

**ENTERPRISE INFORMATION SERVICES**  
**Office of the Chief Information Officer (OCIO)**  
Information Technology Acquisitions Unit  
1900 Birkmont Drive, Rancho Cordova, CA 95742



**THE STATE OF CALIFORNIA  
DEPARTMENT OF CORRECTIONS AND REHABILITATION**

**INFORMATION TECHNOLOGY SERVICE REQUEST FOR QUOTE**

**RFQ #C5612675**

The California Department of Corrections and Rehabilitation (CDCR) is requesting quotes to assist the Enterprise Information Services (EIS) with Contractor Services, with the goal to provide Supervisory Control and Data Acquisition (SCADA) Water Treatment Plant Maintenance and Repair Services for the California Department of Corrections and Rehabilitation (CDCR) California Institution for Men (CIM). Quotes must comply with the instructions found herein. Failure to comply with any of the requirements may cause the quote to be rejected, and deemed non-responsive. Refer to **Exhibit A**, Statement of Work (SOW), for the required services related to this solicitation.

By submitting a quote, the bidder agrees to the terms and conditions stated in this RFQ and in accordance with the requirements contained within. An authorized Key Action Dates and Times may be adjusted by the State of California (State) as conditions warrant.

The period of performance for this agreement shall be from **May 1, 2025**, or upon CDCR approval, whichever is later, through **April 30, 2028**. Funding is subject to approval of the project funding requests. If it is determined to be in the best interest of the CDCR, the resulting Agreement may be amended to lengthen the term and/or increase the funding consistent with the original Scope of Services.

This original Agreement may not exceed \$200,000.00.

This RFQ does not constitute a commitment by the CDCR to award an Agreement. The CDCR reserves the right to reject any or all quotes received, if the CDCR determines that it is in the CDCR's best interest. The CDCR restricts the responding firms replying to this solicitation to be headquartered, and doing business within the United States only. No foreign or International firms are allowed to respond to this solicitation.

Quotes for this agreement are due to Enterprise Information Services (EIS) by the date and time listed in the Key Action Dates listed in the RFO, **Section B.1**. Bidders shall e-mail (1) copy of their response to the address listed below.

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**Department Contact:**  
California Department of Corrections and Rehabilitation  
EIS - ITCPU  
Attention: Barbara Bassham  
1960 Birkmont Drive,  
Rancho Cordova, CA 95742  
Email: [barbara.bassham@cdcr.ca.gov](mailto:barbara.bassham@cdcr.ca.gov)

## A. GENERAL INFORMATION

### Definitions:

Contractor- A Contractor/Contractor staff is considered to be a staff augmentation that does not offer any consultation services as it relates to the consultation of further purchasing of goods/software or services under any services Contract. A Contractor who does not advise on the procurement or contracting of further services under a services Contract is also not required to submit a Form 700, Statement of Economic Interests. In addition, a Contractor is also called the owner of a company or firm, (services or consulting) and their staff are considered Contractor staff if they do not advise on further procurement or contracting.

This RFQ contains the requirements that interested Contractors (hereinafter also referred to as "bidder") must meet in order to submit a responsive bid. It provides information regarding the format in which bids must be submitted, the material to be included, the requirements that must be met to be eligible for consideration, and the Contractors responsibilities.

Bids submitted in response to this RFQ must contain all data/information requested and must conform to the format prescribed. It is the Contractors responsibility to provide all required data and other information deemed necessary for the CDCR's Evaluation Team to determine and verify the Contractors ability to perform the tasks and activities defined in **Exhibit A**, SOW. Bids may be disqualified if they fail to respond completely to RFQ requirements and subsequent Addenda. Only one (1) Contractor will be awarded the resulting Agreement.

### 1. Key Action Dates

Contractors are advised of the dates and times shown below and are expected to adhere to them. The CDCR may modify any part of the RFQ, prior to the date bids are due, by issuance of one (1) or more Addendum. Addendums will be numbered consecutively and posted to Cal eprocure alongside the original RFQ advertisement. Interested bidders may submit questions and/or requests for clarification, via e-mail on or before the date and time listed in the table below, to: [barbara.bassham@cdcr.ca.gov](mailto:barbara.bassham@cdcr.ca.gov). The CDCR's responses to bidder questions that provide new or additional information will be provided to all bidders via an Addendum, and sent to all potential bidders.

Event	Date	Time
RFQ Release date	4/7/2025	2:00 PM
RFQ Questions Due	4/10/2025	4:00 PM
RFQ Response to Questions	4/11/2025	4:00 PM

RFQ Solicitation Due Date	4/21/2025	2:00 PM
RFQ Evaluations*	4/22/2025	
Intent to Award (5-Day Period)*	4/23-4/29/2025	
Award of Agreement (Proposed)*	4/30/2025	
Proposed Agreement Start Date*	5/1/2025	

\*Dates subject to change

The CDCR will not consider bids submitted by fax. The CDCR reserves the right to reject all bids and reissue this RFQ.

## 2. Period of Performance

The period of performance for this Agreement shall be from May 1, 2025 or upon final execution of this Agreement by the CDCR, whichever is later, through April 30, 2028 with one (1) optional one (1) year extension, consistent with the original Scope of Services and at the contracted hourly rate as referenced in Exhibit B-1, Rate Sheet, and the dollar amount of the first year amendment shall not exceed the first full fiscal year funds encumbered.

- a. The selected Contractor shall not be authorized to start work under this Agreement until notified by the CDCR. If the Contractor starts performance before final approval (execution) of the Agreement, it shall be considered voluntary on the part of the Contractor and non-compensable by the CDCR.
- b. Any and all Amendments must be in writing and signed by both parties prior to commencement of additional work.

## 3. Admonishment Regarding Follow-On Contracts

Per Public Contract Code (PCC) 10365.5, no person, Contractor or subsidiary thereof, who has been awarded a consulting services contract, or a contract which includes a consulting component, may be awarded a contract for the provision of services, delivery of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any Contractor who contracts with the CDCR to develop and provide formal recommendations for the acquisition of IT products or services is precluded from contracting for any work recommended in the formal recommendation.

## 4. Written Questions

- a. All questions regarding the content of this RFQ must be submitted via email. The CDCR shall be notified immediately if clarification is needed. Consultants

(or Contractors, whichever is applicable) that fail to report a known or suspected problem with the RFQ, or fail to seek clarification, shall submit an bid at their own risk. All questions must be received by the date and time listed in the Key Action Dates. Questions submitted via email after the deadline may be answered at the CDCR's option. At its discretion, the CDCR may contact and inquire to seek clarification of any inquiry received.

- b. When the CDCR has completed its assessment of the questions, all questions and answers will be posted to Cal eprocure alongside the original RFQ advertisement.

What to include in an inquiry:

- a. Contractor's firm name, individual's name submitting the question or inquiry, e-mail address, and RFQ number.
- b. A description of the subject, issue, or discrepancy found.
- c. RFQ section, page number, and/or other information useful in identifying the specific problem or issue in question.
- d. Remedy sought, if any.

## **5. Proprietary Information**

Any documentation submitted which has been marked "Confidential" or "Proprietary" will not be accepted. All documents submitted in response to this RFQ are the property of the CDCR and are subject to review or release to the public under the California Public Records Act (PRA), GC 6250 et seq.

## **6. Cost for Developing Bids**

Costs for developing bids are entirely the responsibility of the Contractor and shall not be chargeable to the CDCR.

## **7. Proposed Staff Availability**

- a. All Contractor shall actively participate in providing technical leadership, expertise, documentation, planning meetings, product demonstrations, and team retrospectives. This includes supporting the CDCR in business analysis to clarify its business needs.
- b. The Contractor shall produce and deliver (as applicable) to the CDCR the following documentation:

- 1) Formal and informal meeting notes.
- 2) Fact-finding notes.
- 3) Working session notes.
- 4) Presentations.
- 5) General communication notes.
- 6) System requirement specifications, use cases, or user stories as directed.
- 7) Technical design documentation/as-built specifications as directed.

## **8. Method of Award**

This evaluation will be based on Request for Quote (RFQ). The CDCR will compare bids submitted in response to this RFQ based on Lowest Cost to the CDCR, which means the bid that best meets, and potentially exceeds, CDCR's requirements at the lowest overall cost wins matrix. If award of an Agreement is made, it will be made on an "All or None" basis in accordance with the RFQ assessment requirements to a responsible Contractor whose bid complies with all the requirements (administrative and technical), terms and conditions of the RFQ, and any Addenda thereto, except for such immaterial defects as may be waived by the State. The Contractor, including all proposed candidates and/or subcontractors, shall be headquartered and doing business within the United States only. No foreign or international firms, including all proposed candidates and/or subcontractors, shall be allowed to respond to this RFQ. In the event of a tiebreaker, the CDCR may use references to determine a winner.

## **B. RESPONSE FORMAT AND REQUIREMENTS**

### **1. Format**

- a. Contractors must submit a bid in a format compatible with the CDCR's standard software applications (i.e., Microsoft [MS] Office). Printed documents must be single-spaced, using a 12 point font. A smaller font may be used for tables. The CDCR's standard software applications include MS Windows XP Professional, MS Office Professional (including Outlook) 2010, Excel 2010, and Project 2010. Contractors are required to submit their response in one (1) complete PDF or Word doc. Multiple documents submitted will be rejected and deemed non-responsive.
- b. The CDCR must receive one (1) copy via email of a bid no later than the date and time specified in the Key Action Dates. Bids not received by the date and time specified in the Key Action Dates may be rejected.

- c. Any copy of the bid emailed must be clearly marked "**RFQ C5612675.**"
- d. For any services, including Consulting services awarded by the CDCR, the maximum amount of Subcontracting shall not exceed 40%. If the amount of Subcontracting exceeds 40%, the responding Contractor must include a letter of explanation which clearly defines the need for further Subcontracting. Any bid submission that is received by the CDCR that indicates more than 40% Subcontracting, as noted on the Bidder Declaration GSPD-05-105, and does not include a letter of explanation, will be deemed non-responsive by the CDCR Administrative Evaluation Team, and subsequently disqualified from further evaluation of this quote. In addition, the CDCR Evaluation Team will be the final determining body that approves any Subcontracting of more than 40% as indicated on the Bidder Declaration form GSPD-05-105, and that is also accompanied by the Contractors letter of explanation.

## 2. Requirements

This RFQ and the Contractor's response will be made part of the CDCR Procurement documents and Contract file. Bids submitted in response to this RFQ must include the following information:

- a. Signed/date Request for Quote - IT Goods/Services - Informal Competitive EIS 4004(C) (all pages)
- b. The Contractor's Small Business and/or Disabled Veteran's Business Enterprise (SB/DVBE) Certification, if applicable. The State will verify SB/DVBE certifications are valid at the time the responses are due. In accordance with GC Section 14837(d) and Military and Veterans Code Section 999, all SB and DVBE contractors, subcontractors, and suppliers that bid on or participate in a State contract, regardless of being an oral or written solicitation, must perform a Commercially Useful Function (CUF). See CUF Policy.
- c. A copy of the Contractor's 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 the business is in good standing with the state, province, or country in which the business is headquartered.
- d. The total number of years the Contractor has been in business performing services as described in **Exhibit A**, SOW.
- e. A statement outlining the Contractor's qualifications as listed in **Exhibit A**, SOW.

