastings' reputation for academic excellence, its affiliation with the University of California, and its location in San Francisco's downtown Civic Center are major factors contributing to the overall strength of the institution. Additionally, UC Hastings has a long-term plan for current and future campus development that seeks to leverage the College's real estate portfolio to provide additional academic, residential, commercial, and support capacity for UC Hastings Law as well as other institutions through its Academic Village Concept. Specifically, in December 2017, the UC Hastings Law Board of Directors adopted the Long Range Campus Plan ("LRCP"). The driver of the LRCP is the Academic Village, a platform for interdisciplinary engagement among individuals and across institutions. The Academic Village includes shared housing (for students, trainees, and faculty) and amenities (library, food services, study areas, recreational space, etc.) on Hastings' campus for students from multiple institutions of higher education with a prioritization for graduate programs, as well as a network of collaborations that transcend and enrich the law school, connecting graduate programs and institutions with each other and with the wider community.

## **Scope of Work**

### **A. DESCRIPTION**

The Scope of Work is defined to include all areas of the building's interior dedicated to parking operations. Interior spaces allocated to commercial retail and office uses are excluded (i.e., Philz Coffee, Subway, Golden Era Restaurant and Build Group construction offices is not included in this scope of work).

#### **Parking Garage Cleaning - Interior**

- Power wash all interior horizontal surfaces
- Power wash all interior vertical walls of the building interior
  
- Light power wash ceilings
- Hand wipe clean all interior light fixtures

- Hand clean sprinkler system piping – light rinse of sprinkler heads using caution
- Replace plantings on 6<sup>th</sup> floor north elevation and the potted plants on the exterior walkway on the south side

#### Parking Garage Cleaning - Exterior

- Power wash the west and north elevations of the Ground Level (only)
- Remove graffiti as needed

#### Other Services – Provide hourly rates for:

- Other power washing - exterior sidewalks
- Handyman work

Scheduling of the Scope of Work is to occur such that impact to ongoing parking garage operations is minimized. Weekend and after work schedules will be considered.

### **B. MINIMUM QUALIFICATIONS**

1. The firm or individual shall have at least three (3) years of experience with a minimum of two (2) projects of similar size and scope. The work experience shall be similar to the work described in these specifications in order to be considered as having met the requirement.
2. Contractor shall provide a minimum of three (3) references for the past three (3) years of comparable experience, Exhibit A.
3. Contractor shall possess the appropriate licenses for this type of work.
4. Contractor to meet UC Hastings insurance requirements detailed in the sample agreement, Exhibit B, provided or according to the contract negotiated and must provide proof of insurance at the time of contract signing.
5. UC Hastings is a Drug Free Workplace and signing of attached drug free workplace certificate is required (Exhibit C). Complete and return Exhibit C with your proposal.

### **C. OTHER INFORMATION**

- Parking Garage Schematic Drawings (Exhibit D)
- Prime Contractor & List of Subcontractors (Exhibit E)

## UC Hastings Contact Information

The primary contact for this process is:

**UC Hastings Purchasing Department,**  
 Adrian Brown, Director of Business Services  
[purchasing@uchastings.edu](mailto:purchasing@uchastings.edu)

## Schedule & Milestones

RFP posted	10/27/2020
Questions due to <a href="mailto:purchasing@uchastings.edu">purchasing@uchastings.edu</a>	11:00 a.m. PDT 11/5/2020
Responses from UCH posted	11/10/2020
RFP due to <a href="mailto:purchasing@uchastings.edu">purchasing@uchastings.edu</a>	11:00 a.m. PDT 11/18/2020
Evaluation period	Immediately following due date
Finalist round (if any), possible interviews, plus award	Within 30 Days

## Guidelines for Submission

To appropriately evaluate each firm’s capabilities, responses are to be tendered according to the guidelines listed below. Each firm is to outline how it will fulfill the Scope of Work included in this RFP. Proposals should clearly address all information requested in this RFP and use the following organization:

### Expertise

- Develop a short narrative demonstrating clear understanding of the objectives and key features of the proposal.
- Outline anticipated schedule and work plan
- . Complete and return Exhibit E Prime Contractor and List of Subcontractors form with proposal.
- Provide a list of recent engagements of similar size and scope (including three (3) appropriate references, who may be contacted to evaluate completed work), and the outcome of the engagements. Complete and return a minimum of three (3) Reference Check Forms (Exhibit B) with your proposal.
- Detail any assumptions made in preparing the proposal.
- Include any other services not identified in the Scope of Work.

