

INVITATION FOR BID



Division of Administrative Services
Office of Business Services
Contracts Management Branch

Updated: February 2026



STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION
CONTRACTS MANAGEMENT BRANCH



7/21/2026

**INVITATION FOR BID (IFB)
NOTICE TO PROSPECTIVE BIDDERS
WATER TANK SERVICES
BID NUMBER C5613111-D, REBID 1**

RETURN BID TO: CDCR-CMB-Non-IT-Service-Bids@cdcr.ca.gov

Please see Bid Submittal instructions for CDCR's new electronic bid submittal process.

You are invited to review and respond to this IFB C5613111-D, Rebid 1 titled Water Tank Services for the California Department of Corrections and Rehabilitation (CDCR), institutions/facilities statewide. Bidders are not required to bid on all locations. See Exhibit E, List of Participating Locations. In submitting your bid, you shall comply with the instructions found herein. In addition to those programs and preferences that are specified in this solicitation, Prospective Contractors are encouraged to consider programs and preferences that are available, such as those for the use of small businesses, disadvantaged businesses, disabled veteran businesses, and other businesses covered by State and Federal programs and preferences.

As required by Government Code 14838, the California Department of Corrections and Rehabilitation (CDCR) is required to meet the State's twenty-five percent (25%) Small Business (SB) participation requirement. Certified SBs and micro-businesses (MB) are encouraged to submit bids. See Small Business Preference Program Section, in this IFB for requirements.

The designated contact person for this IFB is:

Contract Analyst: Kristina Cardoso
California Department of Corrections and Rehabilitation
Email address: Kristina.Cardoso@cdcr.ca.gov
Phone: 279-210-3712

Please note that no verbal information given will be binding upon CDCR unless such information is issued in writing as an official addendum.

Technical questions regarding this solicitation will be addressed in writing and in accordance with the Questions and Answers portion of this IFB. See Letters of Inquiry Section for more details.

Sincerely,

Kristina Cardoso

Kristina Cardoso
Contract Analyst
Master Contracts Unit

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BID PACKAGE OVERVIEW

This IFB package contains the following documents (except as otherwise indicated).

Please note that you **must** comply with the requirements contained in **all** documents.

- Bid Submittal Checklist
- Bidder Acknowledgment/Certification (OBS 300)
- Sample Standard Agreement (STD 213)
- Scope of Work (Exhibit A)
- Equipment List (Exhibit A-1)
- Service Report (Exhibit A-2)
- Budget Details and Payment Provisions (Exhibit B)
- Rate Sheet (Exhibit B-1)
Electronically downloaded bid package includes an Excel spreadsheet file in addition to the PDF version (for additional information, see Exhibit B-1, first paragraph).
- General Terms and Conditions (Exhibit C)
This document is incorporated in this bid package by reference only and is available on the Internet at [Standard Contract Language for Non-IT Services](#) - GTC 02/2025.
- Special Terms and Conditions (Exhibit D)
- List of Participating Locations (Exhibit E)
- CDCR 2301 PREA Policy Information for Volunteers and Contractors (Exhibit F)
- California State Institutions Map (Exhibit G)
- Walk-Through Information and Schedule (Attachment 1)
- Standard Contractor Certification Clauses (CCC)
- Payee Data Record (STD 204)
- Darfur Contracting Act (OBS 1500)
- Iran Contracting Act (OBS 1502)
- California Civil Rights Laws Certification (OBS 1510)
- GenAI Reporting and Factsheet (OBS 1000)
- Sample Certificate of Insurance
- Bidder Declaration (GSPD-05-105)

- Non-Small Business Preference Request and Subcontractor Acknowledgement (OBS 555)
- California DVBE Bid Incentive Instructions – Selecting Incentive Option
- DVBE Declarations (DGS PD 843)
- DVBE Bid Incentive Request and Acknowledgement (OBS 554)

PROJECTED TIMETABLE

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

IFB Available to Prospective Bidders	July 21, 2026
Notification of Intent to Participate in Bidders' Walk-Through	Ten (10) Business Days Before Scheduled Walk-Through Date
Optional Walk-Through	Refer to Attachment 1
Letters of Inquiry Submission Date	September 2, 2026
Submission of Bid	September 9, 2026 by 11:00 AM
Public Bid Opening	September 10, 2026 at 2:00 PM
Anticipated Date for Commencement of Services	Upon Approval
Term End Date of Agreement	April 30, 2029

FUNDING

This is a Master Agreement in which a separate Purchase Order (PO) will be issued for each participating location. Each participating location's total basis of award includes a Rate Sheet line item totaling 25% of the sum of the bidder's service rate(s) to allow for additional as-needed, unforeseeable services. As-needed services will be payable at the applicable service rate(s) on the Exhibit B-1, Rate Sheet.

BIDDER QUALIFICATIONS AND LICENSING REQUIREMENTS

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

PROHIBITION ON TAX DELINQUENTS

Persons or companies identified as the largest tax delinquents by the Franchise Tax Board (FTB) or the Board of Equalization (BOE) under authority of Sections 7063 or 19195 of the Revenue and Taxation Code, shall be disqualified from the bidding process.

Pursuant to PCC §10295.4, contracts are void and unenforceable if a Contractor is included on tax delinquency lists.

(a) Notwithstanding any other law, a state agency shall not enter into any contract for the acquisition of goods or services with a contractor whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. Any contract entered into in violation of this subdivision is void and unenforceable.

(b) This section shall apply to any contract executed on or after July 1, 2012.

BIDDER RESPONSIBILITIES & THE BID PACKAGE

Bidders are solely responsible for understanding the scope of work and all requirements, terms, conditions, evaluation criteria, etc., before submitting a bid. If the language is unclear or ambiguous, it is the bidder's responsibility to request clarification or assistance before submitting a bid. Please note that no verbal information will be binding upon the State unless the State issues such information in writing as an official addendum. If the IFB is modified prior to the final bid submission date, the State will issue an addendum to all bidders that received a bid package.

Bidder shall provide rate(s) on Exhibit B-1, Rate Sheet. Bidder shall set forth rates in clear, legible figures in the spaces provided on Exhibit B-1, Rate Sheet. Failure to provide the required rates shall be cause for rejection of your bid.

NOTE:

1. Any quantities listed on Exhibit B-1, Rate Sheet are CDCR's estimates only and are offered as a basis for the comparison of bids. The State does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to omit portions of the work as may be deemed necessary or advisable by the State.
2. In the case of a discrepancy between the Unit Price (e.g., Hourly Rate, Cost per Service) and Item Total (e.g., Hourly Rate x Hours Worked = Item Total), the Unit Price shall prevail. However, if the Unit Price figure is ambiguous, illegible, uncertain, or is omitted, the Item Total shall be divided by the estimated usage (e.g., Hours Worked) to determine the Unit Price. In the case of a discrepancy between the Basis of Award and the sum of the Item Totals, the sum of the Item Totals shall prevail.
3. The amount of the total bid will be rounded up to the nearest whole dollar when the Agreement documents resulting from this bid are prepared.
4. Bidders are not required to bid on all locations. Bidders may submit for one or more locations. CDCR reserves the right to increase and/or decrease the number of participating CDCR locations throughout the term of this Agreement. Any decrease in the number of participating locations will be provided in writing from CDCR and shall result in no cost to CDCR. Any increase in participating locations will be added by Amendment, and services shall be provided at the same rates as the CDCR location in closest proximity (already included in the Agreement), and same terms as identified herein.

All required documents listed in the Bid Submittal Checklist must be included within the bid package. No bid will be considered unless it is submitted with the CDCR Bidder Acknowledgement/Certification form (OBS 300) and Exhibit B-1, Rate Sheet, and is in conformance with the submission requirements of this IFB. Additionally, a signed copy of all pages of the Contractor Certification Clause (CCC) must be submitted to CDCR with the completed bid package. The State reserves the right to request clarification of any documents included with this bid.

The bid must be for the entire activity described herein. The State does not accept alternate contract language from a prospective Contractor. A bid with such language will be considered a counter proposal and will be rejected. Additionally, bids may be rejected if the bid proposal shows any alterations of form, additions not called for, a conditioned or incomplete bid, or erasures and/or irregularities of any kind. Any bid amounts changed after the amounts are originally inserted **MUST** be initialed through DocuSign by the bidder.

Failure to submit required documentation may result in the rejection of your bid.

BID SUBMITTAL

Bids must be submitted electronically, with all necessary bid submission documents in a clear, legible Portable Document Format (PDF), the documents are fully responsive and lack any deficiency, to CDJR-CMB-Non-IT-Service-Bids@cdcr.ca.gov no later than the time and date specified in the Projected Timetable. Any bid received in any other manner will **NOT** be considered. Bid submission time will be recorded using the electronic time stamp associated with receipt of the email submission. CDCR will provide an automated email response confirming receipt of each submission received showing the date and time the submission was received. If a confirmation receipt is not received, please contact CDJR-CMB-Non-IT-Service-Bids@cdcr.ca.gov to confirm your bid was received. Confirmation receipt is not a representation by CDCR that the submitted bid is responsive and complete. Any electronic bid received after the Submission of Bid date and time specified in the Projected Timetable will **NOT** be considered. Bidders are ultimately responsible for ensuring timely receipt of their bid. ***It is recommended that Bidders submit bids at least one (1) hour in advance of the bid submission deadline to allow for confirmation of bid submission.***

Bid submissions with attached PDF documents in excess of forty (40) Megabytes in size risk being undeliverable. The State's mail server may automatically reject excessively large emails. Bidder may submit multiple emails if file size exceeds forty (40) Megabytes. Multiple emails should be identified as follows: 1 of 3, 2 of 3, 3 of 3, etc. Links to files stored on the internet (e.g., Google Drive, Dropbox) in lieu of attachments are not acceptable, and any documents stored at such links will not be reviewed.

The subject line of the electronic bid must be titled:

BID FOR C5613111-D, REBID 1 WATER TANK SERVICES

Bids that are not properly marked may be disregarded. Please see example below for further assistance.

The body of the email of the electronic bid must **only** contain the following:

DO NOT OPEN
BID NUMBER: **C5613111-D, REBID 1**
ATTENTION: KRISTINA CARDOSO
COMPANY NAME:

(See Sample Below)

 Send	To	cdcr-cmb-non-it-service-bids@cdcr.ca.gov
	Cc	
Subject		BID FOR C561XXXX-D - BLUEPRINT REPRODUCTION AND ONLINE PLANROOM SERVICES
DO NOT OPEN BID NUMBER: C561XXXX-D ATTENTION: Jane Doe COMPANY NAME: Banks Construction		

In submitting a bid, the bidder accepts the terms and conditions expressed herein. Costs incurred for developing bids and in anticipation of award of the Agreement are the responsibility of the bidder and shall not be charged to the State.

Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear one of the following: DocuSign, or Adobe Acrobat Sign signature, or a scanned document of an original ink signature. An unsigned bid may be rejected.

A bidder may modify a bid after its submission by withdrawing the original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered. A bid may be withdrawn from consideration by submitting a written withdrawal request to CDCR via email to CDCR-CMB-Non-IT-Service-Bids@cdcr.ca.gov, signed by the bidder or an authorized agent. Bids will not be opened until the Public Bid Open date and time. Once opened by the State, the submitted bid is binding and may not be withdrawn without cause.

All documents submitted in response to this IFB will become the property of the State and will be regarded as public records under the California Public Records Act (Government Code Section 7920 et seq.) and subject to review by the public.

BIDDERS' WALK-THROUGH

Notification of Intent to Participate in Bidders' Walk-Through

Bidders and/or their representative(s) planning to attend the bidders' walk-through held on institution grounds must provide their driver's license or DMV identification card number, date of birth, and complete name to secure a Gate Clearance for admittance. Please contact the individual indicated in the Walk-Through Information and Schedule, Attachment 1 by the date indicated in the Projected Timetable of this IFB to arrange for your participation in the mandatory/optional bidders' walk-through.

Any interested bidder or bidder's representative who requires reasonable accommodation to participate in the Walk-Through must contact the contract analyst identified in this package two (2) weeks before the scheduled Walk-Through to identify what reasonable accommodation(s) is required.

At the time of attendance at the **walk-through**, bidders and/or their representatives will be required to bring their driver's license or state DMV identification card to be admitted onto institution grounds.

NOTE: Bidders and/or their representatives will not be admitted onto institution grounds unless professionally and appropriately dressed in clothing distinct from that worn by incarcerated individuals at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse clothing and/or yellow rainwear shall not be worn onto institution grounds. Contractors should contact the institution regarding clothing restrictions before any planned visit(s) to the institution to ensure the Contractor and/or their representatives are in compliance.

Additionally, electronic and communication devices such as pagers, cell phones, cameras/micro-cameras, and/or sound recording devices are not permitted on institution grounds and must be left in the bidder's and/or their representative's locked vehicle.

Mandatory/Optional Walk-Through

NOTE: PARTICIPATION IN THE WALK-THROUGH IS MANDATORY AT SOME LOCATIONS. ANY BIDDER INTENDING TO SUBMIT A BID MUST EITHER ATTEND OR SEND A REPRESENTATIVE TO THE WALK-THROUGH. FAILURE TO ATTEND OR PROVIDE REPRESENTATION AT A MANDATORY WALK-THROUGH WILL RESULT IN THE BIDDER'S ELIMINATION FROM THE BIDDING PROCESS FOR THAT LOCATION. REFER TO THE WALK-THROUGH INFORMATION AND SCHEDULE, ATTACHMENT 1 FOR MANDATORY/OPTIONAL REQUIREMENTS.

Invitation for Bid

Contract Bid Number C5613111-D, Rebid 1



BIDDERS THAT ATTENDED THE WALK-THROUGH DURING THE SOLICITATION OF IFB C5613111 WILL RECEIVE CREDIT FOR ATTENDANCE AND ARE NOT REQUIRED TO ATTEND A SECOND TIME.

The mandatory/optional walk-through will be held on the date and time specified on the Walk-Through Information and Schedule, Attachment 1. The purpose of the walk-through is to provide bidders an opportunity to examine the work site before bidding, in order to have full knowledge of the area(s) and/or specific equipment affecting the work that may not be specifically described herein.

Specific questions during the walk-through should be limited to the work site. Actual questions regarding the Scope of Work and/or Terms and Conditions of the IFB should be directed to the contact person identified in the cover letter of this IFB.

LETTERS OF INQUIRY

The purpose of these letters is to provide bidders with the opportunity to ask questions and/or provide feedback to CDCR on the specifics of the IFB and/or DVBE requirements. While some input may be incorporated into the IFB, remarks and explanations submitted may not necessarily change provisions of the IFB. Any modifications to the IFB as a result of these inquiries will be documented by an addendum and forwarded to all bidders.

Any inquiries related to the specifics of the IFB and/or DVBE requirements, if applicable, be submitted by email to allow CDCR time to research and prepare a response. Bidders will still, however, have the opportunity to ask questions at the Walk-Through. Submit your letter of inquiry via email by the date specified in the Projected Timetable Section of this IFB directly to Kristina Cardoso, Contracts Management Branch at email: Kristina.Cardoso@cdcr.ca.gov

Inquiries received after this date will only be addressed at CDCR's discretion.

PUBLIC BID OPENING

All bids received by the due date and time will be opened and read at a virtual public bid opening. Bids will be opened publicly over conference-call utilizing the call-in number below. The time of the public bid opening will be as outlined in the Projected Timetable Section.

Call-In Number: 1-916-701-9994

Passcode: 340347063#

At the time of the public bid opening, the dollar amount of each bid, claimed preference, and the name of each company bidding shall be read. The contract award is subject to a complete review of the entire bid proposal for compliance and adherence to the IFB requirements, verification of all calculations and claimed preferences, and compliance with DVBE mandatory participation requirements, if applicable. Final results may change as a result of formal bid evaluation.

Bid opening will be audio only with no opportunity for questions and answers.

Bid results can also be requested by contacting the contract analyst listed in this solicitation following the public bid opening.

EXECUTIVE ORDER N-6-22 – RUSSIAN SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers

to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI) DISCLOSURE

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 / Offeror 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 its right to seek any and all relief it may be entitled to as a result of such non-disclosure.

Upon notification by a bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers 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.

BASIS FOR AWARD

The award of an Agreement, if it is to be awarded, will be made to the lowest responsible bidder whose bid complies with all requirements prescribed herein. In the event a bidder submits more than one (1) bid for the same location/service under this bid process, the State shall select the lowest bid and reject all other bids from this bidder.

In the event of tie bids, except as provided in Government Code §14838(f), CDCR reserves the right to determine the bidder entitled to the contract award based on the percent of discount specified in Exhibit B-1, Rate Sheet, if applicable. If not applicable or if there is a discount tie, a coin toss or lot drawing will be used to determine the bidder entitled to the contract award. The coin toss or lot drawing will be officially witnessed, and all affected bidders will be advised of the tiebreaker method and invited to attend.

The State is not required to award an Agreement and reserves the right to reject any and all bids and to waive any immaterial deviations in the bid. The State's waiver of an immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the Agreement.

The State intends to award one or more Agreements to the lowest responsible bidder(s). Bidders may submit bids for one or more locations. If a bidder is the lowest bidder for more than one location, all of the locations awarded to that bidder may be incorporated into one Agreement. This determination will be based on what is in the best interests of the State.

PROTEST AWARD

Information regarding the protest of an award may be found by going to [State Contracting Manual - Volume 1](#), under [Chapter 6: Contract Award Protests](#).

A protest to this bid must adhere to Public Contract Code (PCC) Section 10345.

The envelope or email subject line containing the written protest must clearly state:

"Protest Concerning IFB Number C5613111-Rebid 1 for the California Department of Corrections and Rehabilitation".

Protests **MUST** be filed with:

ORIGINAL	COPY
EMAIL OR MAIL DELIVERY Email: OLSProtests@dgs.ca.gov Department of General Services Office of Legal Services Attn: Bid Protest Coordinator 707 Third Street, 7 th Floor, Suite 7-330 West Sacramento, CA 95605	EMAIL OR MAIL DELIVERY Email: m_CDCR-OBS-Protest-Mailbox@cdcr.ca.gov Department of Corrections and Rehabilitation Office of Business Services Contracts Management Branch 9838 Old Placerville Road, Suite B Sacramento, CA 95827

GENERAL PREVAILING RATE OF WAGES

In accordance with the provisions of Section 1774 of the California Labor Code, the Contractor and any subcontractors shall conform to the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations. Copies of the wage rate determinations or any amendments thereto issued by the Director of the Department of Industrial Relations are on file with CDCR.

AGREEMENT EXECUTION

The Agreement will be executed only upon the State's acceptance of the Contractor's certificates of insurance, bonds, licenses, and permits, when such items are required. Should the Contractor fail to commence work at the agreed-upon date and time, the State, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement.

The successful bidder shall enter into an Agreement with the State, which will be prepared on a State of California Standard Agreement (STD 213 form, sample attached) and shall include from this IFB, Exhibits A, A-1, A-2, B, B-1, D, E, F, and G.

This Agreement will not include a copy of the Exhibit C, General Terms and Conditions for Private Contractors, which is incorporated into the Agreement by reference only on the STD 213. Exhibit C may be downloaded from the Internet at [Standard Contract Language for Non - IT Services](#).

After award, the Standard Agreement will be forwarded to the Contractor for signature via DocuSign. Upon receipt, the Contractor must sign the Agreement and return the Agreement with any required documentation in accordance with the time frame specified in the transmittal letter. In the event the State has not received the signed Agreement and the required documentation within the specified time frame, the award may be rescinded and awarded to the next **lowest** responsible bidder.

Invitation for Bid

Contract Bid Number C5613111-D, Rebid 1



This Agreement is not valid unless and until approved by the Department of General Services, or, under its authority CDCR. The State has no legal obligation unless and until the Agreement is approved. Any work commenced by the Contractor prior to approval may be considered voluntary and the Contractor may have to pursue claim for payment by filing with the Department of General Services, Government Claims Program. When the Agreement is fully approved, a copy will be forwarded to you.

EXTENSION OF TERM

This Agreement may be amended when the additional year(s) or additional task(s) were anticipated and evaluated as an option to renew in the IFB.

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM

This IFB is exempt from the DVBE requirement. However, the State is committed to achieving legislatively established goals for the participation of DVBEs in all state contracting and seeks to use certified DVBE business whenever possible. Therefore, the State requests your voluntary participation in reporting any certified DVBEs, including yourself, that will be used in the performance of this Agreement.

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE

CDCR is committed to meeting and exceeding the three percent (3%) goal for Disabled Veteran Business Enterprise (DVBE) participation in State contracting activities, set forth in Military and Veterans Code 999. The DVBE Incentive Program applies to all contracting activities for services. The DVBE incentive is applied during the evaluation process and is only applied to responsive bids from responsible bidders proposing DVBE participation. This incentive is for bid computation only.

To be eligible for the DVBE incentive, the business must:

1. Complete DVBE Incentive Request and Subcontractor Acknowledgement form (OBS 554) and submit with bid proposal.
2. Have a completed DVBE application on file with DGS, OSDS by 5:00 p.m. on the date bids are due.

For certification and preference approval process information, contact the OSDS by telephone at (916) 375-4940 or access the OSDS Internet website at [Apply For or Re-apply as Small Business, Disabled Veteran Business Enterprise](#).

Award Based on Low Price

The incentive shall be equal to a bidder's DVBE participation level (rounded to the nearest two decimal places).

DVBE PARTICIPATION LEVEL	INCENTIVE APPLIED
1.0 - 1.99%	1%
2.0 UP TO 2.99%	2%
3.0 UP TO 3.99%	3%
4.0 UP TO 4.99%	4%
5.0 UP TO 5.99%	5%

1. The incentive is subject to a minimum of one percent (1%) and a maximum of five percent (5%) and will not exceed \$500,000. Bids with DVBE participation of more than five percent (5%) will be calculated with a five percent (5%) incentive.
2. Bidders with DVBE participation of less than the required percentage listed in the solicitation will be deemed non-responsive and eliminated from any further participation.

3. The Small Business Preference (five percent (5%) up to \$50,000) may be combined with the DVBE incentive but will not exceed a combined total of \$500,000.
4. The DVBE incentive is computed from the lowest responsive and responsible bid price.

SMALL BUSINESS PREFERENCE PROGRAM

Current law requires state departments to support the success of small businesses, including microbusinesses, in participation in contracting opportunities. CDCR is committed to supporting Small/Micro Business participation in state contracting and seeks to contract with certified Small/Micro Businesses whenever possible.

