

STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS
AND REHABILITATION
INVITATION FOR BID
BID NO. 6000000850

Date: January 13, 2012

The California Department of Corrections and Rehabilitation (CDCR), Mule Creek State Prison (MCSP), located at: 4001 Highway 104, Lone, CA 95640, hereafter referred to as the State, is inviting responses to this Invitation For Bid (IFB) entitled: **“GROUNDWATER MONITORING AND REPORTING SERVICES”**.

In accordance with the California Government Code and Americans with Disabilities Act, this IFB is available in a text-only format on a compact disc as a disability-related reasonable accommodation.

To discuss how to receive a copy of this IFB in the specified format or to request a different format, please contact the person identified below.

This IFB package contains the following documents (except as otherwise indicated). Please note that you must comply with the requirements contained in **all** of these documents.

- Notice to Prospective Bidders
- Bid Submittal Checklist
- Sample Standard Agreement (STD 213)
- Scope of Work (Exhibit A)
- Field Forms (Attachments 1-4)
- Revised Monitoring and Reporting Program (Exhibit A-1)
- Groundwater Monitoring and Reporting Requirements (Exhibit A-2)
- Mule Creek State Prison Groundwater Sampling and Analysis Plan (SAP) (Exhibit A-3)
- Mule Creek State Prison Wells Map (Exhibit A-4)
- Laboratory Tests and Sample Hold Times (Exhibit A-5)

- Sample Service Report (Exhibit A-6)
- Budget Detail and Payment Provisions (Exhibit B)
- Bid Proposal (Exhibit B-1)
- Rate Sheet (Exhibit B-2)
Electronically downloaded bid package includes an Excel spreadsheet file in addition to the PDF version (for additional information, see Exhibit B-2, first paragraph).
- General Terms and Conditions (Exhibit C)
This document is incorporated in this bid package by reference only and is available on the Internet at <http://www.documents.dgs.ca.gov/ols/GTC-610.doc> . If you do not have Internet access, you may request a hard copy of Exhibit C by contacting the contract analyst listed below.
- Special Terms and Conditions (Exhibit D)
- Standard Contractor Certification Clauses (CCC)
*This document is incorporated in this bid package by reference only and is available on the Internet at <http://www.documents.dgs.ca.gov/ols/CCC-307.doc>. You **MUST** submit an original signed copy with your bid package. If you do not have Internet access, you may request a hard copy of the CCC by contacting the contract analyst listed below.*
- Payee Data Record (STD 204)
- Subcontractor/Consultant List
- Non-Small Business Preference Request and Subcontractor Acknowledgement (OBS 555)
- Darfur Contracting Act (OBS 1500)
- Sample Certificate of Insurance
- DVBE Participation in Exempt Contracts (CDCR 1786)

It is the opinion of the State that this IFB is complete and without need of explanation. However, if any documents are missing, or if you have any questions regarding this IFB, immediately contact the person identified below.

Joe O'Connor
916-255-5656
joseph.o'connor@cdcr.ca.gov
California Relay Service 1-800-735-2929

THE STATE OF CALIFORNIA
Department of Corrections and Rehabilitation

NOTICE TO PROSPECTIVE BIDDERS

GROUNDWATER MONITORING AND REPORTING SERVICES

Bid No. 6000000850

I. PROJECTED TIMETABLE

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

IFB Available to Prospective Bidders	January 13, 2012
Submission of Bid/Bid Opening	February 8, 2012
Anticipated Date for Commencement of Services	July 1, 2012
Termination of Agreement	June 30, 2014

II. BIDDER QUALIFICATIONS AND LICENSING REQUIREMENTS

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

III. BIDDER RESPONSIBILITIES & THE BID PACKAGE

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

All required documents listed in the Bid Submittal Checklist must be included within the sealed bid package. No bid will be considered unless it is made on the California Department of Corrections and Rehabilitation (CDCR) Bid Proposal (Exhibit B-1) and Rate Sheet (Exhibit B-2) and is in conformance with the submission requirements of this IFB. Additionally, an original, signed copy of all pages of the Contractor Certification Clause (CCC) must be submitted to CDCR with the completed bid package. The State reserves the right to request clarification of any documents included with this bid.

The bid must be for the entire activity described herein. The State does not accept alternate contract language from a prospective Contractor. A bid with such language will be considered a counter proposal and will be rejected. Additionally, bids may be rejected if the bid proposal shows any alterations of form, additions not called for, a

conditioned or incomplete bid, or erasures and/or irregularities of any kind. Any bid amounts changed after the amounts are originally inserted **MUST** be initialed in ink by the bidder.

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

IV. **BID SUBMITTAL**

Sealed bids must be received no later than the time and date specified in the Projected Timetable (Section I of these instructions) at the designated address stated below.

MAIL DELIVERY,
HAND DELIVERY, or
OVERNIGHT MAIL: California Department of Corrections and Rehabilitation
Office of Business Services, Contracts Management Branch
Attention: Joe O'Connor
10000 Goethe Road, Suite C-1
Sacramento, CA 95827

Any bid received at the above address after the Submission of Bid date and time specified in the Projected Timetable, Section I, will **NOT** be considered. It is the State's policy to make every effort to ensure that all bids have been received and properly time stamped; however, bidders are ultimately responsible for ensuring timely receipt of their bid. Bidders may verify receipt of their bid by contacting the person identified in the cover letter of this IFB prior to the Public Bid Opening.

Bids that are not properly marked may be disregarded. All completed bids and required documents shall be packaged and submitted in a sealed envelope to the address specified in the section entitled "Bid Submittal". The sealed envelope must be clearly marked "BID FOR EMERGENCY GROUNDWATER MONITORING AND REPORTING SERVICES - AGREEMENT NO. 600000850 Attention: Joe O'Connor - DO NOT OPEN." Failure to do so may result in the premature opening of, or failure to open, your bid.

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

A bidder may modify a bid after its submission by withdrawing the original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.

A bid may be withdrawn from consideration by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. Once opened by the State, the submitted bid is binding and may not be withdrawn without cause.

All documents submitted in response to this IFB will become the property of the State and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

V. LETTERS OF INQUIRY

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

Any letters of inquiry must be submitted in writing to allow CDCR time to research and prepare a response. Submit your letter of inquiry by January 24, 2012 directly to Joe O'Connor, Contracts Management Branch, by any of the following:

Mail: 10000 Goethe Road, Suite C-1
Sacramento, CA 95827

FAX: (916) 255-6187

E-mail: joseph.o'connor@cdcr.ca.gov

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

VI. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM

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

CDCR 1786 (DVBE Participation in Exempt Contracts) is enclosed to assist you in reporting certified DVBE participation levels.

VII. NONRESPONSIBLE BIDDER

If a previous Agreement with a prospective bidder was terminated for cause, the State reserves the right to hold a responsibility hearing before awarding the Agreement to determine if the bidder is responsible. The bid may be rejected if the State deems, at the conclusion of the responsibility hearing, that the bidder is not responsible.

VIII. BASIS FOR AWARD

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

In the event of tie bids, except as provided in Government Code §14838(f), CDCR reserves the right to determine the bidder entitled to the contract award based on the percent of discount specified in Exhibit B-2, if applicable. If not applicable or if there is a discount tie, a coin toss or lot drawing will be used to determine the bidder entitled to the contract award. The coin toss or lot drawing will be officially witnessed and all affected bidders will be advised of the tiebreaker method and invited to attend.

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

IX. PROTEST AWARD

Information regarding the protest of an award may be found by going to www.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm, under Chapter 6: Contract Award Protests.

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

The envelope containing the written protest must clearly state: **"Protest Concerning IFB Number XXXXX for the California Department of Corrections and Rehabilitation"**. Protests **MUST** be filed with:

ORIGINAL	COPY
<p align="center">HAND OR MAIL DELIVERY</p> Department of General Services Office of Legal Services Attn: Protest Coordinator 707 Third Street, 7 th Floor West Sacramento, CA 95605	<p align="center">HAND OR MAIL DELIVERY</p> Department of Corrections and Rehabilitation Office of Business Services Contracts Management Branch 10000 Goethe Road, Suite C-1 Sacramento, CA 95827

X. AGREEMENT EXECUTION

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

The successful bidder shall enter into an Agreement with the State, which will be prepared on a State of California Standard Agreement (STD 213 form, sample attached) and shall include from this IFB Exhibits A, A-1 through A-6, B, B-1, B-2, D.

This Agreement will not include a hard copy of the General Terms and Conditions for Private Contractors (Exhibit C), which is incorporated into the Agreement by reference only on the STD 213. Also not provided is a hard copy of the Contractor Certification Clauses (CCC). Exhibit C and the CCC may be downloaded from the Internet at www.ols.dgs.ca.gov/standard+language and printed for your files. An original, signed copy of all pages of the CCC must be submitted to CDCR. Failure to submit a signed CCC may result in rejection of your bid.

After award, two (2) original Standard Agreements will be forwarded to the Contractor for signature. Upon receipt, the Contractor must sign each Agreement with an original signature and return all Agreements with any required documentation in accordance with the time frame specified in the transmittal letter. In the event the State has not received

the signed Agreements and the required documentation within the specified time frame, the award may be rescinded and awarded to the next lowest responsible bidder.

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

XI. EXTENSION OF TERM

This Agreement may be amended to extend the term, if it is determined to be in the best interest of the State. Upon signing the amendment, Contractor hereby agrees to provide services for the extended period at the rates specified in the original Agreement.

Enclosures

BID SUBMITTAL CHECKLIST
GROUNDWATER MONITORING AND REPORTING SERVICES
Bid Number 600000850

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

A complete bid will consist of the documents identified below.

NOTE TO BIDDER: The company name identified on all documents submitted to the State (e.g., licenses, permits, certifications) must be identical to the company name written on the Bid Proposal (Exhibit B-1). Failure to comply may cause delays in the award or result in the rejection of your bid.