### Pricing

The Contractor agrees to perform the Scope of Work for the following amount:

**TOTAL LUMP SUM:** \$ \_\_\_\_\_

### HOURLY RATES:

- Power washing exterior sidewalks \$ \_\_\_\_\_/hour
- Other maintenance (“Handyman” work) \$ \_\_\_\_\_/hour

### Due Date

**Completed proposals are due (via e-mail) by 11/18/2020 11:00 a.m. PDT, to: [purchasing@uchastings.edu](mailto:purchasing@uchastings.edu)**

Questions concerning this RFP should be sent in writing via e-mail to [purchasing@uchastings.edu](mailto:purchasing@uchastings.edu) referencing the appropriate RFP section and page number, 11/5/2020 by 11:00 a.m. PDT.

Written responses to all submitted questions will be provided to all questions submitted on or about 11/10/2020 COB.

## Confidentiality

All information concerning all parties referenced herein or their respective businesses and operations, which is directly or indirectly furnished or made available under or by virtue of the existence of this RFP and which is not generally available to the public, shall be treated as confidential and proprietary to the extent permitted by law. All parties shall take all reasonable precautions to assure that no such information is used, disclosed, duplicated, or distributed by them or any of their employees or agents for any purpose other than their performance hereunder.

## Labor Code Provisions – General Prevailing Wage Rate

- A. Contractor shall comply with the provisions of applicable California law including but not limited to Sections 1770, et seq, of the Labor Code of the State of California.
- B. Contractor must be registered with the State of California Department of Industrial Relations for working on public works projects in order to submit a response to this RFP and during the entire course of the resulting agreement.
- C. The website to register with the State of California Department of Industrial Relations is as follows: <http://www.dir.ca.gov/Public-Works/SB854.html>.

## Agreement Term

It is the intent of UC Hastings to enter into one agreement with one firm. A standard UC Hastings agreement is attached for reference as Exhibit B. Actual agreement may differ.

## Other Conditions

Submission of a proposal in response to this RFP does not commit UC Hastings to pay any costs incurred in proposal preparation or submission, or to enter into a contract with any firm for any services. UC Hastings may reject any or all proposals at UC Hastings' sole discretion. Failure to comply with all the terms and conditions of this RFP may result in the disqualification of a proposal. UC Hastings may, at its discretion, request interviews and demonstrations of proposed marketing campaigns through a web-based or in-person presentation for College staff.

## Incorporation of Proposal into Contract

This RFP, the awarded firm's proposal, and all other representations made by the firm will be incorporated into any and all contract agreements between the firm and UC Hastings.

## Award of Contract

Assuming UC Hastings decides to proceed, award will be based upon the response that is determined to be in the best interests of UC Hastings, as determined by the College. Initial evaluation will be based upon a combination of company information, expertise, and the cost proposal for the project. The College may, in its discretion, require a finalist round or round(s) to evaluate suppliers and their products in order to assist in making final decision.

## Exhibits

- Exhibit A – Reference Check Form
- Exhibit B – Sample Professional Services Agreement
- Exhibit C – Drug Free Workplace
- Exhibit D – Parking Garage Schematic Drawings
- Exhibit E – Prime Contractor & List of Subcontractors Form



## REFERENCE CHECK FORM

For Request for Proposal (RFP) No. RFP 01-0037 Power Washing & Graffiti Removal Services

### PART A

Company Name (Respondent to RFP):

\_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ E-mail: \_\_\_\_\_

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**Signature**

### PART B

The above listed firm is responding to a Request for Proposal for a qualified and experienced Contractor to provide a Power Washing & Graffiti Removal Services.

You may either (1) complete Part B, or (2) confirm the information provided in Part B by the Respondent is accurate, by signing and returning the completed form to the Respondent.

### Reference Company Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Similar Contract Information:**

Term of Contract: From \_\_\_\_\_ To \_\_\_\_\_ Monetary Amount of Contact \$ \_\_\_\_\_

Description of Services Provided:

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**Rate Overall Performance:**

Exceptional      Above Standard      Acceptable      Needed Improvement

Please circle one and make any applicable comments below.

