



Notice to Prospective Bidders
MATERIAL HANDLING EQUIPMENT REPAIR AND MAINTENANCE
Request for Quote (RFQ) #A251016705
SB OPTION

July 20, 2026,

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

Please find attached the sample contract for the services requested. The **mandatory** walk-through dates are identified in the table below. All questions arising from the walk-through must be submitted in writing to the Contract Analyst by July 29, 2026 at 4:00 PM (PT). Verbal information at walk-through will not be binding on the State unless such information is issued in writing as an addendum. Responses to questions will be provided to those who attended the mandatory walk-through by July 31, 2026.



EVENT	DATE
Release of RFQ	July 20, 2026
Mandatory Walkthrough	July 28, 2026 at 1:00 PM (PT) 2299 Commerce Way Dixon, CA 95620 Manny Nunez manny.nunez@caloes.ca.gov (916) 507-6192
Deadline for Submittal of Questions	July 29, 2026 at 4:00 PM (PT)
Cal OES Response to Submitted Questions	July 31, 2026
RFQ Due Date	August 3, 2026 at 3:00 PM (PT)
Term of the Agreement	September 1, 2026, or upon approval, whichever is later, through August 31, 2027, with the option to extend for (1) additional twelve (12) month term.

Please return Exhibit B-1, by: August 3, 2026 at 3:00 PM (PT). A completed document sent via email is required to be sent to the Contract Analyst at the email below. Please ensure insurance requirements, if applicable, as identified in the sample contract are considered in your quote.

GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) DISCLOSURE NOTIFICATION

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

Bidder must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract



performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

Upon notification by a Bidder of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids that present an unacceptable level of risk to the State.

Government Code 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data.

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

- Payee Data Record (STD 204), which can be viewed and downloaded at:
<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>
- Payee Data Record Supplement (STD 205), which can be viewed and downloaded at:
<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf>
- Bidder Declaration (GSPD-05-105), which can be viewed and downloaded at:
<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-106.pdf>
- Contractor Certification Clauses (CCC – 04/2017), which can be viewed and downloaded at:
<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/CCC-042017.pdf?la=en&hash=4DE3E4DC414511AE378794200BA43EBF91C758EE>



- Darfur Contracting Act Certification (Pursuant to Darfur Contracting Act of 2008), which can be viewed and downloaded at:
<https://www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/Solicitation-Document-Attachments/Darfur-Contracting-Act.pdf>
- Certificate of Insurance and its endorsements as identified in Exhibit D of the attached sample contract.

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

Sage Miller, Contract Analyst
contractsunit@caloes.ca.gov

EXHIBIT A
STATEMENT OF WORK (SOW)

MATERIAL HANDLING EQUIPMENT REPAIR AND MAINTENANCE

1. OBJECTIVE

The California Governor's Office of Emergency Services, hereinafter referred to as "Cal OES" requires TBD, hereinafter referred to as "Contractor", to provide comprehensive maintenance services—including general, routine, and preventative upkeep—for material handling systems, located at:

2299 Commerce Way

Dixon, California 95620

2. TERM/PERIOD OF PERFORMANCE

- A. The period of performance for the Agreement shall be September 1, 2026, or upon approval by the Department of General Services (DGS), whichever is later, through August 31, 2027, with the option to extend for one (1) additional twelve (12) month term with an increased amount, no more than \$90,000.00 per each additional year, at the original rates evaluated and considered.
- B. The Contractor shall not be authorized to deliver or commence the performance of services as described in this SOW until the Agreement has been approved. Any delivery or performance of service that is commenced prior to the approval of the Agreement shall be considered voluntary on the part of the Contractor and non-compensable.
- C. Consistent with the terms and conditions of the original solicitation, and upon mutual consent, Cal OES and the Contractor may execute written amendments to alter the method, price, or schedule of the work, subject to the limitations set forth by California Public Contract Code, section 100 et seq, and the California State Contracting Manual, Volume 1.