- Bid Submittal Checklist (This document)
- Bid Proposal (Exhibit B-1)
- Rate Sheet (Exhibit B-2)
- Payee Data Record (STD 204)
- Subcontractor/Consultant List (OBS 4002)
- Copy of valid California city or county business license (if applicable) or, if a corporation located within the State of California, incorporation documents or letter from the Secretary of State or, if not a California business, an affidavit that business is in good standing with the state, province, or country in which business is headquartered.
- Proof of factory training or letters of reference for each person providing services under this Agreement.
- Copy of Contractor Certification Clauses (CCC 307)
- Darfur Contracting Act (OBS 1500)
- Non-Small Business Preference Request & Subcontractor Acknowledgment (OBS 555)
- Certificate of Insurance
- DVBE Participation in Exempt Contracts (CDCR 1786)

AGREEMENT NUMBER

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Department of Corrections and Rehabilitation

CONTRACTOR'S NAME

(1) Enter Contractor's Legal Business Name

2. The term of this Agreement is: _____ through _____

3. The maximum amount of this Agreement is: **\$ DO NOT ENTER**

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

Exhibit A – Scope of Work _____ page(s)

Exhibit B – Budget Detail and Payment Provisions _____ page(s)

Exhibit C* – General Terms and Conditions

Exhibit D – Special Terms and Conditions _____ page(s)

* Exhibit C is incorporated by reference as a part of this agreement. It may be viewed at www.ols.dgs.ca.gov/Standard+Language.

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.)

(1) Enter Contractor's Legal Business Name

BY (Authorized Signature)

(original signature here)

PRINTED NAME AND TITLE OF PERSON SIGNING

DATE SIGNED(Do not type)

Enter date signed

ADDRESS

Enter Contractor's Address and Phone Number

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)

PRINTED NAME AND TITLE OF PERSON SIGNING

DATE SIGNED(Do not type)

ADDRESS

California Department of General Services Use Only

Exempt per:

GROUNDWATER MONITORING AND REPORTING SERVICES

1. INTRODUCTION

Contractor shall furnish all labor, including travel and per diem, materials, non-consumable supplies, transportation, equipment, and every other item of expense necessary to perform Groundwater Monitoring and Reporting Services specified herein for the California Department of Corrections and Rehabilitation, Mule Creek State Prison (MCSP), located at 4001 Highway 104, Lone, CA 95640.

2. GROUNDWATER MONITORING AND REPORTING SCHEDULE

Contractor shall perform Groundwater Monitoring and Reporting Services as specified. Dates of service or upon mutually agreed dates will be as provided by the Institution Contract Liaison or designee upon approval of the Agreement. Services shall be performed during designated business hours 7:00 a.m. – 4:00 p.m., Monday through Friday, State holidays excluded.

3. GROUNDWATER MONITORING

Contractor shall collect water samples, quarterly, from ten (10) groundwater monitoring wells at MCSP, and prepare quarterly/annual groundwater monitoring reports for submittal to the Regional Water Quality Control Board. Contractor shall prepare groundwater sampling and monitoring reports in accordance with the Revised Monitoring and Reporting Program No. 5-00-088, dated May 1, 2007 (Exhibit A-1), Groundwater Monitoring & Reporting Requirements (Exhibit A-2), Mule Creek State Prison Groundwater Sampling and Analysis Plan (SAP) (Exhibit A-3), Mule Creek State Prison Wells Map (Exhibit A-4) and Laboratory Tests and Sample Hold Times (Exhibit A-5).

3.1 SITE SPECIFIC SAMPLING PROCEDURES

Contractor shall follow the guidelines presented in the California Environmental Protection Agency (EPA) Guidance Manual for Groundwater Investigations when sampling water for MCSP.

3.2 REQUIRED SAMPLING EQUIPMENT

The following field equipment shall be required for the collection of water quality samples:

1. Five (5) gallon buckets
2. Tool kit with, at a minimum, crescent wrench and large and small screwdrivers
3. Pump controller
4. Disposal bailers (minimum of two (2))
5. Water level meter with engineers tape measure
6. Ice chests with Blue Ice®
7. Field analytical equipment (pH meter, EC meter, thermometer)
8. Sample Bottles
9. Ballpoint pen for field forms and permanent marker pen for labels

10. Field Record Forms as follows:

- Field Form: DAILY FIELD REPORT (Attachment 1)
- Field Form: GROUNDWATER MEASUREMENT FIELD FORM (LOG SHEET) (Attachment 2)
- Field Form: GROUNDWATER MONITORING (1 PER WELL) (Attachment 3)
- Field Form: CHAIN OF CUSTODY (Attachment 4)

- 11. Disposal 45 micron filters for each well
- 12. Sample Containers

3.3 SAMPLING AND LABORATORY ANALYSIS

Contractor shall perform analyses at all groundwater sites are specified in the Laboratory Tests and Sample Hold Times (Exhibit A-5). Site-specific purging and sampling procedures are partially described below. For detailed description see Mule Creek State Prison's SAP (Exhibit A-3).

3.4 SAMPLING, PURGING, AND CHAIN-OF-CUSTODY

STATIC WATER LEVEL MEASUREMENT – Measure depth to static water level with a **clean** interface probe prior to turning on the pump. Prior to use in any well, the parts of the sounding device that contact groundwater will be thoroughly cleaned by washing in a non-phosphate detergent and triple rinsing in de-ionized water, then sterilized using alcohol wipes.

PRE-SAMPLING PURGE – Each well will be purged until at least three (3) casing volumes are removed, or until two (2) of the three (3) following field parameter stabilize: EC, pH, or temperature. Wells will be purged using the dedicated sampling pumps in each well. Purge water will be discharged to the ground in the vicinity of the wells. All field data: sample site, date and time sample taken, depth-to-water, and field parameter measurements, and the person collecting the samples shall be recorded on the field form and the log sheet.

FIELD PARAMETER MEASUREMENTS – A sample is collected in a clean sample beaker and the field parameters pH, temperature, EC, and turbidity measured and recorded on the field form.

Field parameter measurements are to be taken as specified in the Operation Manual for each respective field meter or test kit.

The pH measurements shall be taken at least twice and will be continued until successive readings are within one (1) percent of each other.

Sample turbidity and odor shall be evaluated by the sampler and noted on the forms. Turbidity can be clear, lightly cloudy, cloudy, or muddy.

SAMPLE COLLECTING – Samples for laboratory analyses are collected directly into containers furnished by the certified analytical laboratory doing the analyses or in containers cleaned according to acceptable EPA methods.

3.5 FIELD PARAMETER EQUIPMENT

All field instruments, including water level sounders, pH meters, turbidity meters and EC meters will be calibrated and operated according to the manufacturer's instructions. In addition, the sounder will be calibrated prior to commencing fieldwork by measuring the distance between the electrode and each ferrule with a steel measuring tape.

4. CHAIN OF CUSTODY

Contractor shall transport samples directly to the laboratory for testing without any intervening handling of the sample in order to maintain a "chain of custody". Subcontracting any part of this service is prohibited and shall be grounds for immediate termination of the Agreement. Contractor shall institute procedural safeguards to ensure exclusive custody and safekeeping of the samples, and designate individuals responsible for custody of the sample.

At the time of pickup, Contractor shall complete the Log Book designating initials of courier, date, and time of pickup. Once the sample is in the custody of Contractor, the sample shall remain in the actual and constructive custody of Contractor until released to laboratory for testing. Contractor shall maintain an area for storage of samples that, in addition to requirements imposed by other provisions of these specifications, shall be secured from access by any person other than designated custodian.

Actual custody shall mean personal and constant control and surveillance over the sample during the transport to or from the secured areas specified above and during the actual time that testing and analytical services are being performed on the samples. Constructive custody shall mean those times when the samples are stored in the secured area specified above.

Contractor shall ensure that the custody tag shall identify, by signature, the custodian or analyst having custody of the sample and location of the sample during the entire period from the time the sample is submitted to Contractor until released to laboratory for testing.

5. REPORTING SERVICES

5.0 REPORTING

In reporting groundwater monitoring data, Contractor shall arrange the data in tabular form so that the date, and sample type for each sample are readily discernible. The data shall be summarized in such a manner to clearly illustrate compliance with waste discharge requirements and spatial or temporal trends, as applicable. The results of any monitoring done more frequently than required at the locations specified in the Monitoring and Reporting Program shall be reported in the next scheduled monitoring report. For a detailed description see Exhibit A-2, Groundwater Monitoring and Reporting Requirements.

All Groundwater Monitoring Reports shall be prepared under the direct supervision of a Registered Engineer or Geologist and signed and stamped by the registered professional.

5.1 QUARTERLY REPORT

Contractor shall submit quarterly monitoring reports to the Board by the 1st day of the second month after the quarter (i.e. the April-June quarterly report is due by August 1) each year. The Quarterly Report shall include the following:

- a. Results of groundwater monitoring
- b. A narrative description of all preparatory, monitoring, sampling, and analytical testing activities for the groundwater monitoring
- c. Calculation of groundwater elevations and discussion of seasonal trends, if any
- d. A narrative discussion of the analytical results for all groundwater locations monitored, including spatial and temporal trends, with reference to summary data tables, graphs, and appended analytical reports
- e. A comparison of the monitoring data to the groundwater limitations and an explanation of any violation of those requirements
- f. Summary data tables of historical and current water table elevations and analytical results
- g. A scaled map showing relevant structures and features of the facility, the locations of monitoring wells and any other sampling stations, and groundwater elevation contours referenced to mean sea level datum
- h. Copies of laboratory analytical reports for groundwater monitoring

5.2 ANNUAL REPORT

Contractor shall prepare an Annual Report as the fourth quarter monitoring report and may be combined with the annual report required by the Monitoring and Reporting Program No. 5-00-088, Exhibit A-1. The Annual Report will include the revised monitoring data required in the quarterly schedule. The Annual Report shall be submitted to the Regional Water Board by February 1st each year. In addition to the data normally presented, the Annual Report shall include the following:

- a. The contents of the regular groundwater monitoring report of the last sampling event of the year
- b. If requested by Regional Board staff, tabular and graphical summaries of all data collected during the year
- c. An evaluation of the groundwater quality beneath the wastewater treatment facility, effluent storage reservoir, and spray fields

- d. A discussion of compliance and the corrective actions taken, as well as any planned or proposed actions needed to bring the discharge into full compliance with the water discharge requirements
- e. A discussion of any data gaps and potential deficiencies/redundancies in the monitoring system or reporting program
- f. The results from annual monitoring of the groundwater wells

A letter transmitting the self-monitoring reports shall accompany each report. Such a letter shall include a discussion of requirement violations found during the reporting period, and actions taken or planned or correcting noted violations, such as operation or facility modifications. If the Discharger has previously submitted a report describing corrective actions and/or a time schedule for implementing the corrective actions, reference to the previous correspondence will be satisfactory.

6. REPORT SUBMITTALS

Contractor shall complete all specified services including sample analysis allowing for sufficient time to prepare and submit the reports. Contractor shall submit all reports in triplicate to the Institution Contract Liaison or designee. Contractor will make any necessary report corrections or clarifications within three (3) business days of notification by the Institution Contract Liaison or designee. MCSP will be responsible for submitting reports to the Regional Water Quality Control Board.