- f. A detailed description of the Contractor's approach for completing the activities and tasks identified in **Exhibit A**, SOW, including the functions, roles, and responsibilities of the proposed Candidate(s).
- g. Resumes of each proposed Candidate Resumes must document years of experience in performing the services as described in **Exhibit A**, SOW. Descriptions must include the company/project name and start and end dates that relate to the specific experience of the proposed Candidate(s). Assessment will be based on the breadth, duration, and successful achievement of an individual. The referenced experience must be within the past 10 years and comparable with the needs of this project. References more than 10 years old will be accepted, but references will only be evaluated up to 10 years old.
- h. At least three (3) client references for the Contractor and Contractor staff from prior Agreements similar in size and scope. Complete **Attachment #2**, Customer Reference Form for each reference to include a contact person, phone number, and e-mail address. Reference descriptions must include the department/project name that relates to the experience. The CDCR may contact referenced organizations when reviewing an bid to verify the information provided. A reference must be external to a Contractor's organization and corporate structure.
- i. Completed Rate Sheet **Exhibit B-1**. The rate sheet must be complete, including an authorized signature and price extension (if applicable).

**(Note:** Some attachments as noted below may not be applicable to this type of solicitation, therefore, they may not be included and the CDCR may not list all 13 required or optional Attachments.)

- j. Completed Bidder Declaration Form (GSPD-05-105), **Attachment #3**.

All Contractors must complete GSPD-05-105 and include it with the bid response. When completing the declaration, Contractors must identify all subcontractors proposed for the Agreement. The Contractor awarded the resulting Agreement is contractually obligated to use the subcontractors for the corresponding work identified, unless the CDCR agrees to a substitution incorporated by an amendment to the Agreement.

- k. Completed Payee Data Record (STD 204) and Supplemental Payee Data Record (STD 205), **Attachment #4**.
- l. Completed Disabled Veteran Business Enterprise Declaration (STD. 843), **Attachment #7**, if applicable.

- m. Completed California Civil Rights Laws Certification, **Attachment #10**
- n. Completed TACPA Preference Request Form (STD. 830), **Attachment #11**, if applicable.
- o. Pursuant to the State of California's General Terms and Conditions GSPD ITGP (2/20/225), Section 22.2, and as also noted in CDCR's Exhibit C, General IT Terms and Conditions, Generative Artificial Intelligence (GenAI) shall be disclosed by any Contactor submitting an offer or quote to the CDCR where GenAI is to be used. Any Contractor responding to an RFO or Request for Quote (RFQ) shall mark "yes" or "no" in the check box as indicated on Exhibit B-1, Rate sheet. By checking "yes" or "no", the Contractor agrees to the terms and conditions of GSPD ITGP as it relates to GenAI.

### **3. Other Requirements**

The Contractors and/or Candidates shall be required to complete the following prior to award. **Do not submit the following with a bid response.**

- a. Confidentiality Statement and Non-Disclosure Agreement **Attachment #6**.
- b. A copy of a Liability Insurance Certificate.

The Contractor must furnish to the CDCR a certificate of insurance stating that there is liability insurance presently in effect for the Contractor of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. The certification of insurance must include the following provisions:

- 1) The insurer will not cancel the insured's coverage without thirty (30) calendar days' prior written notice to the CDCR.
- 2) The State of California/CDCR is included as additional insured.
- c. Proof of Workers Compensation Insurance.

The Contractor shall furnish to the CDCR a certificate of insurance stating that there is Workers' Compensation insurance on all employees engaged in the performance of this contract. The certificate of insurance must include the provision that the insurer will not cancel the insured's coverage without thirty (30) calendar days' prior written notice to the CDCR.

- d. Additional Insurance Requirements (if applicable)

Refer to **Exhibit D** – CDCR Special Provisions.

## **C. ASSESSMENT AND SELECTION PROCESS**

1. All bids will be reviewed for being Responsive and Responsible (R&R) as defined in the State Contracting Manual, Volume 2, Section 1404.2, to the requirements of this RFQ. Incomplete bids will not be considered. If a response is missing required information, it will be deemed non-responsive. The CDCR may, at its discretion, determine if a response is either non-responsive or non-responsible. Bids will be assessed based solely upon the information presented in the written response.
  - a. Completeness of a bid and adherence to all Response Requirements of this RFQ.
  - b. Qualifications of the proposed Candidates as listed in the Statement of Work (SOW), Scope of Work section N, and Minimum or Mandatory qualifications. These qualifications are in addition Section “d” listed below.
  - c. Rate Sheet – **Exhibit B-1**.
  - d. Compliance with all Mandatory Qualifications and Desirable Qualifications (if applicable, as listed below).

The CDCR intends to Contract with a Contractor that proposes two (2) Candidate for each CDCR Classification Title listed in the SOW who has the required skill sets indicated. If the Contractor proposed more than one candidate for each position/classification, the hours and time will be split between the staff members classification and cannot exceed the approved budget as noted in this Agreement. Contractor staff, who have been involved with projects/programs that meet these skill sets, but who do not propose candidates with the required experience and required skill sets listed in the SOW, will not be considered for award. Each individual Candidate must meet qualifications for the respective classification/job title under which they are submitted. All references will be contacted for verification.

### **3. Administrative Requirements (100 % Pass/Fail)**

The Assessment Team will review the bids to determine whether all Administrative Requirements were provided. Administrative Requirements will be assessed as 100% pass or fail. Responsiveness to the requirements in this RFQ will be either given a “pass” (e.g., complied with requirement, completed and returned document) or “fail” (e.g., did not comply with requirement, did not complete or

return document). Only those bids that receive a 100% passing approval will proceed to the next step, cost evaluation. Administrative requirements shall include:

Item	Administrative Requirements	Score
a.	Cover letter typed on Contractor's company letterhead and signed by an authorized officer of the company who has legal and binding authority.	Pass/Fail
b.	Company name, mailing address, and telephone number.	Pass/Fail
c.	Name, telephone number, and email address of the Contractor's contact person.	Pass/Fail
d.	Date of the submitted bid.	Pass/Fail
f.	Contractor's SB/DVBE Certification, if applicable.	Pass/Fail
g.	A copy of the Contractor's valid California city or county business license (if applicable).	Pass/Fail
h.	Total number of years the Contractor has been in business performing services as described in <b>Exhibit A</b> , SOW.	Pass/Fail
i.	Statement outlining the Contractor's qualifications as listed in <b>Exhibit A</b> , SOW.	Pass/Fail
j.	Detailed description of the Contractor's approach for completing the activities and tasks/deliverables identified in <b>Exhibit A</b> , SOW, including the functions, roles, and responsibilities of the proposed Candidate(s).	Pass/Fail
k.	Resumes of each proposed Candidate. Resumes must document years of experience in performing the services as described in <b>Exhibit A</b> , SOW.	Pass/Fail
l.	At least three (3) references for each proposed Contractor <b>and</b> Candidate, must be reported on <b>Attachment #2</b> , Customer Reference Form. References should be for Agreements of the same complexity and magnitude as proposed in <b>Exhibit A</b> , SOW.	Pass/Fail
m.	Completed Rate Sheet <b>Exhibit B-1</b> . The Contractor <b>must</b> submit one (1) staff member per CDCR Classification/Title. Proposing one staff member for multiple titles cannot exceed 100%, if applicable.	Pass/Fail
n.	Completed Bidder Declaration Form (GSPD-05-105)	Pass/Fail
o.	Completed Supplemental & Payee Data Record (STD 204)	Pass/Fail
p.	Completed PMM Statement- if applicable	Pass/Fail
q.	Signed California Civil Rights Laws Certification-if applicable	Pass/Fail

#### **4. Mandatory Classification Qualifications (Pass/Fail)**

The Assessment Team will review the Classification Qualifications, and determine whether the proposed Contractor candidates meet the experience and/or education requirements for designated job classifications as listed in the SOW Section N. Classification Qualifications shall be assessed on a 100% pass/fail basis. Only those bids that receive a 100% pass score will proceed to the next step, cost evaluation. Contractors must provide substantiation as to how the company and its staff members meet the qualifications listed in the SOW. Contractors must provide substantiation as to how the company and its proposed staff members meet the qualifications listed in the SOW.

#### **5. Interviews** –If requested, will be used in the event of a tiebreaker.

### **D. UNANTICIPATED TASKS**

The CDCR expects that during the Agreement term, legislative and/or program changes may necessitate modifications to this Agreement. Unanticipated Tasks may result in an Amendment, and the Amendment rates are based on the Contractor staff hourly labor rates as identified on Exhibit B-1, Rate Sheet. The agreed upon rates shall be to support Amendments (change requests) to this Agreement.

Unanticipated Tasks are defined as additional work that must be performed, and are generally within the original SOW, but were unforeseen and not identified at the time of bid. Both parties shall agree upon the work that needs to be performed, which shall result in Unanticipated Costs and Tasks as identified on the Work Authorization (WA) form, Exhibit A-1. No work shall be performed in advance of the Contractor's written proposal and the CDCR's approved Amendment of Unanticipated Tasks.

The CDCR limits the budget for unanticipated tasks as to not exceed 10% of the sum of the original Contract, and are in accordance with rates as listed in Exhibit B-1.

1. A WA shall be performed for each item of unanticipated work that is not specified in Exhibit A, SOW. All unanticipated work shall be clearly defined on Exhibit A-1, Work Authorization.
2. Before work can begin, a WA shall be completed by the CDCR Contract Manager (CM), and signed by both the CDCR and the Contractor staff.
3. Each WA shall outline in detail the purpose, objective, goals, and costs.
4. The CDCR may, at any time, order the Contractor to stop work on any WA. The Contractor/Consultant/staff shall be compensated for any and all work performed prior to any work stoppage.

5. The Contractor staff shall inform the CDCR CM if a WA needs to be revised for additional work hours. It is at the discretion of the CDCR CM to accept or reject the request, and the revised WA must be signed by both the CDCR CM and the Contractor.
6. The WA shall not supersede the terms of this Agreement; all terms within this Agreement shall remain in full force.
7. The Contractor staff shall be compensated under the WA by the rates as provided on Exhibit B-1, Rate Sheet.

## **E. WORK AUTHORIZATION AND AMENDMENT LIMITS**

1. Work Authorizations (WA's) shall not exceed 10% of the original Agreement, not including or related to any time and/or money Amendments. WA's must be justified, and be completely separate from any time and/or money Amendment. Once a WA has been approved, it will be added and considered as an Amendment, separate from any time and/or money Amendment.
2. Period of Performance language may indicate that amendment for optional years may be executed. Upon the execution of these optional years, any further Amendments that add either time and/or money shall not exceed 1-year, and with a maximum dollar increase of no more than 20% of the original Agreement
3. Amendments that add either time and/or money shall not exceed 1-year, and with a maximum dollar increase of no more than 20% of the original Agreement, not including WA's. Under Emergency justification, special circumstances, or Legislatively mandated conditions, some agreements may be Amended beyond 1-year and/or 20% of the original Agreement amount, and will be solely at the discretion of the CDCR and/or the CDCR Institution Contract Liaisons. Any Amendment that adds funding will be subject to the CDCR's Delegated Purchasing Authority thresholds.