3. BUDGETED AMOUNT

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

4. QUALIFICATIONS

Mandatory Qualifications

1. The Contractor shall comply with Occupational Safety and Health Administration (OSHA) regulations and 29 Code of Federal Regulations (CFR) 1910.178 for powered industrial trucks (forklifts and reach lifts).
2. The Contractor shall have qualified personal as defined by OSHA 1926.1429.
 - a. The Contractor shall ensure that all personnel performing maintenance or repair services meet the definition of a "qualified person" as specified in OSHA 29 CFR 1926.1429.
3. The Contractor shall have technicians certified by the original equipment manufacturer (OEM) or an accredited training provider for each equipment type.
 - a. The Contractor shall provide technicians who are certified by the original equipment manufacturer (OEM) or an accredited training provider for each type and model of Material Handling Equipment (MHE) serviced under this contract.
4. The Contractor shall be able to provide preventive maintenance programs tailored to each specific model.
 - a. Quality Management System (QMS) or International Organization for Standardization (ISO) 9001 certification is preferred.

Minimum Qualifications

1. The Contractor shall have a minimum of three (3) years of documented experience performing maintenance and repair services on Material Handling Equipment (MHE), including forklifts, reach trucks, pallet jacks, and telehandlers.
2. All technicians assigned to this Contract shall have at least two (2) years of hands-on experience performing preventive and corrective maintenance on the types of MHE covered under this SOW.
3. Contractor personnel shall have completed training in:
 - a. Lockout/Tagout (LOTO) procedures
 - b. Hazard Communication (HazCom)
 - c. Battery handling and charging safety (for electric equipment)
 - d. Hydraulic systems troubleshooting

e. Fuel system safety for diesel or LP-powered equipment

4. The Contractor shall possess all tools, diagnostic equipment, and software required to perform OEM-compliant maintenance and repairs.
5. The Contractor shall demonstrate the ability to source OEM or OEM-approved equivalent parts, with typical lead times not exceeding seventy-two (72) hours for commonly used components.
6. The contractor shall demonstrate the operational capacity to meet all required service response times for the Dixon facility, including standard rapid service response of dispatching and providing a qualified technician onsite within forty-eight (48) hours of notification for equipment failures, as well as the emergency rapid service response requirement of dispatching and ensuring arrival of a qualified technician within four (4) hours of notification when the State requests emergency service and the associated 4-hour Rapid Response Surcharge is applied.
7. The Contractor shall provide evidence of successful past performance delivering similar MHE maintenance services for government agencies, warehouses, logistics centers, or comparable organizations.
8. The Contractor shall demonstrate the ability to produce maintenance logs, inspection documentation, financial breakdowns, and quarterly summary reports in the formats required by this SOW.

5. PROJECT TASKS AND DELIVERABLES

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

A. Initial Equipment Assessment

1. The Contractor shall conduct a full inventory and inspection of all existing Material Handling Equipment (MHE).
2. The Contractor shall document equipment condition, usage hours, and available maintenance history.
3. Initial Equipment Assessment Report:
 - a. Method of submission: The report shall be submitted via email.
 - b. Formatting: The report shall be provided in searchable pdf and Excel formats.
 - c. Required content: Inventory list, asset condition ratings, usage hours, and maintenance histories for all material handling equipment.

d. Recipients: The report shall be sent to dixonwarehouse@caloes.ca.gov

e. Submission Deadline: No later than ten (10) business days after completion of the initial assessment.

B. Preventive Maintenance (PM) Program

1. The Contractor shall develop and implement a preventive maintenance schedule in accordance with OEM guidelines for each equipment model.
2. Preventive maintenance services shall include, but are not limited to: lubrication, filter changes, battery inspection and servicing, and tire inspection.
3. The Contractor shall use documented checklists, OEM specified service intervals, and parts replacement schedules.
4. The Contractor shall maintain complete maintenance logs for compliance and audit purposes.

C. Corrective Maintenance and Repairs

1. The Contractor shall perform corrective maintenance and unscheduled repairs as needed.
2. The Contractor shall use OEM parts or approved equivalent components.

D. Quarterly OSHA Compliant Inspections

1. The Contractor shall perform quarterly safety inspections in accordance with OSHA regulations.
2. Equipment deemed unsafe shall be immediately tagged out of service and reported to Cal OES.

E. Recordkeeping Requirements

1. The Contractor shall maintain complete service logs, inspection checklists, repair histories, and parts usage documentation for each asset.

F. Quarterly Maintenance Summaries and Reports (Deliverable)

The Contractor shall submit quarterly maintenance reports that include:

1. Executive Summary: Overview of asset conditions and critical failures.
2. Preventive Maintenance Compliance: Scheduled versus completed tasks and PM Completion Percentage.