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**Rate Responsiveness to Requirements, Submission of Reports:**

Exceptional      Above Standard      Acceptable      Needed Improvement

Please circle one and make any applicable comments below.

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**Rate Company Personnel, Subcontractors, Quality and Accuracy of Work:**

Exceptional      Above Standard      Acceptable      Needed Improvement

Please circle one and make any applicable comments below.

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**Rate Company Response to Problems:**

Exceptional      Above Standard      Acceptable      Needed Improvement

Please circle one and make any applicable comments below.

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**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

(This form may be duplicated to submit information for multiple projects.)

AGREEMENT  
BY AND BETWEEN  
UNIVERSITY OF CALIFORNIA  
HASTINGS COLLEGE OF THE LAW  
AND  
\_\_\_\_\_

This Agreement is entered into by and between the University of California, Hastings College of the Law ("Hastings"), \_\_\_\_\_ ("Contractor"), whose address is \_\_\_\_\_

I.SCOPE OF SERVICE RENDERED

Labor and materials as required to perform:

Contractor will perform all work hereunder in compliance with applicable Federal, State, and local laws and regulations. Contractor shall comply with all policies and procedures of Hastings of which it is made aware, including COVID-19 related requirements for individuals who are working on-site at Hastings. Contractor acknowledges and agrees that if performing the Services on-site at Hastings, all employees, agents, and representatives of Contractor performing Services on-site will be required to complete a [screening questionnaire](#), and to receive a flu vaccine by November 1, 2020.

II.TERM OF AGREEMENT

III. COMPENSATION

IV. PAYMENT

Hastings will pay Contractor for the described work upon submission of an invoice detailing the work completed under this Agreement according to the payment schedule below:

Invoices shall reference the authorized UCH purchase order for the project, and shall be addressed to:

David Seward  
University of California  
Hastings College of the Law  
200 McAllister Street  
San Francisco, CA 94102

Payment Terms: **Net 30.**

#### V. ADDITIONAL SERVICES / OTHER AMENDMENTS

In its sole and absolute discretion, Hastings may order additional services outside the Scope of Work. Contractor shall not make any change in the Work or be entitled to any adjustment of Contract Term or Compensation, except as provided by Hastings by means of a written amendment to this Agreement.

Any and all amendments must be in writing, and signed by both parties in order to be effective.

#### VI. TERMINATION CLAUSE

In the event Contractor fails to carry out or comply with any of the terms and conditions of this Agreement, Hastings reserves the right to demand correction of any breach or default within ten (10) calendar days of notice to Contractor. In the event Contractor fails to correct the failure or default within the specified period, Hastings may terminate the Agreement without additional notice. Failure to terminate this Agreement is not to be deemed a waiver of the breach or default.

Either Hastings or Contractor may terminate this agreement without cause with a 30-day written notice.

In the event of termination, Contractor will be entitled to payment for Work satisfactorily completed prior to the date of termination.

#### VII. EXAMINATION OF RECORDS

Hastings and auditors of the State of California shall have access to and the right to examine and audit any books, documents and papers and/or records of Contractor involving transactions related to this Agreement for a period of three (3) years following its termination. These documents must contain adequate justification of the charges made to Hastings.

#### VIII. COORDINATION

Contractor, in performing services described herein, will coordinate and report to:

UC Hastings College of the Law  
200 McAllister Street  
San Francisco, CA 94102  
415-565-4835

Contractor is immediately to inform \_\_\_\_\_, or designee, of any unusual conditions or events that relate to, or may affect, the work to be performed under this Agreement. Contractor agrees to meet on a regular basis with Hastings management to review the progress of the work to be performed by Contractor and any unanticipated problems or issues.

#### IX. WARRANTIES

Contractor represents and warrants that it possesses the requisite skill, qualifications, and licensures necessary to perform the Work in a commercially reasonable manner. Contractor further represents and warrants that it has the right to provide the equipment, software, and services described herein and in

any Exhibit attached hereto, Hastings, and shall defend, indemnify, and hold harmless the State of California and Hastings and its officers, directors, employees, agents and representatives from and against any and all claims damages, judgements, suits, legal proceedings, and all costs and expenses in connection therewith (including reasonable attorneys fees) arising out of or resulting from any claim that the equipment, software, or services provided infringe the intellectual property rights of any third party.