## **F. EXHIBITS AND ATTACHMENTS**

<b>Exhibit A</b>	Statement of Work
<b>Exhibit A-1</b>	Work Authorization Form - Unanticipated Tasks
<b>Exhibit A-2</b>	Service Report
<b>Exhibit A-3</b>	Equipment List
<b>Exhibit A-4</b>	Change Order

Supervisory Control and Data Acquisition (Scada) Request for Quote #C5612675  
Maintenance And Repair  
Services  
California Department of Corrections and Rehabilitation

Exhibit A-2

- Exhibit B** Budget Detail and Payment Provisions
- Exhibit B-1** Rate Sheet
- Exhibit C** General Provisions for Information Technology
- Exhibit D** CDCR Special Provisions
- Attachment #2** Customer Reference Form
- Attachment #3** Bidder Declaration Form (GSPD 105)
- Attachment #4** Payee Data Record and Supplemental Payee Data (STD 204)
- Attachment #6** Confidentiality and Non-Disclosure Agreement
- Attachment #10** California Civil Rights Laws Certification
- Attachment #12** Disables Veterans Business Enterprise Declarations (STD 843)
- Attachment #13** Target Area Contracting preference Act (TACPA)

REQUEST FOR QUOTATION -  IT GOODS  IT SERVICES

CDCR INFORMATION		
Requestor:  Email:  Phone:	Shipping Address:    	Solicitation Number:  Release Date:  Response Due Date:
Responses must be delivered via email to requestor listed above on or before 2:00 p.m. on the quote response due date.		Delivery is required to be completed within _____ calendar days after receipt of order (ARO).
<b>METHOD OF AWARD:</b> The lowest responsive and responsible bidder meeting all administrative and technical requirements, terms, and conditions of this solicitation will be awarded. For the purposes of this solicitation, requested items shall be awarded based on the option selected below:		
<input type="checkbox"/> All or none – the lowest overall bid price for all items will be awarded.		
<input type="checkbox"/> On the basis of individual items – the lowest bid on each line item will be awarded. The State may accept and award any single line item or combination of line items as specified in this solicitation.		
<b>FREE ON BOARD (F.O.B.):</b> Only bid responses quoting F.O.B. Destination to the ordering organization's receiving point will be accepted. Responsibility and liability for loss or damage for all orders shall remain with the contractor until final inspection and acceptance, when all responsibility shall pass to the ordering organization, except the responsibility for latent defects, fraud, and any warranty obligations. Acceptable freight payment terms shall be defined based on the selected option below (F.O.B terms do not apply to Services):		
<input type="checkbox"/> Only quotes offering Freight Prepaid by the contractor will be accepted. All shipping costs must be included in the price of the goods. Shipping costs may NOT be listed as a separate stand-alone cost.		
<input type="checkbox"/> Quotes offering either Freight Prepaid/ADD or Freight Prepaid by the contractor will be accepted.		
<b>SIGNATURE:</b> <i>Barbara Bassham</i>		<b>DATE:</b> _____
BIDDER INFORMATION		
Contact Name:  Email:  Phone:	Business Name:  Business Address:   	CA Seller's Permit #:  Federal Employer Identification (FEIN) #:  SB/MB/DVBE Cert. # & Exp. Date:
Are you the manufacturer? <input type="checkbox"/> YES <input type="checkbox"/> NO		
Are you a non-Small Business claiming at least 25% Small Business Subcontractor preference? <input type="checkbox"/> YES <input type="checkbox"/> NO		
TERMS & CONDITIONS		
<b>The following Department of General Services Procurement Division, Information Technology – General Provisions apply.</b> <u>Refer to <a href="https://www.dgs.ca.gov/PD">https://www.dgs.ca.gov/PD</a></u>		
<input type="checkbox"/> Non-Cloud Goods & Services – DGS PD 403-ITGP (Non-Cloud) <input type="checkbox"/> Cloud Computing Services – DGS PD 402-ITGP (Cloud)		
GENAI CERTIFICATION		
Bidder must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) 4986.2. <b>WILL YOU AND/OR YOUR SUBCONTRACTOR(S) BE USING OR OFFERING GENAI TECHNOLOGY, MODEL, SERVICE, OR SYSTEM (COLLECTIVELY, "PRODUCT")?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>SIGNATURE:</b> _____		<b>DATE:</b> _____

**GENAI DISCLOSURE OBLIGATIONS:** The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI, while balancing the risks of these 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. 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.

**DELIVERY:** Final delivery, inspection, and acceptance shall be at the location(s) described herein.

**ADVANCED PAYMENT PROHIBITED:** Advanced payment is prohibited, unless for software subscription maintenance and support. This practice shall be limited to a maximum advanced payment of one (1) year.

**PRICES:** Pricing shall be all inclusive. Only the price/charges submitted in the quote response shall be accepted and included in the awarded purchase order.

**NEW EQUIPMENT:** All equipment to be provided in response to a State of California solicitation shall be new and latest model in current production. *USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.*

**LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. A "loss leader" is any article or product sold at less than cost: (a) where the purpose is to induce, promote, or encourage the purchase of other merchandise; or (b) where the effect is a tendency or capacity to mislead or deceive purchasers or prospective purchasers; or (c) where the effect is to divert trade from or otherwise injure competitors.

**BRAND NAMES:** Any reference to brand names and/or model numbers on the Line-Item Cost Worksheet is intended to be descriptive, not restrictive. Bidder may offer equivalent items meeting the same specifications and standards of quality. Any substitutions shall be noted in the comments page following the Line-Item Cost Worksheet.

**SUBSTITUTIONS:** Substitutions for like items may be accepted at the State's discretion if the requested item is not available, and the substitute item is equivalent to or exceeds the standards of the original request. The State reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality required.

**CHANGE ORDERS/AMENDMENTS:** Any purchase order resulting from this quote may be amended, modified (within the scope of the original agreement), or terminated at any time by mutual agreement of the parties in writing. Change orders amending, modifying, or terminating the purchase order, including modifications of compensation payable, may be issued only by the State Procurement Official. All such change orders shall be in writing and issued only upon written concurrence of the contractor.

**BIDDER TERMS & CONDITIONS/QUOTATION ATTACHMENTS PROHIBITED:** Bid responses that reference a bidder's own terms and conditions, legal terms, or provisions that conflict with the State's General Provisions shall be considered non-responsive and will be rejected. The State objects to and will not evaluate or consider any additional terms or conditions submitted by a bidder.

**CALIFORNIA SELLER'S PERMIT:** If applicable, award will be conditional on providing your company's California retailer's seller's permit number or certificate of registration and, if applicable, the permit or certification of all participating affiliates, issued by the California Department of Tax and Fee Administration (CDTFA), pursuant to all requirements as set forth in Section 6487, 7101 and Sections 6452.1, 6487.3, 18510 of the Revenue and Taxation Code, and Section 10295.1 of the Public Contract Code. To expedite the process of verifying the validity of the permit, provide the CDTFA issued seller's permit number on page 1 of this Request for Quote or attach a copy of the permit with your bid response.

**BIDDERS DECLARATION (GSPD-05-105):** All bidders must complete the Bidder Declaration GSPD-05-105 and include it with the bid response. When completing the declaration, bidders must identify all subcontractors proposed for participation in the contract, including equipment manufacturers, equipment distributors, and resellers. A subcontractor is any person, firm, corporation, or organization contracting to perform any part of the prime's contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution, and it is incorporated by amendment to the contract. All certified Small Businesses (SBs) and/or Disabled Veteran Business Enterprises (DVBEs) must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837 (d)(4). At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the required written information as specified may be grounds for bid rejection.

**SUBCONTRACTING:** The maximum amount of subcontracting shall not exceed 40%. If the amount of subcontracting exceeds 40%, the responding bidder must include a letter of explanation clearly defining the need for further subcontracting. Any bid submission that is received by the CDCR that indicates more than 40% subcontracting, as noted on the Bidder Declaration GSPD-05-105, and does not include a letter of explanation, will be deemed non-responsive by the CDCR and subsequently disqualified from further evaluation of this bid.

**DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS (DGS PD 843):** Per the Military and Veterans Code Section 999.2, the DVBE Declarations (DGS PD 843) must be completed and signed by all disabled veteran business owner(s) and disabled veteran business manager(s) when a DVBE contractor or subcontractor will provide materials, supplies, services, or equipment. When applicable, the completed form must be included with the bid response.

**RECYCLED CONTENT PRODUCTS:** State agencies are required to report purchases in many product categories. In order to comply with those requirements, bidders are required to complete and return the attached Postconsumer Recycled-Content Certification form (CalRecycle 74) with their bid response. Failure to complete and return the form may disqualify your bid from consideration. More information is located at: <https://www.calrecycle.ca.gov>

**PAYEE DATA RECORD & CDCR SUPPLEMENT:** The successful bidder *may* be required to submit a Payee Data Record (STD 204) and/or a CDCR Supplement Vendor Payee Data form listing payee information and their Taxpayer Identification Number (if currently not on file with CDCR or if there are business information updates needed).

**CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION:** Pursuant to Public Contract Code Section 2010, a person that submits a bid to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of one hundred thousand dollars (\$100,000.00) or more shall certify, under penalty of perjury, at the time the bid is submitted or the contract is renewed, 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).

**IRAN CONTRACTING ACT VERIFICATION:** Prior to 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 Section 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 Section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iranian Contracting Act, 2010, can be found at: <https://www.dgs.ca.gov>.

**TARGET AREA CONTRACT PREFERENCE ACT (TACPA) PREFERENCE (STD 830):** This solicitation provides for the optional TACPA preference. Bidders are not required to apply for this preference. Denial of the TACPA preference request is not a basis for rejection of the bid. The TACPA workplace and workforce preferences will be evaluated for this solicitation. California-based companies seeking TACPA preferences will need to complete and submit preference request forms with the bid. Visit <https://www.dgs.ca.gov/PD> for required preference request forms and an interactive map to determine if a business is located within a TACPA qualified zone. By submitting TACPA forms, a bidder given a TACPA preference agrees to the TACPA contract provisions required by Government Code Section 4535 and provided in Section 1896.40 of Title 2 of the California Code of Regulations (CCR) in addition to requirements specified on the TACPA form STD 830.

**TOBACCO-FREE ENVIRONMENT:** Pursuant to Penal Code Section 5030.1, the possession or use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of CDCR is prohibited.

**PROHIBITION ON TAX DELINQUENTS:** Persons or companies identified as the largest tax delinquents by the Franchise Tax Board (FTB) or California Tax and Fee Administration (CDTFA) under the authority of Sections 7063 or 19195 of the Revenue and Taxation Code shall be disqualified from the bidding process. PCC Section 10295.4. Contractors included on tax delinquency lists; contracts void and unenforceable; (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.

**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. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine that the 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.

**SB/DVBE CERTIFICATION:** The Department of General Services (DGS) Procurement Division (PD), Office of Small Business and DVBE Services (OSDS) is the State's certifying agency. Suppliers claiming preferences and/or incentives must provide their California Small Business (SB), Micro Business (MB), or Disabled Veteran Business Enterprise (DVBE) certification number on page 1 of this RFQ. Completed certification applications and required support documents must be submitted to the OSDS no later than 5:00 p.m. on the bid due date and the OSDS must be able to approve the application as submitted. SB/Nonprofit Veteran Service Agencies (NVSA's) must possess certification by California prior to the day and time bids are due. Online applications are available at <https://caleprocure.ca.gov>. Questions regarding certification should be directed to the OSDS at OSDSHelp@dgs.ca.gov or (916) 375-4940.

**SMALL BUSINESS PREFERENCE:** Section 14838 et seq. of the California Government code requires that a 5% preference be given to bidders who qualify as a certified small business. If applicable, a bidder can claim the small business preference by providing their small business certification number on page 1 of this RFQ.

**NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE:** A 5% bid preference is available to non-small business claiming 25% California certified small business subcontractor participation. If applicable, claim the preference on page 1 of this RFQ and provide the small business subcontractor information and percentages on the Bidder Declaration (GSPD-05-105) form included in this solicitation packet.

**SMALL BUSINESS NONPROFIT VETERAN SERVICE AGENCIES (SB/NVSA):** SB/NVSA prime bidders meeting requirements specified in the Military and Veterans Code Section 999.50 et seq. and obtaining a California certification as a small business are eligible for the 5% small business preference. If applicable, provide certification number on page 1 of this RFQ.

**DVBE PROGRAM REQUIREMENTS:** The State has established goals for DVBE participation in State contracts. The intent of the DVBE participation requirement and incentive is to encourage DVBE certified suppliers to participate in bidding opportunities, and to encourage non-DVBE firms to seek and include DVBE's as sub-contractors. *For the purposes of this solicitation, the department elects to exempt the DVBE Program Requirements but opts to include the DVBE Incentive.* This solicitation does not include a required minimum DVBE participation percentage or goal.