3. Corrective Maintenance Logs: Unscheduled repairs, cause of failure, and downtime.
4. Financial Breakdown: Itemized labor, parts, and third party costs per asset.
5. Predictive Insights: Recommendations for replacements or major overhauls expected within the next six months.
6. Submission Requirements:
 - a. Method: Reports shall be submitted via email in searchable PDF and Excel formats.
 - b. Formatting: Data shall be organized by Asset ID Number and Date of Service.
 - c. Recipients: Reports shall be sent to Dixonwarehouse@caloes.ca.gov no later than the 10th business day following the end of each quarter.

G. Rapid Service Response Requirement

1. Standard Rapid Service Response (48 hours)
 - a. The Contractor shall ensure that a qualified technician arrives at the Dixon Facility within forty-eight (48) hours of notification or service request for equipment failures.
2. Emergency Rapid Service Responses (4 hours)
 - a. When the State requests emergency rapid response service, and the associated 4-hour Rapid Response Surcharge is applied, the Contractor shall ensure that a qualified technician arrives at the Dixon Facility within four (4) hours of notification or service request.

H. Safety and Environmental Handling Requirements

3. The Contractor shall follow all applicable safety protocols for fuels, batteries, hydraulic systems, and hazardous materials.
4. For electric or liquefied petroleum powered equipment, emissions testing and battery maintenance shall be conducted as part of service.

I. Liability for Damage

1. The Contractor shall be responsible for the cost of repair or replacement of any equipment damaged as a result of improper maintenance or repair performed by the Contractor.

6. ACCEPTANCE OF SERVICES

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

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

7. CONTRACTOR RESPONSIBILITIES

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

8. CAL OES RESPONSIBILITIES

- A. Cal OES shall designate a person to whom all Contractor communication will be addressed, and who has the authority to act on all aspects of the services. This person will review the SOW and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.

- B. Cal OES shall provide access to department staff and management, offices, and operation areas, as required, to complete the tasks and activities defined under this Agreement.

9. PERFORMANCE

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

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

10. PROBLEM ESCALATION

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to Cal OES' attention. There may be instances where the severity of the problem(s) justifies escalated reporting. To this extent, the Contractor will determine the level of severity and notify the appropriate Cal OES personnel. Cal OES personnel notified, and the time period taken to report the

problem or issue shall be at a level commensurate with the severity of the problem or issue. The relevant Cal OES personnel include, but are not limited to, the following:

First level: TBD

Second level: TBD

Third level: TBD

11. TERMINATION OF AGREEMENT

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

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

- A. This Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on Cal OES' notification to the Contractor.
- B. This Agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or Cal OES' premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.
- C. Cal OES may terminate performance of work under this Agreement for its convenience in whole or, from time to time, in part, if Cal OES determines that a termination is in the State's interest.
 - i. Cal OES shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the Agreement, the Agreement shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Agreement shall not be void.
 - ii. After receipt of a Notice of Termination, and except as directed by Cal OES, the Contractor shall immediately proceed with the following obligations, as

applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:

- a) Stop work as specified in the Notice of Termination.
 - b) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.
 - c) Terminate all subcontracts to the extent they relate to the work terminated.
 - d) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification of which will be final for purposes of this clause.
- D. The Contractor may submit a written request to terminate this Agreement only if Cal OES should substantially fail to perform its responsibilities as provided herein.
- E. This Agreement may be terminated at any time upon mutual written agreement between Cal OES and the Contractor.

12. SUBCONTRACTING PROVISIONS

- A. The Contractor will act as prime contractor under this Agreement. In addition to identifying all personnel proposed to work under this Agreement, the Contractor shall also identify its subcontractor affiliation, as applicable.
- B. Cal OES reserves the right to approve all subcontractors prior to the performance of any work by the subcontractor.
- C. All subcontractors must meet or exceed the minimum qualifications for the project team personnel set forth in Section 4, Qualifications.
- D. Nothing contained in this Agreement shall create any contractual relationship between Cal OES and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to Cal OES for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them.
- E. If a subcontractor is a California Certified Small Business (SB) and/or Disabled Veteran Business Enterprise (DVBE), then those amounts paid to certified subcontractors shall be identified on the Contractor's invoice(s).
- F. If a subcontractor is a California Certified DVBE, the Contractor shall provide proof of payments made to DVBE subcontractor(s) at the request of Cal OES.
- G. If the Contractor has committed to the use of DVBE subcontractors, upon completion of Agreement, the Contractor shall certify that all payments have been made to the