A Small/Micro Business enterprise is defined as a business certified by the Department of General Services (DGS), Office of Small Business and Disabled Veteran Business Enterprise Certification Services (OSDS) in which:

1. The principal office is located in California
2. The officers are domiciled in California
3. The business is independently owned and operated
4. The business, with any affiliates, is not dominant in its field of operation; and
 - a. For Small Business, either:
 - (1) The business, together with any affiliates, has one hundred (100) or fewer employees and averaged annual gross receipts of \$16,000,000 or less over the previous three years, or
 - (2) The business is a manufacturer with one hundred (100) or fewer employees
 - b. For Micro Business, either:
 - (1) The business, together with any affiliates, has twenty-five (25) or fewer employees and averaged annual gross receipts of \$5,000,000 or less over the previous three years, or
 - (2) The business is a manufacturer with twenty-five (25) or fewer employees.

Section 14835, et seq., of the California Government Code requires that a five percent (5%) preference be given to bidders who certify as a Small/Micro Business enterprise. The rules and regulations of this law are contained in Title 2, California Code of Regulations, Section 1896, et seq. A copy of the regulation is available upon request.

To claim the Small/Micro Business preference, which may not exceed \$50,000 for any bid, your firm must:

1. Have a completed application (including proof of annual receipts) on file with the DGS, OSDS, by 5:00 p.m. on the date bids are due, and
2. Receipt of documents verified by such office.

Therefore, if you are a Small/Micro Business, but are not certified, it is to your advantage to become certified. For certification and preference approval process information, contact the OSDS by telephone at (916) 375-4940 or access the OSDS Internet website at [Apply For or Re-apply as Small Business, Disabled Veteran Business Enterprise](#).

NON-SMALL BUSINESS PREFERENCE REQUEST

Pursuant to Title 2, CCR Section 1896, et seq., and GC Section 14838, et seq., a bid preference of five percent (5%) is available to a responsive non-small business claiming no less than twenty-five percent (25%), Small Business/Micro Business (SB/MB) subcontractor participation with one or more SB/MB enterprises. This preference is considered only if the tentative low bidder is not a certified SB/MB.

Invitation for Bid

Contract Bid Number C5613111-D, Rebid 1



In granting the Non-Small Business Preference, no bid price will be reduced by more than \$50,000. This preference cost adjustment is for bid evaluation purposes only and does not alter the actual cost offered by the bidder.

A non-small business is defined as a responsive/responsible bidder that is not certified by the DGS OSDS as a SB/MB enterprise.

To be eligible for the non-small business preference, the business prime vendor must complete and submit the Non-Small Business Preference Request and Subcontractor Acknowledgement form (OBS 555) with their bid proposal.

NONPROFIT VETERAN SERVICE AGENCY (NVSA) SMALL BUSINESS PREFERENCE

Pursuant to Military and Veteran Code Section 999.50 et seq., Nonprofit Veteran Service Agencies (NVSAs) claiming Small/Micro Business preference and verified as such in the relevant category or business type, will be granted a preference of five percent (5%) of the lowest responsive bid, if the lowest responsive bid is submitted by a bidder not certified as a Small/Micro Business.

In granting Small/Micro Business preference to NVSAs, no bid will be reduced by more than \$50,000. The preference cost adjustment is for computation purposes only and does not alter the actual cost offered by the bidder.

To be eligible for the NVSA Small/Micro Business Preference, the business concern must:

1. request preference at the time of bid submission, and
2. must possess a valid certification prior to bid submission.

An SB/NVSA is not subject to the same standards as other certified Small/Micro businesses. SB/NVSA standards are identified in Military and Veterans Code Section 999.51(a) (3).

IDENTIFICATION OF CONTRACTORS, SUBCONTRACTORS, CONSULTANTS: SMALL/MICRO BUSINESS AND DVBS

CDCR must identify all contractors, subcontractors, and consultants who will provide labor or render services in the performance of this Agreement and further identify whether any of the listed subcontractors and consultants are a certified Small/Micro business, or a certified DVBE. Therefore, the bidder must complete a Bidder Declaration (GSPD-05-105). If any changes occur in the submitted original GSPD-05-105, the Contractor shall notify the Office of Business Services (OBS), in writing within ten (10) working days of those changes, including any changes to Small/Micro business or DVBE status.

CDCR asks that you encourage any subcontractor(s) and/or consultant(s) not currently certified as a Small/Micro business or DVBE that may meet the certification requirements specified herein to become certified through the DGS, OSDS. Please provide those subcontractor(s)/consultant(s) the OSDS contact and certification information provided above.

If you are a certified Small/Micro business enterprise and fail to complete the Prime Contractor information of the CDCR Bidder Acknowledgement/Certification form (OBS 300), your business shall be classified as a large business, which will preclude your bid from receiving the five percent (5%) Small/Micro business preference and can cause incorrect reporting of Small/Micro business and large business participation by CDCR.

Invitation for Bid

Contract Bid Number C56131111-D, Rebid 1



If you are a certified DVBE and fail to specify that information on the CDCR Bidder Acknowledgement/Certification form, (OBS 300) your business shall be classified as a large business, which will preclude your bid from receiving any range of the DVBE incentive and cause incorrect reporting of DVBE participation by CDCR.

BIDDER PROVIDING FACILITY(IES)

Bidders providing facility(ies) for their services must specify the complete address(es) of the facility(ies) where the services will be performed in the appropriate section on the Bidder Acknowledgement/Certification form (OBS 300) in the spaces provided.

The bidder hereby authorizes the State to insert the bidder's facility(ies) as listed in the CDCR Bidder Acknowledgement/Certification form (OBS 300) into the contract Exhibit A, Scope of Work.

**BID SUBMITTAL CHECKLIST
WATER TANK SERVICES
BID NUMBER C5613111-D, REBID 1**

Use this checklist to ensure that the documents identified below are included in your company's bid package. Place a check mark or "X" next to each document being submitted to the State. Failure to submit these documents may be cause for rejection of your bid. This checklist should also be returned with your bid.

A complete bid will consist of the documents identified below.

NOTE TO BIDDER: The company name identified on all documents submitted to the State (e.g., licenses, permits, certifications) must be identical to the company name written on the Bidder Acknowledgement/Certification (OBS 300). Failure to comply may cause delays in the award or result in the rejection of your bid.

- ☐ Bidder Acknowledgement/Certification (OBS 300)
- ☐ Rate Sheet (Exhibit B-1) – For the bidder's convenience, Exhibit B-1, Rate Sheet is an Excel spreadsheet file. The spreadsheet(s) are password protected and cannot be altered, except where highlighted. The bidder will enter figures or amounts into each of the highlighted cells and submit the Excel file.
- ☐ Payee Data Record (STD 204)
- ☐ Supplement Vendor Payee Data Record Form
- ☐ Original Contractor Certification Clauses (CCC)
- ☐ Copy of valid California city or county business license (if applicable), or if a corporation located within the State of California, incorporation documents or letter from the Secretary of State or, if not a California business, an affidavit that business is in good standing with the state, province, or country in which business is headquartered.
- ☐ Copy of the current California Department of Motor Vehicles (DMV) Motor Carrier Permit, if applicable
- ☐ Copy of the A - General Engineering Contractor license obtained through the California Contractors State License Board (CSLB).
- ☐ Copy of the current and valid Cardio-Pulmonary Resuscitation (CPR) and Standard First Aid Certification for each member of the dive team.
- ☐ Copy of the current and valid certification that the diver completed training to the appropriate level at a commercial, military, or other federal diving school, or a school accredited by the Association of Commercial Diving Educators (ACDE) and possesses a commercial diver certification card indicating the appropriate training level.
- ☐ Darfur Contracting Act (OBS 1500)
- ☐ Iran Contracting Act (OBS 1502)
- ☐ California Civil Rights Laws Certification (OBS 1510)
- ☐ GenAI Reporting and Factsheet (OBS 1000)
- ☐ Bidder Declaration (GSPD-05-105)
- ☐ Non-Small Business Preference Request and Subcontractor Acknowledgement (OBS 555), if applicable
- ☐ DVBE Incentive Request (OBS 554), if applicable
- ☐ DVBE Declarations (DGS PD 843), if applicable

**BID SUBMITTAL CHECKLIST
WATER TANK SERVICES
BID NUMBER C5613111-D, REBID 1**

NOTE TO BIDDER: In addition to the above, the Contractor shall furnish the following to CDCR upon award.

Copy of any required Certificate(s) of Insurance:

_____ Commercial General Liability

_____ Automobile Liability

_____ Workers' Compensation, if applicable (If exempt, please cite the legal code that exempts you from this requirement.

Bidder Acknowledgement/Certification (OBS 300)
California Department of Corrections and Rehabilitation (CDCR)

Bid Number

The bidder hereby agrees to provide all labor, materials, supplies, licenses, permits, equipment and transportation necessary to perform all services required for the foregoing titled work in accordance with the Exhibit A, Scope of Work, all Terms and Conditions, Disabled Veteran Business Enterprise (DVBE) requirements, if applicable, and such addenda thereto as may be issued before the public bid opening date, at the rates set forth by the bidder in Exhibit B-1, Rate Sheet. **Exhibit B-1, Rate Sheet must be submitted with this Bidder Acknowledgement/Certification form.**

Exhibit B-1, Rate Sheet shall remain in force for the stated term of this Agreement and shall include every item of expense, direct and indirect, including any taxes incidental to the specified rates.

By virtue of submitting this bid, the undersigned is accepting the terms and conditions expressed in this IFB. Any and all services performed outside the scope of this Agreement shall be at the sole risk and expense of the bidder.

COMPANY NAME:	
STREET ADDRESS:	P.O. BOX:
CITY, STATE AND ZIP CODE:	CITY, STATE AND ZIP CODE:
TELEPHONE NUMBER:	FAX NUMBER:
FEDERAL ID or SOCIAL SECURITY NUMBER:	E-MAIL ADDRESS:
TAX STATUS ☐ Individual/Sole Proprietor ☐ Estate or Trust ☐ Partnership ☐ Corporation (State in which incorporated _____) ☐ Other: _____	

By signing this document, I **CERTIFY UNDER PENALTY OF PERJURY**, that I am duly authorized to legally bind the prospective proposer/bidder to the requirements of this bid document. This certification is made under the laws of the State of California.

PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	DATE:

Bidding Preferences Claimed (Check only the preferences claimed)

Preferences:	Certification Number/Expiration Date
☐ DGS certified Small Business	
☐ DGS certified Micro Business	
☐ Non-Small Business Subcontractor Preference (committing use of 25% or more of DGS certified Small/Micro Business Subcontractors) include the OBS 555	
☐ DGS certified Disabled Veteran Business Enterprise	
☐ DVBE Incentive requested by bidder (include the completed OBS 554 with bid)	
☐ NVSA preference request	
☐ TACPA Attach all applicable forms	

Bidder Providing Facility(ies) If the bidder is supplying the facility(ies) for services, please specify the complete address(es) of the facility(ies) where services will be provided (use additional sheets if necessary). The bidder hereby authorizes the State to insert the bidder's facility(ies) listed below into the Exhibit A Scope of Work.

Street Address, City, State, Zip Code

Street Address, City, State, Zip Code

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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

Exhibits		Title	Pages
	Exhibit A	Scope of Work	
	Exhibit B	Budget Details and Payment Provisions	
	Exhibit B-1	Rate Sheet	
+	Exhibit C *	General Terms and Conditions	
-			

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

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

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

WATER TANK SERVICES

1. INTRODUCTION

This is a Master Agreement in which the Contractor shall perform Water Tank Cleaning, Maintenance, Inspection and Repair Services. The Contractor will be compensated for services performed in accordance with the applicable rate(s) specified on Exhibit B-1, Rate Sheet which shall include all labor, personnel, transportation (including travel, per diem, fuel, and mileage), materials, supplies, tools, any necessary equipment, permits, licenses, taxes, fees, shipping/freight charges, and every other item of expense necessary (unless otherwise specified herein) to provide all services identified herein for the California Department of Corrections and Rehabilitation (CDCR) locations identified on Exhibit E, List of Participating Locations.

Travel time to and from the institution/facility will not be paid. Services shall begin when the Contractor arrives and checks in at the designated service location. Any loss of time checking in and out of the institution/facility access points, and loading/unloading tools and materials (either at the Contractor's location or the institution/facility) will not be reimbursed by CDCR.

Upon commencement of this Agreement, in accordance with Exhibit D, Special Terms and Conditions herein, the Contractor shall coordinate with the CDCR Contract Liaison or designee for each contracted location to provide all information necessary to complete background clearance processing for each Contractor's staff performing services under this Agreement and on CDCR property. This shall include subcontractors.

Quantities and frequencies of services specified on Exhibit B-1, Rate Sheet are CDCR's estimates only. CDCR reserves the right to add or substitute equipment similar to the equipment listed in Exhibit A-1, Equipment List and delete equipment that has become obsolete or is taken out of service and/or to increase or decrease requested services throughout the term of the Agreement. Additional equipment or increase in the frequency of services shall be payable at the applicable rate(s) specified on Exhibit B-1, Rate Sheet. Any decrease in equipment or frequency of requested services shall result in no cost to the State. The CDCR Contract Liaison or designee will notify the Contractor in writing of any equipment that has been added, substituted, and/or removed from the list or of any increase or decrease in the frequency of service needs.

CDCR reserves the right to increase and/or decrease the number of participating CDCR locations throughout the term of this Agreement. Any decrease in the number of participating locations will be provided in writing from CDCR and shall result in no cost to the State. Any increase in participating locations will be added by an Amendment, and services shall be provided at the same rates as the CDCR location in closest proximity (already included in the Agreement), and same terms as identified herein.

The Contractor is not authorized to commence work, as described herein, until this Agreement is fully executed. Any services provided prior to execution of the Agreement shall be considered voluntary and non-compensable. The State assumes no responsibility for any work commenced by the Contractor and will not reimburse the Contractor for any work performed prior to approval and scheduling by the CDCR Contract Liaison or designee.

2. CONTRACTOR RESPONSIBILITIES

Upon request by the CDCR Contract Liaison or designee, the Contractor shall provide all maintenance, inspection, repairs (including like-for-like replacements), testing, and certification services as identified herein in accordance with all applicable federal, state, and local codes and regulations, and requirements by the Authority Having Jurisdiction (AHJ) including American Water Works Association (AWWA), California Occupational Safety and Health Administration (Cal/OSHA), and Federal Occupational Safety and Health Administration (Fed/OSHA), Department of Industrial Relations (DIR), EPA and NFPA regulations. If during the term of this Agreement, any laws, regulations, and/or associated policies or procedures change, the Contractor shall comply with the updated requirements, and are hereby incorporated, by reference, into this Agreement.

The Contractor shall ensure they are prepared and fully equipped to provide all requested services to each awarded location. The Contractor shall demonstrate adequate staffing and resources to ensure that all locations receive timely services. In the event of a failure to perform services within the requested timeframe, the State reserves the right to request the Contractor to assign additional resources, such as subcontractor use, at no additional cost to the State.

The Contractor shall prepare a dive plan prior to entering the water tank. The dive plan shall be presented to the CDCR Contract Liaison or designee for review by the Institution Safety Officer, twenty-four (24) hours before entering the water tank.

The Contractor shall clean all internal surfaces of the water tank including floor, walls, buttresses, ladders, valves, pipes, appurtenances, and all other surfaces located within the water tank. Water tanks may include potable and non-potable water. All surfaces of the water tank shall be cleaned with all sediment, sand, algae, and other debris removed. During this cleaning, the Contractor shall use equipment which incorporates the use of a vacuum which recovers all debris and sediment to minimize or eliminate turbidity created during the process. The Contractor shall patch minor holes, cracks, or damaged sections using appropriate materials and techniques; and patch protective coatings/liners as necessary to prevent corrosion and maintain water quality as originally designed based on the hourly service rate specified on Exhibit B-1, Rate Sheet.

The Contractor shall dispose of all debris and sediment at a designated site on grounds or at another location, as determined by the CDCR Contract Liaison or designee.

3. DIVER/DIVING EQUIPMENT

Prior to entering the water tank, all divers clothing (dry suit/helmet) and equipment shall be disinfected. All equipment (suits, helmets, tools) shall be disinfected with a 200 mg/L chlorine solution per AWWA Standard C652-11. All chemicals for disinfection shall be National Sanitation Foundation (NSF) 60 approved for use in potable water.

All divers shall use external, or surface supplied air, with a hard hat that keeps the divers head, neck, arms, wrist, and entire body completely dry and isolated from the potable water. Scuba or full facemasks, wet suits, hoods and open or removable masks and face plates are not acceptable for use in potable water. Divers shall use a rubber dry suit, in good repair which isolates the body from the potable water. The suit shall be dedicated for use with potable water only and shall not have been used for any other purpose. Neoprene suits are not acceptable.

4. VIDEO INSPECTION AND REPORT

The Contractor shall provide full time voice communication between the diver and an on-site dive support center. The Contractor shall perform inspection of the water tank. The Contractor shall provide the CDCR Contract Liaison or designee a live, voice-narrated, high resolution, full color recording of the entire cleaning and inspection of the water tank. The Contractor shall have a video monitor to always be operational to allow the CDCR Contract Liaison or designee to view all the work being performed and speak to the diver and direct them to any area of interest and be allowed to always see and hear the diver.

Cleaning and inspection of the water tank shall be done while on-line and operational. The Contractor shall expect 6" to 18" of sediment in each water tank. Water tank water levels will be at or near overflow to provide ease of entry and complete inspections. Cleaning and inspection of water tanks shall be documented with 25-35 color still photographs and/or a color recording archived on a USB flash drive.

A written report that details conclusions and recommendations regarding the condition of the water tanks shall be provided to the CDCR Contract Liaison or designee within ten (10) days of completion of the cleaning and inspection service.

All water and sediment from the water tank cleaning will be discharged at a designated site determined by the CDCR Contract Liaison or designee.

In the event the Contractor finds any equipment or components that are not in working order while performing cleaning and inspection services, the Contractor shall immediately report the findings verbally to the CDCR Contract Liaison or designee. Within twenty-four (24) hours of findings, the Contractor shall submit a written report, along with recommended repairs to the CDCR Contract Liaison or designee and/or Correctional Plant Manager II (CPM II).

5. CREW SIZE

The crew size of the dive team for any services performed under this Agreement shall consist of a three (3) person crew, one (1) diver, one (1) attendant and one (1) monitor in the on-site support center which is the current requirement of Cal/OSHA and is set forth in regulations covering confined space entry and commercial diving operations. A fourth team member may be required if deemed necessary by the CDCR Contract Liaison or designee. If CDCR Contract Liaison or designee determines that additional personnel are required to complete the task(s), the Contractor shall obtain prior approval from the CDCR Contract Liaison or designee before commencing work. Team members shall be experienced in all types of water tanks and certified for all confined space entries. The Contractor shall be responsible for any additional labor charges of any additional personnel that were not approved by the CDCR Contract Liaison or designee before commencing work.

6. SAFETY REQUIREMENTS

All work shall be performed in accordance with the latest edition of the Consensus Standards for Commercial Diving Operations published by the Association of Diving Contractors (ADC), and all Cal/OSHA and Fed/OSHA regulations governing commercial divers. All members of the dive team shall be current in the training for diver-related first aid and cardio-pulmonary resuscitation.

All entries into the water tank shall be performed using confined space procedures as specified in the California Code of Regulations, Title 8, Section 5157 and with OSHA regulation 1910.401 through 1910.441 form Subpart T.

7. LICENSES/PERMITS/CERTIFICATIONS

The Contractor shall be licensed to do business in the State of California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement. The Contractor shall be fully qualified, licensed and permitted, and have sufficient qualified and permitted personnel/technicians available at all times during the term of this Agreement to properly perform all services required.

The Contractor shall possess and maintain the following valid and current licenses/permits/certifications throughout the term of this Agreement:

- Copy of a valid California city or county business license (if applicable), or if a corporation located within the State of California, incorporation documents or letters from the California Secretary of State reflecting the Contractor is in good standing with the state. If not a California business, an affidavit that the business is in good standing with that state, province, or country in which the business is headquartered may be submitted.
- A - General Engineering Contractor license obtained through the California Contractors State License Board (CSLB).
- California Department of Motor Vehicles Motor Carrier Permit if the Contractor meets any of the following conditions, as indicated by the California Department of Motor Vehicles:
 - Any person or business entity that is paid to transport property in their motor vehicle regardless of vehicle size, type, or weight. Entities that transport property for compensation are deemed a 'For-Hire' motor carrier.
 - Any person or business entity operating a commercial vehicle with a Gross Vehicle Weight Rating (GVWR) of 10,001 pounds or more, either for commercial or private use, hauling their own goods or property. Entities operating such vehicles are deemed a 'Private' motor carrier.
 - Operators of any vehicle or a combination of vehicles transporting hazardous materials.
 - Operators of a combination of a motor truck and trailer, semitrailers, pole or pipe dollies, auxiliary dollies, and logging dollies, that exceed forty feet in length when coupled together. For the purpose of an MCP, a "trailer" excludes camp trailers, utility trailers, and trailer coaches.
 - Operators of any motor vehicle or combination of motor vehicle and trailer for which the operation requires a commercial driver license, except vehicle combinations including camp trailers, utility trailers, and trailer coaches.
- The Contractor shall provide current Cardio-Pulmonary Resuscitation (CPR) and Standard First Aid Certification for each member of the dive team.
- In accordance with OSHA 29 Code of Federal Regulations Part 1910, Subpart T, Appendix A, the Contractor shall provide certification that the diver completed training to the appropriate level at a commercial, military, or other federal diving school, or a school accredited by the

Association of Commercial Diving Educators (ACDE) and possesses a commercial diver certification card indicating the appropriate training level.

In the event any Contractor's license and/or permit expires or changes at any time during the term of this Agreement, the Contractor agrees to provide the CDCR Contract Liaison or designee with a copy of the renewed license(s) and/or permit(s) within thirty (30) calendar days following the expiration date.