**DVBE 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 a California certified DVBE participation as identified on the Bidder Declaration, GSPD-05-105, and confirmed by the State. Bidders that fail to submit the required Bidder Declaration to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive. The DVBE incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. 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 net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the DVBE incentive will be California certified small businesses. The following incentive percentages will apply to this solicitation:

Confirmed DVBE Participation of:	DVBE Incentive:
5% or greater	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%

**DVBE SUBCONTRACTING – REPORTING REQUIREMENTS:** Contractor understands and agrees to comply with the requirements set forth in Military and Veterans Code Section 999 et seq. Should award of this contract be based in part on their commitment to use the DVBE subcontractor(s) identified in their bid or offer, per Military and Veterans Code Section 999.5 (g), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by both the awarding department and the DGS prior to the commencement of any work by the proposed subcontractor. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment. 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 Section 999.9; Public Contract Code (PCC) Section 10115.10. Upon completion of this Contract, the department requires the prime contractor to certify information using the Prime Contractor's Certification – DVBE Subcontracting Report (STD 817). If for this Contract, the Contractor made a commitment to achieve the DVBE participation goal by subcontracting to a DVBE, the Department will withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, until the Contractor complies with the certification requirements above. A Contractor that fails to comply with the certification requirement shall, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after 30 calendar days from the date of written cure notice, the prime contractor refuses to comply with the certification requirements, the department shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000. (MVC Section 999.7) A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (MVC Section 999.5(d); Govt. Code Section 14841). Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in Section 999 of the MVC, including, but not limited to, the requirements of Section 999.5(d). (PCC Code Section 10230). DVBE subcontractors will be notified at the time of award that their firm has been listed for participation in an agreement. Upon request, the prime contractor shall also provide proof of payment to the DVBE for subcontractor work.

**RESPONSIVE BID:** A bid that clearly substantiates compliance, without material deviation, with all specifications, requirements, and the terms and conditions of the solicitation. If a bidder has been determined to be non-responsive, the bid shall be rejected.

**RESPONSIBLE BIDDER:** Bidders may be required to submit evidence of their qualifications at such times and under conditions as the State may deem necessary. The question of whether a particular bidder is a responsible bidder may involve an evaluation of the bidder's experience, type of facility, expertise, or financial resources regarding the items requested by the pertinent solicitation. If a bidder has been determined to be non-responsible, the bid shall be rejected.

**BID EVALUATION – TIE BETWEEN BIDDERS:** In the event of a precise tie between bidders, the CDCR procurement official will conduct a coin toss. At least one witness must observe and document the coin toss. Affected bidders will be given the opportunity to attend the tie breaker coin toss. An email notification will be sent to the affected bidders at least 24 hours prior to the coin toss. Note: In the event of a precise tie between two SB suppliers in which one is also a DVBE, the award shall go to the SB that is also a DVBE. [Government Code, Section 14838 (f) and Title 2 CCR, Section 1896.8(f)].

**CONFIDENTIALITY:** During the evaluation of bids received in response to a competitive solicitation and prior to contract award, information relating to bid evaluation is confidential. Any disclosure of confidential information by the bidder during the procurement process is a basis for rejecting the bidder's proposal and finding the bidder ineligible. Total confidentiality during the procurement process is vital to preserve the integrity of the process.

**AWARD OF CONTRACT:** For IT solicitations over \$100,000, award of contract, if made, will be in accordance with the RFQ information on evaluation to a responsible bidder whose bid complies with all the requirements of the RFQ documents and an addenda thereto, except for such immaterial defects as may be waived by the State. Award, if made, will be made within forty-five (45) days after the scheduled date for Contract Award as specified in the RFQ; however, a bidder may extend the offer beyond 45 days in the event of a delay of contract award. Written notification of the State's intent to award will be made to all bidders. If a bidder, having submitted a bid, can show that its bid, instead of the bid selected by the State, should be selected for contract award, the bidder will be allowed five (5) working days to submit a Notice of Intent to Protest, according to the instructions contained in the paragraph titled "Protests" of this RFQ.

**PROTESTS:** For IT solicitations over \$100,000, any bidder's issues regarding solicitation requirements must be resolved (or attempts to resolve them must have been made) *before* a protest may be submitted according to the procedure below. These issues will first be resolved by the contact for the solicitation or if they result in a protest, the protest will be submitted to DGS Procurement Division Deputy Director to hear and resolve issues and whose decision will be final. If a bidder has submitted a bid which it believes to be responsive to the requirements of the RFQ and to be the bid that should have been selected according to the evaluation procedures in the solicitation and the bidder believes the State has incorrectly selected another bidder for award, the bidder may submit a protest of the selection as described below. Protests regarding selection of the "successful bidder" will be heard and resolved by the Victim Compensation and Government Claims Board whose decision will be final. All protests of award must be made in writing, signed by an individual authorized to bind the bidder contractually and financially, and contain a statement of the reason(s) for protest; citing the law, rule, regulation or procedure on which the protest is based. The protester must provide facts and evidence to support the claim. Protests must be mailed or delivered to: Deputy Director, Procurement Division, 707 Third Street, Second Floor South, West Sacramento, CA 95605, Facsimile No.: (916) 375-4611, Email: PDProtest@dgs.ca.gov

All protests to the RFQ or protests concerning the evaluation, recommendation, or other aspects of the selection process must be received by DGS Procurement Division Deputy Director as promptly as possible, but not later than the date indicated in the Notification of Intent to Award. Certified or registered mail must be used unless delivered in person; in which case the protester should obtain a receipt of delivery.

**SOLICITATION ATTACHMENTS:** The following documents are attached or incorporated by reference and are considered part of this solicitation. Visit <http://www.dgs.ca.gov/PD> to view Bidder Instructions and General Provisions. Please read carefully.

- Bidder Instructions (DGS PD 451) (Revised 11/09/2011)
- Department of General Services Procurement Division, Information Technology – General Provisions – Non-Cloud Goods & Services – DGS PD 403-ITGP (Non-Cloud) (Revised and Effective 02/20/2025)
- Department of General Services Procurement Division, Information Technology – General Provisions – Cloud Computing Services – DGS PD 402-ITGP (Cloud) (Revised and Effective 02/20/2025)
- Line-Item Cost Worksheet (Commodity Information/Description/Specifications) (Page 6)
- Bidder Declaration (GSPD-05-105)
- Disabled Veteran Business Enterprise Declarations (DGS PD 843)
- Postconsumer Recycled -Content Certification (CalRecycle 74)
- Payee Data Record (STD 204)
- CDCR Supplement Vendor Payee Data Record Form
- California Civil Rights Laws Certification
- Iran Contracting Act Verification
- TACPA Preference Request Form (STD 830)
- Other: \_\_\_\_\_

**RESPONSE CHECKLIST:** Mandatory Documents - The following checklist identifies the items that must be completed and returned to be evaluated for award: (\*Indicates if applicable)

***Failure to return any item in the above checklist with your bid response may result in your bid being considered non-responsive and may be rejected.***

CDCR Requires	Bidder Fulfilled	Mandatory Document
		Complete signed & dated Request for Quote response [EIS 4004(C) (All Pages)] Seller's Permit Information (or a copy of the CA Seller's Permit) Line-Item Cost Worksheet (or Vendor Quote) Bidder Declaration (GSPD-05-105) Disabled Veteran Business Enterprise Declaration (DGS PD 843)* Postconsumer Recycled -Content Certification (CalRecycle 74)* Payee Data Record (STD 204) and CDCR Supplement Vendor Payee Data Record Form California Civil Rights Laws Certification* Iran Contracting Act Verification* TACPA Preference Request Form (STD 830)*

## STATEMENT OF WORK

### **A. INTRODUCTION**

The California Department of Corrections and Rehabilitation, hereinafter referred to as the “CDCR” or “State”, requires a contractor to provide all material, labor, tools, non-consumable supplies, transportation, travel, per diem, equipment and every other item of expense necessary to provide maintenance and repair services to the Water Treatment Plant (WTP) Computer Supervisory Control and Data Acquisition (SCADA) computer system for the California Institution for Men (CIM), located at 5997 Edison Avenue, Chino, California 91710. Services shall be applicable for the equipment listed in Exhibit A-3, Equipment List.

The terms “shall” and “must” are considered by the CDCR to mean mandatory or required. The terms “may” or “can” are considered to be optional and are at the discretion of the CDCR.

### **B. PERIOD OF PERFORMANCE**

The period of performance for this Agreement shall be from May 1, 2025, or upon final execution of this Agreement by the CDCR, whichever is later, through April 30, 2028, with one (1) optional one (1) year extension, consistent with the original Scope of Services and at the contracted hourly rate as referenced in Exhibit B-1, Rate Sheet, and the dollar amount of the first year amendment shall not exceed the first full fiscal year funds encumbered. The total budget amount cannot exceed \$200,000.00.

### **C. SUBCONTRACTING**

For any services, including Consulting services awarded by the CDCR, the maximum amount of Subcontracting shall not exceed 40%. If the amount of Subcontracting exceeds 40%, the responding Contractor must include a letter of explanation which clearly defines the need for further Subcontracting. Any offer or quote submission that is received by the CDCR that indicates more than 40% Subcontracting, as noted on the Bidder Declaration GSPD-05-105, and does not include a letter of explanation, will be deemed non-responsive by the CDCR Administrative Evaluation Team, and subsequently disqualified from further evaluation of this offer or quote. In addition, the CDCR Evaluation Team will be the final determining body that approves any Subcontracting of more than 40% as indicated on the Bidder Declaration form GSPD-05-105, and that is also accompanied by the Contractors letter of explanation

### **D. SERVICES BASED AGREEMENT**

The Contractor must follow Payment Provisions guidelines regarding invoicing

instructions and requirements as spelled out specifically in Exhibit B – Budget Detail and Payment Provisions.

This Agreement shall be based on Services performed as outlined in Exhibit B-1, and Services shall be completed in their entirety prior to invoicing. All invoicing shall be billed monthly in arrears, in accordance with the Exhibit B-1, Rate Sheet, and payment is defined in Exhibit B, Budget Detail and Payment Provisions.

## **E. CONTRACTOR ONBOARDING – GATE CLEARANCE**

This Agreement explicitly excludes Contractor onboarding procedures. Gate clearance for the Contractor's Service Technicians shall be facilitated and processed by the Institution/Institution Contract Liaison for each service request or site visit. This section applies to any staff replacements or substitutions as well.

## **F. EQUIPMENT**

### **1. Maintenance and inspection scheduled quarterly.**

Services shall be performed biannually during normal business hours 7:00 a.m. to 3:00 p.m., Monday through Friday, State holidays excluded. Contractor shall provide the requested services on the dates specified by the State or within five (5) working days of the specified dates. The State reserves the right to request additional services at Contractor's rate as specified in Exhibit B-1 Rate Sheet or to decrease the scheduled number of services, should equipment be added, or old equipment becomes obsolete. If the Contractor finds any equipment or components that are not in good working order while performing service, the Contractor shall immediately report findings, verbally, to the Institution Contract Liaison or designee. The Contractor shall submit a written report, along with recommended repairs, to the Institution Contract Liaison or designee within twenty-four (24) hours of findings.

### **2. Equipment calibration and upgrades**

All equipment requiring calibration shall be identified by placing inspection stickers on the equipment, showing the date of calibration and/or date of service, and signature of service technician servicing the equipment. The Contractor shall maintain an instrument logbook and upon request provide a calibration certificate signifying that a continuing quality control program is in existence. The Contractor shall provide written estimates for any necessary upgrades to SCADA hardware or software as needed to keep plant in compliance with any applicable regulations. Before performing and completing work, the estimate of costs will be reviewed and approved by the Institution Contract Liaison, and noted on Exhibit A-2, Service Report.

### **3. Equipment List**

The SCADA System includes: all system and application software (as configured, tested and installed), firmware, power supplies, printers, network and ancillary equipment.

