

July 2, 2025

**INVITATION FOR BID (IFB)
IFB No. SP16012500
MILK PROCESSING EQUIPMENT MAINTENANCE & REPAIR SERVICES**

Notice to Prospective Contractors

The California Prison Industry Authority (CALPIA) invites you to review and respond to this Invitation for Bid (IFB), entitled **MILK PROCESSING EQUIPMENT MAINTENANCE & REPAIR SERVICES, IFB NO. SP16012500**. In submitting your bid, you must comply with the instructions found herein and the Bidders Instructions REV-524 located on the CALPIA website (www.calpia.ca.gov, select *About* tab and then *Doing Business with CALPIA*).

In the opinion of CALPIA, this IFB is complete and without need of explanation. However, should you have questions, or need clarifying information, please contact the Contract Analyst indicated below.

Due Date/Time: July 16, 2025 by 3:00 PM	
CALPIA Contact	SUBMIT BID TO:
Rommel Disuanco, Contract Analyst Phone: (916) 358-1433 Email: Rommel.Disuanco@calpia.ca.gov	California Prison Industry Authority Attention: Rommel Disuanco, Contract Analyst 560 East Natoma Street Folsom, CA 95630

Please note that no *verbal* information given will be binding upon the CALPIA unless such information is issued in writing as an official addendum to this IFB.

Term: The CALPIA anticipates that the proposed contract term will be for a period of two (2) years with the option to extend for an additional one (1) year.

The contract award will be made on the basis of **BEST VALUE** as determined by CALPIA alone, under statutory authority (Penal Code 2808) considering the following criteria:

1. Cost: Fair, reasonable, and competitive price, and customer service commitments for goods and or services.
2. Performance: Past performance, including but not limited to, quality and/or reliability for the product or service as well as efficient billing practices; certification by the International Organization for Standardization (ISO).
3. Experience: Length of time and/or number of instances the bidder has offered or produced the requested type of product and/or service.

CALPIA may consider other factors deemed necessary to ensure that best value is achieved.

In the interest of achieving best value, CALPIA does not grant Small Business, Disabled Veteran Business Enterprise (DVBE), Target Area Contract Preference Act (TACPA), Local Agency Military Base Recovery Act (LAMBRA), or Enterprise Zone Act (EZA) preferences in evaluating bids. Employment of ex-offenders by the bidder is encouraged by CALPIA as part of our ongoing mission to change lives through opportunities.

Any agreement resulting from this solicitation shall be of no force or effect until it is signed by both parties and approved by CALPIA. The Contractor is not to begin work until a contract has been made, all approvals have been obtained, and the contract has been fully executed. Should work begin before all approvals are obtained, services shall be considered voluntary.

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Attachment 4A: Payee Data Record (STD 204)	2 pages
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Attachment 5: Darfur Certification	1 page
Attachment 6: Experience/Past Performance (References)	1 page
Attachment 7: Contractor Certification Clauses (CCC's)	4 pages
Attachment 8: PREA Volunteer/Contractor Information Sheet	3 pages
Attachment 10: Economic Sanctions Certification	1 page
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Bidder Instructions and Contract Provisions:	
Bidders Instructions REV-524*	10 pages
General Provisions REV-0524*	21 pages
Security Provisions REV-0325*	5 pages
Travel Provisions REV-0324*	2 pages
NOTE: Items shown with an Asterisk (*), are hereby incorporated by reference and are located on our website at the following link http://www.calpia.ca.gov select About tab, then select Doing Business with CALPIA.	

C. Bidder's Submittal Requirements

Experience: Contractor must provide proof of five (5) years of experience with services similar in nature to the services identified in the attached Scope of Work. Experience will be determined by documentation submitted by the Contractor and further information provided by the references submitted under the Past Performance requirement below. Experience is defined as the kind and amount of work a Contractor has done relevant to the work contemplated by this procurement.

Past Performance: Contractor will be evaluated on prior performance through Contractor's references (Attachment 6), on three (3) projects similar in nature within the last three (3) years. Past performance is defined as the Contractor's record of conforming to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and the Contractor's business-like concern for the interest of the customer.