Contractor further acknowledges and agrees that for the Term of this Agreement, it is responsible for all ongoing maintenance associated with the installed equipment, and shall promptly provide required maintenance upon Hastings request.

## X. INSURANCE AND INDEMNIFICATION

Hastings and its officers, directors, employees, agents and representatives and the State of California shall not be liable for any accident, loss, injury (including death) or damages, happening or occurring during the performance of this Agreement, to persons and/or property, caused in whole or in part by the intentional or negligent acts or omissions of Contractor, and Contractor will fully indemnify and protect Hastings and its officers, directors, employees, agents and representatives and the State of California from and against same. In addition to the liability imposed by law upon Contractor for damage or injury (including death) to persons or property by reasons of intentional or negligent acts or omissions of Contractor, his/her agents, servants, or employees, which liability is not impaired or otherwise affected hereby, Contractor hereby assumes liability for and agrees to hold Hastings and its officers, directors, employees, agents and representatives and the State of California harmless and indemnify Hastings and its officers, directors, employees, agents and representatives and the State of California for any expense, liability, or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have been suffered through any intentional or negligent acts or omissions of Contractor, its subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors.

Contractor will maintain in force at all times during the term of this Agreement, Workers' Compensation (statutory limits) in the amount of \$1,000,000, or such other amount as may be required by applicable law; and Employer's Liability, Comprehensive General Liability and Auto Liability, each in the amount of \$1,000,000. Such insurance policies shall name UC Hastings, its officers, directors, employees and the State of CA as an additional insured and provide for notification to Hastings thirty (30) days prior to termination or restrictive amendment. The parties acknowledge and agree that Contractor's insurance policies shall be primary and noncontributory to any policies of insurance maintained by Hastings. Contractor's workers' compensation coverage shall include a waiver of subrogation for the benefit of Hastings. Contractor shall furnish a Certificate of Insurance to Hastings as evidence of the required coverage. All insurance required under this Agreement is to be provided by carriers with a Best rating of A-10 or better. Carriers must also be California admitted companies listed as such by the Insurance Commissioner for the State of California.

## X. EXCUSABLE DELAY

Contractor shall not be held responsible for delays in the performance of this Agreement caused by strikes, lockouts, labor disturbances, acts of government, acts of nature (e.g. earthquake) or other causes similar to the foregoing which are beyond the control of and are not the fault of Contractor. Provided, however, that Contractor shall, within five (5) days after the occurrence of cause or causes of delay, request an extension of time from David Seward. Such request shall be in writing and shall state in detail the reasons for the delay which will prevent timely performance. If Hastings finds that such

cause or causes of delay exist, it may either grant Contractor an extension of time equal to the delay resulting from such cause or causes, or, at its option, terminate this Agreement.

#### XI. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles.

#### XII. ENFORCEMENT OF AGREEMENT

Any controversy or claim arising out of or relating to this Agreement, or a breach thereof, shall be settled by final and binding arbitration in San Francisco, California, heard before an arbitrator selected by both parties or pursuant to a strike off, in accordance with the American Arbitration Association Commercial Arbitration rules. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. Any provisional remedy which would be available from a court of law, shall be available from the arbitrator, to the parties of this Agreement pending arbitration.

The arbitrator shall determine which is the prevailing party and shall award that party its costs and fees. Costs and fees mean all reasonable pre-award expenses of arbitration, including the arbitrator's fees, administrative fees, witness fees and attorney's fees.

#### XIII. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and may be served by depositing the same in the United States mail, postage prepaid and registered, and addressed to the parties at the addresses set forth below, or to such other address as either party may designate in writing from time to time.

If to Hastings:

David Seward, CFO  
University of California  
Hastings College of the Law  
200 McAllister Street  
San Francisco, CA 94102

If to Contractor:

\_\_\_\_\_

Any change of address of Contractor shall immediately be communicated in writing to Hastings.