In the event the Contractor fails to keep in effect, at all times, all required licenses and/or permits, the CDCR Contract Liaison or designee may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

8. DOCUMENTATION REQUIREMENTS

The Contractor shall report to the CDCR Contract Liaison or designee upon arrival at the institution/facility to pick up an Exhibit A-2, Service Report. Upon completion of services, the Contractor shall complete an Exhibit A-2, Service Report detailing the services rendered. The Contractor shall ensure that all the information is properly recorded, and the form is signed by the Contractor and CDCR Contract Liaison or designee. The CDCR Contract Liaison, or designee, will provide a copy of the completed and signed Exhibit A-2, Service Report to the Contractor. The Exhibit A-2, Service Report shall include the following information:

- Institution/Facility name
- Date(s) and time of service, to include time of water tank entry and time of water tank exit
- Description of services performed, to include condition of water tank and other noteworthy conditions
- Description of any noted deficiencies and suggested corrective action
- Equipment location(s), and if applicable: make and model.
- Printed name, title and signature of all service technicians performing the work
- Total labor hours expended
- Signatures of CDCR Contract Liaison or designee certifying services were performed

Additionally, the Contractor shall provide the CDCR Contract Liaison or designee, with a color recording on a USB flash drive taken during the entire cleaning and inspection of the water tank after each annual service is performed.

The Contractor shall provide a completed and signed copy of the Exhibit A-2, Service Report, as part of their invoice submission for payment. Payment processing will not commence without the submission of the required signed Exhibit A-2, Service Report.

Documentation completion time shall be considered and included in the rate(s) specified on the Exhibit B-1, Rate Sheet. There will be no additional compensation or billable hours for the time to complete the required documentation.

9. REPAIR SERVICES

The Contractor shall provide unlimited visits for any repair services requested or as necessary to keep the equipment fully operational. Repair services that are not provided during regularly scheduled maintenance visits shall be paid by the State at the Contractor's hourly repair rate, as

specified on Exhibit B-1, Rate Sheet. Any parts requiring replacement shall be replaced in accordance with the Parts Replacement section herein. Repair services shall be provided upon telephone request from the CDCR Contract Liaison or designee. The Contractor shall respond to requests for repair service within four (4) hours. Every effort shall be made to perform repair services during normal business hours, Monday through Friday, 7:00 a.m. to 4:00 p.m., however, the State may, at its discretion, allow access to the equipment during non-business hours when necessary. Non-emergency repair services performed outside of normal business hours as specified herein must be approved in advance and in writing by the CDCR Contract Liaison or designee.

The Contractor shall make every attempt to complete repairs on the same scheduled working day. Unless the repair requires part(s) that must be ordered, no repair may take longer than five (5) working days to complete. When a delay in repair will occur due to part(s) that must be ordered, written notification must be presented to the CDCR Contract Liaison or designee immediately.

10. EMERGENCY REPAIR SERVICES

The Contractor shall provide any necessary emergency repairs upon request from the CDCR Contract Liaison or designee. The Contractor must respond and be onsite within four (4) hours of telephone and/or email notification by the CDCR Contract Liaison or designee. If repairs must be scheduled, emergency repairs shall be performed during normal business hours as specified herein, whenever possible. The State may, at its discretion, allow access to the equipment during non-business hours when necessary.

Emergency services provided by the Contractor, if at the specific request of the State, shall be charged at the Contractor's emergency response hourly rate, as specified in Exhibit B-1. Any emergency repair service provided shall be completed the same working day, unless written notification of delay is submitted to the CDCR Contract liaison or designee immediately upon diagnosis of equipment deficiency. Any parts requiring replacement shall be replaced in accordance with the Parts Replacement section specified herein.

11. PARTS REPLACEMENT

This Agreement includes replacement of any part(s) that becomes worn or inoperable, or that otherwise affects the equipment's operability in any way. The Contractor shall notify the CDCR Contract Liaison or designee prior to ordering and/or installing parts that are not included in the applicable service rate identified on Exhibit B-1, Rate Sheet. A written estimate of the required part(s) shall be submitted in writing to the CDCR Contract Liaison or designee and shall be approved before replacement. Acceptable estimates may be in the form of the part(s) manufacturer/authorized dealer's published price list and/or supplier's invoice, and all parts shall be itemized. All costs for replacement parts shall be in accordance with the rates listed on the published price list and/or supplier's invoice which shall include all associated costs (shipping, freight, delivery, etc.). CDCR reserves the right to purchase repair parts independently.

The approved parts estimate, final parts invoice, and approved Exhibit A-2, Service Report shall be submitted with the Contractor's invoice to the respective CDCR Contract Liaison or designee when submitting requests for purchase/payment. Mark-ups for parts by the Contractor will not be paid. All costs for replacement parts shall be in accordance with the rates listed on the final published price list and/or supplier's invoice, and payment will be in arrears.

All parts replaced by the Contractor under this Agreement shall be new. Refurbished parts may be acceptable when parts are no longer manufactured/obsolete. The Contractor agrees to maintain an adequate supply and/or be able to obtain within a reasonable amount of time, any necessary parts in order to perform services in a timely manner. Any parts that have been replaced become the property of CDCR.

12. CALL BACK SERVICES

In the event the Contractor fails to provide any of the specified services in the prescribed manner, the CDCR may call the Contractor back to provide services at no additional cost to CDCR. The Contractor shall respond within twenty-four (24) hours of notification.

13. SCHEDULE

Services shall be performed during the regular business hours of 7:00 a.m. to 4:00 p.m. (may vary by location) Monday through Friday, excluding State holidays, unless mutually agreed upon between the Contractor and the CDCR Contract Liaison or designee.

14. SUBCONTRACTORS

This Agreement allows for the use of subcontractors for services requested, when preapproved by the CDCR Contract Liaison or designee. If the Contractor requires the services of a subcontractor, the Contractor shall inform the CDCR Contract Liaison or designee and state what work will be performed by the subcontractor. The subcontractor shall follow all commitments and obligations and must meet all licensing and qualification/certification requirements for the work performed, as required of the primary Contractor and as specified herein. The Contractor shall assume all responsibilities for work that is performed by a subcontractor and provide the same guarantee and corrective actions as expected of the Contractor. Services performed by a subcontractor are limited to only the services identified herein. All subcontracted services performed under this Agreement will be paid to the primary Contractor and at the same rates as specified on Exhibit B-1, Rate Sheet. CDCR will not be responsible for rates charged to the Contractor in excess of the rates specified herein. Notification shall be provided to CDCR Contract Liaison or designee for subcontractors not identified at bid submittal and followed up in writing in accordance with the Special Terms and Conditions herein.

15. GUARANTEE

The Contractor shall guarantee all services performed under this Agreement, including any replaced parts, for a minimum of ninety days from the date of service. If it is determined that a failure has occurred due to defective parts or workmanship, the Contractor shall correct the failure at no additional expense to CDCR for parts, labor, or travel expenses that may accrue. Correction shall occur during normal State business hours, upon request for service by the CDCR Contract Liaison or designee.

16. CANCELLATION / RESCHEDULING

The Contractor shall notify CDCR by phone and in writing at least forty-eight (48) hours in advance of scheduled services if unable to provide scheduled services.

CDCR reserves the right to cancel, change, increase, or reschedule requested services no less than twenty-four (24) hours prior to the scheduled reporting time, at no charge to the State. With the exception of emergency security situations such as a lockdown, or unavoidable events such as acts of mother nature or a State of Emergency, if CDCR cancels a scheduled appointment less than twenty-four (24) hours before the reporting time, CDCR will pay a fee at the Contractor's applicable service rate identified on the Exhibit B-1, Rate Sheet, for one-half of the provider's scheduled service (i.e., four (4) scheduled hours equals two (2) hours pay). Notification may be provided by phone or in writing.

17. ADDITIONAL PROVISIONS

Chuckawalla Valley State Prison (CVSP) - *(under the authority of Ironwood State Prison).*

Ironwood State Prison (ISP) – Normal business hours 6:00 AM – 4:00 PM. Annual inspection services to include but not limited to ROV (remote operated vehicle) inspection of tank interiors.

California State Prison, Solano (SOL)

Potable water tanks are accessible on Sundays only due to ongoing shooting range training during weekdays.

California Substance Abuse Treatment Facility and State Prison (SATF)

Contractor must be within 200 miles of institution.

18. CDCR RESPONSIBILITIES

CDCR Contract Liaison or designee is the CDCR representative responsible for the management of the contract for CDCR. All services performed by the Contractor are to be inspected by the CDCR Contract Liaison or designee to determine acceptability of services provided by the Contractor after services are completed and approve all work prior to authorizing and approving payment of invoices.

The CDCR Contract Liaison or designee will utilize staff to provide the contractor with an escort to the equipment needing service. CDCR is solely responsible for determining acceptability of the unit quality, operability, and satisfactory completion of services provided by the Contractor.

All service dates and times will be scheduled and mutually agreed upon between the CDCR Contract Liaison or designee and the Contractor. The Contractor agrees to provide the scheduled services on the dates specified by CDCR.

19. CDCR CONTACT INFORMATION

Should questions or problems arise during the term of this Agreement, the Contractor should contact the following offices:

Billing/Payment Issues:

Refer to Exhibit B, Budget Details and Payment Provisions

Scope of Service/Performance Issues:

Refer to Exhibit E, List of Participating Locations

General Contract Issues:

Office of Business Services

Contracts Management Branch

Phone Number: (279) 210-3712

Email: m_cdcrobscontracts@cdcr.ca.gov

WATER TANK SERVICES

CALIPATRIA STATE PRISON (CAL)

Tank Description	Tank Size (Gallons)	Potable or non-potable	Tank Location
WATER TANK 1	2,600,000	POTABLE	WATER PLANT
WATER TANK 2	1,250,000	POTABLE	WATER PLANT

CENTRAL CALIFORNIA WOMENS FACILITY (CCWF)

Tank Description	Tank Size (Gallons)	Potable or non-potable	Tank Location
WATER TANK 1	2,200,000	POTABLE	BUILDING 404 (EXTERIOR)

CENTINELA STATE PRISON (CEN)

Tank Description	Tank Size (Gallons)	Potable or non-potable	Tank Location
WATER TANK 1	2.5 MGD	POTABLE	WATER TREATMENT PLANT
WATER TANK 2	.5 MGD	POTABLE	WATER TREATMENT PLANT
CLEARWELL TANK 3	12,000	POTABLE	WATER TREATMENT PLANT

CALIFORNIA HEALTH CARE FACILITY (CHCF)

Tank Description	Tank Size (Gallons)	Potable or non-potable	Tank Location
WATER TANK 1	1,000,000	POTABLE	BUILDING 532 N W Corner of facility
WATER TANK 2	1,000,000	POTABLE	BUILDING 532 N W Corner of facility
WATER TANK 3	1,000,000	POTABLE	BUILDING 532 N W Corner of facility

CALIFORNIA INSTITUTION FOR MEN (CIM)

Tank Description	Tank Size (Gallons)	Potable or non-potable	Tank Location
RESERVOIR TANK 1	3,600,000	POTABLE	TREATMENT PLANT
RESERVOIR TANK 2	55,000	POTABLE	TREATMENT PLANT
HIGH TANK 3	250,000	POTABLE	TREATMENT PLANT
BLEND TANK 4	100,000	NON-POTABLE	TREATMENT PLANT

CALIFORNIA INSTITUTION FOR MEN (CIW)

Tank Description	Tank Size (Gallons)	Potable or non-potable	Tank Location
WATER TANK 1	50,000	POTABLE	WATER TOWER
WATER TANK 2	100,000	POTABLE	WATER TOWER
WATER TANK 3	150,000	POTABLE	WATER TOWER

CALIFORNIA MEN'S COLONY (CMC)

Tank Description	Tank Size (Gallons)	Potable or non-potable	Tank Location
WATER TANK 1	2,500,000	POTABLE	RESERVOIR 1
WATER TANK 2	3,000,000	POTABLE	RESERVOIR 2
WATER TANK 3	1,000,000	POTABLE	RESERVOIR 3
WATER TANK 4	1,000,000	POTABLE	RESERVOIR 4
WATER TANK 5	1,500,000	POTABLE	RESERVOIR 5
CLEARWELL TANK 6	12,000	POTABLE	BUILDING 200

CALIFORNIA MEDICAL FACILITY (CMF)

Tank Description	Tank Size (Gallons)	Potable or non-potable	Tank Location
WATER TANK 1	500,000	POTABLE	HILL BEHIND WARDEN'S RESIDENCE
WATER TANK 2	500,000	POTABLE	HILL BEHIND WARDEN'S RESIDENCE

CALIFORNIA STATE PRISON - CORCORAN (COR)

Tank Description	Tank Size (Gallons)	Potable or non-potable	Tank Location
WATER TANK 1	2,500,000	POTABLE	RESERVOIR (ENTRANCE ROAD)

CALIFORNIA REHABILITATION CENTER (CRC)

Tank Description	Tank Size (Gallons)	Potable or non-potable	Tank Location
WATER TANK 1	1,600,000	POTABLE	RESERVOIR 1
WATER TANK 2	1,540,000	POTABLE	RESERVOIR 2

RICHARD A. MCGEE CORRECTIONAL TRAINING CENTER (CTC)

Tank Description	Tank Size (Gallons)	Potable or non-potable	Tank Location
RAW WATER TANK 1	50,000	NON-POTABLE	WATER FILTRAION PLANT
FILTERED WATER TANK 2	55,000	POTABLE	WATER FILTRAION PLANT

CORRECTIONAL TRAINING FACILITY (CTF)

Tank Description	Tank Size (Gallons)	Potable or non-potable	Tank Location
WATER TANK 1	1,000,000	POTABLE	RESERVOIR 1
WATER TANK 2	1,000,000	POTABLE	RESERVOIR 2
CLEARWELL TANK 3	25,000	POTABLE	BOOSTER PUMP STATION

CHUCKAWALLA VALLEY STATE PRISON (CVSP) *(under the authority of Ironwood State Prison)*

Tank Description	Tank Size (Gallons)	Potable or non-potable	Tank Location
WATER TANK 1	2,000,000	POTABLE	WATER PLANT
WATER TANK 2	2,000,000	POTABLE	WATER PLANT
WATER TANK 3	250,000	POTABLE	WATER PLANT

DEUEL VOCATIONAL INSTITUTION (DVI)

Tank Description	Tank Size (Gallons)	Potable or non-potable	Tank Location
WATER TANK 1	1,000,000	POTABLE	BLDG 79
WATER TANK 2	250,000	POTABLE	BLDG 59 - WATER TOWER
WATER TANK 3	300,000	NON-POTABLE	WATER PLANT

FOLSOM STATE PRISON (FSP)

Tank Description	Tank Size (Gallons)	Potable or non-potable	Tank Location
WATER TANK 1	1,000,000	POTABLE	WATER PLANT
WATER TANK 2	1,000,000	POTABLE	WATER PLANT
WATER TANK 3	750,000	POTABLE	WATER PLANT
WATER TANK 4	750,000	POTABLE	WATER PLANT

HIGH DESERT STATE PRISON (HDSP)

Tank Description	Tank Size (Gallons)	Potable or non-potable	Tank Location
WATER TANK 1	700,000	POTABLE	WATER TREATMENT PLANT
WATER TANK 2	700,000	POTABLE	WATER TREATMENT PLANT
WATER TANK 3	210,000	POTABLE	WATER TREATMENT PLANT
WATER TANK 4	210,000	POTABLE	WATER TREATMENT PLANT
WATER TANK 5	210,000	POTABLE	WATER TREATMENT PLANT

IRONWOOD STATE PRISON (ISP)

Tank Description	Tank Size (Gallons)	Potable or non-potable	Tank Location
WATER TANK 1	2,000,000	POTABLE	WATER PLANT
WATER TANK 2	2,000,000	POTABLE	WATER PLANT
WATER TANK 3	250,000	POTABLE	WATER PLANT
CHILLER WATER TANK 4	1,400,000	NON-POTABLE	CHILLER PLANT

KERN VALLEY STATE PRISON (KVSP)

Tank Description	Tank Size (Gallons)	Potable or non-potable	Tank Location
WATER TANK 1	1,600,000	POTABLE	WATER TREATMENT PLANT
WATER TANK 2	1,600,000	POTABLE	WATER TREATMENT PLANT

CALIFORNIA STATE PRISON, LOS ANGELES COUNTY (LAC)

Tank Description	Tank Size (Gallons)	Potable or non-potable	Tank Location
WATER TANK 1	1,056,997	POTABLE	WATER TREATMENT PLANT
WATER TANK 2	1,056,997	POTABLE	WATER TREATMENT PLANT

MULE CREEK STATE PRISON (MCSP)

Tank Description	Tank Size (Gallons)	Potable or non-potable	Tank Location
TANK 1	1,250,000	POTABLE	MCIC TANK FARM
TANK 2	1,250,000	POTABLE	MCIC TANK FARM
TANK 3	1,250,000	POTABLE	MCIC TANK FARM
TANK 4	211,568	NON-POTABLE	WAREHOUSE

PLEASANT VALLEY STATE PRISON (PVSP)

Tank Description	Tank Size (Gallons)	Potable or non-potable	Tank Location
WATER TANK 1	1,000,000	POTABLE	PVSP GROUNDS
WATER TANK 2	1,000,000	POTABLE	PVSP GROUNDS

RICHARD J. DONOVAN CORRECTIONAL FACILITY (RJD)

Tank Description	Tank Size (Gallons)	Potable or non-potable	Tank Location
WATER TANK 1	1,353,555	POTABLE	ECHO INFILL
WATER TANK 2	1,353,555	POTABLE	ECHO INFILL
WATER TANK 3	1,353,555	POTABLE	ECHO INFILL

CALIFORNIA SUBSTANCE ABUSE TREATMENT FACILITY AND STATE PRISON (SATF)

Tank Description	Tank Size (Gallons)	Potable or non-potable	Tank Location
WATER TANK 1	2,200,000	POTABLE	FIRST TANK AFTER ENTRANCE TO CALIFORNIA STATE PRISON – CORCORAN.

SIERRA CONSERVATION CENTER (SCC)

Tank Description	Tank Size (Gallons)	Potable or non-potable	Tank Location
DISTRIBUTION TANK 1	500,000	POTABLE	ON HILL AT BOOSTER STATION
DISTRIBUTION TANK 2	500,000	POTABLE	ON HILL AT BOOSTER STATION
DISTRIBUTION TANK 3	750,000	POTABLE	ON HILL AT BOOSTER STATION
CHLORINE CONTACT TANK 4	100,000	POTABLE	WATER TREATMENT PLANT
CLEARWELL TANK 5	100,000	POTABLE	WATER TREATMENT PLANT

CALIFORNIA STATE PRISON, SOLANO (SOL)

Tank Description	Tank Size (Gallons)	Potable or non-potable	Tank Location
WATER TANK 1	750,000	POTABLE	HILL BEHIND SHOOTING RANGE
WATER TANK 2	750,000	POTABLE	HILL BEHIND SHOOTING RANGE
CLEARWELL TANK 3	96,203	POTABLE	WATER TREATMENT PLANT
CLEARWELL TANK 4	84,641	POTABLE	WATER TREATMENT PLANT

SAN QUETIN REHABILITATION CENTER (SQRC)

Tank Description	Tank Size (Gallons)	Potable or non-potable	Tank Location
WATER TANK 1	3,000,000	POTABLE	RESERVOIR 1
FIRE WATER TANK 2	155,000	NON-POTABLE	VALLEY WAY

SALINAS VALLEY STATE PRISON (SVSP)

Tank Description	Tank Size (Gallons)	Potable or non-potable	Tank Location
WATER TANK 1	1,000,000	POTABLE	WATER PLANT
WATER TANK 2	1,000,000	POTABLE	WATER PLANT

VALLEY STATE PRISON (VSP)

Tank Description	Tank Size (Gallons)	Potable or non-potable	Tank Location
WATER TANK 1	2,200,000	POTABLE	BUILDING 201 (EXTERIOR)
SOLID TANK 2	25,0000	POTABLE	TREATMENT PLANT
BACKWASH TANK 3	40,000	POTABLE	TREATMENT PLANT

VENTURA YOUTH CORRECTIONAL FACILITY (VYCF)

Tank Description	Tank Size (Gallons)	Potable or non-potable	Tank Location
WATER TANK 1	90,000	NON-POTABLE	WATER STORAGE
WATER TANK 2	45,000	NON-POTABLE	WATER STORAGE
WATER TANK 3	45,000	NON-POTABLE	WATER STORAGE

WASCO STATE PRISON (WSP)

Tank Description	Tank Size (Gallons)	Potable or non- potable	Tank Location
WATER TANK 1	2,000,000	POTABLE	WATER BOOSTER STATION

WATER TANK SERVICES

Date of Service: _____

Institution / Facility: _____

Type of Maintenance/Inspection

☐ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual

☐ Safety Inspection ☐ Calibration ☐ Other _____

Hours Service Provided (To/From) _____

Provide explanation for all parts replaced

Repairs

Hours Service Provided (To/From) _____ Total Repair Hours _____

Were parts replaced? ☐ Yes ☐ No

Provide explanation for all parts replaced

Location of Equipment _____

Description of Equipment _____

Equipment Make _____ Model _____ Serial No. _____

Description of service performed *(use back of this page if more space is needed)*

Describe any noted deficiencies and suggested corrective action

The State assumes no responsibility for any work commenced by the Contractor and will not reimburse the contractor for any work performed prior to approval and scheduling by the CDCR Contract Liaison or designee. Payment will only be made on invoices accompanied by a Service Report signed by the CDCR Contract Liaison or designee.

Name of Service Technician/Contractor

Authorized Institution/Facility Personnel

Print Name Here

Print Name Here

Signature

Date

Signature

Date

WATER TANK SERVICES

1. Invoicing and Payment

- a.** For services satisfactorily rendered, and upon receipt and approval of Contractor's invoices, the State agrees to compensate the Contractor in accordance with the rates specified herein on Exhibit B-1 Rate Sheet and made a part of this Agreement. Exhibit B-1 Rate Sheet shall remain in force for the stated term of this Agreement and shall include every item of expense, direct and indirect, including taxes incidental to the specified rates.
- b.** Invoices shall include the Agreement number and Purchase Order number and shall be submitted not more frequently than monthly in arrears. The Contractor shall submit invoices for services rendered electronically to the email address provided below. The Contractor must use the name on the Agreement and the Agreement Number on the subject line of the email. The email must include an attached PDF file of the invoice, in accordance with the information above, and must reference the institution acronym and invoice number. Separate emails shall be sent for contracts with more than one participating institution, facility, office and/or site with the invoice information as stated above.
- c.** The Contractor also has the option to submit their invoices by mail to the address listed below. Invoices shall be itemized, separating parts and labor. Labor hours shall be clearly listed and according to actual hours in which services were performed. Approved estimates, Service Reports, parts receipts, and/or subcontractor receipts shall accompany the invoice to the State. Payment will be for actual expenses only, not estimated costs.