Licenses/Permits: The Contractor shall provide copies of all required license(s) and permit(s) as required by the city, county, or both as determined by bidder's place of business.

Executive Order N-6-22 – Russia Sanctions:

CALPIA requires Bidders to include a completed Economic Sanctions Certification form (BSS-F069) as required by Executive Order N-6-22 in order to be eligible to conduct business with the State of California.

Executive Order N-12-23 – Generative Artificial Intelligence (GenAI):

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

Bidder / Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

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

Upon notification by a Bidder / 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.

Milk Processing Computer Equipment Maintenance & Repair Services

Prevailing Wages: All bids must meet or exceed prevailing wage requirements as governed and defined by the Department of Industrial Relations (DIR) and accessible via the following website: <https://dir.ca.gov/OPRL/DPreWageDetermination.htm>.

Registration with Department of Industrial Relations (DIR): CALPIA requires any contractor or subcontractor responding to a bid with prevailing wage requirements to be registered with the DIR. Bidders shall submit proof of registration with DIR to CALPIA with the bid response. The Bidder shall be responsible to ensure all subcontractors are registered with DIR as well.

D. Bid Evaluation

Award of a contract resulting from this IFB will be based on the contractor providing the best value. The Contractor must meet or exceed the minimum requirements of the following criteria:

Category – Description
Cost
Past Performance
Experience

E. Licenses and Permits

During the term of the contract, the Contractor must maintain all required licenses and/or permits in full force and effect. If and when the State learns that the Contractor has failed to do so, the State may, in addition to any other remedy it may have, immediately terminate this contract without any cost or liability to the State. If, after bid submission, the Contractor replaces or renews a required license or permit or obtains a newly-applicable license or permit, the Contractor shall provide the State with a copy of the renewed or replaced or newly-obtained license or permit within 20 days following the Contractor's receipt of same.

F. Standard Language

CALPIA does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. CALPIA's General Provisions (GP's) are not negotiable.

G. Bid Attachments

Refer to the following pages for additional required attachments that are a part of this IFB.

ATTACHMENT 1

BID DOCUMENT SUBMITTAL CHECK LIST

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items listed below have been included in your bid. Place a check mark or "X" next to each item that you are submitting. For your bid to be responsive, all required attachments must be returned. This checklist should be returned with your bid package.

NAME OF BIDDER: _____

COMPANY NAME: _____

Attachment Name/Description

- _____ Attachment 1: Bid Document Submittal Check List
- _____ Attachment 3: Cost Sheet
- _____ Attachment 4A: Payee Data Record (STD 204) **NOTE: If company is incorporated, Payee's Legal business name on the STD 204 must match the name registered with the Secretary of State of California.**
- _____ Attachment 4B: Payee Data Record Supplement (STD 205) **NOTE: For use if additional remittance addresses are needed or if additional authorized representatives need to be identified.**
- _____ Attachment 5: Darfur Certification
- _____ Attachment 6: Experience/Past Performance (References)
- _____ Attachment 7: Contractor's Certification Clauses
- _____ Attachment 8: PREA Volunteer/Contractor Information Sheet
- _____ Attachment 10: Economic Sanctions Certification
- _____ Attachment 11: California Civil Rights Laws Certification

Additional Items Description (If Applicable)

- _____ Copy of Business License(s) and/or permit(s) as required by the state, city, and/or county (Outlined on Page 5 and 6 in Section C & E)
- _____ Proof of Department of Industrial Relations (DIR) registration

AGREEMENT NUMBER SP16012500
REGISTRATION NUMBER DIR Project #

MILK PROCESSING EQUIPMENT MAINTENANCE & REPAIR SERVICES

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

STATE AGENCY'S NAME

CALIFORNIA PRISON INDUSTRY AUTHORITY

CONTRACTOR'S NAME

2. The term of this Agreement is: XXXX XX, 2025 or upon approval, whichever is the later, through XXXX XX, 2027

3. The maximum amount of this Agreement is: \$ Dollars and No Cents

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

Attachment 2 - Scope of Work and Payment Provisions	7 pages
Attachment 3 - Cost Sheet	2 pages
General Provisions REV-0524*	21 pages
Security Provisions REV-0325*	5 pages
Travel Provisions REV-0324*	2 pages

NOTE: Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached. These documents can be viewed at <http://www.calpia.ca.gov>, (select About tab, then select Doing Business with CALPIA).