#### XIV. NONDISCRIMINATION

UC Hastings prohibits discrimination against any person employed; seeking employment; or applying for or engaged in a paid or unpaid internship or training program leading to employment with UC Hastings College of the Law on the basis of race, color, national origin, religion, age, sex, gender, sexual orientation, gender expression, gender identity, gender transition status, sex- or gender-stereotyping, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, citizenship, or service in the uniformed services, including protected veterans. This policy is intended to be consistent with applicable state and federal laws and Hastings policies.

#### XV. DRUG-FREE WORKPLACE CERTIFICATION

Contractor certifies compliance with Government Code Section 8355 by signing and incorporating the attached Drug Free Workplace Certification Exhibit into the Agreement.

#### XVI. W-9 FORM

As required by Hastings, Contractor must complete a W-9 form attached hereto and shall be submitted together with this Agreement for full execution.

#### XVII. ONSITE PARKING

There is no parking allowed in the college's loading dock. Contractor may utilize the loading dock space to unload/load tools and materials, but then must park offsite.

#### XVIII. LABOR CODE PROVISIONS - GENERAL PREVAILING WAGE RATE

- A. Contractor shall comply with the provisions of applicable California law including but not limited to Sections 1770, et seq, of the Labor Code of the State of California.
- B. Contractor must be registered with the State of California Department of Industrial Relations for working on public works projects during the entire course of this agreement.
- C. The website to register with the State of California Department of Industrial Relations is as follows: <http://www.dir.ca.gov/Public-Works/SB854.html>.

#### XIV. CONFLICT OF INTEREST

- A. Contractor will not hire any employee of Hastings to perform any service covered by this Agreement.
- B. Contractor affirms that to the best of Contractor's knowledge, there exists no actual or potential conflict between Contractor's family, business or financial interests and the services under this Agreement and in the event of any change in such circumstances will inform Hastings of any questions regarding possible conflicts of interest that may arise as a result of such change in circumstances.

#### XX. NON-ASSIGNMENT

This Agreement is not assignable or delegable by either party.

#### XXI. NON-RESPONSIBILITY OF THE REGENTS

The Regents of the University of California, a public corporation, is not a party to nor is it financially responsible under this Agreement.

#### XXII. ENTIRE AGREEMENT

This Agreement and the exhibits hereto, constitute the entire agreement between the parties and no party shall be liable or bound to the other in any manner except as set forth in this Agreement.

Dated: \_\_\_\_\_  
UNIVERSITY OF CALIFORNIA  
HASTINGS COLLEGE OF THE LAW

By: \_\_\_\_\_  
David Seward  
Chief Financial Officer

Approved as to Form:  
Dated: \_\_\_\_\_

\_\_\_\_\_  
John DiPaolo  
General Counsel

Dated: \_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax I.D. Number

License #:  
as issued by CSLB

DIR reg. #:

SAMPLE



## UC Hastings College of the Law

### Non-Discrimination Policy

#### Definitions:

**Gender:** The sex of a person, including a person's gender identity, and gender expression.

**Gender Expression:** A person's gender-related appearance or behavior, or the perception of such appearance or behavior, whether or not stereotypically associated with the person's sex assigned at birth.

**Gender Identity:** Each person's internal understanding of their gender, or the perception of a person's gender identity, which may include male, female, a combination of male and female, neither male nor female, a gender different from the person's sex assigned at birth, or transgender.

**Gender Transition:** The process some transgender people go through to begin living as the gender with which they identify, rather than the sex assigned to them at birth. This process may include, but is not limited to, changes in name and pronoun usage, facility usage, participation in employer-sponsored activities (e.g. wellness physical activities, teambuilding projects, or volunteering), or undergoing hormone therapy, surgeries, or other medical procedures.

**Pregnancy:** Includes pregnancy, childbirth, and medical conditions related to pregnancy and childbirth.

**Protected Veteran:** A veteran who is protected under the non-discrimination and affirmative action provisions of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; specifically, a veteran who may be classified as a "disabled veteran," recently separated veteran," "active duty wartime or campaign badge veteran," or an "Armed Forces service medal veteran," as defined by 41 CFR 60-300.2.

**Service in the Uniformed Services:** Includes service in the uniformed services as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as well as state military and naval service.

**Sex:** Includes, but is not limited to, pregnancy; childbirth; medical conditions related to pregnancy, childbirth, or breast feeding; gender; gender identity; and gender expression, or perception by a third party of any of the aforementioned.