7. REPAIR SERVICE

Contractor shall provide unlimited services for all repairs on an as-needed basis, only when requested by the Institution Contract Liaison or designee or necessary to keep the groundwater sampling equipment fully operational. Repair services not covered by the Guarantee Section 8 of the Scope of Work, shall be paid by the State at the Repair Hourly Rate, specified in the B-2 Rate Sheet. Contractor shall replace all parts requiring replacement in accordance with the Parts Replacement Section 9.

Repair services will be provided upon telephone or written request from the Institution Contract Liaison or designee. Contractor shall respond to requests for repair service within one (1) day. Every effort shall be made to perform repair services during designated business hours 8:00 a.m. to 4:00 p.m., Monday through Friday; State holidays excluded. Non-emergency repair services performed outside of normal business hours as specified herein must be approved in advance in writing by the Institution Contract Liaison or designee.

Contractor shall make every attempt to complete repairs within twenty-four (24) to forty-eight (48) hours. Unless the repair requires parts that must be ordered, no repair may take longer than five (5) working days to complete. When a delay in repair occurs due to parts that must be ordered, written notification must be presented to the Institution Contract Liaison or designee immediately.

8. GUARANTEE

Contractor shall guarantee all services performed, including all replaced parts, for a minimum of 90 days from the date of service. If it is determined that failure has occurred due to defective parts or workmanship, 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 Institution Contract Liaison or designee.

The Institution Contract Liaison or designee will be solely responsible for determining acceptability of service, and satisfactory completion of all services provided by Contractor.

9. PARTS REPLACEMENT

This Agreement includes replacement of all parts that becomes worn or inoperable, or that otherwise affect the equipment's operability in any way. Contractor shall submit a written estimate of the required parts to the Institution Contract Liaison or designee and approved before replacement. Contractor shall submit a published price list for parts with Contractor's invoice to the State. Contractor shall invoice all replacement parts invoiced at the listed rates, which shall include a 10% discount, plus sales tax, and paid in arrears. The State will reimburse Contractor for the actual cost of the parts when a published price list is not available.

Parts replaced by Contractor under this Agreement shall be new, factory-manufactured, or of equivalent quality. Contractor shall maintain an adequate supply 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 items are hereby excluded. All parts that have been replaced are the property of the State.

The State assumes no responsibility for, and will not reimburse Contractor for parts that were ordered or installed prior to authorization by the Institution Contract Liaison or designee. Contractor shall include cost parts of on the Service Report. Invoices will only be paid if accompanied by Service Report approved by either the Institution Contract Liaison or designee.

10. PERSONNEL

Gate Clearances will be required of all Contractor staff entering institutional grounds. Contractor shall provide the proper name, date of birth, social security number, and driver's license number of all personnel entering institutional grounds five (5) days in advance to the Institution Contract Liaison. The Contractor will be notified of any personnel denied access.

11. **CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION CONTACT INFORMATION**

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

Billing/Payment Issues:

- Sacramento Accounting Office
Phone Number: (916) 255-5406
FAX Number: (916) 255-6309

Scope of Work/Performance Issues:

- Institution Contract Liaison / Robin McCune
Phone Number: (209) 274-5260
FAX Number: (209) 274-5215

General Agreement Issues:

- Contract Management Branch
Phone Number: (916) 255-5624
FAX Number: (916) 255-6187

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL VALLEY REGION

REVISED MONITORING AND REPORTING PROGRAM NO 5-00-088

FOR
CALIFORNIA DEPARTMENT OF CORRECTIONS
PRESTON YOUTH CORRECTIONAL FACILITY
CALIFORNIA DEPARTMENT OF FORESTRY FIRE TRAINING ACADEMY
MULE CREEK STATE PRISON
AMADOR COUNTY

This Monitoring and Reporting Program (MRP) presents requirements for (a) monitoring of the treatment, storage, and disposal processes for the Mule Creek State Prison wastewater treatment plant, (b) monitoring the operation and maintenance of the wastewater conveyance facilities for the Preston Youth Correctional Facility, and for (c) monitoring the operation and maintenance of the wastewater conveyance facilities for the California Department of Forestry. This MRP is issued pursuant to California Water Code Section 13267. The Dischargers shall not implement any changes to this MRP unless and until a revised MRP is issued by the Executive Officer.

Section 13267 of the California Water Code states, in part:

"In conducting an investigation specified in subdivision (a), the regional board may require that any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste within its region, or any citizen or domiciliary, or political agency or entity of this state who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge, waste outside of its region that could affect the quality of waters within its region shall furnish, under penalty of perjury, technical or monitoring program reports which the regional board requires. The burden, including costs, of these reports shall bear a reasonable relationship to the need for the report and the benefits to be obtained from the reports. In requiring those reports, the regional board shall provide the person with a written explanation with regard to the need for the reports, and shall identify the evidence that supports requiring that person to provide the reports."

Section 13268 of the California Water Code states, in part:

"(a) Any person failing or refusing to furnish technical or monitoring program reports as required by subdivision (b) of Section 13267, or failing or refusing to furnish a statement of compliance as required by subdivision (b) of Section 13399.2, or falsifying and information provided therein, is guilty of a misdemeanor and may be liable civilly in accordance with subdivision (b).

(b)(1) Civil liability may be administratively imposed by a regional board in accordance with Article 2.5 (commencing with section 13323) of Chapter 5 for a violation of subdivision (a) in an amount which shall not exceed one thousand dollars (\$1,000) for each day in which the violation occurs."

The Dischargers own and operate the facilities that are subject to the WDRs cited herein (Order No. 5-00-088). The reports are necessary to ensure that the California Department of

Corrections (CDC), Preston Youth Correctional Facility, and California Department of Forestry comply with the WDRs.

Pursuant to Section 13267 of the California Water Code, the Dischargers shall implement this MRP and shall submit the monitoring reports described herein.

Regional Water Board staff shall approve specific sampling locations. All samples shall be representative of the volume and nature of the discharge or matrix of material sampled. The time, date, and location of each sample shall be recorded on the sample chain of custody form.

Field test instruments (such as those used to test dissolved oxygen, pH, and electrical conductivity) may be used provided that:

1. The user is trained in proper use and maintenance of the instruments;
2. The instruments are field calibrated prior to monitoring events at the frequency recommended by the manufacturer;
3. Instruments are serviced and/or calibrated by the manufacturer at the recommended frequency; and
4. Field calibration reports are submitted as described in the "Reporting" section of this MRP.

COLLECTION SYSTEM & PUMP STATION MONITORING

The Preston Youth Correctional Facility (PYCF) shall monitor the collection system and pump stations on its property on a monthly basis for pipe anomalies, cracks, overflows, or leaks. A copy of all monitoring inspections shall be submitted monthly to the Regional Water Board.

WASTEWATER TRANSMISSION LINE

The California Department of Forestry (CDF) shall monitor the collection system and wastewater pipeline on its property on a monthly basis for pipe anomalies, cracks, overflows, or leaks. A copy of all monitoring inspections shall be submitted monthly to the Regional Water Board.

INFLUENT MONITORING

The CDC shall collect influent wastewater samples at the same frequency and at approximately the same time as effluent samples and should be representative of the influent at the headworks prior to treatment. Influent monitoring shall include, at a minimum, the following:

<u>Constituent</u>	<u>Units</u>	<u>Type of Sample</u>	<u>Sampling Frequency</u>	<u>Reporting Frequency</u>
Flow ¹	gpd	Metered	Continuous	Monthly
BOD ₅ ²	mg/l	Grab	Monthly	Monthly
Total VOCs ³	ug/l	Grab	Monthly	Monthly

¹ Influent flow meter measurements shall begin starting 1 April 2008

² 5-day biochemical oxygen demand

³ EPA Method 8260 or equivalent

EFFLUENT MONITORING

CDC shall collect effluent samples downstream from the last connection through which wastes can be admitted to the storage reservoir and/or spray disposal fields, but prior to these facilities. Effluent samples shall be representative of the volume and nature of the discharge. The time, date, and location of each sample shall be recorded on the sample chain of custody. At a minimum, effluent monitoring shall consist of the following:

<u>Constituent</u>	<u>Units</u>	<u>Type of Sample</u>	<u>Sampling Frequency</u>	<u>Reporting Frequency</u>
Flows ¹	gpd	Metered	Continuous	Monthly
Total Coliform Organisms ²	MPN ³ /100 ml	Grab	Weekly	Monthly
BOD ³	mg/l	Grab	Weekly	Monthly
pH	Standard Units	Grab	Weekly	Monthly
Total Dissolved Solids	mg/l	Grab	Weekly	Monthly
Nitrate as Nitrogen	mg/l	Grab	Weekly	Monthly
Total Kjeldahl Nitrogen	mg/l	Grab	Monthly	Monthly
Total Suspended Solids	mg/l	Grab	Monthly	Monthly
Total Settleable Solids	ml/l	Grab	Monthly	Monthly
Sodium	mg/l	Grab	Monthly	Monthly
Chloride	mg/l	Grab	Monthly	Monthly
Total VOCs ⁴	ug/l	Grab	Monthly	Monthly
Standard Minerals ⁶	mg/l	Grab	Monthly	Monthly
			Annually	Annually

¹ Total flows sent to the effluent storage reservoir and spray disposal fields (separate flows for each)

² Using a minimum of 15 tubes or three dilutions

³ 5-day Biochemical Oxygen Demand

⁴ Most Probable Number

⁵ EPA Method 8260 or equivalent

⁶ Standard Minerals shall include, at a minimum, the following elements/compounds: boron, calcium, chloride, iron, magnesium, manganese, nitrate as nitrogen, potassium, sodium, sulfate, total alkalinity (including alkalinity series), and hardness. Include verification that the analysis is complete (i.e., cation/anion balance).

EFFLUENT STORAGE RESERVOIR MONITORING

CDC shall collect samples from an established sampling station located in an area that will provide a sample representative of the wastewater in the effluent storage reservoir. Freeboard

shall be measured vertically from the surface of the pond water to the lowest elevation of the surrounding berm and shall be measured to the nearest 0.1 feet. Monitoring of the storage reservoir shall include, at a minimum, the following:

<u>Constituent</u>	<u>Units</u>	<u>Type of Sample</u>	<u>Sampling Frequency</u>	<u>Reporting Frequency</u>
Dissolved Oxygen ¹	mg/L	Grab	Weekly	Monthly
pH	Standard units	Grab	Weekly	Monthly
Freeboard	0.1 feet	Measurement	Weekly	Monthly
Odors	--	Observation	Weekly	Monthly
Levee condition ²	--	Observation	Weekly	Monthly

¹ Samples shall be collected at a depth of one foot, opposite the inlet. Samples shall be collected between 0700 and 0900 hours.