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

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

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

California Prison Industry Authority

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

560 East Natoma Street
Folsom, CA 95630

SCOPE OF WORK AND PAYMENT PROVISIONS**I. SCOPE OF WORK**

1. Contractor agrees to provide the California Prison Industry Authority (CALPIA) with maintenance and repair services for its milk processing computer equipment utilized by the CALPIA Dairy Enterprise located at Corcoran State Prison (COR) in Corcoran, California
 - A. The Contractor shall furnish all labor, including travel and per diem, materials, non-consumable supplies, parking fees and bridge tolls, insurance, transportation, equipment and every other item of expense necessary to perform services.
2. The services shall be performed at the CALPIA Milk Processing Enterprise located at:
 - A. California State Prison, Corcoran (COR)
4001 Kind Avenue
Corcoran, CA 93212
 - B. The equipment is located within the inner perimeter of the institution; the Contractor is required to have workers that can obtain and pass security clearance.
 - i. Personal information provided will be used to run a California Law Enforcement Telecommunication System (CLETS) check.
 - ii. Screening will include Department of Motor Vehicle (DMV), wants and warrants, and criminal history.
 - iii. Access to the institution may be denied based on the outcome of the CLETS screening.
3. The services shall be provided during regular business hours from 6:00 AM to 6:00 PM, Sunday through Saturday, except State holidays, or as directed by the CALPIA Project Representative, or designee.
4. Service shall be available not later than the express date set by CALPIA and the Contractor, after all approvals have been obtained, the agreement is fully executed, and a Sage X3 Tracking Number is issued. Should the Contractor fail to commence work at the agreed upon time, the CALPIA, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement effective immediately. In addition, the Contractor shall be liable to the CALPIA for the difference between Contractor's bid price and the actual cost of performing work by another best value contractor.
5. The Project Representatives during the term of this agreement will be:

State Agency:	Contractor:
Section/Unit:	Section/Unit:
Attention:	Attention:
Address:	Address:
Phone:	Phone:
Email:	Email:

Milk Processing Computer Equipment Maintenance and Repair Services

Note: No formal amendment of this agreement is needed to change the contact information. Changes will be made by written or electronic notification.

6. Contractor shall furnish to the CALPIA a certificate of insurance, stating that there is Commercial General Liability, Worker's Compensation, and Automotive Liability. The certificate of insurance shall include the following three (3) provisions in their entirety:
 - A. The insurer will not cancel the insured's coverage without 30 days prior written notice to the State, and will provide the State with a written 10-day notice for Contractor's non-payment of premiums.
 - B. Under Contractor's General Liability and Automobile Liability insurance CALPIA and the State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this contract are concerned.
 - C. The State will not be responsible for any premiums or assessment on the policy.
7. The work being performed under this agreement is subject to prevailing wage rates as governed and defined by the Department of Industrial Relations (DIR) at the following website: <https://dir.ca.gov/OPRL/DPreWageDetermination.htm>.
 - A. Contractor agrees to comply with all applicable provisions of the Labor Code including those provisions requiring the payment of not less than the general prevailing rate of wages.
 - B. Contractor must be registered with the DIR and maintain current registration for the duration of this agreement. Contractor shall be responsible to ensure all subcontractors are registered with the DIR and that their registration is current.
 - C. Contractor shall maintain records of proof that prevailing wage is paid to workers in accordance with DIR reporting requirements.
 - D. Projects of \$30,000.00 or more must meet DIR's apprenticeship requirements.
 - E. Contractor further agrees to penalties and forfeitures provided in the Labor Code in the event a violation of any of the provisions occur in the execution of this agreement.
8. Contractor shall provide the certified technicians capable of performing the following services, including but not limited to:
 - A. Technical support and troubleshooting for 480vac Motor Control Center (MCC) buckets and motors.
 - B. Instrumentation, calibration and service for level, pressure and temperature transmitters, and chart recorders.
 - C. Programming service and support for each of the following:
 - i. Allen-Bradley Small Logic Controller (SLC): SLCTM 500 series controller;
 - ii. Allen-Bradley Compact Logix PLC;