The SCADA System includes: all operator workstations, local control panel mounted integrated display computer hardware, system and application software (as configured, tested and installed), firmware, power supplies, network, ancillary equipment, and all data, and other communication cabling.

The SCADA System includes: all existing and new control panels containing Programmable Logic Controller (PLC) based controller hardware, firmware and custom control strategy logic programs (as configured, tested and installed), signal input/output modules, power supplies, network and ancillary panel mounted wiring, equipment and devices

Services shall be applicable for the equipment listed below:

Equipment Description	Qty	Serial Number	Equipment Location
Dell T3500 Machine Interface Unit	1	JQTQPN1	CIM/Water Treatment Plant

The Water treatment Plant has a SCADA computer system and consists of (1) primary SCADA CPU, (1) Back-up SCADA CPU, PLC Cabinet, (1) Uninterruptible Power Supply-SCADA, (1) Uninterruptible Power Supply-PLC Cabinet.

#### **G. QUARTERLY MAINTENANCE, INSPECTION, AND EQUIPMENT CALIBRATION**

The Contractor shall perform the following quarterly services:

1. Scan for Malware, Spyware, and Virus
2. Backup PLC program, data, and clear history
3. Provide and install updates, upgrades, patches, and releases to any software provided for the SCADA system, when available
4. Provide and install updates, upgrades, patches, and releases to any firmware provided for the SCADA system, when available
5. Provide and install updates, upgrades, patches, and releases to any software provided for the CPU Operating System (O/S), when available
6. Checkup/Tune up (registry repair, startup file edits, defragmentation, delete temporary files, etc....)
7. Dust & blowdown primary CPU tower & monitor

8. Correct any immediate SCADA program errors/faults
9. Check all LED indicators (power, battery, PLC components, etc....) for faults
10. Check all communication cables, plugs, sockets, terminal strips, wiring and modules are connected properly
11. Verify proper operation of printer & battery backup power supply (UPS)
12. Make a report of system findings & performance
13. Train the Water Treatment Plant staff of the new updates, upgrades, patches, & releases to the SCADA CPU and the associated programming
14. Replace the motherboard battery, CMOS battery, logic board battery, if required
15. Replace the Uninterruptable Power Supply (UPS) battery (SCADA computer & PLC cabinet), if required
16. Verify proper ventilation fan operation (computer tower, PLC cabinet) and clean filters
17. Look for indications of overheated components in the CPU and on the PLC modules (i.e., distorted, warped, or discolored cases and burnt odors)
18. Verify proper input operating voltage (within tolerance range) for computer, monitor, and PLC cabinet
19. Visit each Remote Telemetry Unit (RTU) & verify proper operation with the SCADA computer system
20. Perform an audit to check each component of the PLC system and determine if parts are satisfactory or need replacement, then create a list of replacement parts needed
21. Install the updates, upgrades, patches, and releases to the software/firmware of the back-up SCADA CPU to match the operating SCADA CPU
22. Make a report of system findings & performance
23. Train the Water Treatment Plant staff of the new updates, upgrades, patches, & releases to the SCADA CPU and the associated programming

All instruments used to calibrate the equipment shall be certified and traceable to the National Institute of Standards Technology.

All equipment requiring calibration shall be identified by placing inspection/calibration sticker on the equipment showing the date of calibration and/or date of service, and signature of service technician servicing the equipment.

#### **H. NON-EMERGENCY REPAIR SERVICE**

The Contractor shall provide unlimited visits for all repair services requested or necessary to keep the equipment fully operational. The Contractor shall invoice all Non-Emergency Repair Services at the Repair Hourly Rate, as specified in Exhibit B-1, Rate Sheet. The Contractor shall replace all parts requiring replacement in accordance with the Parts Replacement, Section herein. The Contractor shall respond to requests and be on-site for non-emergency repair service within three (3) days. Every effort shall be made to perform services during designated business hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, State holidays excluded. The State may, at its discretion, allow access to the equipment during non-business hours when necessary. All non-emergency repair services performed outside of designated business hours must be approved in advance in writing by the Contract Liaison or designee.

The Contractor shall make every attempt to complete repairs the same 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 Contract Liaison immediately.

#### **I. EMERGENCY REPAIR SERVICE**

The Contractor shall provide all necessary emergency repairs upon request from the Contract Liaison or designee. The Contractor shall be on-site to perform repairs within eight (8) hours of telephone notification by the Contract Liaison or designee. The Contractor shall invoice Emergency Repair Services at the Emergency Call Hourly Rate, as specified on Exhibit B-1, Rate Sheet.

All emergency repair services provided shall be completed the same working day, unless the Contractor submits a written notification of delay to the Contract Liaison or designee immediately upon diagnosis of equipment deficiency. All parts requiring replacement shall be replaced in accordance with the Parts Replacement Section, herein.

#### **J. PARTS REPLACEMENT**

The Contractor shall replace all parts that become worn or inoperable, or that otherwise affects the equipment's operability in any way per the Manufacturer's specifications.

The Contractor must notify the Contract Liaison or designee prior to ordering and/or installing parts. A written estimate of the required parts must be submitted in writing to the Contract Liaison or designee and approved before replacement. An actual receipt(s) for part(s) shall be submitted with the Contractor invoice(s) in order for invoice(s) to be paid. Parts replaced by the Contractor under this Agreement shall be new, factory manufactured, or of equivalent quality and shall meet the industry standards and be within normal industry pricing. All parts replaced by the Contractor shall be subject to price verification by the Contract Liaison or designee. The Contractor shall maintain an adequate supply and/or be able to obtain within a reasonable amount of time any necessary replacement parts in order to perform repairs and maintenance in a timely

manner. Consumables and other supply items are hereby excluded. All parts that have been replaced become the property of the State.

**The State will have the option to procure their own part(s) from another source.**

**K. GUARANTEE**

The Contractor shall guarantee all services performed including all replaced parts, for a minimum of 90 days from the date of service performance. If it is determined that failure has occurred due to defective parts or workmanship, the Contractor shall correct the failure at no additional expense to the State. Correction shall occur during designated State business hours upon request for service by the Contract Liaison or designee.

**L. EQUIPMENT REMOVAL**

The Contractor shall endeavor to perform all services required under this Agreement on State premises. In the event that equipment must be removed from State premises for repair, the Contractor must obtain prior approval from the Contract Liaison or designee. The Contractor shall be responsible for pickup and delivery from State premises. Upon completion of the repair, the Contractor shall notify the State to schedule a delivery date and time. Under no circumstances shall equipment removed from State premises be kept by the Contractor longer than five (5) working days, unless prior written permission has been obtained from the Contract Liaison or designee.

Before equipment may be removed from State premises, the Contract Liaison or designee will record the serial numbers of the equipment being removed and inspect the equipment. Upon return of the equipment by the Contractor, the Contract Liaison or designee shall check the serial numbers against those previously recorded and inspect the equipment for acceptability.

**M. EQUIPMENT CHANGES**

The CDCR reserves the right to add or substitute equipment similar to that identified in the Equipment List established at the commencement of this Agreement for equipment that has become obsolete or is taken out of service, as determined by the Institution Contract Liaison or CDCR Designee. Added or substituted equipment and/or services shall be provided at the same rates set forth in the Exhibit B-1, Rate Sheet.

The Contractor shall be notified with an Exhibit A-4, Change Order Letter, of any additions or changes to the equipment and/or services. There shall be no additional charges to CDCR for the addition, substitution, or removal of equipment or change in number of services.

**N. MANDATORY TECHNICIAN AND CONTRACTOR QUALIFICATIONS**

The Contractor shall employ a minimum of two (2) service technicians who have either:

1. Certified factory training on the equipment specified herein. The Contractor must provide the State with proof of the required factory training for each service technician providing service under this Agreement.

**- OR -**

2. Three (3) consecutive years of experience working on water treatment related monitoring equipment and instrumentation, including supervisory control and data acquisition (SCADA) computer systems equivalent to the equipment specified herein. The Contractor shall provide documentation of this instrumentation experience comparable to the equipment listed herein.

The Contractor's service technicians shall possess and maintain throughout the term of this Agreement any current licenses, permits, and/or certifications required. The Contractor shall provide the State with a copy of any valid licenses, permits, and/or certification, if applicable, for each service technician providing services under this Agreement.

The Contractor must provide the State with a minimum of three (3) professional (not personal) references for at least three (3) consecutive years within the last five (5) years of experience in maintaining and repairing the equipment specified, for each service technician providing services under this Agreement. The references must include the following:

1. Technician's name
2. Type of equipment serviced by make and model
3. Dates that services were provided
4. Verification that the service was satisfactory
5. Current telephone number and address of the person giving reference

Only service technicians who meet these requirements shall perform the services.

**Apprentices or trainees are not acceptable.**

## **O. LICENSE REQUIREMENTS**

The Contractor must provide, possess and maintain throughout the term of this Agreement a valid California Contractors State License Board (CSLB) **“C-7” Low Voltage Systems Contractor** specialty license **AND/OR** a **“C-10” Electrical Contractor** specialty license.

If you are a Contractor located within the State of California, a valid business license from the city or county in which you are headquartered is necessary. However, if you are a corporation, a copy of your incorporation documents or letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to include a copy of your business license or incorporation papers from your respective state showing that your company is in good standing in that state.

## **P. DOCUMENTATION REQUIREMENTS**

The Contractor shall submit a written Service Report, Exhibit A-2, or equivalent service report to the Contract Liaison or designee within ten (10) days of completion of the service provided, including all necessary repairs. The report shall include:

1. date of service
2. description of service provided, including replacement of any worn parts
3. condition of equipment (software, firmware, hardware) before & after repairs/service (i.e., satisfactory or unsatisfactory)
4. gauge and meter readings
5. name and signature of the Contractor and/or service technician performing services
6. location of equipment
7. equipment make, model and serial number
8. description of any noted deficiencies and suggested corrective action
9. total labor hours expended
10. Signature of Institution Contract Liaison or CDCR designee certifying indicated services were performed and are acceptable.

If the Contractor finds any equipment or components that are not in good working order while performing services, the Contractor shall immediately report the findings, verbally, to the Contract Liaison or designee.

## **Q. EXCLUSIONS**

Services provided under this Agreement do not include maintenance of accessories, attachments, machines or other devices not specified herein. Also excluded are painting or refinishing of equipment, and the furnishing of supplies, accessories, or devices of any nature, except such items or equipment as may be necessary for the maintenance and repair of the equipment.

This Agreement does not include service, repair or replacement of parts required as a result of accident, neglect, abuse, misuse, alteration of equipment, or other improper operation, including but not limited to operation of equipment outside of its specified environmental conditions.

## **R. WORK SCHEDULE**

The Contractor services shall be performed during the designated business hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, State holidays excluded. The Contractor shall provide the requested services on the dates specified by the State or within three (3) working days of the specified dates, as approved by the Institution Contract Liasson. The State reserves the right to request additional services at the hourly rate as specified in Exhibit B-1, Rate Sheet, or to increase/decrease the scheduled number of services, should equipment be added or old equipment become obsolete.

The Contractor shall ensure, when applicable, that equipment meets the manufacturer's specifications for operation.

## **S. INSPECTIONS**

Inspections will be carried out by the Contract Liaison or designee at various times during the Agreement term to check on the quality of work and determine acceptability of work performed before payment will be approved.