**Transgender:** A general term that refers to a person whose gender identity differs from the person's sex assigned at birth. A transgender person may or may not have a gender expression that is different from the social expectations of the sex assigned at birth. A transgender person may or may not identify as "transsexual."

**DRUG-FREE WORKPLACE CERTIFICATION**

STD. 21 (REV. 12-93)

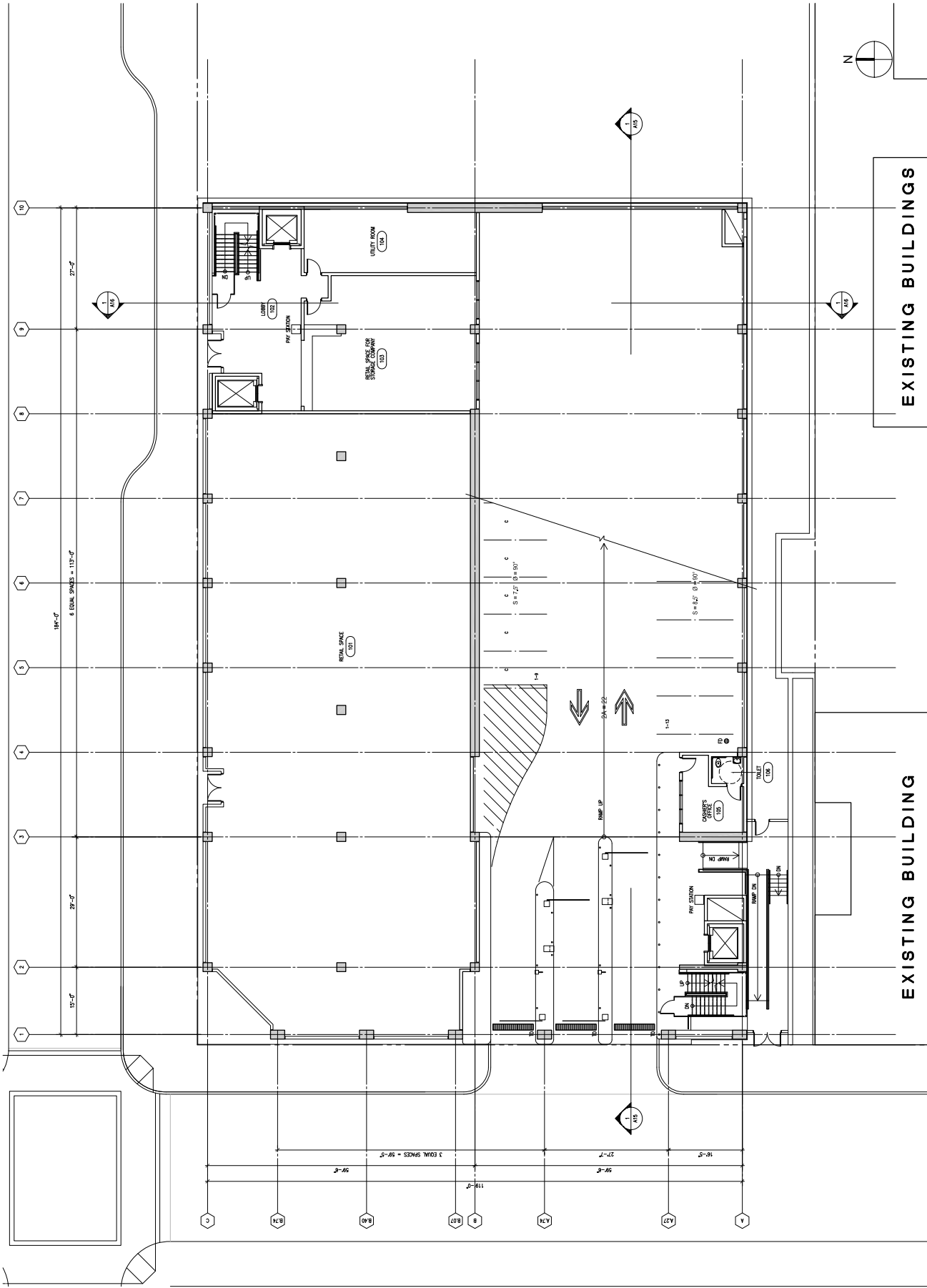
**CERTIFICATION**

*I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.*

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY (Authorized Signature) 	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code) (     )
TITLE	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