Milk Processing Computer Equipment Maintenance and Repair Services

- iii. PanelView 600 Operator Interface Terminal (OIT);
 - iv. EasyTouch OIT; and
 - v. C-More OIT.
- D. Programming and support for Ignition Supervisory Control and Data Acquisition (SCADA) System Platform.
- E. General troubleshooting of all systems and repairs, as required, in order to facilitate the proper operation of the plant.
- F. Contractor should be familiar with Factory Talk Studio, Allen-Bradley RSLogix 500 and have an understanding of Ethernet IP communications.
- G. Contractor shall provide remote support services. Remote support includes services such as system diagnostics, troubleshooting, configuration assistance, software updates, and general technical support conducted via secure remote access tools.
- H. Contractor shall notify CALPIA in advance of any core services that will be subcontracted, particularly those involving access to our system or sensitive information.
- 1) Subcontracting shall not relieve the contractor of any contractual responsibilities or obligations to CALPIA under this agreement.
- I. In addition to the standard support, consulting services may be requested to address specific business needs, provide expert guidance, or support strategic initiatives. The consulting service may include but are not limited to:
- i. Component review and assessment for product obsolescence.
 - ii. Procurement time for emergency components
 - iii. System analysis
 - iv. Process optimization
 - v. Technology planning
 - vi. Custom solution development & staff training
9. Emergency Repair Services:
- A. Contractor agrees to acknowledge an emergency call from CALPIA within six (6) hours and will respond, on-site, within forty-eight (48) hours, or sooner, of emergency calls when the COR milk processing computer system is malfunctioning.
- i. Contractor will be provided access to a telephone and a computer with internet access for the duration of the service call if needed.

10. Parts:

- A. Parts that become worn or inoperable or otherwise affect the operability of the equipment, in any way, shall be replaced by the Contractor in accordance with the items below:
- i. All replacement parts used in the maintenance and repair of the milk processing computer equipment serviced under this agreement shall be new factory (manufacturer) approved parts.

- ii. Contractor shall submit a written estimate of the required parts to the CALPIA Project Representative, or designee for approval prior to ordering and installation.
- iii. Invoices for approved parts must be separate and shall include applicable sales tax.
- iv. All replacement parts and ordering will be done separate of this agreement on CALPIA Purchase Order (PIA-099) and should reference this agreement number.

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

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

12. Executive Order N-12-23 – Generative Artificial Intelligence (GenAI)

GenAI Technology Use & Reporting

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

13. CALPIA reserves the right to amend the agreement, prior to expiration, in writing on the STD 213A. CALPIA may adjust the terms of the agreement including but not limited to the following:

- A. Term extension up to one (1) year.
- B. Decreasing the amount of the contract’s original value.
- C. Increasing the contract amount by up to 30% of the original value.

14. **PAYMENT PROVISIONS**

1. Invoicing and Payment

Contractor Initial _____

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the CALPIA agrees to compensate the Contractor in accordance with the amount specified in the Cost Sheet, Attachment 3, which is attached hereto and made part of this agreement.
- B. Travel shall be invoiced separately in accordance with the CALPIA approved Travel Provisions REV – 0324 which are incorporated by reference.
- i. All travel for or on behalf of CALPIA shall require written approval by the CALPIA Project Representative or designee in advance.
- ii. Mileage reimbursement will not exceed the rate established by California Department of Human Resources (CalHR) at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.
- iii. Contractor's headquarters, while providing services to CALPIA, shall be:
California State Prison, Corcoran (COR)
4001 King Avenue
Corcoran, CA 93212
- C. Invoices shall be itemized and include the time period covered by the invoice, work completed for the period (detailed statement of services) and number of hours worked (if applicable). Invoices shall include the six-digit Purchase Order (Sage X3) Number and the Agreement Number referenced in the executed contract cover letter. Invoices shall be submitted in triplicate not more frequently than once every 30 days in arrears to:

CALPIA – COR/Dairy
Attention: TBD
Address: 4001 King Avenue
Corcoran, CA 93212

- D. All invoice packages must contain original documents and be legible. Failure to provide original, legible documents will delay payment at Contractor's expense.
- E. Accurate/correct invoice packages must be submitted for review and payment in a timely manner subject to the following:
- i. All invoices, including revised/amended/corrected invoices, must be received by CALPIA within 60 days from the date services were rendered.
- ii. Invoices received by CALPIA more than 60 days after the date services were rendered will be denied, deemed a forfeiture of payment by Contractor, and no payment will be issued.
- a. It is Contractor's responsibility to ensure invoices are received by CALPIA by the deadline. No exceptions will be allowed for invoice packages lost in transit unless supported by documentation that it should have arrived on time (i.e., proof of overnight delivery).

Milk Processing Computer Equipment Maintenance and Repair Services

- b. If a revision/amendment/correction of a timely submitted invoice is requested by CALPIA, payment will not be forfeited if the requested invoice is received more than 60 days after the date services were rendered.
 - iii. All invoices received shall be deemed accurate/correct unless Contractor provides CALPIA with written notice of any error(s) within 60 days from the date services were rendered. Written notice must include a written explanation of the change, a revised/amended/corrected invoice, and supporting documentation.
 - iv. Invoices received by CALPIA on the 60th day from the date services were rendered cannot be revised/amended/corrected by Contractor except at the request of CALPIA.
- F. Contractors unable to provide accurate/correct invoice packages in a timely manner may receive a vendor performance report for failure to meet contract needs. Patterns related to failed vendor performance may result in termination of contract at any time.
- G. Contractor is to provide a monthly report showing billed, paid, and outstanding invoices.

2. Availability of Funds

All financial obligations of CALPIA for the fiscal year(s) encompassed by the term of this agreement are subject to the availability and approval of funding by the Prison Industry Board and/or the presence of sufficient funds to cover those obligations in the fund from which those obligations are to be paid. If such obligations are, or become contingent, on funding by and/or through the CALPIA budget or on the availability of federal funds or on the action of any Legislative body, said obligations are contingent on the appropriation and availability of funds for the purpose of meeting those obligations. If insufficient funds are approved or appropriated or otherwise available in order to meet CALPIA's obligations under this agreement, CALPIA may immediately terminate this agreement.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (a) the date of acceptance of goods or performance of services or (b) receipt of an undisputed invoice, whichever is later.

4. Cash Discounts

CALPIA has a history of taking cash discounts and intends to take advantage of cash discounts offered when they are in the best interest of the CALPIA.

ATTACHMENT 3

COST SHEET

The estimated quantities indicated below will be used solely for computing the cost to determine the best value bidder and is not binding upon the contracting agency. However, the actual costs quoted by the bidder shall be binding for the term of the Agreement. CALPIA is not obligated to purchase any quantity of services from the contractor.

Under no circumstances will the contractor be allowed to use a subcontractor for more than 50% of the contract dollar amount. For all services where a subcontractor is used, the contractor will be required to provide a minimum of 50% of the staffing for the project including project contact person.

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.

Item No.	Item	Details	Quoted Cost
1	Labor Rate Monday - Friday	Straight Time	\$_____/Hour*
		Overtime	\$_____/Hour*
		Double Time	\$_____/Hour*
2	Labor Rate Weekends (Saturdays & Sundays)	Anytime	\$_____/Hour*
3	Labor Rate Holidays	Anytime	\$_____/Hour*
4	Onsite Call-Out Charge		\$_____/Hour*
5	Minimum Hours to be Billed		_____ Hours/Call
6	Travel Time	Monday – Friday (Anytime)	\$_____/Hour*
		Weekends (Anytime)	\$_____/Hour*
		Holidays (Anytime)	\$_____/Hour*
7	Mileage Reimbursement	Per DPA rule 599.631	\$0.70 /Mile**

*Rates meet or exceed prevailing wage requirements as governed and defined by the Department of Industrial Relations (DIR) and accessible via the following website: [General prevailing wage determinations: 2021-1 journeyman determinations \(ca.gov\)](http://www.dir.ca.gov/jour/wage.htm)

**Mileage reimbursement is currently set at \$0.70 per mile and will not exceed the rate established by DPA rule 599.631 and CalHR: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>

All replacement parts and ordering will be done separate of this agreement on a CALPIA Purchase Order (PIA-099) and should reference this agreement number.