## **T. CONTRACTOR'S RESPONSIBILITIES**

1. The Contractor shall provide maintenance, calibration, inspection and repair services for all SCADA equipment to ensure the SCADA Computer System shall operate safely at all Original Equipment Manufacturer (OEM) specifications.
2. The Contractor services shall include, as applicable, but not limited to cleaning, repairs, adjustment, calibration, alignment, inspection, and operational testing of each piece of SCADA hardware furnishing all necessary supplies, testing equipment, and repair parts for the SCADA Computer System. All parts requiring replacement shall be replaced in accordance with the Parts Replacement section, herein.
3. The Contractor shall supply any updates, upgrades, and releases to any software and firmware provided for the SCADA System as is made available.
4. In addition to routine maintenance, the Contractor shall also provide miscellaneous maintenance services on an "as-needed" basis, which will be reimbursed at the Non-Emergency Repair Hourly Rate, during designated business hours, as specified in Exhibit B-1, Rate Sheet.
5. Provide experienced contract staff with the skill and knowledge appropriate to carry out the services.
6. The Contractor shall provide, to the Institution Contract Liaison, or selected CDCR designee, the name(s) of at least one (1) personnel contact who will act as the

lead/responsible party for the purposes of communication and resolving any issues that may arise during the term of this Agreement.

7. Support the Institution Contract Liaison or CDCR designee with such advice and assistance as may be reasonably requested from the assigned.
8. Assist the Institution Contract Liaison, or CDCR designee, in planning, monitoring, and controlling the activities and deliverables to be carried out by the Contractors' technician.
9. Comply with all applicable CDCR policies.
10. Immediately communicate all issues affecting work, schedule, resources, scope, or cost to the CDCR Institution Contract Liaison or CDCR designee and CDCR Contract Manager.
11. Ensure that equipment meets the manufacturer's specifications for operation.
12. In the event that the CDCR, Institution Contract Liaison or CDCR designee does not feel that the Contractor technicians are sufficiently performing the duties as outlined, the CDCR will have the right to request a replacement. The Contractor will have no more than 30 days to submit a replacement staff that meet the mandatory qualifications as outlined in Section N and they must be able to perform the services and repairs as outlined in Section G as well as pass the onboarding requirements as outlined in Section E
13. If the Contractor cannot find a suitable replacement, the CDCR may elect to cancel this agreement pursuant to Section W, Termination or Contract Modification.

#### **U. CDCR'S RESPONSIBILITIES**

The CDCR shall perform and/or provide the following:

1. Help resolve and escalate any contract issues with this agreement and its services, as necessary.
2. The Institution Contract Liaison, or CDCR designee, will review and approve the work plan for each service before the Contractor staff can commence work.
3. The Institution Contract Liaison, or CDCR designee, will review and approved all work products.
4. The Contract Liaison or designee shall provide a work area for the maintenance and repair services to the SCADA Computer system.
5. The Contract Liaison or designee shall place the WTP in a condition to allow the Contractor to perform the required SCADA Computer services.

## **V. TRAVEL**

No travel expenses are authorized or will be reimbursed.

## **W. TERMINATION OR CONTRACT MODIFICATION**

The CDCR will have the right to terminate or modify this Agreement upon thirty (30) business days advance written notice issued to the Contractor.

## **X. UNANTICIPATED TASKS**

The CDCR expects that during the Agreement term, legislative and/or program changes may necessitate modifications to this Agreement. Unanticipated Tasks may result in an Amendment, and the Amendment rates are based on the Contractor's hourly labor rates as identified on Exhibit B-1, Rate Sheet. The agreed upon rates shall be to support Amendments to this Agreement.

Unanticipated Tasks are defined as additional work that must be performed, and are generally within the original SOW, but were unforeseen and not identified at the time of offer. Both parties shall agree upon the work that needs to be performed, which shall result in Unanticipated Costs and Tasks as identified on the Work Authorization (WA) form, Exhibit A-1. No work shall be performed in advance of the Contractor's written proposal and the CDCR's approved Amendment of Unanticipated Tasks.

The CDCR limits the budget for unanticipated tasks as to not exceed 10% of the sum of the original Contract and are in accordance with rates as listed in Exhibit B-1.

1. A WA shall be performed for each item of unanticipated work that is not specified in Exhibit A, SOW. All unanticipated work shall be clearly defined on Exhibit A-1, Work Authorization.
2. Before work can begin, a WA shall be completed by the CDCR Contract Liaison or designee, and signed by both the CDCR and the Contractor.
3. Each WA shall outline in detail the purpose, objective, goals, and costs.
4. The CDCR may, at any time, order the Contractor to stop work on any WA. The Contractor shall be compensated for any and all work performed prior to any work stoppage.
5. The Contractor shall inform the CDCR Institution Contract Liaison or designee, if a WA needs to be revised for additional work hours. It is at the discretion of the CDCR Contract Liaison or designee, to accept or reject the request, and the revised WA must be signed by both the CDCR Contract Liaison or designee, and the Contractor.
6. The WA shall not supersede the terms of this Agreement; all terms within this Agreement shall remain in full force.

7. The Contractor shall be compensated under the WA by the rates as provided on Exhibit B-1, Rate Sheet.

#### **Y. WORK AUTHORIZATION AND AMENDMENT LIMITS**

1. Work Authorizations (WA's) shall not exceed 10% of the original Agreement, not including or related to any time and/or money Amendments. WA's must be justified and be completely separate from any time and/or money Amendment. Once a WA has been approved, it will be added and considered as an Amendment, separate from any time and/or money Amendment.
2. Period of Performance language may indicate that amendment for optional years may be executed. Upon the execution of these optional years, any further Amendments that add either time and/or money shall not exceed 1-year, and with a maximum dollar increase of no more than 20% of the original Agreement.
3. Under Emergency justification, special circumstances, or legislatively mandated conditions, some agreements may be increased over and beyond a 1-year extension, and/or adding over and beyond 20% of the original Agreement amount. These will be solely at the discretion of the CDCR and/or the IT Procurement Manager. Any Amendment that adds funding will be subject to the CDCR's Delegated Purchasing Authority thresholds.

#### **Z. CDCR CONTACT INFORMATION**

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

##### **INSTITUTION CONTRACT LIAISON – SOW/PERFORMANCE ISSUES**

Jaime Medrano  
California Institution for Men  
Water Plant Sewage and Treatment Supervisor  
Phone: (909) 606-7207

##### **INSTITUTION CONTRACT LIAISON – BILLING/PAYMENT ISSUES**

Sonia Ramos  
California Institution for Men  
Business Services Officer I  
Phone: (909) 606-7074  
Email: Sonia.ramos@cdcr.ca.gov

**CDCR CONTRACT MANAGER**

Alfredo Rosales, IT Specialist I  
California Department of Corrections and Rehabilitation  
Information Technology Contract Management Unit (ITCMU)  
1960 Birkmont Drive, Rancho Cordova, Ca 95742  
alfredo.rosales@cdcr.ca.gov

**CDCR CONTRACT ANALYST**

Barbara Bassham, IT Specialist I  
California Department of Corrections and Rehabilitation  
Information Technology Contract Management Unit (ITCPU)  
1960 Birkmont Drive, Rancho Cordova, CA 95742  
barbara.bassham@cdcr.ca.gov

**CONTRACTOR**

**TBD**

**CONTRACTS AND SALES CONTACT**

**EMAIL ADDRESS:**

**PHONE NUMBER:**

**BILLING AND ACCOUNTING CONTACT**

**EMAIL ADDRESS:**

**PHONE NUMBER:**

**SERVICE REPORT**

Date of Service: \_\_\_\_\_

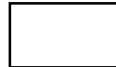
**Type of Maintenance/Inspection**  Monthly  Quarterly  Semi-Annual  Annual

Safety Inspection  Calibration

\_\_\_\_\_ Hours Service Provided (To/From)

Provide explanation on 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 Make \_\_\_\_\_ Model \_\_\_\_\_ Serial Number \_\_\_\_\_

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 Institution Contract Liaison, or designee. Payment will only be made on invoices accompanied by a Service Report signed by the Institution Contract Liaison, or designee.**

Name of Service Technician/Contractor

Authorized Institution Personnel

Print Name Here

Print Name Here

Signature

Date

Signature

Date

EQUIPMENT LIST

LOCATION	EQUIPMENT	QTY	EQUIPMENT DESCRIPTION	DETAILS
Water Treatment Plant (WTP)	SCADA System	1	Machine Interface Unit	Serial #: JQTQPN1



## Change Order

Change Order Number: CR: Date:

Baseline Deliverable/ Configuration Item	Supervisory Control and DATA Acquisition (SCADA) Systems Upgrade		
System(s) Impacted Select the systems or projects that may be impacted by this change.	Systems  <input type="checkbox"/> WTP #1 <input type="checkbox"/> WWTP #2 <input type="checkbox"/> Name #3 <input type="checkbox"/> Other:  Dell T3500 Machine Interface Unit-JQTQPN1	Category of change	Contract Requirements
Proposed Completion Date:	Estimated –		
Contract Amendment Required	<input type="checkbox"/> Yes <input type="checkbox"/> No	Reviewed by Executives?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide date.

### Impact Assessments

Financial (+/-)	Contractor <input type="checkbox"/> Yes <input type="checkbox"/> No State Cost Change <input type="checkbox"/> Yes <input type="checkbox"/> No Other Cost Change <input type="checkbox"/> Yes <input type="checkbox"/> No	Contract Payment Schedule Change <input type="checkbox"/> Yes <input type="checkbox"/> No
Scope	Contractor <input type="checkbox"/> Increase <input type="checkbox"/> Decrease <input type="checkbox"/> No Change State <input type="checkbox"/> Increase <input type="checkbox"/> Decrease <input type="checkbox"/> No Change Other <input type="checkbox"/> Increase <input type="checkbox"/> Decrease <input type="checkbox"/> No Change	
If other describe scope change:		

### Change Specification / Instructions:

Describe the change and how it will be implemented. Include specific instructions.

The California Department of Corrections and Rehabilitation ("CDCR")

Deliverables	Hours	Rate	Amount	Resource/Role
–				
–				
–				
–				
<b>Total</b>				

**Change Order Approval.**

Signing below to approve this Change Order signifies that the reviewer has read the Change Request Statement, Impact Analysis Package, and all the Change Orders related to the source Change Request.

**Contractor Name:**

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

**California Department of Corrections and Rehabilitation**

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

### **BUDGET DETAIL AND PAYMENT PROVISIONS**

#### **A. INVOICING AND PAYMENT**

1. For services satisfactorily rendered, and upon receipt and approval of Contractor's invoices, CDCR agrees to pay the Contractor for services accepted in accordance with Exhibit B-1, Rate Sheet attached hereto and made a part of this Agreement.
2. Invoices shall include the Agreement Number and Purchase Order, and upon completion and acceptance of each service, the Contractor shall bill for, but not more frequently than, monthly in arrears. Monthly in arrears is defined as a calendar month from the first day of the month to the last day of the month, including weekends and holidays. Invoices submitted for billing periods for more than one month per invoice will not be accepted by the CDCR. The Contractor shall invoice per job title and hourly rate, and shall mail or email invoices to:

California Department of Corrections and Rehabilitation  
Headquarters Accounting Services Section  
Attention: Contracts Accounts Payable  
P.O. Box 187018, Sacramento, CA 95818-7018  
[APA.Invoices@cdcr.ca.gov](mailto:APA.Invoices@cdcr.ca.gov)

3. Each invoice shall identify the service, by either title or service including month or week, the cost as itemized in Exhibit B-1, and the Contract number. Each invoice shall clearly identify the staff hourly rate, or service rate. Invoices not adhering to these guidelines may be rejected, or delayed in payment until corrected by the Contractor. Invoices shall be on the Contractor's letterhead, include the Contractor's name, the CDCR Agreement number, and the invoice total.
4. Invoices are submitted to the address identified above. Concurrently, an electronic copy of the invoice shall be submitted to all of the names listed below:

The designee assigned to receive the electronic copy of the invoice will be:

California Department of Corrections and Rehabilitation

Program Manager:  
Name: Sonia Ramos  
E-mail: [sonia.ramos@cdcr.ca.gov](mailto:sonia.ramos@cdcr.ca.gov)

Contract Manager:

Name: Alfredo Rosales

E-mail: [m\\_cdcreisitcontractmanagement@cdcr.ca.gov](mailto:m_cdcreisitcontractmanagement@cdcr.ca.gov).