1) To submit invoices by mail for Institutions and Board of Parole Hearing contracts:

For electronic submission, send invoices to:
Institutionnonmedcontractinvoices@cdcr.ca.gov

California Department of Corrections and Rehabilitation (CDCR)
ASB - Sacramento
Attention: **MSC 16** – Accounts Payable B
P.O. Box 187021
Sacramento, CA 95818-7021

The invoice email file format must meet the following criteria:

- Invoices must be sent as a PDF file format only.
- One invoice per PDF file - all supporting documents to be included in the same file.
- Invoice must be first page of PDF with supporting documents following.
 - Multiple invoices per email, as separate attachments, are allowed. For example, if there are 20 invoices, one email with 20 separate attachments can be sent.
 - No Zip files are allowed.
 - No details or messages in the body of the email, as those will not be transferred to the invoice processor.

- Only original invoices being sent for the first time – sending statements, copies, and revised invoices will cause delays

2. Budget Contingency Clause

- a. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.
- b. If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

4. Subcontractors

Nothing contained in this Agreement, or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

When a subcontractor is utilized, the subcontractor must provide a detailed, itemized receipt that adheres to the terms of this Agreement. Under no circumstances will the Contractor be allowed to mark up or manipulate the hours of the quote provided by the subcontractor in order to cover additional expenses. The quote from the subcontractor and Contractor must adhere to the rates identified in the Exhibit B-1, Rate Sheet. There will be no additional compensation for any work that is performed by a subcontractor that was not identified on the Exhibit A, Scope of Work.

5. Advanced Payment for Non-Profit Organizations

Pursuant to Government Code Section (GC) 11019, upon review and approval of CDCR, the Contractor may request an advance payment for the fiscal year(s) covered by this agreement, which shall not exceed twenty five percent (25%) of the annual budget for each fiscal year. The CDCR will review and determine the need for an advance payment using the criteria contained in the department's procedures for advance payments to

Community-Based, Private, Non-Profit Organizations, CDCR shall recover one-twelfth (1/12) of the advance payment each month by the reduction of monthly invoices submitted for payment by the Contractor in accordance with the project budget amount for each fiscal year of the agreement.

6. Bidder Acknowledgement/Certification (OBS 300)

The Contractor hereby agrees to provide all labor, materials, supplies, licenses, permits, equipment and transportation necessary to perform all services required for the foregoing titled work in accordance with the Scope of Work and all Terms and Conditions.

Any and all services performed outside the scope of this Agreement will be at the sole risk and expense of the Contractor.

7. Prevailing Wage Rates

No Contractor performing hereunder shall pay any employee actually engaged in the moving and handling of goods being relocated under such Agreement less than the prevailing wage rate, except in geographical areas where no such employee wage standards and conditions are reasonably available. The term "prevailing wage rate" means the rate paid to a majority of work persons engaged in the particular craft, classification or type of work within the locality if a majority of such work persons are paid at a single rate; if there is no single rate being paid to a majority, then the rate being paid to the greater number of such work persons must be used. Upon written request, wage rates prevailing at the particular point in time will be furnished for information purposes only.

WATER TANK SERVICES

Electronic bid packages include an Excel version of this Rate Sheet (Exhibit B-1) in addition to the PDF file in order to assist bidders in computing accurate totals. Bidders should download the Excel version and complete ALL highlighted cells.

The Contractor will be compensated for services performed in accordance with the rates specified on the Exhibit B-1, Rate Sheet which shall include all labor, personnel, transportation (including travel and per diem), materials, supplies, tools, any necessary equipment, permits, licenses, taxes, fees, shipping/freight charges, and every other item of expense necessary (unless otherwise specified herein) to provide the identified services.

Bidders may bid on one or more locations and/or groups. Bidders are not required to bid on all locations and/or groups; however, bidders must include a rate for all items within that location and/or group. Failure to indicate a dollar amount (blank cell) on any item within a location and/or group may be grounds to reject the entire bid for that location and/or group. A zero dollar amount (\$0.00 or \$ -) listed for any and/or all items in each location and/or group shall be interpreted and understood by the State to mean that the bidder will perform any such services at NO COST to the State.

Any and all services performed outside the scope of this Agreement shall be at the sole risk and expense of the Contractor. All prices and notations must be printed in ink or typewritten. All prices must be bid in U.S. currency and shall encompass every item of expense necessary to perform the services.

Quantities and services listed on the Exhibit B-1, Rate Sheet are the State's estimates only and are offered as a basis for the comparison of bids. The State does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase/omit portions of the work as may be deemed necessary or advisable by the State.

Each participating location's total basis of award includes a Rate Sheet line item totaling 25% of the sum of the bidder's service rate(s) to allow for additional as-needed, unforeseeable services. As-needed services will be payable at the applicable service rate(s) on the Exhibit B-1, Rate Sheet.

All CDCR estimated quantities and Contractor provided rates are for the entire term of this Agreement.

Contractor may offer a discount on invoices paid within thirty (30) days of receipt. Discount offered must be at least one percent and a minimum of \$50.00.

Discount offered on invoices paid within 30 days of receipt =

*In the event of tie bids, CDCR reserves the right to determine the bidder entitled to the contract award based on the percentage of discount. If not applicable or a discount tie, a coin toss or lot drawing will be used in accordance with the Invitation for Bid, Basis for Award.

There are no guarantees that any services will be requested from this agreement.

CALIPATRIA STATE PRISON (CAL)**A. Preventative Maintenance (Water Tank Potable and Non-Potable)**

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Water Tank (Potable)	250	x	\$ -	=	\$ -
SECTION (A) TOTAL					\$ -

B. Video Inspection and Report

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tanks	100	x	\$ -	=	\$ -
SECTION (B) TOTAL					\$ -

C. Repair and Design Services

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Normal Business Hours (7:00 a.m. to 4:00 p.m.)	100	x	\$ -	=	\$ -
Design Services	60	x	\$ -	=	\$ -
Outside Normal Business Hours (4:01 p.m. to 6:59 a.m.)	60	x	\$ -	=	\$ -
Emergency Services	60	x	\$ -	=	\$ -
SECTION (C) TOTAL					\$ -

D. Other

Description	=	Total
Parts (not included under Preventative Maintenance)	= \$	100,000.00
As-Needed Services (25%)	= \$	-
SECTION (D) TOTAL		\$ 100,000.00

TOTAL BASIS OF AWARD FOR CAL (A + B + C + D)		\$ -
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CENTRAL CALIFORNIA WOMENS FACILITY (CCWF)**A. Preventative Maintenance (Water Tank Potable and Non-Potable)**

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Water Tank (Potable)	120	x	\$ -	=	\$ -
SECTION (A) TOTAL					\$ -

B. Video Inspection and Report

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tanks	120	x	\$ -	=	\$ -
SECTION (B) TOTAL					\$ -

C. Repair and Design Services

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Normal Business Hours (7:00 a.m. to 4:00 p.m.)	120	x	\$ -	=	\$ -
Design Services	40	x	\$ -	=	\$ -
Outside Normal Business Hours (4:01 p.m. to 6:59 a.m.)	80	x	\$ -	=	\$ -
Emergency Services	120	x	\$ -	=	\$ -
SECTION (C) TOTAL					\$ -

D. Other

Description	=	Total
Parts (not included under Preventative Maintenance)	= \$	50,000.00
As-Needed Services (25%)	= \$	-
SECTION (D) TOTAL		\$ 50,000.00

TOTAL BASIS OF AWARD FOR CCWF (A + B + C + D)	\$ -
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CENTINELA STATE PRISON (CEN)**A. Preventative Maintenance (Water Tank Potable and Non-Potable)**

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Water Tank (Potable)	240	x	\$ -	=	\$ -
Clearwell Tank (Potable)	120	x	\$ -	=	\$ -
SECTION (A) TOTAL					\$ -

B. Video Inspection and Report

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tanks	48	x	\$ -	=	\$ -
SECTION (B) TOTAL					\$ -

C. Repair and Design Services

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Normal Business Hours (7:00 a.m. to 4:00 p.m.)	528	x	\$ -	=	\$ -
Design Services	120	x	\$ -	=	\$ -
Outside Normal Business Hours (4:01 p.m. to 6:59 a.m.)	200	x	\$ -	=	\$ -
Emergency Services	80	x	\$ -	=	\$ -
SECTION (C) TOTAL					\$ -

D. Other

Description	=	Total
Parts (not included under Preventative Maintenance)	=	\$ 500,000.00
As-Needed Services (25%)	=	\$ -
SECTION (D) TOTAL		\$ 500,000.00

TOTAL BASIS OF AWARD FOR CEN (A + B + C + D)		\$ -
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CALIFORNIA HEALTH CARE FACILITY (CHCF)**A. Preventative Maintenance (Water Tank Potable and Non-Potable)**

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Water Tank (Potable)	120	x	\$ -	=	\$ -
SECTION (A) TOTAL					\$ -

B. Video Inspection and Report

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tanks	40	x	\$ -	=	\$ -
SECTION (B) TOTAL					\$ -

C. Repair and Design Services

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Normal Business Hours (7:00 a.m. to 4:00 p.m.)	80	x	\$ -	=	\$ -
Design Services	40	x	\$ -	=	\$ -
Outside Normal Business Hours (4:01 p.m. to 6:59 a.m.)	20	x	\$ -	=	\$ -
Emergency Services	40	x	\$ -	=	\$ -
SECTION (C) TOTAL					\$ -

D. Other

Description	=	Total
Parts (not included under Preventative Maintenance)	= \$	50,000.00
As-Needed Services (25%)	= \$	-
SECTION (D) TOTAL		\$ 50,000.00

TOTAL BASIS OF AWARD FOR CHCF (A + B + C + D)	\$ -
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CALIFORNIA INSTITUTION FOR MEN (CIM)

A. Preventative Maintenance (Water Tank Potable and Non-Potable)

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Reservoir Tank (Potable)	144	x	\$ -	=	\$ -
High Tank (Potable)	72	x	\$ -	=	\$ -
Blend Tank (Non-Potable)	72	x	\$ -	=	\$ -
SECTION (A) TOTAL					\$ -

B. Video Inspection and Report

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tanks	92	x	\$ -	=	\$ -
SECTION (B) TOTAL					\$ -

C. Repair and Design Services

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Normal Business Hours (7:00 a.m. to 4:00 p.m.)	92	x	\$ -	=	\$ -
Design Services	36	x	\$ -	=	\$ -
Outside Normal Business Hours (4:01 p.m. to 6:59 a.m.)	36	x	\$ -	=	\$ -
Emergency Services	36	x	\$ -	=	\$ -
SECTION (C) TOTAL					\$ -

D. Other

Description	=	Total
Parts (not included under Preventative Maintenance)	= \$	75,000.00
As-Needed Services (25%)	= \$	-
SECTION (D) TOTAL		\$ 75,000.00

TOTAL BASIS OF AWARD FOR CIM (A + B + C + D)		\$ -
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CALIFORNIA INSTITUTION FOR WOMEN (CIW)**A. Preventative Maintenance (Water Tank Potable and Non-Potable)**

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Water Tank (Potable)	375	x	\$ -	=	\$ -
SECTION (A) TOTAL					\$ -

B. Video Inspection and Report

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tanks	100	x	\$ -	=	\$ -
SECTION (B) TOTAL					\$ -

C. Repair and Design Services

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Normal Business Hours (7:00 a.m. to 4:00 p.m.)	100	x	\$ -	=	\$ -
Design Services	60	x	\$ -	=	\$ -
Outside Normal Business Hours (4:01 p.m. to 6:59 a.m.)	60	x	\$ -	=	\$ -
Emergency Services	60	x	\$ -	=	\$ -
SECTION (C) TOTAL					\$ -

D. Other

Description	=	Total
Parts (not included under Preventative Maintenance)	= \$	150,000.00
As-Needed Services (25%)	= \$	-
SECTION (D) TOTAL		\$ 150,000.00

TOTAL BASIS OF AWARD FOR CIW (A + B + C + D)	\$ -
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CALIFORNIA MEN'S COLONY (CMC)

A. Preventative Maintenance (Water Tank Potable and Non-Potable)

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Water Tank (Potable)	600	x	\$ -	=	\$ -
Clearwell Tank (Potable)	120	x	\$ -	=	\$ -
SECTION (A) TOTAL					\$ -

B. Video Inspection and Report

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tanks	120	x	\$ -	=	\$ -
SECTION (B) TOTAL					\$ -

C. Repair and Design Services

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Normal Business Hours (7:00 a.m. to 4:00 p.m.)	120	x	\$ -	=	\$ -
Design Services	40	x	\$ -	=	\$ -
Outside Normal Business Hours (4:01 p.m. to 6:59 a.m.)	40	x	\$ -	=	\$ -
Emergency Services	80	x	\$ -	=	\$ -
SECTION (C) TOTAL					\$ -

D. Other

Description	=	Total
Parts (not included under Preventative Maintenance)	= \$	250,000.00
As-Needed Services (25%)	= \$	-
SECTION (D) TOTAL		\$ 250,000.00

TOTAL BASIS OF AWARD FOR CMC (A + B + C + D)	\$ -
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CALIFORNIA MEDICAL FACILITY (CMF)**A. Preventative Maintenance (Water Tank Potable and Non-Potable)**

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Water Tank (Potable)	64	x	\$ -	=	\$ -
SECTION (A) TOTAL					\$ -

B. Video Inspection and Report

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tanks	96	x	\$ -	=	\$ -
SECTION (B) TOTAL					\$ -

C. Repair and Design Services

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Normal Business Hours (7:00 a.m. to 4:00 p.m.)	96	x	\$ -	=	\$ -
Design Services	24	x	\$ -	=	\$ -
Outside Normal Business Hours (4:01 p.m. to 6:59 a.m.)	24	x	\$ -	=	\$ -
Emergency Services	24	x	\$ -	=	\$ -
SECTION (C) TOTAL					\$ -

D. Other

Description	=	Total
Parts (not included under Preventative Maintenance)	= \$	50,000.00
As-Needed Services (25%)	= \$	-
SECTION (D) TOTAL		\$ 50,000.00

TOTAL BASIS OF AWARD FOR CMF (A + B + C + D)	\$ -
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CALIFORNIA STATE PRISON - CORCORAN (COR)

A. Preventative Maintenance (Water Tank Potable and Non-Potable)

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Water Tank (Potable)	16	x	\$ -	=	\$ -
SECTION (A) TOTAL					\$ -

B. Video Inspection and Report

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tanks	12	x	\$ -	=	\$ -
SECTION (B) TOTAL					\$ -

C. Repair and Design Services

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Normal Business Hours (7:00 a.m. to 4:00 p.m.)	40	x	\$ -	=	\$ -
Design Services	40	x	\$ -	=	\$ -
Outside Normal Business Hours (4:01 p.m. to 6:59 a.m.)	8	x	\$ -	=	\$ -
Emergency Services	8	x	\$ -	=	\$ -
SECTION (C) TOTAL					\$ -

D. Other

Description	=	Total
Parts (not included under Preventative Maintenance)	= \$	100,000.00
As-Needed Services (25%)	= \$	-
SECTION (D) TOTAL		\$ 100,000.00

TOTAL BASIS OF AWARD FOR COR (A + B + C + D)	\$ -
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CALIFORNIA REHABILITATION CENTER (CRC)

A. Preventative Maintenance (Water Tank Potable and Non-Potable)

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Water Tank (Potable)	144	x	\$ -	=	\$ -
SECTION (A) TOTAL					\$ -

B. Video Inspection and Report

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tanks	72	x	\$ -	=	\$ -
SECTION (B) TOTAL					\$ -

C. Repair and Design Services

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Normal Business Hours (7:00 a.m. to 4:00 p.m.)	72	x	\$ -	=	\$ -
Design Services	24	x	\$ -	=	\$ -
Outside Normal Business Hours (4:01 p.m. to 6:59 a.m.)	24	x	\$ -	=	\$ -
Emergency Services	24	x	\$ -	=	\$ -
SECTION (C) TOTAL					\$ -

D. Other

Description	=	Total
Parts (not included under Preventative Maintenance)	= \$	50,000.00
As-Needed Services (25%)	= \$	-
SECTION (D) TOTAL		\$ 50,000.00

TOTAL BASIS OF AWARD FOR CRC (A + B + C + D)				\$ -
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RICHARD A. MCGEE CORRECTIONAL TRAINING CENTER (CTC)

A. Preventative Maintenance (Water Tank Potable and Non-Potable)

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Raw Water Tank (Non-Potable)	144	x	\$ -	=	\$ -
Filtered Water Tank (Potable)	144	x	\$ -	=	\$ -
SECTION (A) TOTAL					\$ -

B. Video Inspection and Report

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tanks	144	x	\$ -	=	\$ -
SECTION (B) TOTAL					\$ -

C. Repair and Design Services

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Normal Business Hours (7:00 a.m. to 4:00 p.m.)	60	x	\$ -	=	\$ -
Design Services	60	x	\$ -	=	\$ -
Outside Normal Business Hours (4:01 p.m. to 6:59 a.m.)	60	x	\$ -	=	\$ -
Emergency Services	60	x	\$ -	=	\$ -
SECTION (C) TOTAL					\$ -

D. Other

Description	=	Total
Parts (not included under Preventative Maintenance)	=	\$ 50,000.00
As-Needed Services (25%)	=	\$ -
SECTION (D) TOTAL		\$ 50,000.00

TOTAL BASIS OF AWARD FOR CTC (A + B + C + D)				\$ -
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CORRECTIONAL TRAINING FACILITY (CTF)

A. Preventative Maintenance (Water Tank Potable and Non-Potable)

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Water Tank (Potable)	16	x	\$ -	=	\$ -
Clearwell Tank (Potable)	8	x	\$ -	=	\$ -
SECTION (A) TOTAL					\$ -

B. Video Inspection and Report

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tanks	24	x	\$ -	=	\$ -
SECTION (B) TOTAL					\$ -

C. Repair and Design Services

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Normal Business Hours (7:00 a.m. to 4:00 p.m.)	8	x	\$ -	=	\$ -
Design Services	8	x	\$ -	=	\$ -
Outside Normal Business Hours (4:01 p.m. to 6:59 a.m.)	8	x	\$ -	=	\$ -
Emergency Services	8	x	\$ -	=	\$ -
SECTION (C) TOTAL					\$ -

D. Other

Description	=	Total
Parts (not included under Preventative Maintenance)	=	\$ 50,000.00
As-Needed Services (25%)	=	\$ -
SECTION (D) TOTAL		\$ 50,000.00

TOTAL BASIS OF AWARD FOR CTF (A + B + C + D)				\$ -
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CHUCKAWALLA VALLEY STATE PRISON (CVSP) (under the authority of Ironwood State Prison) & IRONWOOD STATE PRISON (ISP)**CHUCKAWALLA VALLEY STATE PRISON (CVSP) (under the authority of Ironwood State Prison)****A. Preventative Maintenance (Water Tank Potable and Non-Potable)**

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tank (Potable)	30	x	\$ -	=	\$ -
SECTION (A) TOTAL					\$ -

B. Video Inspection and Report

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tanks	40	x	\$ -	=	\$ -
SECTION (B) TOTAL					\$ -

C. Repair and Design Services

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Normal Business Hours (7:00 a.m. to 4:00 p.m.)	10	x	\$ -	=	\$ -
Design Services	10	x	\$ -	=	\$ -
Outside Normal Business Hours (4:01 p.m. to 6:59 a.m.)	10	x	\$ -	=	\$ -
Emergency Services	40	x	\$ -	=	\$ -
SECTION (C) TOTAL					\$ -

D. Other

Description	=	Total
Parts (not included under Preventative Maintenance)	=	\$ 50,000.00
As-Needed Services (25%)	=	\$ -
SECTION (D) TOTAL		\$ 50,000.00

TOTAL BASIS OF AWARD FOR CVSP (A + B + C + D)				\$ -
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IRONWOOD STATE PRISON (ISP)**A. Preventative Maintenance (Water Tank Potable and Non-Potable)**

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tank (Potable)	30	x	\$ -	=	\$ -
Tank (Non-Potable)	10	x	\$ -	=	\$ -
SECTION (A) TOTAL					\$ -

B. Video Inspection and Report

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tank(s)	40	x	\$ -	=	\$ -
SECTION (B) TOTAL					\$ -

C. Repair and Design Services

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Normal Business Hours (7:00 a.m. to 4:00 p.m.)	10	x	\$ -	=	\$ -
Design Services	10	x	\$ -	=	\$ -
Outside Normal Business Hours (4:01 p.m. to 6:59 a.m.)	10	x	\$ -	=	\$ -
Emergency Services	40	x	\$ -	=	\$ -
SECTION (C) TOTAL					\$ -

D. Other

Description	=	Total
Parts (not included under Preventative Maintenance)	=	\$ 50,000.00
As-Needed Services (25%)	=	\$ -
SECTION (D) TOTAL		\$ 50,000.00

TOTAL BASIS OF AWARD FOR ISP (A + B + C + D)	\$ -
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TOTAL BASIS OF AWARD FOR GROUP (CVSP+ISP)	\$ -
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DEUEL VOCATIONAL INSTITUTION (DVI)**A. Preventative Maintenance (Water Tank Potable and Non-Potable)**

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Water Tank (Potable)	240	x	\$ -	=	\$ -
Water Tank (Non-Potable)	120	x	\$ -	=	\$ -
SECTION (A) TOTAL					\$ -

B. Video Inspection and Report

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tanks	24	x	\$ -	=	\$ -
SECTION (B) TOTAL					\$ -

C. Repair and Design Services

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Normal Business Hours (7:00 a.m. to 4:00 p.m.)	120	x	\$ -	=	\$ -
Design Services	48	x	\$ -	=	\$ -
Outside Normal Business Hours (4:01 p.m. to 6:59 a.m.)	48	x	\$ -	=	\$ -
Emergency Services	24	x	\$ -	=	\$ -
SECTION (C) TOTAL					\$ -

D. Other

Description	=	Total
Parts (not included under Preventative Maintenance)	=	\$ 50,000.00
As-Needed Services (25%)	=	\$ -
SECTION (D) TOTAL		\$ 50,000.00

TOTAL BASIS OF AWARD FOR DVI (A + B + C + D)		\$ -
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FOLSOM STATE PRISON (FSP)**A. Preventative Maintenance (Water Tank Potable and Non-Potable)**

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Water Tank (Potable)	420	x	\$ -	=	\$ -
SECTION (A) TOTAL					\$ -

B. Video Inspection and Report

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tanks	140	x	\$ -	=	\$ -
SECTION (B) TOTAL					\$ -