See Bidders Instructions Item 26 for complete instructions on offering Cash Discounts.

% Cash discount for payment within _____ days of receipt.

For accounting reporting purposes, please provide the following information: Are you certified with the California Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:

a. California Small Business Micro Business
Yes ☐ No ☐ Yes ☐ No ☐

If yes, enter certification number: _____

Expiration Date: _____

b. Disabled Veteran Business Enterprise
Yes ☐ No ☐

If yes, enter your service code: _____

**NAME OF
BIDDER:**

COMPANY NAME

ADDRESS:

PHONE:

FAX:

EMAIL:

**AUTHORIZED
NAME:**

PLEASE PRINT

**AUTHORIZED
SIGNATURE**

DATE:

TITLE:

ATTACHMENT 4A

Print Form

Reset Form

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE

E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

☐ **SOLE PROPRIETOR / INDIVIDUAL**

☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*

☐ **PARTNERSHIP**

☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)

☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)

☐ **LEGAL** (e.g., attorney services)

☐ **EXEMPT** (e.g., nonprofit)

☐ **ALL OTHERS**

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

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

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

_____ - _____ - _____

OR

Federal Employer Identification Number (FEIN)

_____ - _____ - _____

Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

☐ No services performed in California

☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE

TITLE

E-MAIL ADDRESS

SIGNATURE

DATE

TELEPHONE (include area code)

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE
California Prison Industry Authority (CALPIA)

UNIT/SECTION
Business Services Section (BSS)

MAILING ADDRESS
560 East Natoma Street

FAX
(916) 358-1811

TELEPHONE (include area code)
(916) 358-2755

CITY
Folsom

STATE
CA

ZIP CODE
95630

E-MAIL ADDRESS
bsshelpdesk@calpia.ca.gov

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

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

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

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

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

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

Section 1 – Payee Information

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

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

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

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

Section 2 – Entity Type

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

Section 3 – Tax Identification Number

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

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

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

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

Withholding Services and Compliance Section: 1-888-792-4900
For hearing impaired with TDD, call: 1-800-822-6268

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

Section 5 – Certification

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

Section 6 – Paying State Agency

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

Privacy Statement

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

All questions should be referred to the requesting state agency listed on the bottom front of this form.

Print Form

Reset Form

STATE OF CALIFORNIA – STATE CONTROLLERS OFFICE

PAYEE DATA RECORD SUPPLEMENT

ATTACHMENT 4B

(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.)
STD 205 (New 03/2021)

Payee Information (must match the STD 204)

NAME (Required. Do not leave blank.)

TAX ID NUMBER (Required)

SSN, ITIN, or FEIN that matches Tax ID number provided on STD 204

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME
(If different from above)

- Use the fields below to provide remittance addresses for payee if different from the mailing address on the STD 204.
- **The addresses provided below are for remittance purposes only. 1099 information returns will be sent to the mailing address specified on the STD 204.**

1 REMITTANCE ADDRESS (number, street, apt or suite no.)

CITY

STATE

ZIP CODE

2 REMITTANCE ADDRESS

CITY

STATE

ZIP CODE

3 REMITTANCE ADDRESS

CITY

STATE

ZIP CODE

4 REMITTANCE ADDRESS

CITY

STATE

ZIP CODE

5 REMITTANCE ADDRESS

CITY

STATE

ZIP CODE

Additional Contact Information

Use the fields below to provide additional Authorized Representatives for the Payee if applicable.

1 CONTACT NAME

TELEPHONE (Include area code)

EMAIL

2 CONTACT NAME

TELEPHONE

EMAIL

3 CONTACT NAME

TELEPHONE

EMAIL

Certification

I hereby certify under penalty of perjury that the information provided on this supplemental document is true and correct.