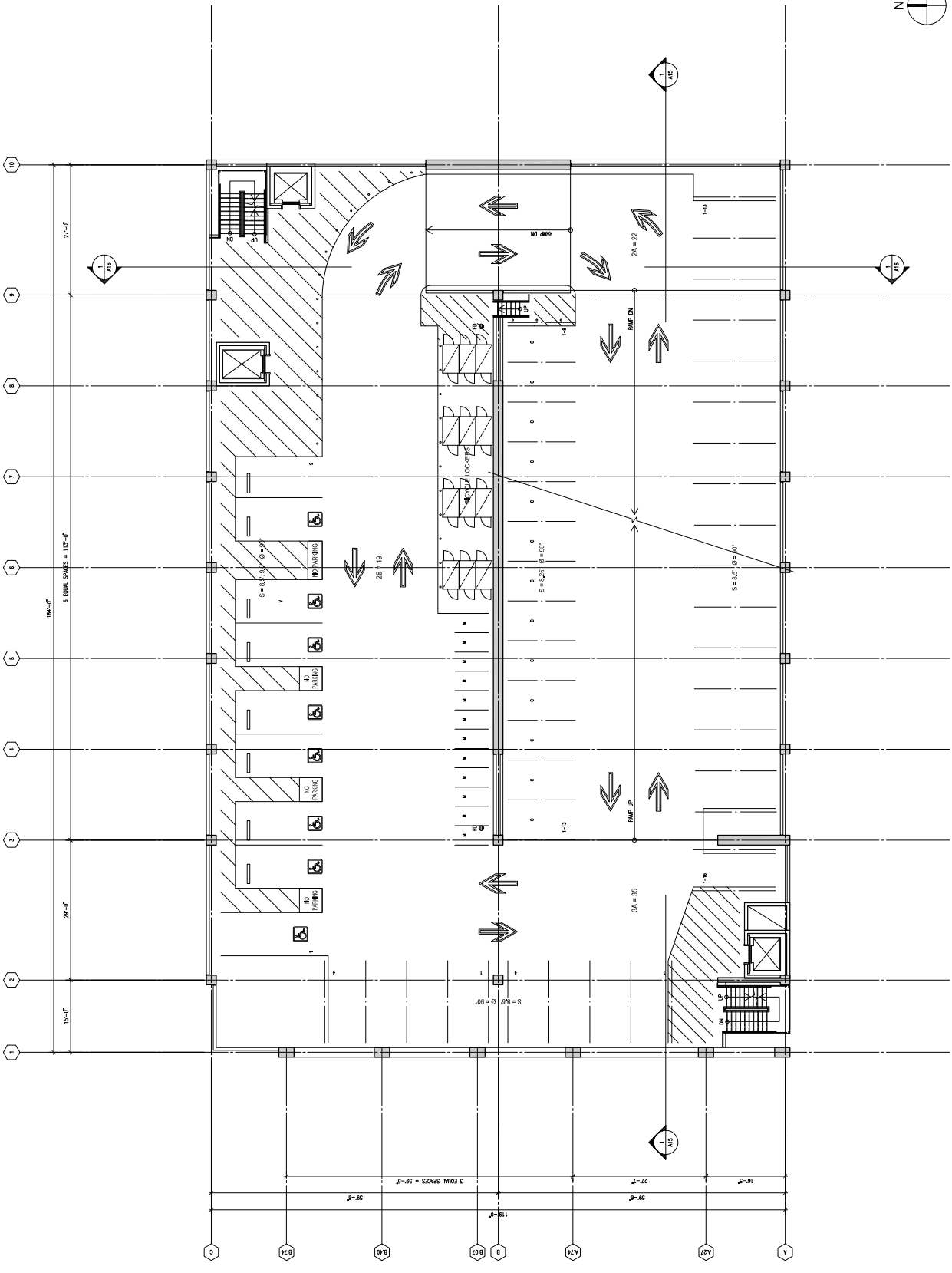
The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free workplace policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until \_\_\_\_\_<sup>(DATE)</sup> (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.



EXISTING BUILDINGS

EXISTING BUILDING



**SCHEMATIC DESIGN**  
 November 10, 2006