DVBE subcontractors by submitting the DVBE Subcontracting Report (STD 817). Cal OES will withhold \$10,000 from the final payment, or the full payment if the final payment is less than \$10,000, until the complete and accurate STD 817 is received. Failure to submit this certification after given the opportunity to cure, will result in Cal OES permanently deducting \$10,000 from the final payment or the full payment if less than \$10,000.

- H. The Contractor's obligation to pay its subcontractors is an independent obligation from Cal OES' obligation to make payments to the Contractor. As a result, Cal OES shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

13. AUTHORIZED REPRESENTATIVES

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

For service-related inquiries:

The California Governor's Office of Emergency Services		Contractor	
NAME:	Contract Manager, TBD	NAME:	TBD
ADDRESS:		ADDRESS:	
PHONE:		PHONE:	
EMAIL:		EMAIL:	

For Agreement administrative inquiries:

The California Governor's Office of Emergency Services		Contractor	
NAME:	Sage Miller, Contract Analyst	NAME:	TBD
ADDRESS:	10391 Peter A McCuen Blvd Mather, CA 95655	ADDRESS:	
PHONE:	(916) 369-4221	PHONE:	
EMAIL:	Sage.miller@caloes.ca.gov	EMAIL:	

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

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

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

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

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

5. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, Cal OES shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
6. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, Cal OES shall have the option to either cancel this Agreement with no liability occurring to Cal OES or offer an amendment to the Contractor to reflect the reduced amount.
7. All payments will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT B-1
COST SHEET**

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

ITEM NO.	DESCRIPTION	QUANTITY (A)	UNIT PRICE* (B)	UNIT OF MEASURE	EXTENDED PRICE (A X B)
1	Preventative Maintenance – Forklift Hyster Model: E40XN X 2	4	\$	QUARTERLY	\$
2	Preventative Maintenance – Reach lift Li-ION battery Hangcha Model type: CQD20-XD2-JI X 2	4	\$	QUARTERLY	\$
3	Preventative Maintenance – Electric pallet jack Big Joe Model type: D-40 X 3	4	\$	QUARTERLY	\$
4	Preventative Maintenance – Order Picker Hyster Electric R30XM3 X 1	4	\$	QUARTERLY	\$
5	Preventative Maintenance – Electric Rider Pallet Jack Hyster Electric BE80ZH X 1	4	\$	QUARTERLY	\$

6	Preventative Maintenance – Reach Lift Hyster Narrow Aisle Reach, Electric Model N40ZR3 X 2	4	\$	QUARTERLY	\$
7	Preventative Maintenance – Electric Scissor Lift JLG Model 2632 X 1	4	\$	QUARTERLY	\$
8	Rapid Response Surcharge for Emergency Service calls requiring labor technician dispatch within 48 hours	EACH			\$
9	Rapid Response Surcharge for Emergency Service calls requiring labor technician dispatch within 4 hours	EACH			\$
10	Parts**	Not to Exceed			\$
GRAND TOTAL Basis for Award***					\$

*The Unit Price will be the total quarterly price for all items in the Description column.

** All replacement parts required during rapid response or scheduled service shall be billed at manufacturer retail list price plus a markup not to exceed **20%** for OEM parts and **30%** for aftermarket parts. Specialty parts may include an additional expedited shipping charge if required to meet operational needs. All parts costs must be itemized and pre-approved by the Customer prior to installation.

***The Grand Total is included for solicitation and evaluation purposes only and will be removed from the actual Agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

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

Non-IT Services General Terms and Conditions (02/2025):

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-Updates/GTC-225-February-2025.pdf>

EXHIBIT E
ADDITIONAL PROVISIONS

1. INSURANCE

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

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

A. General Provisions Applying to All Policies

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

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

B. Insurance Requirements

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

California Governor's Office of Emergency Services

Contractor Name TBD
MHE Maintenance
Agreement No. A261016705

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

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

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

C. Other Required Insurance Provisions

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

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

ContractsUnit@caloes.ca.gov
Contract Number A261016705