² Containment levees shall be observed for signs of seepage or surfacing water along the exterior toe of the levees. If surfacing water is found, then a sample shall be collected and tested for total coliform organisms, chloride, MBAS, and total dissolved solids.

SPRAY DISPOSAL AREA MONITORING

CDC shall monitor the spray disposal areas on an hourly basis when the spray disposal areas are used, and the results shall be included in the monthly monitoring report. Evidence of erosion, field saturation, irrigation runoff, or the presence of nuisance conditions shall be noted in the report. Effluent monitoring results shall be used in calculations to ascertain loading rates at the spray disposal areas. Monitoring of the spray disposal areas shall include the following:

<u>Constituent</u>	<u>Units</u>	<u>Type of Sample</u>	<u>Sampling Frequency</u>	<u>Reporting Frequency</u>
Flows to each sprayfield ¹	gal/day	metered	Continuous	Monthly
Rainfall ³	inches	Observation	Daily	Monthly
Acreage Applied ¹	acres	Calculated	Daily	Monthly
Water Application Rate ²	gal/acre/day	Calculated	Daily	Monthly
Total Nitrogen Loading Rate ²	lbs/ac/month	Calculated	Monthly	Monthly
Total Dissolved Solids Loading Rate ²	lbs/ac/month	Calculated	Monthly	Monthly

¹ Specific disposal fields shall be identified.

² Calculated average for each disposal field area.

³ Rainfall data to be collected from the weather station that is nearest to the disposal fields. Alternatively, a rain gauge may be installed at the site.

At least once per week when the spray disposal areas are being used, the entire sprayfield area shall be inspected to identify any equipment malfunction or other circumstances that might allow irrigation runoff to leave the irrigation area and/or create ponding conditions that violate the Waste Discharge Requirements. A daily log of each inspection shall be kept at the facility and be submitted with the monthly monitoring reports. Photocopies of entries into an

operator's field log are acceptable. If the spray disposal areas are not used, then the monthly monitoring reports shall state so.

GROUNDWATER MONITORING

CDC shall conduct the following groundwater monitoring program. This groundwater sampling and analysis program is effective with the 2ND quarter 2007 and applies to all groundwater monitoring wells installed at the site. Prior to sampling, groundwater elevations shall be measured and the wells shall be purged at least three well volumes until pH and electrical conductivity have stabilized. Depth to groundwater shall be measured to the nearest 0.01 feet. Water table elevations shall be calculated and used to determine groundwater gradient and direction of flow. Samples shall be collected using approved EPA methods. Groundwater monitoring shall include, at a minimum, the following:

<u>Constituent</u>	<u>Units</u>	<u>Type of Sample</u>	<u>Sampling and Reporting Frequency</u>
Groundwater Elevation ¹	0.01 Feet	Measurement	Quarterly
Depth to Groundwater	0.01 Feet	Calculated	Quarterly
Gradient	Feet/Feet	Calculated	Quarterly
Gradient Direction	Degrees	Calculated	Quarterly
Total Coliform Organisms ²	MPN/100 ml	Grab	Quarterly
pH	S.U.	Grab	Quarterly
Total Dissolved Solids	mg/l	Grab	Quarterly
Nitrate as Nitrogen	mg/l	Grab	Quarterly
Total Kjeldahl Nitrogen	mg/l	Grab	Quarterly
Volatile Organic Compounds ^{3,4,5}	ug/l	Grab	Quarterly
Total Trihalomethanes ⁶	ug/l	Grab	Quarterly
Standard Minerals ⁷	mg/l	Grab	Quarterly

- 1 Groundwater elevation shall be based on depth-to-water using a surveyed measuring point elevation on the well and a surveyed reference elevation.
- 2 Using a minimum of 15 tubes or three dilutions
- 3 EPA Method 8260 or equivalent. Report all peaks, along with any explanation provided by the laboratory.
- 4 VOC samples only need to be collected at monitoring wells R-2, S-1, and S-7.
- 5 Monitoring Wells S-2 and S-6 shall be sampled quarterly for VOCs through the 3rd quarter 2008.
- 6 Samples collected for Trihalomethanes analysis shall be collected from all groundwater monitoring wells.
- 7 Standard Minerals shall include, at a minimum, the following elements and compounds: boron, calcium, chloride, iron, magnesium, manganese, nitrate as nitrogen, potassium, sodium, sulfate, total alkalinity (including alkalinity series), and hardness. Verification that the analysis is complete (i.e., cation/anion balance).

SURFACE WATER MONITORING

CDC shall conduct the following surface water monitoring program. The surface water monitoring program shall apply only when water is visibly present in the surface watercourses or stormwater channels surrounding the prison. If water is not present at any of the sampling points, then the monthly monitoring report shall state so. The Discharger shall establish six

sampling stations (as shown on the Attachment to this revised MRP): Sampling station S-1 shall be 50 feet upstream of where Mule Creek enters Mule Creek State Prison property. S-2 shall be in one of the pools in Mule Creek that exists year round adjacent to Sprayfield Nos. 5 and 6. S-3 shall be under the Highway 104 bridge where Mule Creek exits the prison property. S-4 shall be from the surface drainage course where it exits the prison property approximately 1,200 east of the Highway 104 bridge that crosses Mule Creek. S-5 shall be from where storm water runoff from the stormwater channel south of the prison discharges into Mule Creek (near the Highway 104 bridge), and S-6 shall be from the storm water channel outfall located east of the prison. Samples of the surface water shall be analyzed for the following:

<u>Constituent</u>	<u>Units</u>	<u>Type of Sample</u>	<u>Sampling and Reporting Frequency</u>
Electrical Conductivity	µmhos/cm	Grab	Monthly
Total Dissolved Solids	mg/l	Grab	Monthly
Ammonia as Nitrogen	mg/l	Grab	Monthly
Nitrate as Nitrogen	mg/l	Grab	Monthly
Chloride	mg/l	Grab	Monthly
MBAS	mg/l	Grab	Monthly
Total Chlorine Residual ¹	mg/l	Grab	Monthly
pH	Standard units	Grab	Monthly
Dissolved Oxygen	mg/l	Grab	Monthly
Temperature	F°	Grab	Monthly
Total Coliform Organisms ²	MPN/100 ml	Grab	Monthly
Total Fecal Coliform Organisms	MPN/100 ml	Grab	Monthly

¹Field test kits may be used for total chlorine monitoring

²Using a minimum of 15 tubes or three dilutions

SLUDGE MONITORING

CDC shall keep records regarding the quantity of biosolids and residual sludge generated by the treatment processes; any sampling and analytical data; the quantity of biosolids and residual sludge stored on site; and the quantity removed for disposal. The records shall also indicate the steps taken to reduce odor and other nuisance conditions. Records shall be stored onsite and available for review during inspections.

If biosolids are transported off-site for disposal, then the Discharger shall submit records identifying the hauling company, the amount of biosolids transported, the date removed from the facility, the location of disposal, and copies of all analytical data required by the entity accepting the waste.

REVISED MRP NO. 5-00-086
 CALIFORNIA DEPARTMENT OF CORRECTIONS
 PRESTON YOUTH CORRECTIONAL FACILITY
 CALIFORNIA DEPARTMENT OF FORESTRY FIRE TRAINING ACADEMY
 MULE CREEK STATE PRISON WWTP
 AMADOR COUNTY

All records shall be submitted as part of the Annual Monitoring Report.

WATER SUPPLY MONITORING

CDC, PYCF, and CDF shall complete the following water supply monitoring. Sampling station shall be established where a representative sample of the municipal water supply can be obtained. Water supply monitoring shall include at least the following for each water source used during the previous year. As an alternative to annual water supply monitoring, the Discharger may submit results of the most current DHS water supply monitoring data.

<u>Constituents</u>	<u>Units</u>	<u>Sampling Frequency</u>	<u>Reporting Frequency</u>
Total Dissolved Solids	mg/l	Annually	Annually
pH	standard units	Annually	Annually
Standard Minerals ¹	mg/l	Annually	Annually

¹ Standard Minerals shall include, at a minimum, the following elements/compounds: boron, calcium, chloride, iron, magnesium, manganese, nitrate as nitrogen, potassium, sodium, sulfate, total alkalinity (including alkalinity series), and hardness. Include verification that the analysis is complete (i.e., cation/anion balance)

REPORTING

The Dischargers shall submit one monitoring report for all three Dischargers. In reporting monitoring data, the Dischargers shall arrange the data in tabular form so that the date, sample type (e.g., influent, effluent, reservoir, sprayfield, etc.), and reported analytical result for each sample are readily discernible. The data shall be summarized in such a manner to clearly illustrate compliance with waste discharge requirements and spatial or temporal trends, as applicable. The results of any monitoring done more frequently than required at the locations specified in the Monitoring and Reporting Program shall be reported in the next scheduled monitoring report.

As required by the California Business and Professions Code Sections 6735, 7835, and 7835.1, all Groundwater Monitoring Reports shall be prepared under the direct supervision of a Registered Engineer or Geologist and signed by the registered professional.

A. Monthly Monitoring Reports

Monthly reports shall be submitted to the Regional Board by the 1st day of the second month following the end of the reporting period (i.e. the January monthly report is due by 1 March). At a minimum, the reports shall include:

1. Results of the collection system; pump stations, wastewater transmission line, influent, effluent, storage reservoir, spray disposal area, and surface water monitoring;
2. Copies of inspection logs;

3. A comparison of the monitoring data to the discharge specifications and an explanation of any violation of those requirements;
4. If requested by staff, copies of laboratory analytical report(s);
5. Date(s) on which the monitoring instruments were calibrated, and
6. Monthly maximums, minimums, and averages for each monitored constituent/parameter.