C. Repair and Design Services

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Normal Business Hours (7:00 a.m. to 4:00 p.m.)	40	x	\$ -	=	\$ -
Design Services	10	x	\$ -	=	\$ -
Outside Normal Business Hours (4:01 p.m. to 6:59 a.m.)	16	x	\$ -	=	\$ -
Emergency Services	10	x	\$ -	=	\$ -
SECTION (C) TOTAL					\$ -

D. Other

Description	=	Total
Parts (not included under Preventative Maintenance)	= \$	50,000.00
As-Needed Services (25%)	= \$	-
SECTION (D) TOTAL		\$ 50,000.00

TOTAL BASIS OF AWARD FOR FSP (A + B + C + D)		\$ -
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HIGH DESERT STATE PRISON (HDSP)

A. Preventative Maintenance (Water Tank Potable and Non-Potable)

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Water Tank (Potable)	40	x	\$ -	=	\$ -
SECTION (A) TOTAL					\$ -

B. Video Inspection and Report

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tanks	24	x	\$ -	=	\$ -
SECTION (B) TOTAL					\$ -

C. Repair and Design Services

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Normal Business Hours (7:00 a.m. to 4:00 p.m.)	120	x	\$ -	=	\$ -
Design Services	40	x	\$ -	=	\$ -
Outside Normal Business Hours (4:01 p.m. to 6:59 a.m.)	40	x	\$ -	=	\$ -
Emergency Services	40	x	\$ -	=	\$ -
SECTION (C) TOTAL					\$ -

D. Other

Description	=	Total
Parts (not included under Preventative Maintenance)	= \$	50,000.00
As-Needed Services (25%)	= \$	-
SECTION (D) TOTAL		\$ 50,000.00

TOTAL BASIS OF AWARD FOR HDSP (A + B + C + D)	\$ -
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KERN VALLEY STATE PRISON (KVSP)**A. Preventative Maintenance (Water Tank Potable and Non-Potable)**

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tank (Potable)	160	x	\$ -	=	\$ -
SECTION (A) TOTAL					\$ -

B. Video Inspection and Report

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tanks	16	x	\$ -	=	\$ -
SECTION (B) TOTAL					\$ -

C. Repair and Design Services

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Normal Business Hours (7:00 a.m. to 4:00 p.m.)	8	x	\$ -	=	\$ -
Design Services	8	x	\$ -	=	\$ -
Outside Normal Business Hours (4:01 p.m. to 6:59 a.m.)	8	x	\$ -	=	\$ -
Emergency Services	40	x	\$ -	=	\$ -
SECTION (C) TOTAL					\$ -

D. Other

Description	=	Total
Parts (not included under Preventative Maintenance)	= \$	30,000.00
As-Needed Services (25%)	= \$	-
SECTION (D) TOTAL		\$ 30,000.00

TOTAL BASIS OF AWARD FOR KVSP (A + B + C + D)	\$ -
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CALIFORNIA STATE PRISON, LOS ANGELES (LAC)**A. Preventative Maintenance (Water Tank Potable and Non-Potable)**

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Water Tank (Potable)	72	x	\$ -	=	\$ -
SECTION (A) TOTAL					\$ -

B. Video Inspection and Report

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tanks	24	x	\$ -	=	\$ -
SECTION (B) TOTAL					\$ -

C. Repair and Design Services

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Normal Business Hours (7:00 a.m. to 4:00 p.m.)	72	x	\$ -	=	\$ -
Design Services	8	x	\$ -	=	\$ -
Outside Normal Business Hours (4:01 p.m. to 6:59 a.m.)	8	x	\$ -	=	\$ -
Emergency Services	8	x	\$ -	=	\$ -
SECTION (C) TOTAL					\$ -

D. Other

Description	=	Total
Parts (not included under Preventative Maintenance)	= \$	50,000.00
As-Needed Services (25%)	= \$	-
SECTION (D) TOTAL		\$ 50,000.00

TOTAL BASIS OF AWARD FOR LAC (A + B + C + D)		\$ -
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MULE CREEK STATE PRISON (MCSP)

A. Preventative Maintenance (Water Tank Potable and Non-Potable)

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tank (Potable)	276	x	\$ -	=	\$ -
Tank (Non-Potable)	92	x	\$ -	=	\$ -
SECTION (A) TOTAL					\$ -

B. Video Inspection and Report

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tanks	120	x	\$ -	=	\$ -
SECTION (B) TOTAL					\$ -

C. Repair and Design Services

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Normal Business Hours (7:00 a.m. to 4:00 p.m.)	120	x	\$ -	=	\$ -
Design Services	40	x	\$ -	=	\$ -
Outside Normal Business Hours (4:01 p.m. to 6:59 a.m.)	120	x	\$ -	=	\$ -
Emergency Services	120	x	\$ -	=	\$ -
SECTION (C) TOTAL					\$ -

D. Other

Description	=	Total
Parts (not included under Preventative Maintenance)	=	\$ 50,000.00
As-Needed Services (25%)	=	\$ -
SECTION (D) TOTAL		\$ 50,000.00

TOTAL BASIS OF AWARD FOR MCSP (A + B + C + D)				\$ -
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PLEASANT VALLEY STATE PRISON (PVSP)

A. Preventative Maintenance (Water Tank Potable and Non-Potable)

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Water Tank (Potable)	240	x	\$ -	=	\$ -
SECTION (A) TOTAL					\$ -

B. Video Inspection and Report

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tanks	24	x	\$ -	=	\$ -
SECTION (B) TOTAL					\$ -

C. Repair and Design Services

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Normal Business Hours (7:00 a.m. to 4:00 p.m.)	96	x	\$ -	=	\$ -
Design Services	24	x	\$ -	=	\$ -
Outside Normal Business Hours (4:01 p.m. to 6:59 a.m.)	96	x	\$ -	=	\$ -
Emergency Services	96	x	\$ -	=	\$ -
SECTION (C) TOTAL					\$ -

D. Other

Description	=	Total
Parts (not included under Preventative Maintenance)	= \$	50,000.00
As-Needed Services (25%)	= \$	-
SECTION (D) TOTAL		\$ 50,000.00

TOTAL BASIS OF AWARD FOR PVSP (A + B + C + D)	\$ -
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RICHARD J. DONOVAN CORRECTIONAL FACILITY (RJD)**A. Preventative Maintenance (Water Tank Potable and Non-Potable)**

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Water Tank (Potable)	270	x	\$ -	=	\$ -
SECTION (A) TOTAL					\$ -

B. Video Inspection and Report

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tanks	90	x	\$ -	=	\$ -
SECTION (B) TOTAL					\$ -

C. Repair and Design Services

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Normal Business Hours (7:00 a.m. to 4:00 p.m.)	90	x	\$ -	=	\$ -
Design Services	8	x	\$ -	=	\$ -
Outside Normal Business Hours (4:01 p.m. to 6:59 a.m.)	40	x	\$ -	=	\$ -
Emergency Services	80	x	\$ -	=	\$ -
SECTION (C) TOTAL					\$ -

D. Other

Description	=	Total
Parts (not included under Preventative Maintenance)	= \$	100,000.00
As-Needed Services (25%)	= \$	-
SECTION (D) TOTAL		\$ 100,000.00

TOTAL BASIS OF AWARD FOR RJD (A + B + C + D)	\$ -
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CALIFORNIA SUBSTANCE ABUSE TREATMENT FACILITY AND STATE PRISON (SATF)

A. Preventative Maintenance (Water Tank Potable and Non-Potable)

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Water Tank (Potable)	8	x	\$ -	=	\$ -
SECTION (A) TOTAL					\$ -

B. Video Inspection and Report

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tanks	8	x	\$ -	=	\$ -
SECTION (B) TOTAL					\$ -

C. Repair and Design Services

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Normal Business Hours (7:00 a.m. to 4:00 p.m.)	8	x	\$ -	=	\$ -
Design Services	8	x	\$ -	=	\$ -
Outside Normal Business Hours (4:01 p.m. to 6:59 a.m.)	8	x	\$ -	=	\$ -
Emergency Services	8	x	\$ -	=	\$ -
SECTION (C) TOTAL					\$ -

D. Other

Description	=	Total
Parts (not included under Preventative Maintenance)	= \$	50,000.00
As-Needed Services (25%)	= \$	-
SECTION (D) TOTAL		\$ 50,000.00

TOTAL BASIS OF AWARD FOR SATF (A + B + C + D)	\$ -
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SIERRA CONSERVATION CENTER (SCC)**A. Preventative Maintenance (Water Tank Potable and Non-Potable)**

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Distribution Tank (Potable)	216	x	\$ -	=	\$ -
Chlorine Contact Tank (Potable)	72	x	\$ -	=	\$ -
Clearwater Tank (Potable)	72	x	\$ -	=	\$ -
SECTION (A) TOTAL					\$ -

B. Video Inspection and Report

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tanks	72	x	\$ -	=	\$ -
SECTION (B) TOTAL					\$ -

C. Repair and Design Services

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Normal Business Hours (7:00 a.m. to 4:00 p.m.)	72	x	\$ -	=	\$ -
Design Services	72	x	\$ -	=	\$ -
Outside Normal Business Hours (4:01 p.m. to 6:59 a.m.)	72	x	\$ -	=	\$ -
Emergency Services	72	x	\$ -	=	\$ -
SECTION (C) TOTAL					\$ -

D. Other

Description	=	Total
Parts (not included under Preventative Maintenance)	=	\$ 50,000.00
As-Needed Services (25%)	=	\$ -
SECTION (D) TOTAL		\$ 50,000.00

TOTAL BASIS OF AWARD FOR SCC (A + B + C + D)	\$ -
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CALIFORNIA STATE PRISON, SOLANO (SOL)**NOTE: POTABLE WATER TANKS ARE ONLY ACCESSIBLE ON SUNDAYS DUE TO SHOOTING RANGE TRAINING ON WEEKDAYS****A. Preventative Maintenance (Water Tank Potable and Non-Potable)**

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Water Tank (Potable)	48	x	\$ -	=	\$ -
Clearwell Tank (Potable)	48	x	\$ -	=	\$ -
SECTION (A) TOTAL					\$ -

B. Video Inspection and Report

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tanks	96	x	\$ -	=	\$ -
SECTION (B) TOTAL					\$ -

C. Repair and Design Services

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Normal Business Hours (7:00 a.m. to 4:00 p.m.)	96	x	\$ -	=	\$ -
Design Services	24	x	\$ -	=	\$ -
Outside Normal Business Hours (4:01 p.m. to 6:59 a.m.)	24	x	\$ -	=	\$ -
Emergency Services	24	x	\$ -	=	\$ -
SECTION (C) TOTAL					\$ -

D. Other

Description	=	Total
Parts (not included under Preventative Maintenance)	= \$	50,000.00
As-Needed Services (25%)	= \$	-
SECTION (D) TOTAL		\$ 50,000.00

TOTAL BASIS OF AWARD FOR SOL (A + B + C + D)	\$ -
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SAN QUENTIN REHABILITATION CENTER (SQRC)

A. Preventative Maintenance (Water Tank Potable and Non-Potable)

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Water Tank (Potable)	156	x	\$ -	=	\$ -
Fire Water Tank (Non-Potable)	63	x	\$ -	=	\$ -
SECTION (A) TOTAL					\$ -

B. Video Inspection and Report

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tanks	126	x	\$ -	=	\$ -
SECTION (B) TOTAL					\$ -

C. Repair and Design Services

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Normal Business Hours (7:00 a.m. to 4:00 p.m.)	120	x	\$ -	=	\$ -
Design Services	40	x	\$ -	=	\$ -
Outside Normal Business Hours (4:01 p.m. to 6:59 a.m.)	80	x	\$ -	=	\$ -
Emergency Services	120	x	\$ -	=	\$ -
SECTION (C) TOTAL					\$ -

D. Other

Description	=	Total
Parts (not included under Preventative Maintenance)	=	\$ 48,000.00
As-Needed Services (25%)	=	\$ -
SECTION (D) TOTAL		\$ 48,000.00

TOTAL BASIS OF AWARD FOR SQRC (A + B + C + D)	\$ -
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SALINAS VALLEY STATE PRISON (SVSP)**A. Preventative Maintenance (Water Tank Potable and Non-Potable)**

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Water Tank (Potable)	240	x	\$ -	=	\$ -
SECTION (A) TOTAL					\$ -

B. Video Inspection and Report

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tanks	32	x	\$ -	=	\$ -
SECTION (B) TOTAL					\$ -

C. Repair and Design Services

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Normal Business Hours (7:00 a.m. to 4:00 p.m.)	64	x	\$ -	=	\$ -
Design Services	16	x	\$ -	=	\$ -
Outside Normal Business Hours (4:01 p.m. to 6:59 a.m.)	40	x	\$ -	=	\$ -
Emergency Services	64	x	\$ -	=	\$ -
SECTION (C) TOTAL					\$ -

D. Other

Description	=	Total
Parts (not included under Preventative Maintenance)	= \$	50,000.00
As-Needed Services (25%)	= \$	-
SECTION (D) TOTAL		\$ 50,000.00

TOTAL BASIS OF AWARD FOR SVSP (A + B + C + D)	\$ -
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VALLEY STATE PRISON (VSP)**A. Preventative Maintenance (Water Tank Potable and Non-Potable)**

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Water Tank (Potable)	120	x	\$ -	=	\$ -
Solid Tank (Potable)	80	x	\$ -	=	\$ -
Backwash Tank (Potable)	80	x	\$ -	=	\$ -
SECTION (A) TOTAL					\$ -

B. Video Inspection and Report

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tanks	50	x	\$ -	=	\$ -
SECTION (B) TOTAL					\$ -

C. Repair and Design Services

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Normal Business Hours (7:00 a.m. to 4:00 p.m.)	280	x	\$ -	=	\$ -
Design Services	50	x	\$ -	=	\$ -
Outside Normal Business Hours (4:01 p.m. to 6:59 a.m.)	80	x	\$ -	=	\$ -
Emergency Services	100	x	\$ -	=	\$ -
SECTION (C) TOTAL					\$ -

D. Other

Description	=	Total
Parts (not included under Preventative Maintenance)	= \$	50,000.00
As-Needed Services (25%)	= \$	-
SECTION (D) TOTAL		\$ 50,000.00

TOTAL BASIS OF AWARD FOR VSP (A + B + C + D)	\$ -
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VENTURA YOUTH CORRECTIONAL FACILITY (VYCF)

A. Preventative Maintenance (Water Tank Potable and Non-Potable)

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Water Tank (Non-Potable)	360	x	\$ -	=	\$ -
SECTION (A) TOTAL					\$ -

B. Video Inspection and Report

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tanks	48	x	\$ -	=	\$ -
SECTION (B) TOTAL					\$ -

C. Repair and Design Services

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Normal Business Hours (7:00 a.m. to 4:00 p.m.)	120	x	\$ -	=	\$ -
Design Services	48	x	\$ -	=	\$ -
Outside Normal Business Hours (4:01 p.m. to 6:59 a.m.)	48	x	\$ -	=	\$ -
Emergency Services	24	x	\$ -	=	\$ -
SECTION (C) TOTAL					\$ -

D. Other

Description	=	Total
Parts (not included under Preventative Maintenance)	= \$	50,000.00
As-Needed Services (25%)	= \$	-
SECTION (D) TOTAL		\$ 50,000.00

TOTAL BASIS OF AWARD FOR VYCF (A + B + C + D)				\$ -
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WASCO STATE PRISON (WSP)

A. Preventative Maintenance (Water Tank Potable and Non-Potable)

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Water Tank (Potable)	80	x	\$ -	=	\$ -
SECTION (A) TOTAL					\$ -

B. Video Inspection and Report

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Tanks	16	x	\$ -	=	\$ -
SECTION (B) TOTAL					\$ -

C. Repair and Design Services

Description	Estimated Number of Hours	x	Hourly Rate (per Technician)	=	Total
Normal Business Hours (7:00 a.m. to 4:00 p.m.)	8	x	\$ -	=	\$ -
Design Services	8	x	\$ -	=	\$ -
Outside Normal Business Hours (4:01 p.m. to 6:59 a.m.)	8	x	\$ -	=	\$ -
Emergency Services	40	x	\$ -	=	\$ -
SECTION (C) TOTAL					\$ -

D. Other

Description	=	Total
Parts (not included under Preventative Maintenance)	= \$	30,000.00
As-Needed Services (25%)	= \$	-
SECTION (D) TOTAL		\$ 30,000.00

TOTAL BASIS OF AWARD FOR WSP (A + B + C + D)	\$ -
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WATER TANK SERVICES

1. Contract Disputes (Supersedes provision number 6, Disputes, of Exhibit C)

As a condition precedent to Contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

a. Final Payment

The acceptance by Contractor of final payment shall release the California Department of Corrections and Rehabilitation (CDCR) from all claims, demands and liability to Contractor for everything done or furnished in connection with this work and from every act and neglect of CDCR and others relating to or arising out of this work except for any claim previously accepted and/or in process of resolution.

b. Informal Appeal

Contractor and the program or institution contract liaison, or other designated CDCR employee of the unit for which the goods are being delivered or the service is being performed, shall first attempt in good faith to resolve the dispute or claim by informal discussion(s). Contractor shall identify the issues and the relief sought. Informal discussion(s) between Contractor and contract liaison, or the designated CDCR employee, shall be written, dated, and signed by the authors.

The program or institution contract liaison shall issue an informal written statement to Contractor regarding the dispute within fifteen (15) calendar days following settlement or an impasse in the informal discussion(s) process. The written statement shall either: (1) document the dispute settlement and what, if any, conditions were reached; or, (2) document the reason(s) the dispute could not be resolved informally and provide notification to Contractor of its option to file a formal appeal within thirty (30) days of the informal statement. One (1) copy of the informal statement and the discussion(s) on which it is based shall be forwarded immediately to the Office of Business Services (OBS) for inclusion in the Agreement file.

c. Formal Appeal

If the dispute or claim is not resolved to Contractor's satisfaction by the informal appeal process, Contractor may file with the Chief, Contracts Management Branch (CMB), OBS, and a formal written appeal within thirty (30) calendar days of the date of CDCR's informal written decision. The formal written appeal shall be addressed as follows:

(SUBJECT) _____

Chief

Contracts Management Branch

Office of Business Services

California Department of Corrections and Rehabilitation

9838 Old Placerville Road, Suite B

Sacramento, CA 95827

Contractor shall specify in the formal written appeal the issue(s) in dispute, the particular relief or remedy sought, the factual basis for Contractor's claim or dispute, and Contractor's legal, technical and/or other authority upon which Contractor bases its claim or dispute.

The formal written appeal shall include a written certification signed by a knowledgeable company official under the penalty of perjury according to the laws of the State of California pursuant to California Code of Civil Procedure Section 2015.5 that the dispute, claim, or demand is made in good faith, and that the supporting information are accurate and complete. If an Agreement adjustment is requested, the written certification shall further state under penalty of perjury that the relief requested accurately reflects the Agreement adjustment for which the CDCR is responsible.

If Contractor is a corporation, the written certification shall be signed by an officer thereof. If Contractor is a sole proprietorship or partnership, it shall be signed by an owner or full partner. If Contractor is other than a corporation, sole proprietorship or partnership, it shall be signed by a principal of the company with authority to bind the company.

The Chief, CMB, shall issue a formal written decision on behalf of CDCR within thirty (30) calendar days of receipt of the properly addressed formal written appeal. If mutually agreed by the parties, the date for the issuance of CDCR's final written decision may be extended.

d. Further Resolution

If the dispute is not resolved by the formal appeal process to Contractor's satisfaction, or Contractor has not received a written decision from the Chief, CMB, after thirty (30) calendar days, or other mutually agreed extension, Contractor may thereafter pursue its right to institute other dispute resolution process, if any, available under the laws of the State of California.

e. Contract Disputes with Public Entities

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

2. Right to Terminate (Supersedes provision number 7, Termination for Cause, of Exhibit C)

The State reserves the right to terminate this Agreement subject to thirty (30) calendar days written notice to the Contractor. Contractor may submit a written request to terminate this Agreement only if the State should substantially fail to perform its responsibilities as provided herein.

Additionally, the State reserves the right to terminate this Agreement subject to thirty (30) calendar days written notice to the Contractor should it be later identified as a service which can be consolidated into a statewide/regionalized Agreement. The State may exercise its option to cancel the remaining years of this Agreement, should it be decided that with additional institutions and/or sites, the State would receive a better rate for the same service.

However, the State can immediately terminate this Agreement 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 the State's notification to the Contractor.

This Agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

3. Contract Suspension

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, mandating the suspension of state contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. During the period of contract suspension, Contractor is not entitled to any payment for the suspended work. Once the order suspending state contracts has been lifted, a formal letter from the Department will be issued to the Contractor to resume work.

4. Responsibility Hearing

If this Agreement is terminated for cause, CDCR reserves the right to conduct a responsibility hearing to determine if the Contractor is a responsible bidder before an award of future Agreements can be made.

5. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) in violation of any state or federal law.

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code (GC) Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

6. Compliance with Legal Requirements

The Contractor shall be aware of and comply with all Federal and State statutes, rules, regulations, and CDCR policies and directives ("CDCR Policies") applicable to the Contract. CDCR policies shall include, but are not limited to the Department Operations Manual (DOM), California Code of Regulations Title 15, any policy memoranda issued by the CDCR Secretary or jointly with the Receiver, California Correctional Health Care Services (CCHCS), and any similar department-wide guidance that may be issued by proper authority, of which the Contractor has been informed by CDCR or has been published on the CDCR public internet web site, CDCR.ca.gov.

7. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

8. Liability for Loss and Damages

Any damages by the Contractor to the State's facility including equipment, furniture, materials or other State property, will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

9. Computer Software Management Memo

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

10. Accounting Principles

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a Contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

11. Liability for Nonconforming Work

All work provided by the Contractor shall conform to the latest requirement of federal, state, city and county regulations. Contractor is responsible for compliance with all applicable laws, codes, rules and regulations in connection with work performed under this Agreement.

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CDCR, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CDCR for any additional expenses incurred to cure such defects.

12. Subcontractor/Consultant Information

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify CDCR, OBS in writing within ten (10) working days of any changes to the subcontractor and/or consultant information.

13. Contract Violations

The Contractor acknowledges that any violation of Chapter 2 or any other chaptered provision of the Public Contract Code (PCC) is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

14. Temporary Nonperformance

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, the State, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the Agreement price.