By signing this document, I authorize the State of California to remit payment to the addresses specified on this supplemental form (STD 205) and certify that all persons identified on this form are authorized representatives of this payee. Payments remitted to any of the listed addresses may be reported on 1099 information returns to the tax liable entity identified on the accompanying Payee Data Record - STD 204.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE
(Print or Type name)

TITLE

E-MAIL ADDRESS

SIGNATURE

DATE

TELEPHONE (Include area code)

X

STATE OF CALIFORNIA – STATE CONTROLLERS OFFICE

PAYEE DATA RECORD SUPPLEMENT

(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.)
STD 205 (New 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record Supplement, STD 205. Sign, date, and return to the state agency/department with a completed STD 204. Prompt return of the fully completed forms will prevent delays when processing payments.

Purpose – Completion of this form (STD 205) is optional. Payees may use this form to provide remittance addresses or contact information in addition to the 1099 information return mailing address provided on the STD 204. This form shall only be used in conjunction with the STD 204, and will not be accepted without a STD 204.

Please note: The State of California Government will issue 1099 information returns to the mailing address provided on the most recently dated form STD 204 validated by the Payee. Addresses provided on this form (STD 205) will be used for remittance purposes only. If the payee would like to update the address for receiving 1099 information returns, please complete the STD 204.

Payee Information: The Payee's Tax ID number (TIN) and Name (including any Business, DBA, or Disregarded LLC names) are required. This information is subject to TIN matching via the IRS database for validation. Payee Information provided in this section must clearly match the STD 204. Any discrepancies may result in delays of payment, up to and including denial of the request.

Name – Enter the name of the Payee. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

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

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

Additional Remittance Address Information - Enter the Payee's additional remittance address(s) that are not listed on STD 204. Up to five (5) addresses may be provided on this form. The Payee may provide additional remittance addresses on a second STD 205 form if needed.

Additional Contact Information - Enter the Payee's additional or updated contact information. Up to three contacts may be identified on this form. Payee may provide additional contacts on a second STD 205 if needed.

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of the STD 204 form.

ATTACHMENT 5

DARFUR CONTRACTING ACT CERTIFICATION

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

OPTION #1 – DOMESTIC ONLY

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, initial here and submit with your bid package. (Initial _____)

OPTION #2 - CERTIFICATION

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

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

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

OPTION #3 – WRITTEN PERMISSION FROM DGS

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

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

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

ATTACHMENT 6

EXPERIENCE/PAST PERFORMANCE (REFERENCES)

Submission of this attachment is mandatory. Failure to complete and return this form with your bid will cause your bid to be rejected and deemed non-responsive, unless otherwise instructed in the Bid Submission section.

1. List all references where similar types of services were performed within the last three (3) years. Use additional sheets for complete narrative of services provided. If three references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Value or Cost of Service

Brief Description of Service Provided

REFERENCE 2

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Value or Cost of Service

Brief Description of Service Provided

REFERENCE 3

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone Number

Dates of Service

Value or Cost of Service

Brief Description of Service Provided

ATTACHMENT 7**CONTRACTOR CERTIFICATION CLAUSES**

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

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

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

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

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

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

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

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

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

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION**: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been

issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

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

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

- 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.

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

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

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

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

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

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

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

12. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory

exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

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

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

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

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

ATTACHMENT 8

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

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

Historical Information

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

CDCR Policy

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

CDCR’s policy provides for the following:

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

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

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

Professional Behavior

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

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

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

Preventative Measures

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

The following are ways in which you can help:

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

Detection

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

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

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

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

Volunteer/Contractor Name (Printed)

Date Signed

Signature of Volunteer/Contractor

Current Assignment within Institution

Contact Telephone Number

Supervisor in Current Assignment

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

Duty to Report

You are required to answer the following questions:

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

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

Date: _____ Facility/County Name: _____
--

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

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

Printed	
Signature:	Date

ATTACHMENT 9

APPROPRIATE ATTIRE POLICY

Employees that are not required to wear a state approved uniform shall wear clothing that is conservative, professional and commensurate with their work environment, and does not pose potential injury while in the performance of their duties. All employees including, but not limited to contract employees, registry employees, volunteers, and off duty custody staff are expected to be in appropriate attire while on Institution grounds. Supervisors are responsible for monitoring their areas daily to ensure that employees comply with this directive. Appropriate, progressive discipline may be taken for violations.