B. Quarterly Report

CDC shall establish a quarterly sampling schedule for groundwater monitoring such that samples are obtained approximately every three months. Quarterly monitoring reports shall be submitted to the Board by the 1st day of the second month after the quarter (i.e. the January-March quarter is due by May 1st) each year. The Quarterly Report shall include the following:

1. Results of groundwater monitoring. The results of regular monthly monitoring reports for March, June, September and December may be incorporated into their corresponding quarterly monitoring report;
2. A narrative description of all preparatory, monitoring, sampling, and analytical testing activities for the groundwater monitoring. The narrative shall be sufficiently detailed to verify compliance with the WDR, this MRP, and the Standard Provisions and Reporting Requirements. The narrative shall be supported by field logs for each well documenting depth to groundwater; parameters measured before, during, and after purging; method of purging; calculation of casing volume; and total volume of water purged;
3. Calculation of groundwater elevations, an assessment of groundwater flow direction and gradient on the date of measurement, comparison of previous flow direction and gradient data, and discussion of seasonal trends if any;
4. A narrative discussion of the analytical results for all groundwater locations monitored including spatial and temporal trends, with reference to summary data tables, graphs, and appended analytical reports (as applicable);
5. A comparison of the monitoring data to the groundwater limitations and an explanation of any violation of those requirements;
6. Summary data tables of historical and current water table elevations and analytical results;
7. A scaled map showing relevant structures and features of the facility, the locations of monitoring wells and any other sampling stations, and groundwater elevation contours.

referenced to mean sea level datum; and

8. Copies of laboratory analytical report(s) for groundwater monitoring.

C. Annual Report

An Annual Report shall be prepared as the fourth quarter monitoring report. The Annual Report will include all monitoring data required in the monthly and quarterly schedules. The Annual Report shall be submitted to the Regional Water Board by 1 February each year. In addition to the data normally presented, the Annual Report shall include the following:

1. The contents of the regular December monitoring report for the last sampling event of the year;
2. If requested by staff, tabular and graphical summaries of all data collected during the year;
3. An evaluation of the performance of the domestic wastewater treatment system, as well as a forecast of the flows anticipated in the next year;
4. An evaluation of the groundwater quality beneath the WWTP (i.e., effluent storage reservoir, sprayfields, sludge drying facilities, etc);
5. Summary of information on the disposal of biosolids as described in the "Sludge Monitoring" section;
6. A discussion of whether CDC anticipates removing biosolids in the coming year, and if so, the anticipated schedule for cleaning, drying, and disposal;
7. A discussion of compliance and the corrective actions taken, as well as any planned or proposed actions needed to bring the discharge into full compliance with the waste discharge requirements;
8. A discussion of any data gaps and potential deficiencies/redundancies in the monitoring system or reporting program;
9. A copy of the certification for each certified wastewater treatment plant operator working at the facility and a statement about whether the Discharger is in compliance with Title 23, CCR, Division 3, Chapter 26.
10. The results from annual monitoring of the water supply;
11. A forecast of influent flows, as described in Standard Provision No. E.4; and
12. A statement of when the Operation and Maintenance Manual was last reviewed for adequacy, and a description of any changes made during the year.

D. Background Groundwater Quality Study Report

By 30 August 2009, the CDC shall submit a *Background Groundwater Quality Study Report*. For each groundwater monitoring parameter/constituent identified in the MRP, the report shall present a summary of monitoring data, calculate the concentration in background monitoring wells, and compare background groundwater quality to that in wells used to monitor the facility. Determination of background quality shall be made using the methods described in Title 27, Section 20415(e)(10) or equivalent, and shall be based on data from at least eight consecutive quarterly (or more frequent) groundwater monitoring events. For each monitoring parameter/constituent, the report shall compare measured concentrations for compliance monitoring wells with the calculated background concentration.

A letter transmitting the self-monitoring reports shall accompany each report. Such a letter shall include a discussion of requirement violations found during the reporting period, and actions taken or planned for correcting noted violations, such as operation or facility modifications. If the Discharger has previously submitted a report describing corrective actions and/or a time schedule for implementing the corrective actions, reference to the previous correspondence will be satisfactory. The transmittal letter shall contain the penalty of perjury statement by the Discharger, or the Discharger's authorized agent, as described in the Standard Provisions General Reporting Requirements Section B.3.

The Discharger shall implement the above monitoring program as of 1 May 2007.

Ordered by: _____
Pamela C. Creedon, Executive Officer

(Date)

JSK 4/3/07

ATTACHMENT B
GROUNDWATER MONITORING AND REPORTING REQUIREMENTS
CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION
MULE CREEK STATE PRISON WASTEWATER TREATMENT PLANT

GROUNDWATER MONITORING

Beginning with the Second Quarter 2007, the Discharger shall conduct the following groundwater monitoring program. Prior to construction of any groundwater monitoring wells, the Discharger shall submit plans and specifications to the Board for review and approval. Once installed, all new wells shall be added to the MRP, and shall be sampled and analyzed according to the schedule below.

Prior to sampling, groundwater elevations shall be measured and the wells shall be purged of at least three well volumes or until temperature, pH, and electrical conductivity have stabilized. Depth to groundwater shall be measured to the nearest 0.01 foot. Water table elevations shall be calculated and used to determine groundwater gradient and direction of flow. Samples shall be collected using approved EPA methods. Groundwater monitoring shall include, at a minimum, the following:

<u>Constituent</u>	<u>Units</u>	<u>Type of Sample</u>	<u>Sampling and Reporting Frequency</u>
Groundwater Elevation ¹	0.01 Feet	Measurement	Quarterly
Depth to Groundwater	0.01 Feet	Calculated	Quarterly
Gradient	Feet/Foot	Calculated	Quarterly
Gradient Direction	Degrees	Calculated	Quarterly
Coliform ²	MPN/100mL	Grab	Quarterly
pH	Standard Units	Grab	Quarterly
Total Dissolved Solids	mg/L	Grab	Quarterly
Nitrate as Nitrogen	mg/L	Grab	Quarterly
Total Kjeldahl Nitrogen	mg/L	Grab	Quarterly
Boron	mg/L	Grab	Quarterly
Chloride	mg/L	Grab	Quarterly
Iron	mg/L	Grab	Quarterly
Manganese	mg/L	Grab	Quarterly
Sodium	mg/L	Grab	Quarterly
Trihalomethanes ³	µg/l	Grab	Quarterly
Standard Minerals ⁴	mg/L	Grab	Annually

¹ Groundwater elevation shall be based on depth-to-water measurements using a surveyed measuring point elevation on the well and a surveyed reference elevation.

² Using a minimum of 15 tubes or three dilutions

³ Standard Minerals shall include, at a minimum, the following elements and compounds: boron, calcium, iron, magnesium, manganese, sodium, potassium, chloride, sulfate, total alkalinity (including alkalinity series), and hardness

⁴ Beginning with Third Quarter 2007.

⁵ Individual trihalomethane constituent concentrations shall be identified using EPA Method 8260B or equivalent

REPORTING

In reporting groundwater monitoring data, the Discharger shall arrange the data in tabular form so that the date, sample type (e.g., groundwater) and reported analytical result for each sample are readily discernible. The data shall be summarized in such a manner to clearly illustrate compliance with waste discharge requirements and spatial or temporal trends, as applicable. The results of any monitoring done more frequently than required at the locations specified in the Monitoring and Reporting Program shall be reported in the next scheduled monitoring report.

As required by the California Business and Professions Code Sections 6735, 7835, and 7835.1, all Groundwater Monitoring Reports shall be prepared under the direct supervision of a Registered Engineer or Geologist and signed and stamped by the registered professional.

A. Quarterly Report

Beginning with the Second Quarter 2007, the Discharger shall establish a quarterly sampling schedule for groundwater monitoring such that samples are obtained approximately every three months. Quarterly monitoring reports shall be submitted to the Board by the 1st day of the second month after the quarter (i.e. the April-June quarterly report is due by August 1st) each year. The Quarterly Report shall include the following:

1. Results of groundwater monitoring;
2. A narrative description of all preparatory, monitoring, sampling, and analytical testing activities for the groundwater monitoring. The narrative shall be sufficiently detailed to verify compliance with the WDR, this MRP, and the Standard Provisions and Reporting Requirements. The narrative shall be supported by field logs for each well documenting depth to groundwater; parameters measured before, during, and after purging; method of purging; calculation of casing volume; and total volume of water purged.
3. Calculation of groundwater elevations and discussion of seasonal trends, if any;
4. A narrative discussion of the analytical results for all groundwater locations monitored, including spatial and temporal trends, with reference to summary data tables, graphs, and appended analytical reports (as applicable);
5. A comparison of the monitoring data to the groundwater limitations and an explanation of any violation of those requirements;
6. Summary data tables of historical and current water table elevations and analytical results;
7. A scaled map showing relevant structures and features of the facility, the locations of monitoring wells and any other sampling stations, and groundwater elevation contours referenced to mean sea level datum; and

8. Copies of laboratory analytical report(s) for groundwater monitoring.

B. Annual Report

An Annual Report shall be prepared as the fourth quarter monitoring report and may be combined with the annual report required by Monitoring and Reporting Program No. S-00-088. The Annual Report will include all monitoring data required in the quarterly schedule. The Annual Report shall be submitted to the Regional Water Board by 1 February each year. In addition to the data normally presented, the Annual Report shall include the following:

1. The contents of the regular groundwater monitoring report for the last sampling event of the year;
2. If requested by staff, tabular and graphical summaries of all data collected during the year;
3. An evaluation of the groundwater quality beneath the wastewater treatment facility, effluent storage reservoir, and sprayfields;
4. A discussion of compliance and the corrective actions taken, as well as any planned or proposed actions needed to bring the discharge into full compliance with the waste discharge requirements;
5. A discussion of any data gaps and potential deficiencies/redundancies in the monitoring system or reporting program;
6. The results from annual monitoring of the groundwater wells;

A letter transmitting the self-monitoring reports shall accompany each report. Such a letter shall include a discussion of requirement violations found during the reporting period, and actions taken or planned for correcting noted violations such as operation or facility modifications. If the Discharger has previously submitted a report describing corrective actions and/or a time schedule for implementing the corrective actions, reference to the previous correspondence will be satisfactory. The transmittal letter shall contain the penalty of perjury statement by the Discharger, or the Discharger's authorized agent, as described in the Standard Provisions General Reporting Requirements Section B.3.

GROUNDWATER
SAMPLING AND ANALYSIS PLAN (SAP)
Mule Creek State Prison
Jone, California

1.0 SITE SPECIFIC SAMPLING PROCEDURES

Water sampling procedures for Mule Creek State Prison will follow the guidelines presented in the California Environmental Protection Agency (EPA) Guidance Manual for Groundwater Investigations. The sections below include site specific procedures for collection of water level measurements, field parameters and water samples for laboratory analyses.

2.0 REQUIRED SAMPLING EQUIPMENT

The following field equipment will be required for the collection of water quality samples.