15. Extension of Term

This Agreement may not be amended to extend the term except where necessary to complete performance of the original agreement and not to provide for additional services.

16. Employment of Ex-Offenders

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;
- b. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (Unauthorized Communications with Prisons and Prisoners Offenses);
- c. Ex-Offenders required to register as a sex offender pursuant to Penal Code Section 290 or if such ex-offender has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
- d. Any ex-offender in a position which provides direct supervision of parolees, except in the following instances:
 1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.

An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State or Contractor. Evidence of such bond shall be supplied to CDCR prior to employment of the ex-offender.

17. Electronic Waste Recycling

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

18. Tax

The State of California and Contractor will each bear their own respective federal, state and local tax liabilities arising from this Agreement. It is expressly understood that neither the State nor the Contractor will assign, shift, pass on or otherwise assume the tax liabilities of the other party.

19. Licenses and Permits

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at Contractor's expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide CDCR with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

20. Permits and Certifications from State Board of Equalization

This solicitation and any resulting Agreement shall be subject to all requirements as set forth in Sections 6487, 7101 and Sections 6452.1, 6487.3, 18510 of the Revenue and Taxation Code, and Section 10295.1 of the Public Contract Code requiring suppliers to provide a copy of their reseller's permit or certification of registration and, if applicable, the permit or certification of all participating affiliates, issued by California's State Board of Equalization. Failure of the supplier to comply by supplying the required permit or certification will cause the supplier's bid response to be considered non-responsive and their bid rejected. Unless otherwise specified in this solicitation, a copy of the reseller's permit or certification of registration must be supplied within five (5) State business days of the request made by the State.

21. Darfur Contracting Act

Effective January 1, 2009, CDCR generally cannot contract with "scrutinized" companies that do business in the African nation of Sudan, as described in Public Contract Code Sections 10475-10478. A company that currently has (or within the previous three years has had) business activities or other operations outside of the United States must certify that it is not a "scrutinized" company when it submits a bid or proposal to CDCR. A scrutinized company may still submit a bid or proposal for a contract with CDCR if the company first obtains permission from the Department of General Services (DGS).

All bidders must submit a completed OBS 1500 verifying status, with their bid proposal.

22. Iran Contracting Act

Pursuant to the Iran Contracting Act of 2010 (Public Contract Code Sections 2200 through 2208 are "the Act"), vendors are ineligible to bid on, submit a proposal for, enter into, or renew any contract with the state for goods or services of one million dollars (\$1,000,000) or more if the vendor engages in investment activities in Iran, as defined in the Act. The Act requires that DGS establish and periodically update a list of ineligible vendors.

Also, pursuant to the Act, financial institutions are ineligible to bid on, submit a proposal for, enter into, or renew any contract with the state for goods or services of one million dollars (\$1,000,000) or more if the financial institution extends credit, as defined in the Act, to a

business identified on the DGS list of ineligible vendors that will use the credit to provide goods or services in the energy sector in Iran.

Prior to submitting a bid or proposal and prior to executing any state contract or renewal for goods or services of one million dollars (\$1,000,000) or more, a vendor must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California. Also financial institutions must certify that they are not extending credit to an ineligible vendor as described in the Act. The Act provides exceptions to the certification requirement, see PCC sections 2203(c) and (d) for additional information regarding the exceptions.

All bidders must submit a completed OBS 1502 verifying status, with their bid proposal.

23. Conflict of Interest

The Contractor and their employees shall abide by the provisions of GC Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

a. Contractors and Their Employees

Consultant Contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after the expiration of the Agreement. Other service Contractors and/or certain of their employees may be required to file a Form 700 if so requested by CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service Contractors (other than consultant Contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

1. The Agreement service has been identified by CDCR as one where there is a greater likelihood that a conflict of interest may occur;
2. The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
3. The Contractor and/or Contractor's employee(s) serves in a staff capacity with CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for CDCR that would otherwise be performed by an individual holding a position specified in CDCR's Conflict of Interest Code.

b. Current State Employees

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2. No officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.
3. In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
 - a. Using an official position for private gain;
 - b. Giving preferential treatment to any particular person;
 - c. Losing independence or impartiality;
 - d. Making a decision outside of official channels; and
 - e. Affecting adversely the confidence of the public or local officials in the integrity of the program.
4. Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

c. Former State Employees

1. For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
2. For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to incarcerated individuals or parolees. The Contractor shall not itself employ or offer to employ incarcerated individuals or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by the CDCR. In addition, the Contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with incarcerated individuals or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled,

either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

24. Disclosure

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by incarcerated individuals or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known to State staff, made by any incarcerated individual or parolee, which indicate violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

25. Additional Disclosure

Neither the State nor any State employee will be liable to the Contractor or its staff for any injuries caused by exposure to any blood borne pathogens, aerosol transmissible diseases, or communicable diseases. Contractor agrees that it shall comply fully with all applicable Cal/OSHA regulations concerning protection of the Contractor's employees from diseases; including Title 8, California Code of Regulations section 5193 (Blood Borne Pathogens), and Title 8, section 5199 (Aerosol Transmissible Diseases). Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any of the Contractor's employees arising out of exposure to any blood borne pathogen, aerosol transmissible disease, or communicable disease during the Contractor's performance of the Agreement.

26. Security Clearance/Fingerprinting

The State reserves the right to conduct fingerprinting and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor and/or Contractor's employee access to State premises. The State further reserves the right to

terminate the Agreement should a threat to security be determined.

27. Notification of Personnel Changes

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

28. Hiring Considerations

If this Agreement is in excess of \$200,000, the Contractor shall be required to give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 et seq.

29. Contractor Employee Misconduct

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting incarcerated individual and/or parolee rights, to immediately notify CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to incarcerated individuals/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDCR that incarcerated individuals and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with incarcerated individuals and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR incarcerated individuals and/or parolees at the facility and access to incarcerated individual and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

30. Workers' Compensation

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this Agreement, carry workers' compensation insurance, at Contractor's expenses, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the performance of this Agreement. Such coverage will be a condition of CDCR's obligation to pay for services provided under this Agreement.

Prior to approval of this Agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the

workers' compensation insurance shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled at any time during the term of this Agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the Agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this Agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this Agreement.

31. Insurance Requirements

Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or otherwise or under the control of the State. It does, however, serve to provide the State with proof that the Contractor and any subcontractor are insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor shall provide the State within five (5) business days of receipt by contractor a copy of any notice of cancellation or non-renewal of insurance required by the contract. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage at all times as required, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

In the event the insurance coverage expires at any time or during the agreement term, the contractor agrees to provide a new certificate of insurance at least 30 days prior to expiration. The contractor agrees that no work or services shall be performed prior to DGS/ORIM approval. The State may, in addition to any other remedies it may have, terminate the agreement should the contractor fail to comply with these provisions. For all companies and/or businesses and individual providers, the Contractor hereby represents and warrants that the Contractor is currently and shall be, for the duration of this Agreement, at Contractor's expense insured against:

Commercial General Liability - Provider agrees to carry a minimum of \$1,000,000 per occurrence for bodily injury and property damage liability combined (not required if medical services are provided at the institution).

The certificate of insurance must include the following provisions:

- The California Department of Corrections and Rehabilitation must be named as the "Certificate Holder" and list the following:

State of California
California Department of Corrections and Rehabilitation
Office of Business Services
9838 Old Placerville Road, Suite B
Sacramento, CA 95827

- The State of California, its officers, agents, employees, and servants are hereby named as additional insured but only with respect to work performed for the State of California, under the contract (SCM 7.40).

Auto Liability – By signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

32. Disabled Veteran Business Enterprise (DVBE)

If this Agreement is exempt from DVBE requirements, CDCR requests your assistance in achieving legislatively established goals for the participation of DVBEs by reporting any certified DVBEs that will be used in the performance of this Agreement.

33. Small Business and DVBE Participation – Commercially Useful Functions

This solicitation and any resulting Agreement shall be subject to all requirements as set forth in the following code:

GC Sections 14836, 14837, 14838, 14839, 14840, 14842, 14842.5
Military and Veterans Code (MVC) Sections 999, 999.6, 999.9

In part, these codes involve requirements for businesses to qualify as a California certified Small Business, Micro business and/or DVBE. The aforementioned companies must perform a **commercially useful function** to be eligible for award and be "domiciled" in California. A supplier's bid will be considered non-responsive and rejected for failure to comply with the definition and requirements set forth in the statutes Contractors found to be in violation of certain provisions within these code sections may be subject to loss of certification, penalties and Agreement cancellation.

34. DVBE Replacement Request

Contractor understands and agrees that should award of this contract be based in part on

their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veteran's Code (MVC) § 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). The Contractor shall submit requests for DVBE substitutions electronically on the DVBE Substitution form with justification for the substitution to the Office of Business Services, m_cdcrobscontracts@cdcr.ca.gov. For assistance with access to the "DVBE Substitution" form and instructions, contact the Department of Corrections and Rehabilitation Office of Business Services SB/DVBE Advocate at sbdvbeadvocate@cdcr.ca.gov. Requests to replace a DVBE subcontractor must be amply documented to show that the replacement meets the criteria as specified in the California Code of Regulations (CCR), Title II, Section 1896.73(g) or the Public Contract Code (PCC) § 4107 (for public works). Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in MVC § 999.9; PCC § 10115.10, or PCC § 4110 (for public works contracts).

35. DVBE Payment Certification

MVC 999.5(d) requires prime contractors to certify that payments to DVBE subcontractors were made upon completion of the contract and allows the awarding department to request proof of payment. Senate Bill 588 requires prime contractors to certify that payments to DVBE subcontractors were made upon final invoice submittal. MVC 999.7 states that the department shall withhold up to \$10,000 from the final payment until the prime contractor complies with the certification requirements in MVC 999.5(d).

Prime contractors shall return the completed Prime Contractor's Certification – DVBE Subcontractor Report (STD 817) with proof of payment to the DVBE subcontractor via email to "DVBESubcontractorReport@cdcr.ca.gov" for processing and inclusion in the contract file with the final invoice. If the STD 817 is not submitted with the final invoice or submitted incomplete, up to \$10,000 will be withheld from the prime contractor's final payment pending receipt of a complete and accurate STD 817.

36. Travel

Contractor's rates shall include all travel expenses required to perform services in accordance with this Agreement.

37. Prevailing Wage Rates

The Director of the Department of Industrial Relations (DIR) has ascertained general prevailing wage rates in the county in which the work is to be performed. Upon request, the State shall furnish to the Contractor a copy of such prevailing wage rates that the Contractor shall post at the job site.

The prevailing wage rates set forth are the minimum that shall be paid by the Contractor. Nothing contained herein shall be construed as preventing the Contractor from paying more than the minimum prevailing wage rates. No extra compensation will be allowed by the State due to the Contractor's inability to hire labor at minimum rates.

If it becomes necessary to employ work classifications other than those listed in the bid, the

Contractor shall notify the State immediately and the State shall ascertain the additional prevailing wage rates from the date of initial payment.

The Contractor shall comply with all prevailing wage rate requirements and shall be subject to all restrictions and penalties in accordance with California Labor Code Sections 1770–1780.

38. Work Area

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

39. Materials and Workmanship

All materials used and all work performed under the contract shall conform in all respects to the latest amended rules, regulations and requirements which are set forth in the Uniform Building Code, Uniform Plumbing Code; National Electric Code; California Electric Safety Orders; California Department of Industrial Relations, Division of Industrial Safety regulations; and any other regulatory requirement having jurisdiction over this type of work.

Materials, articles or equipment furnished by the Contractor for incorporation into the work shall be new. When the contract documents indicate or require that such materials, articles or equipment are to be furnished, but the quality or kind thereof is not particularly specified, shown or indicated, the Contractor shall furnish materials, articles or equipment at least equal to the class or quality of the materials, articles or equipment that are specified, shown or indicated. Substantiating data of the equal item shall be presented to the State within thirty-five (35) calendar days after the award of the contract. All work shall be performed in a first class and workman-like manner in accordance with the true intent and meaning of the Plans and Specifications. Every part of the work shall be accomplished by the workers, laborers or mechanics especially skilled in the class of work required and workmanship shall be the best.

Completed work shall be to the entire satisfaction of the State of California. The State shall be the sole judge as to whether the materials or workmanship is acceptable. Should any portion of the completed work or any materials, articles or equipment delivered fail to comply with the requirements of the contract, such work, materials, articles or equipment shall be rejected. The Contractor shall immediately replace all unacceptable materials at its own expense; all unacceptable work shall immediately be made satisfactory to the State by the Contractor at no additional expense to the State. Any materials, articles or equipment that has been rejected shall immediately be removed from the premises at the expense of the Contractor.

40. Equipment

Restrictions may be placed on the quantity and type of equipment and materials left within existing facilities during breaks, meals or at the end of each workday.

41. Tuberculosis (TB) Testing

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, Contractors and their employees who are assigned to work with, near, or around incarcerated individuals/parolees shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by CDCR.

Contractors and their employees who have any contact (physical or nonphysical) with incarcerated individuals/parolees, shall be required to furnish to the CDCR Program/Institution Contract Manager, at no cost to CDCR, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

The following provisions apply to services provided on departmental and/or institution grounds:

42. Bloodborne Pathogens

Contractor shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to bloodborne pathogens.

43. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison incarcerated individuals and Division of Juvenile Justice Wards

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around incarcerated individuals who are incarcerated, or wards who are housed within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison incarcerated individuals or wards. The following is a summation of pertinent information when non-departmental employees come in contact with prison incarcerated individuals or wards.

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison incarcerated individuals or wards:

- a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison incarcerated individuals or wards. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of

Regulations (CCR), Title 15, Sections 3285 and 3415, and California Welfare and Institutions Code (WIC) Section 1712.

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a “NO HOSTAGE” policy and all prison incarcerated individuals, wards, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304; Title 9 Section 30936; WIC Section 1712.

- c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, and 3288; Title 9, Sections 30275 and 30958; WIC 1712.

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176(a); Title 9, Section 30275; WIC Section 1712.

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR adult institutions/facilities or camps, or youth institutions/facilities or camps in the nighttime, without the prior approval of the Warden or officer in charge. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7.

- f. Encouraging and/or assisting prison incarcerated individuals to escape, is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison incarcerated individuals or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; Title 8, Sections 30976 and 30945; WIC Sections 1001.5 and 1152.

- g. It is illegal to give or take letters from incarcerated individuals or wards without the authorization of the Warden or officer in charge. It is also illegal to give or receive any type of gift and/or gratuities from prison incarcerated individuals or wards.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425; Title 9, Section 31609; WIC Section 1712.

- h. In an emergency situation, the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Sections 3383; Title 9, Sections 30935 and 30275.

- i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison incarcerated individual or ward clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3174(b)(1); Title 9, Section 30275.

- j. Interviews with SPECIFIC INCARCERATED INDIVIDUALs are not permitted. Conspiring with an incarcerated individual to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, Sections 3261.5, 3315(a)(3)(X), and 3177; Title 9, Section 31100(a)(1).

44. Clothing Restrictions

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by incarcerated individuals at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is incarcerated individual attire. The Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

45. Tobacco-Free Environment

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of CDCR is prohibited.

46. Prison Rape Elimination Policy

CDCR maintains a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim.

All Contractors and their employees are expected to ensure compliance with this policy as

described in Department Operations Manual, Chapter 5, Article 44.

If you are providing services for the confinement of our incarcerated individuals, you and your staff are required to adopt and comply with the PREA standards, 28 Code of Federal Regulations (CFR) Part 115 and with CDCR's Department Operations Manual, Chapter 5, Article 44, including updates to this policy. This will include CDCR staff and outside audit personnel (who also conduct PREA audits of state prisons) conducting audits to ensure compliance with the standards.

As a Contractor with CDCR, you shall not assign an employee to a CDCR facility or assign an employee to duties if that employee will have contact with CDCR incarcerated individuals, if that employee has 1) engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997); 2) been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or 3) has been civilly or administratively adjudicated to have engaged in the activity described in this section.

The Contractor shall conduct a criminal background records check for each contract employee who will have contact with CDCR incarcerated individuals and retain the results for audit purposes. By signing this contract the Contractor agrees to ensure that all of the mandates of this Prison Rape Elimination Policy are complied with. Material omissions, by the contract employee, regarding such misconduct or the provision of materially false information, shall be grounds for removal from institutional grounds.

Contract employees, who have contact with incarcerated individuals, shall be provided training via the Exhibit titled; "PRISON RAPE ELIMINATION POLICY, Volunteer/Contractor Informational Sheet" to learn their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures. A copy of this signed informational sheet will be provided to the institution before a contract employee may have contact with incarcerated individuals.

Any contract employee who appears to have engaged in sexual misconduct of an incarcerated individual shall be prohibited from contact with incarcerated individuals and shall be subject to administrative and/or criminal investigation. Referral shall be made to the District Attorney unless the activity was clearly not criminal. Reportable information shall be sent to relevant licensing bodies.

47. Security Regulations

- a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
- b. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.

- c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary, and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.
- d. Due to security procedures, the Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.
- e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/micro cameras are not permitted on institution grounds.
- g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

48. Gate Clearance

Contractor and Contractor's employee(s) and/or subcontractor(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.

WATER TANK SERVICES

NOTE: CDCR makes no guarantee that all listed locations will request services.

Institution / Facility	Contract Liaison	Email Address and Telephone Number
Calipatria State Prison (CAL) 7018 Blair Road Calipatria, CA 92233	Yesenia Garcia, BSO I Shawn Hernandez, CE I	Yesenia.garcia@cdcr.ca.gov 760-348-7000 X5180 Shawn.hernandez@cdcr.ca.gov 760-348-7000 X5908
Central California Women's Facility (CCWF) 23370 Road 22 Chowchilla, CA 93610	Paul Espino, Engineer I	Paul.Espino@cdcr.ca.gov 559-665-5531 X7904
Centinela State Prison (CEN) 2302 Brown Road Imperial, CA 92251	Izel Hurtado, BSOI Christian Aguilar, CPO	Izel.Hurtado@cdcr.ca.gov 760-337-7608 Christian.Aguilar@cdcr.ca.gov 760-337-7900 X7304
California Health Care Facility (CHCF) 7707 Austin Road Stockton, CA 95215	Marco Zeer, SBT Melissa Des Jarlais BSO I	Marco.zeer@cdcr.ca.gov 209-467-3154 Melissa.Desjarlais@cdcr.ca.gov 209-467-2691
California Institution for Men (CIM) 14901 Central Avenue Chino, CA 91710	Alex Martinez, Engineer I Tariq Awan, CPMII	Alex.C.Martinez@cdcr.ca.gov 909-597-1821 X7082 Tariq.awan@cdcr.ca.gov 909-597-1821 X7032
California Institution for Women (CIW) 16756 Chino-Corona Road Corona, CA 92880	Leanne Guzman, BSO I Senen Gonzalez, Engineer I Jerome Banks, CPS	Leanne.Guzman@cdcr.ca.gov 909-606-4915 Senen.Gonzalez@cdcr.ca.gov 909-597-1771 X7343 Jerome.Banks@cdcr.ca.gov 909-597-1771 X7321
California Men's Colony (CMC) Highway 1 San Luis Obispo, CA 93409	John Philbrick, SE	John.Philbrick@cdcr.ca.gov 805-547-7973
California Medical Facility (CMF) 1600 California Drive Vacaville, CA 95696	Jeanette Rye-Zometa, AGPA Mark Sanchez, CE I	Jeanette.Rye-zometa@cdcr.ca.gov 707-448-6841 X2600 Mark.sanchez@cdcr.ca.gov 707-449-6552
California State Prison, Corcoran (COR) 4001 King Avenue Corcoran, CA 93212	Estevan Garcia, BSO I Greg Henry, CE I Enrique Cortez, CPS	Estevan.garcia@cdcr.ca.gov 559-992-8800 X6107 Laurence.henry2@cdcr.ca.gov 559-992-8800 X6159 Enrique.cortez@cdcr.ca.gov 559-904-7362
California Rehabilitation Center (CRC) 5 th Street & Western Norco, CA 92860	Euyan Gillett, CE I Helena Valenzuela, PSO II Catherine Spencer, AGPA	Euyan.Gillett@cdcr.ca.gov 951-737-2683 X4408 Helena.Valenzuela@cdcr.ca.gov 951-737-2683 Catherine.Spencer@cdcr.ca.gov 951-273-2909
Richard A. McGee Correctional Training Center (CTC) 9850 Twin Cities Road Galt, CA 95632	Sabrina Gascon, AGPA Randy La Bonte, CE I	Sabrina.Gascon@cdcr.ca.gov 209-744-5023 Randy.LaBonte@cdcr.ca.gov 209-744-5068

California Department of Corrections and Rehabilitation (CDCR)
List of Participating Locations