The following guidelines are to be applied:

1. Dresses and skirts must reach at the knee or below when standing and worn in a professional and conservative manner.
2. Capri pants must reach below the knee.
3. Sleeveless garments (i.e., dresses and/or shirts) worn in a conservative and professional manner are permitted. However, these garments must be completely covered when worn in the presence of the inmate population (i.e. corridors, medical areas, housing units, etc.).
4. Spaghetti strapped garments (i.e., dresses, tops) are not permitted.
5. Leggings or any other footless style tights (spandex or cotton) worn under a dress, tunic or skirt are not permitted.
6. Any clothing containing emblems, quotes, lettering, or pictures pertaining to and/or depicting sex, politics, profanity, drugs, alcohol, violence, or illegal behavior are not permitted.
7. Shorts, skorts, tube tops, halter tops, pajama pants and/or lounging pants of any style are not permitted.
8. Sweat suits, jogging suits, nylon suits and/or velour suits are not permitted.
9. Any clothing similar to state clothing colors worn by inmates, (blue chambray, blue denim or orange/white worn as a two-piece) is not permitted.
10. Camouflage clothing of any color is not permitted.
11. Clothing that exposes any part of the midriff is not permitted.
12. All white blouses/shirts must be worn with the appropriate camisole or t-shirt underneath. In addition, the appropriate camisole or t-shirt shall be worn to avoid the perception of a plunging neckline.
13. Visible body piercings other than the ear lobes are not permitted (i.e., eyebrow, cheeks, nose, lip, tongue, etc.). Gauge earrings are not permitted.

- 14.Excluded Footwear Styles: strapless or any open-toe style shoe, boot or sandal that exposes more than two (2) toes is not permitted.
- 15.Acceptable Footwear Styles: closed toe or peep-toe style shoes, boot or sandal that exposes less than three (3) toes.
- 16.Employees that change their hair color or who wear colored extensions, hair pieces, or wigs that alters the appearance from their State identification card or driver's license picture must have authorization from the Watch Commander prior to entering the Institution.
- 17.Personal clothing shall not be left unattended at any time and shall be removed from the institution at the end of the employee's shift (i.e., sweaters, jackets, coats, scarves, etc.).
- 18.Safety precautions should be taken into consideration regarding the wearing of ties, scarves, jewelry, and hair ornaments.
- 19.Healthcare Staff: Chambray blue or blue denim scrubs are not permitted. Orange or white scrubs worn as a solid uniform could be viewed as inmate attire; therefore, these colors shall be worn as a solid bottom with a printed top or vice-versa. Scrubs shall only be worn by certified medical classifications. All laboratory coats must be clean, neat and always display the name(s) of provider(s). No laboratory coats shall display drug (pharmacy) logos or any other unacceptable emblems, quotes or pictures.
- 20.Employees will not be allowed entrance into the secure perimeter wearing inappropriate clothing. If a disagreement arises, the Watch Commander will be contacted. Only a manager has the authority to send an employee home to change clothing. Reasonable time will be allowed, and the employee will be docked for the time taken.

ATTACHMENT 10

ECONOMIC SANCTIONS CERTIFICATION

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions against Russia and Russian entities and individuals. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

As a potential vendor, contractor, or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury websites (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions> and <https://home.treasury.gov/news/press-releases/jy0608>). Failure to comply may result in the termination of purchase orders, contracts, or grants, as applicable.

In order to be eligible to submit a bid, proposal, or conduct business with CALPIA, please complete the following certification and return with your bid documents or as otherwise requested.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that the prospective proposer/bidder named below **is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any,** and I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

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

STATE OF CALIFORNIA

CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT

ATTACHMENT 11

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts 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 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.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Executed in the County of	Executed in the State of
Date Executed	