- 5 gallon buckets
- Tool kit with, at a minimum, crescent wrench and large and small screwdrivers
- Pump controller
- Disposable bailers (minimum of 2)
- Water level meter with engineers tape measure
- Ice chests with Blue Ice®
- Field analytical equipment (pH meter, EC meter, thermometer)
- Sample labels
- Ballpoint pen for field forms and permanent marker pen for labels
- Field Record Forms as follows:
 - Field Form: DAILY FIELD REPORT
 - Field Form: GROUNDWATER MEASUREMENT FIELD FORM (LOG SHEET)
 - Field Form: GROUNDWATER MONITORING (1 per WELL)
 - Field Form: CHAIN OF CUSTODY
- Disposable 45 micron filters for each well
- Sample containers

3.0 SAMPLING AND LABORATORY ANALYSIS

Table 1 lists the analyses to be performed at all groundwater sites. Site-specific purging and sampling procedures are described below.

3.1. SAMPLING, PURGING, AND CHAIN-OF-CUSTODY

STATIC WATER LEVEL MEASUREMENT - Measure depth to static water level with a clean interface probe prior to turning on the pump. Prior to use in any well, the parts of the sounding device that contact

groundwater will be thoroughly cleaned by washing in a non phosphate detergent and triple rinsing in de-ionized water, then sterilized using alcohol wipes. Take measurement by fully submerging the probe and slowly retrieving. Readings should be made as the meter's response signal first begins to fall off; measure to the nearest 0.01 foot at the measuring point on the well casing. Record depth-to-water on the appropriate field form (field forms are included in Attachment 1).

PRE-SAMPLING PURGE - Each well will be purged until at least three casing volumes are removed, or until two of the three following field parameters stabilize: EC, pH, or temperature. Wells will be purged using the dedicated sampling pumps in each well. Purged water will be discharged to the ground in the vicinity of the wells. Field parameters periodically shall be taken to document stability, and results shall be recorded on a field form for each well, along with the total volume purged from the well. All field data: sample site, date and time sample taken, depth-to-water, and field parameter measurements, and the person collecting the samples shall be recorded on the field form and the log sheet.

Three casing volumes can be calculated as follows:

$$\text{Gallons to purge} = F \times (\text{TD} - \text{DTW})$$

Where: F is the conversion factor in gallons per foot for three volumes

F = 0.489 in 2-inch wells, and 1.96 in 4-inch wells

TD is total depth of well in feet and should be measured, or if not measured, the sampler should note on the field form if the TD used is from previous data. (All parts of the tape submerged in TD measurements shall be disinfected prior to measurement).

DTW is depth to water in feet (measured).

If the well goes dry before three casing volumes are purged, samplers will allow the well to rest overnight and will continue purging and sampling in the morning. If the well again goes dry prior to collecting the third casing volume, the well will be allowed to recover for several hours until a sample can be obtained.

FIELD PARAMETER MEASUREMENTS - A sample is collected in a clean sample beaker and the field parameters pH, temperature, EC, and turbidity are measured and recorded on the field form.

Field parameter measurements are to be taken as specified in the Operation Manual for each respective field meter or test kit. Operation Manuals are to be kept with the meters and test kits at all times. Calibrations shall be performed in accordance with manufacturer's recommended schedules, and calibration records shall be kept with the meters.

The pH measurements shall be taken at least twice and will be continued until successive readings are within one percent of each other. Following pH measurements, check the pH meter with a prepared 7 pH standard solution and record results. If the pH check is not satisfactory (± 0.1 standard unit) recalibrate the meter and repeat the measurements on a new water sample.

Sample turbidity and odor shall be evaluated by the sampler and noted on the forms. Turbidity can be clear, lightly cloudy, cloudy, or muddy. Turbid conditions in these wells may be caused by chemical reactions such as degassing, or by sediment, and could affect results. Turbidity levels may or may not be reduced by reducing the purge/sampling rate or by redevelopment of the well.

SAMPLE COLLECTION - Samples for laboratory analyses are collected directly into containers furnished by the certified analytical laboratory doing the analyses or in containers cleaned according to acceptable EPA methods.

- All sampling personnel will wear disposable, surgical-type gloves. The gloves will be changed for each well and/or when duties change during the sampling. Gloves used for sampling will not be used to touch well caps or other surfaces that may not be clean.
- Sample label information will include the sample designation (identification number), name of collector, the date and time of collection, the requested analyses, and any preservatives used. Each suite of bottles will be organized and labeled before sampling. Each cooler in which sample bottles will be stored will be thoroughly cleaned with a laboratory detergent and rinsed with distilled water prior to sampling.
- Clean sampling equipment will not be placed directly on the ground or on other potentially contaminated surfaces prior to insertion into the well. Contact with clothing or skin must be avoided. Good sampling practice is necessary to minimize sample agitation and reduce contact with the atmosphere during transfer of samples into bottles. If bailers are used, the bailer must not be dropped into wells because this may cause outgassing of the water upon impact. Sample water must be poured slowly from the bailer into the sample bottle (using the bottom-emptying device) to minimize agitation and aeration.
- All samples are to be handled in accordance with appropriate chain-of-custody procedures and delivered to the analytical laboratory in sufficient time to allow analysis or extraction within EPA allowable holding times (Table 1).
- Samples for metals analysis (Standard Minerals) will be collected in one-half liter polyethylene bottles following field filtering using a 45-micron filter in the sampling line. The sample bottle shall be provided by the analytical laboratory and pretreated by the laboratory with HNO₃ as a sample preservative. The bottles shall be labeled, placed in a chilled ice chest and transported by courier to the appropriate analytical laboratory.
- For samples collected for Volatile Organic Compounds (VOCs) analyses, the pump's tubing needs to be completely full of ground water to prevent the ground water from being aerated as the ground water flows through the tubing. All sample containers should be filled with minimal turbulence by allowing the ground water to flow from the tubing gently down the inside of the container. When filling the VOC samples a meniscus must be formed over the mouth of the vial to eliminate the formation of air bubbles and head space prior to capping.

CHAIN-OF-CUSTODY - All sampling will be conducted under strict chain-of-custody procedures. Chain-of-custody procedures are described below.

- A sample will be considered under custody if it is:
 - in the sampler's actual possession;
 - in the sampler's view, after being in his/her physical possession;
 - in the sampler's physical possession and is then locked up to prevent tampering;
 - in a designated and identified secure area.
- As few people as possible will handle the samples. The field sampler will be personally responsible for the care and custody of the samples until they are transferred or properly dispatched to the analytical laboratory. Samples will be accompanied by the Chain-of-Custody Record. When transferring the possession of samples, the individuals relinquishing and receiving

will sign, date, and note the time on the records. This record will document transfer of custody of samples from the sampler to the laboratory.

- The Chain-of-Custody Record will include a Sample Analysis Request Section. This section will identify which parameters are to be analyzed, which sample containers have been designated for each requested parameter, and any preservatives used
- One Chain-of-Custody Record per cooler will be used. The original Chain-of-Custody Record will be sealed inside a ziplock bag. A copy will be retained by the field sampler. A signed and dated custody seal will be placed on each cooler. When not in view of the sampler, coolers will be kept in a locked on-site location prior to transport to the laboratory.
- All samples and chain-of-custody documents will be transported to the certified lab on a schedule that will allow analyses to be completed within acceptable holding times.
- The analytical laboratory will be instructed to report any broken custody seals. Laboratory personnel will be responsible for the care and custody of samples upon receipt.

3.2 FIELD PARAMETER EQUIPMENT

All field instruments, including water level sounders, pH meters, turbidity meters and EC meters will be calibrated and operated according to the manufacturer's instructions. In addition, the sounder will be calibrated prior to commencing fieldwork by measuring the distance between the electrode and each ferrule with a steel measuring tape.

• pH Meter

The pH meter will be calibrated before use each morning by the two-point method recommended by the manufacturer. Calibration instructions are kept with each pH meter.

A minimum of two pH readings will be taken at each site. If the measurements are not within 0.1 standard pH units of the each other, the meter shall be recalibrated and measurements taken of a fresh sample. Following the sample measurements a measurement of the 7 pH buffer solution shall be taken and recorded on the field form.

• EC Meter

The EC meter will be calibrated before use each morning in accordance with the manufacturers recommended procedures. Calibration methods are kept with the EC meter.

3.3 LABORATORY QA/QC PROCEDURES

Laboratory QA/QC measures used for the water quality analyses are:

- Precision and Accuracy Report
- Laboratory Method Spikes and duplicates
- Method Blanks

Laboratory Method Blanks and Method Spikes and Surrogate results shall be requested from the analytical laboratory. All laboratory results shall list the laboratory derived method detection level (MDL) and the practical quantitation level (PQL) for all analyses. Analyses with concentrations less than the PQL but greater than the MDL shall be reported as an estimated values. Analyses less than the MDL will be reported as non detect (ND). Data results will be appropriately flagged if the true detection limit or

quantitation limit is different from the laboratory derived nominal MDL/PQL values, or in cases where contaminants are detected in QA/QC samples.

One duplicate sample shall be collected for every 10 field samples. The duplicate will be labeled similar to other samples but with a unique number, (e.g. S-14) and will accompany other samples to the laboratory. The duplicate sample number will be noted on the field data collection sheet for the well from which the duplicate sample was taken.

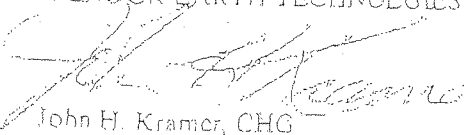
4.0 LIMITATIONS AND SIGNATURE

Condor prepared this Sampling and Analysis Plan in a manner consistent with the standards of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services were performed. Condor has endeavored to determine as much as practical about the site using conventional practices given our scope of services. Condor's involvement in the work performed at this site has been limited to interpreting reviewing permit requirements and sampling procedures, and interpreting hydrogeologic data provided by others. Condor is not responsible for the accuracy and completeness of information collected and developed by others. Data, designs, and professional opinions presented in this Work Plan are based on limited information obtained at the time the work was performed. If any changes are made or errors found in the information used for this report, the interpretations and designs contained herein shall not be considered valid unless the changes or errors are reviewed by Condor and either appropriately modified or re-approved in writing.

The Work Plan was prepared under the direct supervision of a Certified Hydrogeologist registered in the State of California. The report was prepared for our client, identified on the cover page. It is for the sole use of our client. The contents of this Sampling and Analysis Plan may not be used or relied upon by any other person(s) without the express written consent and authorization of our client and Condor. Any questions regarding the content of this document should be addressed to John Kramer at 209.332.0361.