## **B. BUDGET CONTINGENCY CLAUSE**

1. 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.
2. 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.

## **C. 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.

## **D. SUBCONTRACTORS**

For all Agreements, with the exception of Interagency Agreements and other governmental entities/auxiliaries that are exempt from bidding, 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 or 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.

#### **E. TAXES**

CDCR is exempt from federal excise taxes, and no payment shall be made for personal property taxes levied on the Contractor or on any employee wages. The hourly rate shall include all applicable taxes.

#### **F. TRAVEL**

Travel expenses are allowed only per the detail in the SOW and Exhibit B-1.

#### **G. OVERTIME AND VACATION**

Overtime and vacation for Consultants and/or Trainers are not reimbursed.

#### **H. BILLING FOR SERVICES RENDERED**

CDCR Institution Contract Liaisons will be responsible for approving payment based on CDCR receipt and approval of invoices. All tasks shall be submitted for approval to the Institution Contract Liaisons for review and approval. If the deliverables / tasks are not approved, the Contractor will be notified in writing and must take appropriate measures to correct or remedy the reason(s) for rejection.

The Contractor may not invoice CDCR for any costs exceeding the maximum amount identified to complete a specific deliverable / task. Any excess shall be at no cost to CDCR, unless negotiated and preapproved by CDCR where circumstances beyond the control of the Contractor have occurred.

### **EXHIBIT B-1 - RATE SHEET**

As noted on this Exhibit B-1, the Contractor shall bill only for actual services provided at the per hour rate as noted on this Time and Materials agreement. If the total number of hours per service are listed below, those hours cannot exceed the Contractor's total invoiced hours per service description. Any loss of time in and out of the institution gates and sally ports shall be borne by the Contractor.

The Contractor must fill out, in its entirety, **Table #1 - Rates**, and **Table #2 - Staff Names** in order to be considered for a Contract award.

<b>Company Name</b>	
<b>Street Address</b>	
<b>City, State, Zip Code</b>	
<b>Print Name and Title of Authorized Representative</b>	
<b>Signature and Title of Authorized Representative</b>	<b>I Date</b>

I hereby assert that the offer/quote submitted either contains GenAI or not: "yes"  "no"

### **EXHIBIT B-1 - RATE SHEET**

As noted on this Exhibit B-1, the Contractor shall bill only for actual services provided at the per hour rate as noted on this Time and Materials agreement. If the total number of hours per service are listed below, those hours cannot exceed the Contractor's total invoiced hours per service description. Any loss of time in and out of the institution gates and sally ports shall be borne by the Contractor.

The Contractor must fill out, in its entirety, **Table #1 - Rates**, and **Table #2 - Staff Names** in order to be considered for a Contract award.

<b>Company Name</b>	
<b>Street Address</b>	
<b>City, State, Zip Code</b>	
<b>Print Name and Title of Authorized Representative</b>	
<b>Signature and Title of Authorized Representative</b>	<b>I Date</b>

I hereby assert that the offer/quote submitted either contains GenAI or not: "yes"  "no"

### **EXHIBIT B-1 - RATE SHEET**

As noted on this Exhibit B-1, the Contractor shall bill only for actual services provided at the per hour rate as noted on this Time and Materials agreement. If the total number of hours per service are listed below, those hours cannot exceed the Contractor's total invoiced hours per service description. Any loss of time in and out of the institution gates and sally ports shall be borne by the Contractor.

The Contractor must fill out, in its entirety, **Table #1 - Rates**, and **Table #2 - Staff Names** in order to be considered for a Contract award.

<b>Company Name</b>	
<b>Street Address</b>	
<b>City, State, Zip Code</b>	
<b>Print Name and Title of Authorized Representative</b>	
<b>Signature and Title of Authorized Representative</b>	<b>I Date</b>

I hereby assert that the offer/quote submitted either contains GenAI or not: "yes"  "no"

**FY 24/25**

**(5/1/2025-4/30/2026)**

**A. Quarterly Maintenance, Inspection and Equipment Calibration Service**

Equipment Description	Estimate No. of Units	X	Estimated No. of Services	X	Cost per Unit	=	Total
Primary SCADA CPU	1	X	4	X	\$ -	=	\$ -
Back-up SCADA CPU	1	X	4	X	\$ -	=	\$ -
PLC Cabinet	1	X	4	X	\$ -	=	\$ -
Uninterruptible Power Supply - SCADA	1	X	4	X	\$ -	=	\$ -
Uninterruptible Power Supply - PLC Cabinet	2	X	4	X	\$ -	=	\$ -
<b>TOTAL (A)</b>						\$ -	

**B. Repair Services**

HOURLY RATES	Estimated No. of Hours	X	Hourly Rate	=	Total
NON-EMERGENCY REPAIR HOURLY RATE	80	X	\$ -	=	\$ -
EMERGENCY CALL HOURLY RATE	40	X	\$ -	=	\$ -
<b>TOTAL (B)</b>					\$ -

**C. Parts**

Estimate for term of Agreement (including hardware and software)	\$
<b>TOTAL (A+B+C)</b>	\$

**FY 25/26**  
**(5/1/2026-4/30/2027)**

**A. Quarterly Maintenance, Inspection and Equipment Calibration Service**

Equipment Description	Estimate No. of Units	X	Estimated No. of Services	X	Cost per Unit	=	Total
Primary SCADA CPU	1	X	4	X	\$ -	=	\$ -
Back-up SCADA CPU	1	X	4	X	\$ -	=	\$ -
PLC Cabinet	1	X	4	X	\$ -	=	\$ -
Uninterruptible Power Supply - SCADA	1	X	4	X	\$ -	=	\$ -
Uninterruptible Power Supply - PLC Cabinet	2	X	4	X	\$ -	=	\$ -
<b>TOTAL (A)</b>							\$ -

**B. Repair Services**

HOURLY RATES	Estimated No. of Hours	X	Hourly Rate	=	Total
NON-EMERGENCY REPAIR HOURLY RATE	80	X	\$ -	=	\$ -
EMERGENCY CALL HOURLY RATE	40	X	\$ -	=	\$ -
			<b>TOTAL (B)</b>		\$ -

**C. Parts**

<b>Estimate for term of Agreement (including hardware and software)</b>	\$
<b>TOTAL (A+B+C)</b>	\$

**FY 26/27**  
**(5/1/2027-4/30/2028)**

**A. Quarterly Maintenance, Inspection and Equipment Calibration Service**

Equipment Description	Estimate No. of Units	X	Estimated No. of Services	X	Cost per Unit	=	Total
Primary SCADA CPU	1	X	4	X	\$ -	=	\$ -
Back-up SCADA CPU	1	X	4	X	\$ -	=	\$ -
PLC Cabinet	1	X	4	X	\$ -	=	\$ -
Uninterruptible Power Supply - SCADA	1	X	4	X	\$ -	=	\$ -
Uninterruptible Power Supply - PLC Cabinet	2	X	4	X	\$ -	=	\$ -
					<b>TOTAL (A)</b>		\$ -

**B. Repair Services**

HOURLY RATES	Estimated No. of Hours	X	Hourly Rate	=	Total
NON-EMERGENCY REPAIR HOURLY RATE	80	X	\$ -	=	\$ -
EMERGENCY CALL HOURLY RATE	40	X	\$ -	=	\$ -
			<b>TOTAL (B)</b>		\$ -

**C. Parts**

Estimate for term of Agreement (including hardware and software)	\$
<b>TOTAL (A+B+C)</b>	\$

**Optional Year FY 27/28  
 (5/1/2028-4/30/2029)**

**A. Quarterly Maintenance, Inspection and Equipment Calibration Service**

Equipment Description	Estimate No. of Units	X	Estimated No. of Services	X	Cost per Unit	=	Total
Primary SCADA CPU	1	X	4	X	\$ -	=	\$ -
Back-up SCADA CPU	1	X	4	X	\$ -	=	\$ -
PLC Cabinet	1	X	4	X	\$ -	=	\$ -
Uninterruptible Power Supply - SCADA	1	X	4	X	\$ -	=	\$ -
Uninterruptible Power Supply - PLC Cabinet	2	X	4	X	\$ -	=	\$ -
					<b>TOTAL (A)</b>		\$ -

**B. Repair Services**

HOURLY RATES	Estimated No. of Hours	X	Hourly Rate	=	Total
NON-EMERGENCY REPAIR HOURLY RATE	80	X	\$ -	=	\$ -
EMERGENCY CALL HOURLY RATE	40	X	\$ -	=	\$ -
			<b>TOTAL (B)</b>		\$ -

**C. Parts**

Estimate for term of Agreement (including hardware and software)	\$
<b>TOTAL (A+B+C)</b>	\$

**\*Please Note: Optional Year (5/1/2027-4/30/2028) rates are included in evaluation of award\***

**TABLE #2- STAFF NAMES**

\*Table 2 is attached to Exhibit B-1 and is for informational purposes only. It is not part of the rate sheet, and shall not be considered an amendment for any Staff changes. Staff changes shall be noted below and must be signed by an authorized representative of the awarding Contractor.

**\*\*The Contractor may submit staff members for more than one classification, however, the hourly rates listed on the Contractor's invoice must match each of the classifications hourly rates as listed in TABLE #1 - RATES.**

**I hereby authorize the above staff changes to this agreement.**

<b>Print Name and Title of Authorized Representative</b>	
<b>Signature and Title of Authorized Representative</b>	<b>Date</b>

Supervisory Control and Data Acquisition (SCADA)      Request for Quote#C5612675  
Maintenance and Repair Services  
California Department of Corrections and Rehabilitation  
**DGS IT Provisions**      Exhibit C

The following DGS provisions for Information Technology are hereby incorporated by reference and made part of this Agreement as if attached hereto:

**General Services Procurement Division - Information Technology General Provisions  
(Non-Cloud Goods and Services) – GSPD-ITGP (Non-Cloud)  
(Revised and Effective 11/12/2024)**

**\*General Services Procurement Division - Information Technology General Provisions –  
(Cloud Computing Services) – GSPD-ITGP (Cloud) \*if applicable  
(Revised and Effective 11/12/2024)**

[Required Language for Solicitations and Contracts \(ca.gov\)](#)

### **CDCR SPECIAL PROVISIONS**

#### **A. ACCOUNTING PRINCIPLES**

The Contractor shall 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.

#### **B. SUBCONTRACTOR/CONSULTANT INFORMATION**

The Contractor is required to identify all subcontractors and consultants who shall perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the Department of Corrections and Rehabilitation, Enterprise Information Services IT Acquisitions Unit, in writing and within ten (10) working days, of any changes to the subcontractor and/or consultant information.

#### **C. EMPLOYMENT OF EX-OFFENDERS**

1. Contractor cannot and shall not either directly, or on a subcontract basis, employ in connection with this Agreement:
  - a. Ex-Offenders on active parole or probation;
  - b. Ex-Offenders at any time if they are 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
  - c. Any ex-felon in a position which provides direct supervision of parolees.
2. Ex-Offenders who can provide written evidence of having satisfactorily completed parole or probation may be considered for employment by the Contractor subject to the following limitations:
  - a. Contractor shall obtain the prior written approval to employ any such ex-offender from the Authorized Administrator; and
  - b. Any ex-offender whose assigned duties are to 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 of California.

## **D. 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 the 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.

## **E. CONFLICT OF INTEREST**

If this is a Consulting Agreement, the Contractor and its employees shall abide by the provisions of Government Code (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.

### **1. 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 the 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:

- a. The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;
- b. The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
- c. The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would

otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.