Bid Number C5613111-D, Rebid 1
Exhibit E

Institution / Facility	Contract Liaison	Email Address and Telephone Number
Correctional Training Facility (CTF) Highway 101 North Soledad, CA 93960	David Bellone, CE I Joseph Trevino, CE I Steve Weldon, CPS	David.Bellone@cdcr.ca.gov Joesph.Trevino@cdcr.ca.gov 831-678-3951 X4751 Steven.Weldon@cdcr.ca.gov 831-678-3951
Chuckawalla Valley State Prison (CVSP) <i>(under the authority of Ironwood State Prison)</i> 19025 Wiley's Well Road Blythe, CA 92225	Tommy Copple, CPS Kristel Lonie, PSO II	Tommy.Copple@cdcr.ca.gov 760-921-3000 X4390 Kristel.Lonie@cdcr.ca.gov 760-921-3000 X4385
Deuel Vocational Institution (DVI) 23500 Kasson Road Tracy, CA 95376	Richard Abalos, CPM Kristen Brewer, AGPA	Richard.abalos@cdcr.ca.gov 209-429-6268 Kristen.brewer@cdcr.ca.gov 279-223-2706
Folsom State Prison (FSP) 300 Prison Road Represa, CA 95671	Jonathan Markham, BSO I Anthony Canavero, CPS	Jonathan.Markham@cdcr.ca.gov 916-985-2561 X4213 Anthony.Canavero@cdcr.ca.gov 916-985-2561 X3058
High Desert State Prison (HDSP) 475-750 Rice Canyon Road Susanville, CA 96127	Fred Whitlock, CE I Robert Painter, CE I	Fred.Whitlock@cdcr.ca.gov 530-251-5100 X5840 Robert.Painter@cdcr.ca.gov 530-251-5100 X6602
Ironwood State Prison (ISP) 19005 Wiley's Well Road Blythe, CA 92225	Tommy Copple, CPS Kristel Lonie, PSO II	Tommy.Copple@cdcr.ca.gov 760-921-3000 X4390 Kristel.Lonie@cdcr.ca.gov 760-921-3000 X4385
Kern Valley State Prison (KVSP) 300 West Cecil Avenue Delano, CA 93215	Jason Price, CE I Alejandra Toral, BSO I	Jason.price@cdcr.ca.gov 661-721-6300 X5853 Alejandra.toral@cdcr.ca.gov 661-721-6321
California State Prison, Los Angeles County (LAC) 44750 60 th Street West Lancaster, CA 93536	Rico Everardo, CPS Russ Prolo, CE I Mercedes Murray, PSO II	Rico.everardo@cdcr.ca.gov 661-729-2000 X7301 Russell.prolo@cdcr.ca.gov 661-729-2000 X7302 Mercedes.Murray@cdcr.ca.gov 661-729-2000 X6905
Mule Creek State Prison (MCSP) 4001 Highway 104 Ione, CA 95640	Anthony Orta, CPM II Caitlyn Neeley, BSO	Anthony.Orta@cdcr.ca.gov 209-2744911 X6700 Caitlyn.Neeley@cdcr.ca.gov 209-274-4911 X5260
Pleasant Valley State Prison (PVSP) 24863 West Jayne Ave Coalinga, CA 93210	David Rios, CE I Larry Bonadelle, CPS	David.rios2@cdcr.ca.gov 559-935-4920 Larry.Bonadelle@cdcr.ca.gov 559-935-4924
Richard J. Donovan Correctional Facility (RJD) 480 Alta Road San Diego, CA 92179	Steven Stallings, CPM II Daniel McCourt, CPS Ivette Rubio, BSO	Steven.Stallings@cdcr.ca.gov 619-661-7852 Daniel.McCourt@cdcr.ca.gov 619-661-6500 Ivette.Rubio@cdcr.ca.gov

California Department of Corrections and Rehabilitation (CDCR)
List of Participating Locations

Bid Number C5613111-D, Rebid 1
Exhibit E

Institution / Facility	Contract Liaison	Email Address and Telephone Number
California Substance Abuse Treatment Facility and State Prison (SATF) 900 Quebec Avenue Corcoran, CA 93212	Wayne Motl, CE Refugio Gomez, CPM Susan Brown, BSO I	Wayne.motl@cdcr.ca.gov 559-992-7100 X5882 Refugio.gomez@cdcr.ca.gov 559-992-7124 Susan.brown2@cdcr.ca.gov 559-992-7126
Sierra Conservation Center (SCC) 5100 O'Byrnes Ferry Road Jamestown, CA 95327	Joey Hart, (A) CPM II Kevin Buchanan, CPS Robert De La Torre, CE I Stacy Jayne, BSO I	Joseph.hart2@cdcr.ca.gov 209-984-5291 X5428 Kevin.Buchanan@cdcr.ca.gov 209-984-5291 X5288 Robert.DeLaTorre@cdcr.ca.gov 209-984-5291 X5289 Stacy.jayne@cdcr.ca.gov 209-984-5291 X6201
California State Prison, Solano (SOL) 2100 Peabody Road Vacaville, CA 95696	Billy Ray Butler Jr, WSPS Charles Schacht, CPM II Shay Renschler, BSO I	BillyRay.ButlerJr@cdcr.ca.gov 707-451-0182 X5814 Charles.Schacht@cdcr.ca.gov 707-451-0182 X3268 Erin.Renschler@cdcr.ca.gov 707-454-3274
San Quentin Rehabilitation Center (SQRC) 1 Main Street San Quentin, CA 94964	Robert Atchley, CPM II Christopher Remillard, BSO I	Robert.atchley@cdcr.ca.gov 415-454-1460 X5079 Christopher.remillard@cdcr.ca.gov 415-454-1460 X5870
Salinas Valley State Prison (SVSP) 31625 Highway 101 Soledad, CA 93960	RJ Rollings, CPM II Julie Cobos, BSO I	rj.rollings@cdcr.ca.gov 831-678-5523 Julie.Cobos@cdcr.ca.gov 831-678-5526
Valley State Prison (VSP) 21633 Avenue 24 Chowchilla, CA 93610	Eric Tiller, CPM Mark Updegraff, CE Jesse Keller, CPO	Eric.tiller@cdcr.ca.gov 559-665-6100 X7307 Mark.updegraff@cdcr.ca.gov 559-665-6100 X5855 Jesse.Keller@cdcr.ca.gov 559-598-0122
Wasco State Prison (WSP) 701 Scofield Avenue Wasco, CA 93280	Leif Logan, SBT Julia Chavolla, BSO I	Leif.Logan@cdcr.ca.gov 661-758-8400 X5880 Julia.Chavolla@cdcr.ca.gov 661-758-8400 X5201

Juvenile Facility	Contract Liaison	Email Address and Telephone Number
Ventura Youth Correctional Facility (VYCF) 3100 Wright Road Camarillo, CA 93010	Richard Abalos, CPM Kristen Brewer, AGPA	Richard.abalos@cdcr.ca.gov 209-429-6268 Kristen.brewer@cdcr.ca.gov 279-223-2706

California Department of Corrections and Rehabilitation (CDCR)
CDCR 2301 PREA Policy Information for Volunteers and Contractors

CDCR 2301 PREA Policy Information for Volunteers and Contractors – Part A

The Prison Rape Elimination Policy for the California Department of Corrections and Rehabilitation (CDCR) is explained on this informational sheet. As a volunteer or private contractor who has contact with CDCR offenders, it is your responsibility to do what you can, within the parameters of your current assignment, to reduce incidents of sexual violence, staff sexual misconduct, and sexual harassment and to report information appropriately when they are reported to you or when you observe such an incident. For purposes of this Policy, the word “staff” includes volunteers and private contractors.

Historical Information

Both the Congress and State Legislature passed laws, the Federal Prison Rape Elimination Act (PREA) of 2003, the Sexual Abuse in Detention Elimination Act, Chapter 303, Statutes of 2005, and most recently the United States, Department of Justice Final Rule; National Standards of 2012 to help prevent, detect, and respond to sexual violence, staff sexual misconduct, and sexual harassment behind bars. It is important that we, as professionals, understand all aspects of these laws and our responsibilities to help prevent, detect, and respond to instances by offenders and staff.

CDCR Policy

The CDCR policy is found in Department Operations Manual (DOM), Chapter 5, Article 44. PREA addresses five types of sexual offenses. Sexual violence committed by offenders against offenders encompasses: abusive sexual contact, non-consensual sex acts, and sexual harassment by an offender. Other sections covered by PREA include staff sexual misconduct towards an offender and staff sexual harassment towards an offender.

CDCR’s policy provides for the following:

- CDCR is committed to continuing to provide a safe, humane, secure environment, free from offender on offender sexual violence, staff sexual misconduct, and sexual harassment.
- CDCR maintains zero tolerance for sexual violence, staff sexual misconduct, and sexual harassment in its institutions, community correctional facilities, conservation camps, and for all offenders under its jurisdiction.
- All sexual violence, staff sexual misconduct, and sexual harassment is strictly prohibited.
- This policy applies to all offenders and persons employed by the CDCR, including volunteers and independent contractors assigned to an institution, community correctional facility, conservation camp, or parole.

Retaliatory measures against employees or offenders who report incidents of sexual violence, staff sexual misconduct, or sexual harassment as well as retaliatory measures taken against those who cooperate with investigations shall not be tolerated and shall result in disciplinary action and/or criminal prosecution. Retaliatory measures include, but are not limited to:

- Coercion.
- Threats of punishments.
- Any other activities intended to discourage or prevent staff or offenders from reporting incident(s).

Professional Behavior

Staff, including volunteers and private contractors are expected to act in a professional manner while on the grounds of a CDCR institution and while interacting with other staff and offenders. Key elements of professional behavior include:

- Treating everyone, staff and offenders alike, with respect.
- Speaking without judging, blaming, or being demeaning.
- Listening to others with an objective ear and trying to understand their point of view.
- Avoiding gossip, name calling, and what may be perceived as offensive or "off-color" humor.
- Taking responsibility for your own behavior.

CDCR 2301 PREA Policy Information for Volunteers and Contractors – Part A

Preventative Measures

You can help reduce sexual violence, staff sexual misconduct, and sexual harassment by taking various actions during the performance of your duties as a volunteer or private contractor.

The following are ways in which you can help:

- Know and enforce the rules regarding the sexual conduct of offenders.
- Be professional at all times.
- Make it clear that sexual activity is not acceptable.
- Treat any suggestion or allegation of sexual violence, staff sexual misconduct, and sexual harassment as serious.
- Follow appropriate reporting procedures and assure that the alleged victim is separated from the alleged predator.
- Never advise an offender to use force to repel sexual advances.

Detection

All staff, including volunteers and private contractors, is responsible for reporting immediately and confidentially, to the appropriate supervisor any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.

After immediately reporting to the appropriate supervisor, you are required to document the information you reported. You will be instructed by the supervisor regarding the appropriate form to be used for documentation.

You will take necessary action (i.e., give direction or press your alarm) to prevent further harm to the victim. Staff, including volunteers and private contractors, will request the victim does not: 1) Shower; 2) Remove clothing without custody supervision; 3) Use the restroom facilities; and 4) Consume any liquids.

I have read the information above and understand my responsibility to immediately report any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.

Volunteer/Contractor Name (Printed)

Date Signed

Signature of Volunteer/Contractor

Current Assignment within Institution

Contact Telephone Number

Supervisor in Current Assignment

CDCR 2301 PREA Policy Information for Volunteers and Contractors – Part B

PART B shall only be completed by contractors who, in the course of their assigned duties, have contact with incarcerated individuals.

Duty to Report

You are required to answer the following questions:

- 1) Have you ever engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, other institution?
☐ Yes ☐ No If yes, provide the date of the incident and the facility name in the space below.
- 2) Have you ever been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse?
☐ Yes ☐ No If yes, provide the date of the incident and the county in the space below.
- 3) Have you ever been civilly or administratively found to have engaged in the activity described in question (2) above?
☐ Yes ☐ No If yes, provide the date of the incident and the county in the space below.
- 4) Have you ever received any disciplinary action as a result of allegations of sexual harassment of an incarcerated individual in a prison, jail, lockup, community confinement facility, or other institution?
☐ Yes ☐ No If yes, provide the date of the incident and the facility name in the space below.

If you answered "Yes" to any of the questions, please provide the date of the incident and the facility name/county where it occurred:

Date: _____ Facility/County Name: _____
--

As a contract employee, you have a continuing duty to promptly report, and you are required to notify your employer and the Appointing Authority of the Institution to which you are assigned if the answer to any of the above questions changes.

I hereby certify that there are no misrepresentations, omissions, or falsifications, and that all answers are true and correct. I understand and agree that if any material facts are discovered which differ from those facts stated by me on this form, my services to the California Department of Corrections and Rehabilitation will be discontinued and my contract employer will be notified.

Printed	
Signature:	Date

California Department of Corrections and Rehabilitation (CDCR)
California State Institutions Map

Exhibit G



Interactive Map: <https://www.cdcr.ca.gov/facility-locator/>

WATER TANK SERVICES

A bidder walk-through will be conducted as scheduled at the institution/facility at the date and time indicated within this Attachment.

Bidders and/or their representative(s) attending a walk-through will be required to sign in as documentation of attendance.

Specific questions during the walk-through should be limited to the work site. Questions regarding the Scope of Work and/or Terms and Conditions of the pending Agreement should be directed to CDCR Contract Analyst identified within the IFB.

A Bidder Walk-Through Checklist has been included below to assist with completing the walk-through portion of the bid process. Bidders can prepare one checklist per planned attendance at each institution/facility as they complete the process.

Specific directions to each institution/facility can be found on the CDCR internet website at <https://www.cdcr.ca.gov/facility-locator/>. The contact for each location is included in the walk-through schedule.

Bidders' Walk-Through Checklist

☐	Institution/Facility:
☐	Type of Walk Through: ☐ MANDATORY ☐ OPTIONAL
	Scheduled Walk-Through Date: _____ Time: _____
	Walk Through Coordinator Name: _____ Phone: _____ Fax: _____ <u>Alternate:</u> Name: _____ Phone: _____ Fax: _____
☐	Notification to institution/facility Date: _____ Time: _____
☐	Gate Clearance documents to institution/facility completed.
☐	Bring bid documents to walk-through.
☐	Map/directions to the institution/facility.
☐	Request for Reasonable Accommodations to institution/facility.

The checklist does not relieve bidders of any of their responsibilities to complete any portion of the bid process, as it is only meant to assist.

The purpose of a walk-through is to allow bidders an opportunity to examine the work site before bidding in order to acquire a better knowledge of the area(s) and/or specific equipment affecting the work which may not be particularly described herein.

To secure gate clearance for admittance into any institution/facility, **all bidders are required** to contact the individual institution/facility on the schedule and provide the following information for the representative(s) that will be attending the walk-through:

- Complete name.
- Date of birth; and
- Valid driver's license or State DMV identification card number

After the institution/facility has completed the gate clearance process and bidders and their representative(s) are scheduled to attend a walk-through, they must bring a valid driver's license or State DMV identification card in order to be admitted onto institution/facility grounds.

Clothing Restrictions: While on institution/facility grounds, bidders and their representative(s) shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. The bidder should contact the institution regarding clothing restrictions prior to requiring access to the institution/facility to ensure compliance.

Electronic Devices: Electronic and communication devices such as pagers, cell phones, cameras/micro-cameras, and/or sound recording devices are not permitted on institution/facility grounds and must be left in the bidder's and/or their representative's locked vehicle. None of these devices are allowed on institution/facility grounds.

Tobacco-Free Environment: Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

COVID-19 Requirements

Visitors, vendors, volunteers, and/or staff are required to respond to any active preventative screening measures in place at each CDCR institution/facility to decrease the spread of COVID-19; therefore, be advised that you and/or your employees will be required to adhere to this requirement. Contact the institution/facility prior to the walk-through for additional details.

WATER TANK SERVICES

Mandatory or Optional	Institution/Facility	Date and Time	Walk-Through Contact Person Name, Email Address and Phone Number
Optional	Calipatria State Prison (CAL) 7018 Blair Road Calipatria, CA 92233	Wednesday 8/12/26 9:00 AM	Yessenia Garcia, BSO I Yessenia.garcia@cdcr.ca.gov 760-348-7000 X5180 Shawn Hernandez, CE I Shawn.hernandez@cdcr.ca.gov 760-348-7000 X5908
Optional	Central California Women's Facility (CCWF) 23370 Road 22 Chowchilla, CA 93610	Thursday 8/13/2026 8:00 AM	Paul Espino, Engineer I Paul.espino@cdcr.ca.gov 559-665-5531 X7904
Optional	Centinela State Prison (CEN) 2302 Brown Road Imperial, CA 92251	Wednesday 8/12/26 11:00 AM	Izel Hurtado, BSO I Izel.hurtado@cdcr.ca.gov 760-337-7607 Christian Aguilar, CPO Christian.Aguilar@cdcr.ca.gov 760-337-7900 X7304
Optional	California Health Care Facility (CHCF) 7707 Austin Road Stockton, CA 95215	Tuesday 8/11/2026 8:00 AM	Marco Zeer, SBT Marco.zeer@cdcr.ca.gov 209-467-3154
Optional	California Institution for Men (CIM) 14901 Central Avenue Chino, CA 91710	Thursday 8/20/2026 12:00 PM	Alex Martinez, Engineer I Alex.C.Martinez@cdcr.ca.gov 909-597-1821 X7082
Optional	California Institution for Women (CIW) 16756 Chino-Corona Road Corona, CA 92880	Thursday 8/20/2026 2:00 PM	Senen Gonzalez, Engineer I Senen.Gonzalez@cdcr.ca.gov 909-597-1771 X7343 Jerome Banks, CPS Jerome.Banks@cdcr.ca.gov 909-597-1771 X7321
Optional	California Men's Colony (CMC) Highway 1 San Luis Obispo, CA 93409	Tuesday 8/18/2026 1:00 PM	John Philbrick, SE John.philbrick@cdcr.ca.gov 805-547-7973
Optional	California Medical Facility (CMF) Highway 1 San Luis Obispo, CA 93409	Tuesday 8/25/2026 8:00 AM	Mark Sanchez, CE I Mark.Sanchez@cdcr.ca.gov 707-449-6552
Optional	California State Prison, Corcoran (COR) 4001 King Avenue Corcoran, CA 93212	Monday 8/10/2026 12:00 PM	Greg Henry, CE I Laurence.henry2@cdcr.ca.gov 559-992-8800 X6159

California Department of Corrections and Rehabilitation (CDCR)
Walk-Through Information and Schedule

Bid Number C5613111-D, Rebid 1
Attachment 1

Mandatory or Optional	Institution/Facility	Date and Time	Walk-Through Contact Person Name, Email Address and Phone Number
Optional	California Rehabilitation Center (CRC) 5 th Street & Western Norco, CA 92860	Thursday 8/20/2026 9:00 AM	Richard Hill, WT Supervisor Richard.Hill@cdcr.ca.gov 951-737-2683 X4485 Euyan Gillett, CE Euyan.Gillett@cdcr.ca.gov 951-737-2683 X4408
Optional	Richard A. McGee Correctional Training Center (CTC) 9850 Twin Cities Road Galt, CA 95632	Monday 8/24/2026 9:00 AM	Sabrina Gascon, AGPA Sabrina.Gascon@cdcr.ca.gov 209-744-5023 Randy La Bonte, CE I Randy.La.Bonte@cdcr.ca.gov 209-744-5068
Optional	Correctional Training Facility (CTF) Highway 101 North Soledad, CA 93960	Wednesday 8/19/2026 12:00 PM	David Bellone, CE I David.Bellone@cdcr.ca.gov Joseph Trevino, CE I Joseph.Trevino@cdcr.ca.gov 831-678-5975
Optional	Deuel Vocational Institution (DVI) 23500 Kasson Road Tracy, CA 95376	Monday 8/24/2026 12:00 PM	Richard Abalos, CPM Richard.abalos@cdcr.ca.gov 209-429-6268 Kristen Brewer, AGPA Kristen.brewer@cdcr.ca.gov 279-223-2706
Optional	Chuckawalla Valley State Prison (CVSP) <i>(under the authority of Ironwood State Prison)</i> 19025 Wiley's Well Road Blythe, CA 92225	Monday 8/17/2026 8:00 AM	Tommy Copple, CPS Tommy.Copple@cdcr.ca.gov 760-921-3000 X4390 Kristel Lonie, PSO II Kristel.Lonie@cdcr.ca.gov 760-921-3000 X4385
Optional	Folsom State Prison (FSP) 300 Prison Road Represa, CA 95671	Friday 8/14/2026 10:00 AM	Jarid Warren, MM Jarid.Warren@cdcr.ca.gov 916-985-8610 X7399 Anthony Canavero, CPS Anthony.Canavero@cdcr.ca.gov 916-351-3058
Optional	High Desert State Prison (HDSP) 475-750 Rice Canyon Road Susanville, CA 96127	Thursday 8/27/2026 8:00 AM	Fred Whitlock, CE I Fred.Whitlock@cdcr.ca.gov 530 251-5100 X5840 Robert Painter, CE I Robert.Painter@cdcr.ca.gov 530 251-5100 X6602
Optional	Ironwood State Prison (ISP) 19005 Wiley's Well Road Blythe, CA 92225	Monday 8/17/2026 10:00 AM	Tommy Copple, CPS Tommy.Copple@cdcr.ca.gov 760-921-3000 X4390 Kristel Lonie, PSO II Kristel.Lonie@cdcr.ca.gov 760-921-3000 X4385

California Department of Corrections and Rehabilitation (CDCR)
Walk-Through Information and Schedule

Bid Number C5613111-D, Rebid 1
Attachment 1

Mandatory or Optional	Institution/Facility	Date and Time	Walk-Through Contact Person Name, Email Address and Phone Number
Optional	Kern Valley State Prison (KVSP) 300 West Cecil Avenue Delano, CA 93215	Tuesday 8/25/2026 8:00 AM	Jason Price, CE I Jason.price@cdcr.ca.gov 661-721-6300 X5899 Alejandra Toral, BSO I Alejandra.toral@cdcr.ca.gov 661-721-6321
Optional	California State Prison, Los Angeles County (LAC) 44750 60 th Street West Lancaster, CA 93536	Thursday 8/27/2026 8:00 AM	Rico Everardo, CPS Rico.everardo@cdcr.ca.gov 661-729-2000 X7301 Russ Prolo, CE I Russ.prolo@cdcr.ca.gov 661-729-2000 X7302
Optional	Mule Creek State Prison (MCSP) 4001 Highway 104 Ione, CA 95640	Friday 8/14/2026 12:00 PM	Anthony Orta, CPM II Anthony.Orta@cdcr.ca.gov 209-274-4911 X6700
Optional	Pleasant Valley State Prison (PVSP) 24863 West Jayne Ave Coalinga, CA 93210	Monday 8/17/2026 10:00 AM	David Rios, CE I David.rios2@cdcr.ca.gov 559-935-4920
Optional	Richard J. Donovan Correctional Facility (RJD) 480 Alta Road San Diego, CA 92179	Wednesday 8/19/2026 12:00 PM	Steven Stallings, CPM II Steven.Stallings@cdcr.ca.gov 619-661-7852 Daniel McCourt, CPS Daniel.McCourt@cdcr.ca.gov 619-661-6500 Ivette Rubio, BSO Ivette.Rubio@cdcr.ca.gov
Optional	California Substance Abuse Treatment Facility and State Prison (SATF) 900 Quebec Avenue Corcoran, CA 93212	Monday 8/10/2026 2:00 PM	Wayne Motl, CE I Wayne.Motl@cdcr.ca.gov 559-992-7100 X5882
Mandatory	Sierra Conservation Center (SCC) 5100 O'Byrnes Ferry Road Jamestown, CA 95327	Thursday 8/20/2026 8:00 AM	Joey Hart CPMII (A) Joseph.hart2@cdcr.ca.gov 209-984-5291 X5428 Kevin Buchanan, CPS Kevin.Buchanan@cdcr.ca.gov 209-984-5291 X5288 Robert De La Torre, CEI Robert.DeLaTorre@cdcr.ca.gov 209-984-5291 X5289 Stacy Jayne, BSO I Stacy.jayne@cdcr.ca.gov 209-984-5291 X6201
Optional	California State Prison, Solano (SOL) 2100 Peabody Road Vacaville, CA 95696	Tuesday 8/11/2026 10:00 AM	Billy Ray Butler Jr., WSPS billyray.butlerjr@cdcr.ca.gov 707-724-3565

California Department of Corrections and Rehabilitation (CDCR)
Walk-Through Information and Schedule

Mandatory or Optional	Institution/Facility	Date and Time	Walk-Through Contact Person Name, Email Address and Phone Number
Optional	San Quentin Rehabilitation Center (SQRC) 1 Main Street San Quentin, CA 94964	Friday 8/28/2026 9:00 AM	Robert Athcley, CPM II Robert.atchley@cdcr.ca.gov 415-454-1460 X5079
Optional	Salinas Valley State Prison (SVSP) 31625 Highway 101 Soledad, CA 93960	Wednesday 8/19/2026 10:00 AM	RJ Rollings, CPM II rj.rollings@cdcr.ca.gov 831-678-5523
Optional	Valley State Prison (VSP) 21633 Avenue 24 Chowchilla, CA 93610	Thursday 8/27/2026 9:00 AM	Jesse Keller, CPO Jesse.Keller@cdcr.ca.gov 559-598-0122
Optional	Wasco State Prison (WSP) 701 Scofield Avenue Wasco, CA 93280	Tuesday 8/25/2026 11:00 AM	Trinidad Rodriguez, WSPS Trinidad.Rodriguez@cdcr.ca.gov 661-758-8400 X7401

Mandatory or Optional	Juvenile Facility	Date and Time	Walk-Through Contact Person Name, Email Address and Phone Number
Optional	Ventura Youth Correctional Facility (VYCF) 3100 Wright Road Camarillo, CA 93010	Thursday 8/27/2026 10:00 AM	Richard Abalos, CPM Richard.abalos@cdcr.ca.gov 209-429-6268 Kristen Brewer, AGPA Kristen.brewer@cdcr.ca.gov 279-223-2706

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. 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.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information**NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 – Entity Type****Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2)☐ **SOLE PROPRIETOR / INDIVIDUAL**☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*☐ **PARTNERSHIP**☐ **ESTATE OR TRUST****CORPORATION** (see instructions on page 2)☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)☐ **LEGAL** (e.g., attorney services)☐ **EXEMPT** (e.g., nonprofit)☐ **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**

_____ - _____ - _____

Section 4 – Payee Residency Status (See instructions)☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.☐ No services performed in California☐ Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification****I hereby certify under penalty of perjury that the information provided on this document is true and correct.****Should my residency status change, I will promptly notify the state agency below.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency****Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE**

CDCR - Accounting Services Branch

UNIT/SECTION

Accounts Payable B - Client Management Unit

MAILING ADDRESS

10000 Goethe Road

FAX**TELEPHONE** (include area code)

(916) 255-5514

CITY

Sacramento

STATE

CA

ZIP CODE

95827

E-MAIL ADDRESS

ClientManagementUnitVendor@cdcr.ca.gov

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status**Are you a California resident or nonresident?**

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900

E-mail address: wscs.gen@ftb.ca.gov

For hearing impaired with TDD, call: 1-800-822-6268

Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.