Respectfully submitted,

CONDOR EARTH TECHNOLOGIES, INC



John H. Kramer, CHG
Certified Hydrogeologist No. 182



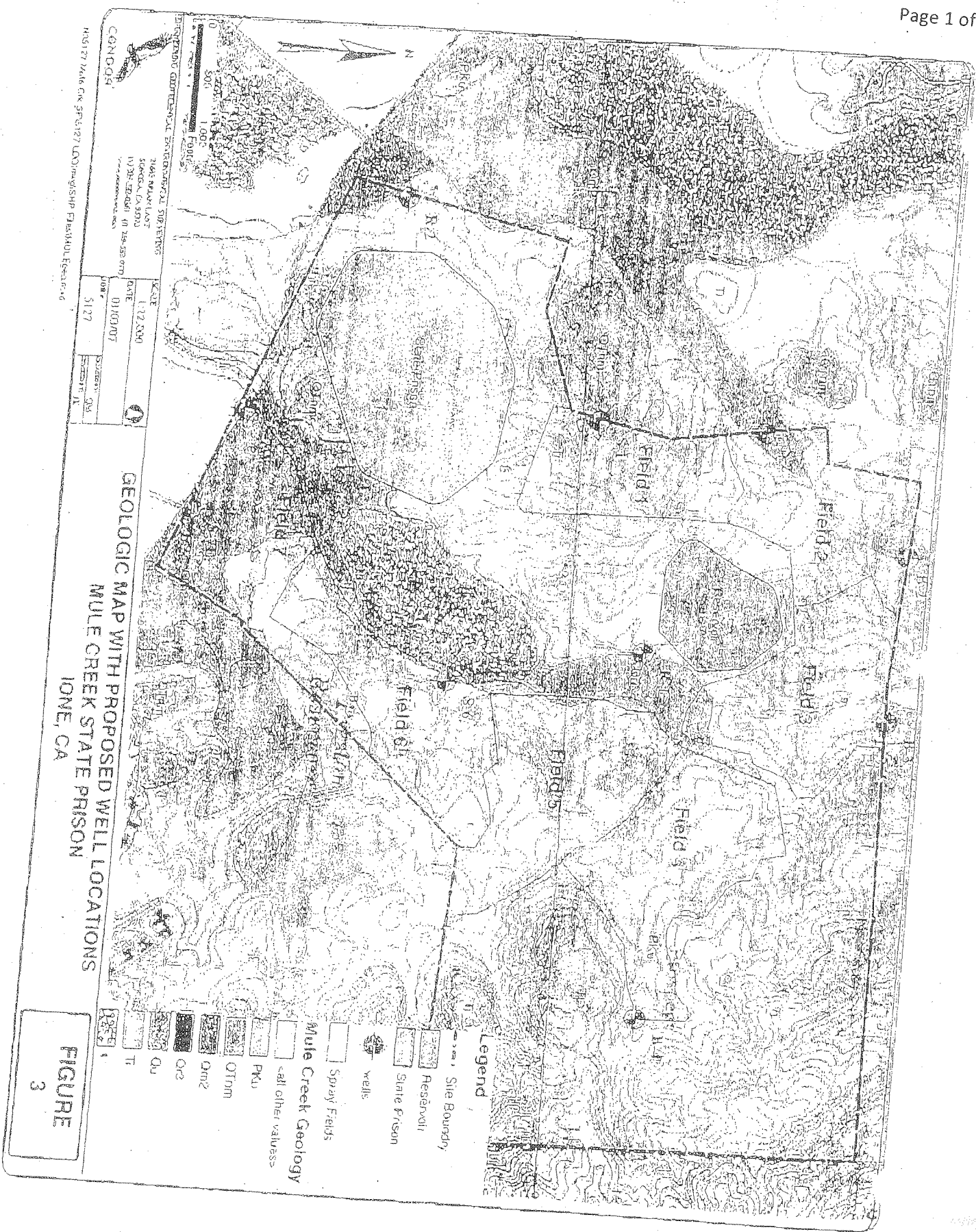


FIGURE 3

HO0177 2446 GK 3P&127 UOD/REG/SHIP P&SH/UL E&E&C-06

Table 1 - WELL CONSTRUCTION DETAILS

Hole ID	R-1	R-2	S-1 DRY	B-1	B-1	S-1A	R-1	S-1	S-1	S-1	S-6	S-7E
Start Date	3/6/2007	3/6/2007	3/6/2007	3/6/2007	3/6/2007	1/7/2007	1/6/2007	1/8/2007	3/5/2007	3/6/2007	3/6/2007	3/7/2007
Finish Date	3/6/2007	3/5/2007	3/9/2007	3/6/2007	3/6/2007	3/3/2007	3/17/2007	3/9/2007	3/12/2007	3/12/2007	3/7/2007	3/7/2007
Estimate	679534.5	679224.8	678887.3	679638.8	68055.6	618310.7	578296.5	678898.2	578919.1	679567.1	679567.1	679194.7
Number	4249320	4250127	4249449	4249300	4249681	4248668	4238854	4239945	4249724	4248945	4248945	4248330
Elevation												
Total Depth	25	40	45	25	44	25	30	37	60	42	22	22
Depth of Well	25	40	NA	23	39	23	30	23	42	22	22	22
MP Elevation (ft)												
DTW from MSP (ft)												
DTW Measured (date)												
Boring Dia. (in)	8 7/8	8	8	8	8	8	8	8	8	8	8	8
Casing Dia. (in)	2	2	NA	2	2	2	2	2	2	2	2	2
Casing Type	Sch 40 PVC	Sch 40 PVC	Sch 40 PVC	Sch 40 PVC	Sch 40 PVC	Sch 40 PVC	Sch 40 PVC	Sch 40 PVC	Sch 40 PVC	Sch 40 PVC	Sch 40 PVC	Sch 40 PVC
Screen Size (in)	0.020	0.030	NA	0.020	0.020	0.016	0.010	0.010	0.010	0.010	0.020	0.010
Casing Depth (ft)	25	43	NA	33	39	23	30	33	42	27	27	22
Casing Stagger (ft)	2.6	3	NA	1	1	3	3	1	1	1	1	2
Screen Bottom (ft)	10	36	NA	18	24	10	15	18	27	12	12	7
Screen Top (ft)	23	43	NA	33	29	23	30	33	42	23	23	22
Blank Borehole (ft)	16	28	NA	18	24	10	15	18	27	12	12	7
Filter Material	P3 Sand	43 Sand	NA	23 Sand	42 Sand	2 1/2 Sand	2 1/2 Sand	2 1/2 Sand	2 1/2 Sand	40 Sand	40 Sand	40 Sand
Filter Pack Depth (ft)	8	25	NA	16	22	8	13	16	23	10	10	5
Screen Bottom (ft)	25	45	NA	35	44	23	30	34	43	29	29	25
Screen Top (ft)	6	24	NA	14	20	6	13	17	26	17	17	12

Grout Type	Neat Cement	Neat Cement	Neat Cement	Neat Cement	Neat Cement	Neat Cement	Neat Cement	Neat Cement	Neat Cement	Neat Cement	Neat Cement	Neat Cement
Bentonite Bottom (R)	8	10	NA	16	21	8	13	16	25	10	5	
Grout Bottom (R)	6	24	28	14	20	6	11	14	23	8	2	
Grout Type	Neat Cement	Neat Cement	Neat Cement	Neat Cement	Neat Cement	Neat Cement	Neat Cement	Neat Cement	Neat Cement	Neat Cement	Neat Cement	Neat Cement

5 - ITS Ranch/0054 WDR Support/Response/0054 Wall Data Table 306

LABORATORY TESTS AND SAMPLE HOLD TIMES

TABLE 1

(Revision 3/2/07)

CONSTITUENTS	METHOD	UNITS	CONTAINERS	PRESERVATIVES	SAMPLE HOLDING TIME
Ground water elevation	Electronic sounder	0.01 feet			Immediate
Temperature	Field method	0.1 °C			Immediate
Field Electrical Conductivity	Field method	1/mhos/cm			Immediate
Field pH	Field method	0.1/mhos/cm			Immediate
VOC	EPA 8260	0.1 Standard Units	2 40-ml VOA	HCL	14 days
Total trihalomethanes	502.2	0.50/g/L	2 40-ml VOA	Cool 4 C	14 days
Total coliform organisms	SM 922 1B	2.2 MPN/100	Plastic (sterile) 125 ml	Cool 4 C	24 hours
Nitrates+Nitrites (as N)	EPA300	0.50 /g/L	Plastic 500 ml	Cool 4 C, H2SO4 to pH<2	28 days
Total Kjeldahl Nitrogen	EPA351.3	1.0 mg/L	(same as nitrate)	Cool 4 C, H2SO4 to pH<2	28 days
Total Dissolved Solids	SM2540C	mg/l	Plastic 1 L	Cool 4°C	7 days
Standard Minerals 2	Varies	mg/l			14 days
Arsenic	SM3113B	mg/L	Plastic 250 ml	Cool 4 C, HNO3 to pH<2	14 days
Boron	EPA 200.7	mg/L	Plastic 250 ml	Cool 4 C HNO3 to pH<2	14 days
Calcium	SM3500Ca-D	3.0 mg/L	Plastic 250 ml	Cool 4 C HNO3 to pH<2	14 days
Iron	SM3111B	Mg/L	Plastic 250 ml	Cool 4 C, HNO3 to pH<2	14 days
Magnesium	SM3500Mg-E	2.0 mg/L	Same as Ca	Cool 4 C, HNO3 to pH<2	14 days
Manganese	SM3111B	0.1 mg/L	Plastic 250 ml	Cool 4C, HNO3 to pH<2	14 days
Sodium	SM3111B	0.10 mg/l.	Same as Ca	Cool 4 C, HNO3 to pH<2	14 days
Chloride	300.0	0.50 mg/L	Same as TDS	Cool 4 C	14 days
Sulfate	300.0	0.50 mg/L	Same as TDS	Cool 4 C	14 days
Total Alkalinity	SM230B	5.0 mg/L	Same as TDS	Cool 4 C	14 days
Bicarbonate	SM230B	5.0 mg/L	Same as TDS	Cool 4 C	14 days
Carbonate	SM230B	5.0 mg/L	Same as TDS	Cool 4 C	14 days
Hardness	130.2	5.0 mg/L	Same as TDS	Cool 4 C	14 days

SERVICE REPORT

Location of Equipment _____

Description of Equipment _____

Equipment 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. 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

Institution Contract Liaison

Print Name Here

Print Name Here

Signature

Date

Signature

Date

GROUNDWATER MONITORING AND REPORTING SERVICES

1. Invoicing and Payment

- a. For services satisfactorily rendered, and upon receipt and approval of Contractor's invoices, the State agrees to compensate the Contractor in accordance with Exhibit B-1, Bid Proposal and the rates specified herein on Exhibit B-2, Rate Sheet, herein.
- b. Invoices shall include the Agreement Number, Purchase Order Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Department of Corrections and Rehabilitation (CDCR)
Sacramento Accounting Services
Attention: Accounts Payable
P. O. Box 187019
Sacramento, CA 95818-7016

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

4. Subcontractors

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

GROUNDWATER MONITORING AND REPORTING SERVICES

The bidder hereby agrees to provide all labor, materials, supplies, licenses, permits, equipment and transportation necessary to perform all services required for the foregoing titled work in accordance with the Scope of Work, all Terms and Conditions, Disabled Veteran Business Enterprise (DVBE) requirements, if applicable, and such addenda thereto as may be issued before the public bid opening date, at the rates set forth by the bidder in Exhibit B-2, Rate Sheet. Exhibit B-2 **must** be submitted with this bid proposal.