2. Current State Employees

- a. 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.
- b. 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.
- c. In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
  - 1) Using an official position for private gain;
  - 2) Giving preferential treatment to any particular person;
  - 3) Losing independence or impartiality;
  - 4) Making a decision outside of official channels; and
  - 5) Affecting adversely the confidence of the public or local officials in the integrity of the program.
  - 6) Officers and employees of the Department shall 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.

3. Former State Employees

- a. For the two (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.
- b. For the twelve (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 twelve (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 inmates or parolees. The Contractor shall not itself employ or offer to employ inmates 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 inmates 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 the 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.

## **F. DISCLOSURE**

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

## **G. 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 employees' access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

## **H. NOTIFICATION OF PERSONNEL CHANGES**

Contractor shall 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 shall recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

## **I. 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 inmate 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:

1. Investigative reports
2. Access to inmates/parolees and the associated staff
3. Access to employee personnel records
4. Information that reasonably necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures.

5. Written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates 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 inmates and/or parolees at the facility and access to inmate 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.

#### **J. NON-ELIGIBLE ALIEN CERTIFICATION**

By signing this Agreement Contractor certifies, under penalty of perjury, that Contractor, if a sole proprietor, is not a nonqualified alien as that term is defined by the United States Code (U.S.C.) Title 8, Chapter 14, Section 1621 et seq.

#### **K. 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.

## **L. ADDITIONAL 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's insurance provider must agree to give at least thirty (30) days prior notice to the State before said expiration date or notice of cancellation. 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 as required herein in effect at all times, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California. The insurance requirements listed herein are to be adhered to by both corporations, and sole proprietors.

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:

### **1. Commercial General Liability**

Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. The policy must include coverage for liabilities arising out of premises operations, independent contractors, products/completed operations, personal & advertising injury and liability assumed under an insured contract. This insurance shall apply separately to each insured

against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

CDCR, State of California, its officers, agents and employees are included as additional insureds, but only with respect to work performed under this contract.

This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractors shall include all subcontractors as insureds under Contractor's insurance or supply evidence of insurance to the State equal to policies, coverage and limits required of Contractor.

The certificate of insurance must include the following provisions:

- a. The insurer will not cancel the insured's coverage without 30 days prior written notice to the State. 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  
Enterprise Information Services  
1960 Birkmont Drive, Rancho Cordova, CA 95742

- b. 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.

## 2. Auto Liability

Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

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.

### 3. Professional Liability

Contractor shall maintain professional liability with a limit not less than \$1,000,000 each claim covering damages caused by a negligent error, act or omission. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this contract is executed or before beginning of Contract work.

### 4. Employee Dishonesty

Employee Dishonesty – Contractor shall maintain crime insurance with a limit no less than \$1,000,000 covering employee dishonesty; forgery and alteration; and theft, disappearance and alteration; and theft, disappearance and destruction. The policy is to name the State as loss payee. The loss payable endorsement is to be provided with the certificate.

## **M. SMALL BUSINESS AND DVBE PARTICIPATION – COMMERCIALLY USEFUL FUNCTION**

This solicitation and any resulting Agreement shall be subject to all requirements as set forth in the following codes: Government Code Sections 14837, 14838.6, 14839, 14842, 14842.5; and 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 suppliers 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.

## **N. JOINT MEDIA ACTIVITIES**

Upon successful implementation, the State may agree to conduct joint media activities, including, but not limited to, White Papers and Case Studies.

***The following provisions (Sections O-V) apply to services provided on departmental and/or institution grounds:***

## **O. BLOOD BORNE PATHOGENS**

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

**P. 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 inmates/parolees shall be required to be examined and tested for 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 inmates/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.

**Q. PRIMARY LAWS, RULES AND REGULATIONS REGARDING CONDUCT AND ASSOCIATION WITH STATE PRISON INMATES 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 inmates who are incarcerated within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates.

By signing this Agreement, the Contractor agrees that if the provisions of the Agreement 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 inmates:

1. 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 inmates 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; California Welfare and Institutions Code (WIC) Section 1712*

2. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, wards, visitors and employees shall be made aware of this.

*SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and 4603; WIC Section 1712*

3. 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, 3288, 4696 and 4697; WIC Section 1712*

4. 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) and 4696; WIC Section 1712*

5. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR 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*

6. Encouraging and/or assisting prison inmates or wards to escape are crimes. 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 inmates 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; CRR, Title 15, Sections 4681 and 4710; WIC Sections 1001.5 and 1152*

7. It is illegal to give or take letters from inmates or wards without the authorization of the Warden. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates or wards.

*SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and 4045; WIC Section 1712*

8. In an emergency situation the visiting program and other program activities may be suspended.

*SOURCE: PC Section 2601; CCR, Title 15, Section 3383*

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

*SOURCE: CCR, Title 15, Section 3171 (b) (3)*

10. Interviews with specific inmates are not permitted. Conspiring with an inmate 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 (3) (W), 3177 and 4700(a)(1)*

## **R. 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 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 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.

## **S. 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.

## **T. PRISON RAPE ELIMINATION POLICY**

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. CDCR shall maintain 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.

As a Contractor with CDCR, you and your staff are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

## **U. GATE CLEARANCE**

Contractor and Contractor's employee(s) and/or subcontractors(s) shall be cleared prior to providing services. The Contractor shall 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 shall 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 shall 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 shall have a valid state driver's license or photo identification card on their person.

## **V. SECURITY REGULATIONS**

1. 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.

2. 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.
3. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor shall 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.
4. Due to security procedures, the Contractor, 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.
5. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
6. Electronic and communicative devices such as pagers, cell phones and cameras/micro-cameras are not permitted on institution grounds.
7. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
8. No picketing is allowed on State property.

## **W. 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.

**ATTACHMENT #2**

**CUSTOMER REFERENCE FORM**

**Bidder/Contractor:**

Make copies of this form, the CDCR requires (3) of your Contractor References (3), as well as (3) of your Consultant references (3). Please fill out **only** this section

<b>Contractor's (Bidder) Name</b>	
<b>Consultant's Name (proposed)</b>	
<b>Contractor's Customer Reference Name</b>	
<b>Contract Number</b>	
<b>Dollar amount of the Contract</b>	
<b>Customer Contact Name and Title</b>	
<b>Phone Number</b>	
<b>Fax Number</b>	
<b>E-Mail Address</b>	

**Rating Guidelines and Description of Rating Scale:**  
**(This section to be filled out by the CDCR)**

<b>Exceptional (5)</b> – Best-in-class performance. Performance met all contract requirements and exceeded several to the reference's benefit. No issues were encountered.
<b>Very Good (4)</b> – Performance met all contract requirements and exceeded some to the reference's benefit. There were a few minor issues, which were negligible.
<b>Satisfactory (3)</b> – Performance met contract requirements. There were some minor issues, and corrective actions taken by the Contractor were acceptable.
<b>Marginal (2)</b> – Performance did not meet the contractual requirements. There were issues, some of a serious nature, for which corrective action was only somewhat effective.
<b>Unsatisfactory (1)</b> – Performance did not meet contractual requirements. There were serious issues and the Contractor's corrective actions were ineffective.

Questions	Rating (select one)
1. How would you rate the Bidder's ability to deliver products/services in a timely manner?	N/A ① ② ③ ④ ⑤
2. How would you rate the Bidder's quality of service delivery?	N/A ① ② ③ ④ ⑤
3. How would you rate the Bidder's system testing and documentation?	N/A ① ② ③ ④ ⑤
4. How would you rate the Bidder's Customer Service?	N/A ① ② ③ ④ ⑤
5. How would you rate the Bidder's Performance Support?	N/A ① ② ③ ④ ⑤
6. How would you rate your level of overall satisfaction with the Bidder?	N/A ① ② ③ ④ ⑤
7. In the event no reference checks have been done, the reference check process may be substituted by completing "interviews" with prospective consultants/candidates.	I hereby attest to completing an interview with the prospective consultant/candidate, and approve them to work on this agreement. By signing this, I agree to have the onboarding process begin immediately. X- _____ Name: _____ Date: _____

Additional comments:

Supervisory Control and Data Acquisition (SCADA)

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Maintenance and Repair Services

California Department of Corrections and Rehabilitation (CDCR)

Attachment 3

**ATTACHMENT #3**

**BIDDER DECLARATION\***

<https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf>

\*Referenced by link

Supervisory Control and Data Acquisition (SCADA)  
Maintenance and Repair Services  
Department of Corrections and Rehabilitation

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Attachment #4

**ATTACHMENT #4**

**PAYEE DATA RECORD (STD 204)\***

<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

\*Referenced by link

**ATTACHMENT #6**

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

I certify that I shall hold in confidence all discussions, bids, proposals, correspondence, memoranda, working papers, procurement of goods and services, or any other information on any media, which has any bearing on or discloses any aspect of projects within the California Department of Corrections and Rehabilitation's (CDCR) Business Information System (BIS) Project. Based on my involvement with BIS, where applicable, I certify that I have no personal or financial interest and no present employment or activity, which would be incompatible with my participation in the discussions, review and or participation in the procurement process for this procurement and any related procurement thereof.

For the duration of my involvement in this Project, I agree not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is offering, or associated with a business, on the Project.

At all times during and after the process by which the CDCR procures Contractor's services, CDCR's employees, CDCR's prospective bidders, and/or CDCR's Vendors shall keep confidential, and shall not disclose to any third party or use, such confidential information, except in the course of their employment by or contractual relationship with the Department, and for the benefit of CDCR. The parties shall protect CDCR's confidential information using the same degree of care, but no less than a reasonable degree of care, as such party uses to protect his/her/its own confidential information. The parties shall carefully restrict access to CDCR's confidential information, and they may disclose it only to their employees, contractors, and/or other State agencies that have a need to know it and are bound by obligations of confidentiality.

I understand that consultants can be categorized as a public official for purposes of adherence to Conflict of Interest laws and the filing of a Statement of Economic Interests (Form 700). I certify that I have read and understand Conflict of Interest provisions identified in the online document "Ethics Orientation for State Officials" sponsored by the State of California Department of Justice, [Office of the Attorney General and the Fair Political Practices Commission](#).

I certify that I will keep confidential and secure and will not copy, give or otherwise disclose to any other party who has not signed a copy of this confidentiality agreement, all information concerning the planning, processes, development or procedures of the Project and all bids, proposals, correspondence, etc. which I learn in the course of my duties on the Project. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, terms and conditions, any aspect of any supplier's response or potential response to the solicitation, and includes concepts and discussions as well as written or electronic materials. I understand that if I leave this Project before it ends, I must still keep all Project information

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Attachment #6

confidential. I understand that following completion of this project that I must still maintain confidentiality should the Project and/or my organization be subject to follow-on contracting criteria per Public Contract Code §10365.5. I agree to follow any instructions provided related to the Project regarding the confidentiality of Project information.

I fully understand that any unauthorized disclosure I make may be a basis for civil or criminal penalties and/or contract termination. I agree to advise the CDCR IT Acquisitions Unit, immediately in the event that I either learn or have reason to believe that any person who has access to Project confidential information has or intends to disclose that information in violation of this agreement. I also agree that any questions or inquiries from bidders, potential bidders or third parties shall not be answered by me and that I will direct them to the CDCR's IT Acquisitions Unit.

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

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

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

Title \_\_\_\_\_

Organization: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email : \_\_\_\_\_

## **DISABLED VETERANS BUSINESS ENTERPRISE DECLARATIONS**

The following link listed below allows bidders to access the DVBE Declarations statement. This statement is required to be submitted, even if you have no DVBE participation for this Solicitation. If you have no DVBE participation, simply reply on the form "N/A", and include the form with your solicitation reply.

[https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd\\_843.pdf](https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf)

## **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>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</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>	

**ATTACHMENT #11**

**TARGET AREA CONTRACT PREFERENCE ACT (TACPA)**

[STD 830 \(ca.gov\)](#)

\*Referenced by link