SUPPLEMENT VENDOR PAYEE DATA RECORD FORM

Form to be completed by Vendor.

LEGAL NAME OF BUSINESS

DBA

FEIN OR SSN NUMBER

BUSINESS PHYSICAL ADDRESS

STREET

CITY

STATE

ZIP

REMIT TO INFORMATION

(WHERE YOU WANT YOUR PAYMENTS SENT. ADDRESS MUST MATCH REMIT TO ADDRESS ON INVOICE.)

COMPANY NAME

STREET(P.O. Box)

CITY

STATE

ZIP

CONTACT INFORMATION

SALES CONTACT PERSON

ACCOUNTING CONTACT PERSON

TITLE

TITLE

PHONE

PHONE

FAX

FAX

SALES E-MAIL ADDRESS

WEB-SITE ADDRESS:

PURCHASING INFORMATION

SERVICE

TYPE OF SERVICE PROVIDED:

☐

COMMODITY

TYPE OF PRODUCT PROVIDED:



SUPPLEMENT VENDOR PAYEE DATA RECORD FORM

BUSINESS DESIGNATION (Fill out only if registered with the Dept. of General Services)

☐ SMALL BUSINESS (SB)	CERTIFICATION # -	EXPIRATION DATE
☐ MICRO BUSINESS (MB)	CERTIFICATION # -	EXPIRATION DATE
☐ DVBE BUSINESS	CERTIFICATION # -	EXPIRATION DATE
☐ SMALL BUSINESS PUBLIC WORK	CERTIFICATION # -	EXPIRATION DATE
☐ NP VETERAN SERVICE AGENCY	CERTIFICATION # -	EXPIRATION DATE
☐ NON-PROFIT RECOGNITION	CERTIFICATION # -	EXPIRATION DATE

TAX INFORMATION (Fill out if you expect a 1099 at the end of the year)
--

WITHHOLDING TAX INFORMATION	TYPE OF RECIPIENT (PLEASE SELECT ONE/ SHOULD MATCH SECTION 3 OF STD 204)
☐ RENTS ☐ ROYALTIES ☐ OTHER INCOME (PRIZED, AWARDS) ☐ FISHING BOAT PROCEEDS ☐ MEDICAL AND HEALTHCARE PAYMENTS NONEMPLOYEE COMPENSATION ☐ SUBSTITUTE PAYMENTS (DIVIDENDS/INTEREST) ☐ DIRECT SALES ☐ CROP INSURANCE PROCEEDS ☐ EXCESS GOLDEN PARACHUTE PAYMENTS ☐ GROSS PROCEEDS PAID TO AN ATTORNEY ☐ STATE TAX WITHHELD	☐ CORPORATION (REGULAR)----- (SELECT "ALL OTHERS" ON 204) ☐ MEDICAL CORPORATION----- (SELECT "MEDICAL" ON 204) ☐ LEGAL CORPORATION----- (SELECT "LEGAL" ON 204) ☐ NON-PROFIT CORP.----- (SELECT "EXEMPT(N. PROF)" ON 204) ☐ LLC C-CORPORATION ----- (SELECT "ALL OTHERS" ON 204) ☐ LLC S-CORPORATION----- (SELECT "ALL OTHERS" ON 204) ☐ LLC PARTNERSHIP ----- (SELECT "PARTNERSHIP" ON 204) ☐ SINGLE MEMBER LLC ----- (SELECT "SOLE PROP, INDIV LLC" ON 204) ☐ TAX EXEMPT ORG. ----- (OTHER THAN NON PROFIT CORP.) ☐ INDIVIDUAL/ SOLE PROP-- (SELECT "SOLE PROP, INDIV LLC" ON 204) ☐ ESTATE----- (SELECT "ESTATE" ON 204) ☐ QUALIFIED INTERMEDIARY ☐ ARTIST OR ATHLETE ☐ GOVERNMENT OR INT. ORGANIZATION ☐ NOMINEE ☐ FIDUCIARY ☐ AUTHORIZES FOREIGN AGENT ☐ TYPE OF RECIPIENT UNKNOWN ☐ PRIVATE FOUNDATION

STOP! Only fill out this section if your company has sold their receivables to another company

FACTORING VENDOR (WHEN A VENDOR SELLS RECEIVABLES TO A THIRD PARTY) ATTACH COPY OF THE LETTER FROM VENDOR NOTIFYING CDCR OF THE ASSIGNMENT

COMPANY NAME
DBA
STREET(P.O. Box)
CITY
STATE
ZIP

DARFUR CONTRACTING ACT

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company, or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

Select only one of the following options:

OPTION #1 – NO ACTIVITIES OUTSIDE THE US

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, print your company name, date and signature below:

Company/Vendor Name (Printed)	Date
By (Authorized Signature)	

OPTION #2 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County and State Of:

OPTION #3 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code Section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code Section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

Company/Vendor Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	

IRAN CONTRACTING ACT

Per Public Contract Code §§ 2200- 2208, prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code § 2203(c) or (d).

To comply with this requirement, please insert your company/vendor name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code § 2205)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>	
<i>By (Authorized Signature)</i>			
<i>Printed Name and Title of Person Signing</i>			
<i>Date Executed</i>		<i>Executed in the County and State of</i>	

OPTION #2 – EXCEPTIONS

Pursuant to Public Contract Code § 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into or renew, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>	
<i>By (Authorized Signature)</i>			
<i>Printed Name and Title of Person Signing</i>			
<i>Date Executed</i>		<i>Executed in the County and State of</i>	

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

Generative Artificial Intelligence (GenAI) Reporting and Factsheet

Section 1: Bidder/ Offerer / Contractor Information

Solicitation/ Contract		Number Bidder ID/ Vendor ID (optional)		
Business Name		Business Telephone Number		
Business Address	City	State	Zip Code	
Contract / Description of Purchase				

Section 2: Disclosure and Factsheet

Will you and/or your subcontractor(s) be using or offering GenAI technology, model, service, or system (collectively, "product")?

☐ Yes ☐ No (If no, skip to Signature section of this form.)

If yes, provide details regarding the GenAI system. See *GenAI Reporting and Factsheet Instructions* at the end of this form for more information.

Failure to provide information requested on this form may result in disqualification or may void any resulting contract.

1. GenAI Model Name, LLM Version (including number of parameters) & list ALL model names/owners for the solution or offering	
--	--

2. (GenAI powered, or driven), applications / product owner	
3. Product Description	
4. Use Case(s)	
5. Intended Information Domain	
6. Explain how the GenAI system is not adversely affecting decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.	

Signature

By signing this document, I have identified and reported any GenAI use in the performance of this contract. If any new or previously unreported GenAI use is identified in the future in the performance of this contract, we will complete and submit to the State an updated OBS 1000.

Signature Date

Submit completed form to the awarding department

GenAI Reporting and Factsheet Instructions

Please use the following definitions and instructions to complete the GenAI Reporting and Factsheet:

1. GenAI Model Name, LLM Version (including number of parameters) & list ALL model names/owners for the solution or offering
 - a. Definition: The unique identifier or name assigned to the specific GenAI model or service.
 - b. Purpose: Allows users to refer to and distinguish between different GenAI models.
2. (GenAI powered, or driven), applications/product owner:
 - a. Definition: The name of the organization or entity responsible for creating or deploying the GenAI model or service.
 - b. Purpose: Helps identify the source and accountability for the GenAI system.
3. Product Description:
 - a. Definition: A concise summary of the GenAI model's purpose, functionality, and key characteristics.
 - b. Purpose: Provides a high-level understanding for users and stakeholders.
4. Use Case(s):
 - a. Definition: The intended use or goal of the GenAI model (e.g., image recognition, natural language processing, text summarization).
 - b. Purpose: Helps users assess whether the GenAI model aligns with their needs.
5. Intended Information Domain:
 - a. Definition: The context, subject matter, or domain for which the GenAI model is designed to operate effectively.
 - b. Purpose: Helps users determine if the GenAI model is suitable for their specific use case.
6. Adverse Impact:
 - a. Explain below how you are ensuring the GenAI system is not adversely affecting decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.
7. Signature:
 - a. The signatory for the Contract shall also sign the OBS 1000

ACORD**CERTIFICATE OF INSURANCE**

ISSUE DATE (MM/DD/YY)

PRODUCER:

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGECOMPANY
LETTER **A**
COMPANY
LETTER **B**
COMPANY
LETTER **C**
COMPANY
LETTER **D**
COMPANY
LETTER **E**

INSURED:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☐ OCCUR. ☐ OWNER'S & CONTRACTOR'S PROT. ☐				GENERAL AGGREGATE	\$
	PRODUCTS-COMP/OP AGG.				\$	
	PERSONAL & ADV. INJURIES				\$	
	EACH OCCURRENCE				\$	
	FIRE DAMAGE (Any One person)				\$	
	MED. EXPENSE (Any One person)				\$	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ GARAGE LIABILITY ☐					
BODILY INJURY (Per Person)	\$					
BODILY INJURY (Per Person)	\$					
PROPERTY DAMAGE	\$					
EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE		
AGGREGATE				\$		
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
	EACH ACCIDENT				\$	
	DISEASE-POLICY LIMIT				\$	
	DISEASE-EACH EMPLOYEE				\$	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/SPECIAL ITEMS Re: All operations

The State of California, its officers, agents, employees and servants are hereby named as additional insured but only with respect to work performed for the State of California.

CERTIFICATE HOLDER

STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION
OFFICE OF BUSINESS SERVICES
9838 Old Placerville Road, SUITE B-2
SACRAMENTO, CA 95827
FAX NUMBER: (916) 255-6187

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions:

BIDDER DECLARATION

1. Prime bidder information (**Review attached Bidder Declaration Instructions prior to completion of this form**):
- a. Identify current California certification(s) (**MB, SB, NVSA, DVBE**): _____ **or None** ____ (If “None,” go to Item #2)
- b. Will subcontractors be used for this contract? **Yes** ____ **No** ____ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.
- _____
- _____
- c. If you are a California certified DVBE: (1) Are you a broker or agent? **Yes** ____ **No** ____
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ____ **No** ____ **N/A** ____

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

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

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

BIDDER DECLARATION Instructions

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

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

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

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

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

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

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

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

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

(2) If bidding rental equipment, mark either “Yes” or “No” to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark “N/A” for “not applicable.”

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

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

2. (continued) Column Labels

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

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

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

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

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

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

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

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

Enter “N/A” if the:

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

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

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

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

Non-Small Business Preference Request and Subcontractor Acknowledgement

Name of Bidding Firm / Prime Contractor	CDCR IFB or RFP Number:
Total Dollar Value of Subcontractor Use	CDCR Bid Number:

This document confirms and acknowledges that the firm named below agreed to be identified by a bidding firm as a proposed small business or microbusiness (SB/MB) subcontractor or supplier for a CDCR agreement.

Subcontractor acknowledgements:

- A. The subcontracting firm named herein has committed to perform or provide services/labor or supplies equal to a percentage of the total bid/cost proposal price submitted by the bidding firm named above.
- B. The subcontracting firm named herein acknowledges the total dollar value of claimed participation identified above.
- C. The subcontracting firm named herein agrees to provide the following subcontracted services/labor or supplies under the resulting contract if the bidding firm named above receives the contract award:

Provide a brief description in the box below of the commercially useful function(s) that the subcontractor/supplier identified herein will provide or supply. Attach additional page(s) if necessary.

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The subcontracting firm named herein understands it is its sole responsibility to contact the bidding firm named above to learn if the Proposer was awarded the contract pursuant to the referenced bid number and to confirm its subcontract agreement. If the bidding firm named above receives an award based in part on non-small business subcontractor preference, the bidding firm/contractor is obligated to use each SB/MB subcontractor or supplier identified in its proposal unless a subcontractor substitution is requested after contract execution pursuant to Public Contract Code Section 4107 and Title 2 California Code of Regulations Section 1896.10.

The person signing below certifies the information supplied on this form is true and accurate to the best of their knowledge and agrees to allow the State to confirm this information, if deemed necessary.

Net Dollar Value of SB/MB Subcontractor Agreement:	Total SB/MB Percentage:	SB/MB Certification #:	SB/MB Certification Expiration Date:
Name of Proposed Subcontractor/Supplier:		Date Signed:	
Street Address:	City:	State:	Zip Code:
Telephone Number: ()	SB/MB E-mail Address (if applicable):	SB/MB Federal Employer ID (FEIN) #:	
Printed/Typed Name:	Title:	Signature of Subcontractor/Supplier Representative:	
For State Use Only Information Verified by:		Date:	

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
BID INCENTIVE INSTRUCTIONS
(09/03/09)

Please read the instructions carefully before you begin.

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a “good faith effort” (GFE).**

This solicitation does not include a minimum DVBE participation percentage or goal.

DVBE BID INCENTIVE. A DVBE incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply a DVBE Bid incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document) and confirmed by the State. The DVBE incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price.

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

As applicable: (1) Awards based on low price - the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$500,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$500,000.

(2) Awards based on highest score - the solicitation shall include an individual requirement that identifies incentive points for DVBE participation.

INTRODUCTION. Bidders must document DVBE participation commitment by completing and submitting a Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document). Bids or proposals (hereafter called “bids”) that **fail to submit the required form to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive.**

Information submitted by the intended awardee to claim the DVBE incentive(s) will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called “DVBE”) who perform a commercially useful function relevant to this solicitation, may be used to qualify for a DVBE incentive(s). The criteria and definition for performing a commercially useful function are contained herein on the page entitled **Resources & Information**. Bidders are to verify each DVBE subcontractor’s certification with OSDS to ensure DVBE eligibility.

At the State’s option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation may request information that includes but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

THE DVBE BUSINESS UTILIZATION PLAN (BUP): DVBE BUPs are a company’s commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts held in California, not just those with the State. A DVBE BUP does not qualify a firm for a DVBE incentive. Bidders with a BUP, must submit a Bidders Declaration (GSPD-05-105) to confirm the DVBE participation for an element of work on this solicitation in order to claim a DVBE incentive(s).

THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:

Awarding Department: Contact the department’s contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. You may also contact the department’s SB/DVBE Advocate for assistance.

Other State and Federal Agencies, and Local Organizations:

STATE: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at www.eprocure.dgs.ca.gov. To begin your search, click on “SB/DVBE Search.” Search by “Keywords” or “United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: www.eprocure.dgs.ca.gov. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDCHelp@dgs.ca.gov.

FEDERAL: Search the U.S. Small Business Administration’s (SBA) Central Contractor Registration (CCR) on-line database at www.ccr.gov/ to identify potential DVBEs and click on the “Dynamic Small Business Search” button. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the “help” button for detailed instructions. Remember to verify each firm’s status as a California certified DVBE.

LOCAL: Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to www.pd.dgs.ca.gov/smbus and select: [DVBE Local Contacts](#) (New 02/09) (pdf).

RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to:

<http://www.pd.dgs.ca.gov/smbus/advocate.htm>.

The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to www.pd.dgs.ca.gov/smbus and select:

- [DVBE Trade Paper Listing](#) (New 02/09) (pdf)
- [DVBE Focus Paper Listing](#) (New 02/09) (pdf)

U.S. Small Business Administration (SBA):
Use the Central Contractor Registration (CCR) on-line database.
Internet contact only –Database: www.ccr.gov/.

FOR:

Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification.)

Local Organizations: Go to www.pd.dgs.ca.gov/smbus and select:
[DVBE Local Contacts](#) (New 02/09) (pdf)

FOR:

List of potential DVBE subcontractors

DGS-PD EProcurement
Website: www.eprocure.dgs.ca.gov
Phone: (916)375-2000
Email: eprocure@dgs.ca.gov

FOR:

- SB/DVBE Search
- CSCR Ads
- Click on Training tab to Access eProcurement Training Modules including: Small Business (SB)/DVBE Search

DGS-PD Office of Small Business and DVBE Services (OSDS)
707 Third Street, Room 1-400, West Sacramento, CA 95605
Website: www.pd.dgs.ca.gov/smbus
OSDS Receptionist, 8 am-5 pm: (916) 375-4940
PD Receptionist, 8 am-5 pm: (800) 559-5529
Fax: (916) 375-4950
Email: osdchelp@dgs.ca.gov

FOR:

- Directory of California-Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns
- General DVBE Program Info.
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

DGS PD 843 (Rev. 9/2019)

Formerly STD. 843

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: _____ DVBE Ref. Number: _____

Description (materials/supplies/services/equipment proposed): _____

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____

(FOR STATE USE ONLY)

SECTION 2**APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.**

- ☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.
- ☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). *(Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Owner/Manager) (Signature of DV Owner/ Manager) (Date Signed)_____
(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)Firm/Principal for whom the DVBE is acting as a broker or agent: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3**APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.**

- ☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.
- ☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2*, subsections (c) and (g). *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

(Printed Name) (Signature) (Date Signed)_____
(Address of Owner) (Telephone) (Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Manager) (Signature of DV Manager) (Date Signed)

Page ____ of ____

DVBE Bid Incentive Request and Acknowledgement

Name of Prime Contractor:	CDCR IFB or RFP Number:
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Completion of this document confirms DVBE BID Incentive request and acknowledges that the firm named below agreed to be identified by a bidding firm as a proposed DVBE subcontractor or supplier for a CDCR agreement. Unless otherwise stated, the DVBE incentive shall be equal to a bidder's DVBE participation level. Unless otherwise stated, the DVBE Bid Incentive is subject to a minimum of 3 percent and a maximum of 5 percent during the bid evaluation process. Each named DVBE must have an application on file with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Certification Services (OSDS) by 5:00 p.m. on the day bids are due. If the DVBE is a subcontractor, then they must acknowledge their participation as claimed herein via the DVBE Subcontractor/Supplier Acknowledgement below:

Subcontractor/Supplier Acknowledgement

Subcontractor acknowledgements:

- A. The subcontracting firm named herein has committed to perform or provide services/labor or supplies equal to a percentage of the total bid/cost proposal price submitted by the bidding firm named above.
- B. The subcontracting firm named herein acknowledges the total dollar value of claimed participation identified above.
- C. The subcontracting firm named herein agrees to provide the following subcontracted services/labor or supplies under the resulting contract if the bidding firm named above receives the contract award:

Provide a brief description in the box below of the commercially useful function(s) that the subcontractor/supplier identified herein will provide or supply. Attach additional page(s) if necessary.

I

The subcontracting firm named herein understands it is its sole responsibility to contact the bidding firm named above to learn if the Proposer was awarded the contract pursuant to the referenced bid number and to confirm its subcontract agreement. If the bidding firm named above receives an award based in part on the DVBE incentive, the bidding firm/contractor is obligated to use each DVBE subcontractor or supplier identified in its proposal unless a subcontractor substitution is requested after contract execution pursuant to Public Contract Code Section 4107 and Title 2 California Code of Regulations Section 1896.10.

The person signing below certifies the information supplied on this form is true and accurate to the best of their knowledge and agrees to allow the State to confirm this information, if deemed necessary.

Total Dollar Value of DVBE Subcontractor Use:	Total DVBE Percentage:	DVBE Certification #:	DVBE Certification Expiration Date:
Name of Proposed DVBE Subcontractor/Supplier:		Date Signed:	
Street Address:	City:	State:	Zip Code:
Telephone Number: ()	DVBE E-mail Address (if applicable):	DVBE Federal Employer ID (FEIN) #:	
Printed/Typed Name:	Title:	Signature of Subcontractor/Supplier Representative:	
For State Use Only Information Verified by:		Date:	