Exhibit B-2 shall remain in force for the stated term of this Agreement and shall include every item of expense, direct and indirect, including any taxes incidental to the specified rates.

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

COMPANY NAME:

STREET ADDRESS:	P.O. BOX:
CITY, STATE AND ZIP CODE:	CITY, STATE AND ZIP CODE:
TELEPHONE NUMBER: ()	FAX NUMBER: ()
FEDERAL ID or SOCIAL SECURITY NUMBER:	E-MAIL ADDRESS:

TAX STATUS Individual/Sole Proprietor Estate or Trust Partnership
 Corporation (State in which incorporated _____) Other: _____

PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____ DATE: _____

SMALL BUSINESS PREFERENCE

Current law encourages state departments to first consider a Small Business Enterprise (Small)/ Microbusiness Enterprise (Micro) for contracting opportunities. CDCR is committed to supporting Small/Micro business participation in state contracting and seeks to use certified Small/Micro businesses whenever possible.

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

1. The principal office is located in California
2. The officers are domiciled in California
3. The business is independently owned and operated
4. The business, with any affiliates, is not dominant in its field of operation; and
5. a. For Small Business, either:
 - (1) The business, together with any affiliates, has 100 or fewer employees and averaged annual gross receipts of \$14,000,000 or less over the previous three years, or
 - (2) The business is a manufacturer with 100 or fewer employees
- b. For Micro Business, either:
 - (1) The business, together with any affiliates, has 25 or fewer employees and averaged annual gross receipts of \$3,500,000 or less over the previous three years, or
 - (2) The business is a manufacturer with 25 or fewer employees.

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

To claim the Small/Micro business preference, which may not exceed \$50,000 for any bid, your firm must have a completed application (including proof of annual receipts) on file with the DGS, OSDS, by 5:00 p.m. on the date bids are due, and receipt verified by such office. Therefore, if you are a Small/Micro business, but are not certified, it is to your advantage to become certified. For certification and preference approval process information, contact the OSDS by telephone at (916) 375-4940 or access the OSDS Internet website at www.pd.dgs.ca.gov/smbus/getcertified.htm.

NON-SMALL BUSINESS PREFERENCE REQUEST

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

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

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

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

NONPROFIT VETERAN SERVICE AGENCY (NVSA) SMALL BUSINESS PREFERENCE

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

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

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

1. Request preference at the time of bid submission, and
2. Have a completed application on file with DGS, OSDS by 5:00 p.m. on the date bids are due.

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

IDENTIFICATION OF CONTRACTORS, SUBCONTRACTORS, CONSULTANTS; SMALL/MICRO BUSINESSES AND DVBEs

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

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

If you are a certified Small/Micro business enterprise and fail to complete the Prime Contractor information section below, your business shall be classified as a large business, which will

preclude your bid from receiving the five percent (5%) Small/Micro business preference and can cause incorrect reporting of Small/Micro business and large business participation by CDCR.

If you are a certified DVBE and fail to complete the Prime Contractor information section below, your business shall be classified as a large business, which will preclude your bid from receiving any range of the DVBE incentive and cause incorrect reporting of DVBE participation by CDCR.

PRIME CONTRACTOR NAME: _____

- I am a Small Business Enterprise. My DGS reference number is: _____
- I am a Microbusiness Enterprise. My DGS reference number is: _____
- I am a Disabled Veteran Business Enterprise. My DGS reference number is: _____
- I am a large business seeking the Non-Small Business Subcontractor preference.
- I am a large business.

GROUNDWATER MONITORING AND REPORTING SERVICES

Electronic bid packages include an Excel version of the Rate Sheet (Exhibit B-2) in addition to the PDF file, to assist bidders in computing accurate totals. Bidders should download the Excel version and complete all highlighted cells.

NOTE: Bidder is required to bid each item. Failure to indicate a dollar amount in any item will be grounds to reject the entire bid. A zero dollar (\$0.00) amount listed for any and all items will be interpreted and understood by the State to mean that the bidder indicating a zero dollar amount shall perform any such services at no cost to the State.

A. LANDFILL MONITORING

Description	Cost per Service	X	Est. # of Services	=	Total
Task 1. Purge, Sample, and Collect Field Parameters, Deliver to Lab	\$ -	X	8	=	\$ -
Task 2. Quarterly Reporting	\$ -	X	6	=	\$ -
Task 3. Annual Reporting	\$ -	X	2	=	\$ -
TOTAL AMOUNT FOR A					\$ -

B. EQUIPMENT/MAINTENANCE REPAIR HOURLY RATE

Description	Cost Per Hour	X	Est. # of Hours	=	Total
Equipment/Maintenance Repair Hourly Rate (Normal Business Hours)	\$ -	X	80	=	\$ -

C. PARTS

(Parts Estimate)	\$ 10,000.00
------------------	--------------

D.

TOTAL CONTRACT AMOUNT (A+B+C=D)	\$ -
	BASIS FOR AWARD

Contractor may offer a discount on invoices paid within 30 days of receipt. Discount offered must be at least one-half of one percent and a minimum of \$5.00.

Discount offered on invoices paid within 30 days of receipt = _____ %

* The percent of discount (highest discount prevails) may be used in the event of tie bids. Refer to the Notice to Prospective Bidders, Bid Submission Requirements.

GROUNDWATER MONITORING AND REPORTING SERVICES

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

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

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

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

a. Final Payment

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

b. Informal Appeal

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

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

c. Formal Appeal

If the dispute or claim is not resolved to Contractor's satisfaction by the informal appeal process, Contractor may file with the Associate Director, OBS, and a formal written

appeal within thirty (30) calendar days of the date of CDCR's informal written decision. The formal written appeal shall be addressed as follows:

(SUBJECT)

Associate Director
Office of Business Services
California Department of Corrections and Rehabilitation
10000 Goethe Road, Suite C-1
Sacramento, CA 95827

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

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

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

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

d. Further Resolution

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

e. Contract Disputes with Public Entities

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

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

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

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

However, the State can immediately terminate this Agreement for cause. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State’s notification to the Contractor.

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

3. Contract Suspension

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

4. Responsibility Hearing

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

5. Confidentiality of Data

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

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

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

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

6. Liability for Loss and Damages

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

7. Computer Software Management Memo

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

8. Accounting Principles

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

9. Liability for Nonconforming Work

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

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

10. Subcontractor/Consultant Information

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

11. Contract Violations

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

12. Temporary Nonperformance

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

13. Extension of Term

If it is determined to be in the best interest of the State, this Agreement may be amended to extend the term. Upon signing the amendment, the Contractor hereby agrees to provide services for the extended period at the rates specified in the original Agreement.

14. Employment of Ex-Offenders

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

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

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

15. Electronic Waste Recycling

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

16. Tax

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

17. Licenses and Permits

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

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

18. Permits and Certifications from State Board of Equalization

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

19. Darfur Contracting Act

Effective January 1, 2009, CDCR generally cannot contract with "scrutinized" companies that do business in the African nation of Sudan, as described in Public Contract Code

Sections 10475-10478. A company that currently has (or within the previous three years has had) business activities or other operations outside of the United States must certify that it is not a "scrutinized" company when it submits a bid or proposal to CDCR. A scrutinized company may still submit a bid or proposal for a contract with CDCR if the company first obtains permission from the Department of General Services (DGS).

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

20. Conflict of Interest

The Contractor and their 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.

a. Contractors and Their Employees

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

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

b. Current State Employees

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.
3. In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
 - a. Using an official position for private gain;

- b. Giving preferential treatment to any particular person;
 - c. Losing independence or impartiality;
 - d. Making a decision outside of official channels; and
 - e. Affecting adversely the confidence of the public or local officials in the integrity of the program.
4. Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

c. Former State Employees

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

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to 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 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.

21. Disclosure

Neither the State nor any State employee will 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 indicate violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

22. Security Clearance/Fingerprinting

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

23. Notification of Personnel Changes

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

24. 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: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel records; d) that information 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; and e) 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.

25. 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.

26. 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 at all times as required, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

For all companies and/or businesses and individual providers, the Contractor hereby represents and warrants that the Contractor is currently and shall be, for the duration of this Agreement, at Contractor's expense insured against:

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

The certificate of insurance must include the following provisions:

- The insurer will not cancel the insured's coverage without thirty (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
Office of Business Services
10000 Goethe Road, Suite C-1
Sacramento, CA 95827

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

Auto Liability – Contractor agrees to carry a minimum of \$1,000,000 per claim for bodily injury and property damage liability combined.

27. Disabled Veteran Business Enterprise (DVBE)

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

28. Small Business and DVBE Participation – Commercially Useful Functions

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

Government Code Sections 14837, 14839, 14842, 14842.5
Military and Veterans Code (MVC) Sections 999, 999.6, 999.9

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

29. DVBE Replacement Request

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veteran’s Code (MVC) § 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). The Contractor shall submit requests for DVBE substitutions electronically on the DVBE Substitution form with justification for the substitution to the Office of Business Services; icshelpdesk@cdcr.ca.gov (for institution-related contracts) or to scshelpdesk@cdcr.ca.gov (for all other requests). For assistance with access to the “DVBE Substitution” form and instructions, contact the Department of Corrections and Rehabilitation Office of Business Services SB/DVBE Advocate at sbdvbeadvocate@cdcr.ca.gov. Requests to replace a DVBE subcontractor must be amply documented to show that the replacement meets the criteria as specified in the California Code of Regulations (CCR), Title II, Section 1896.64(c) or the Public Contract Code (PCC) § 4107 (for public works). Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in MVC § 999.9; PCC § 10115.10, or PCC § 4110 (for public works contracts).

30. DVBE Payment Certification

Senate Bill 548 requires prime contractors to certify that payments to DVBE subcontractors were made upon completion of the contract. It is the prime contractor’s responsibility to report to the CDCR and to certify that payments are complete. Prime contractors must return the completed OBS-548 form via mail or fax to the OBS, SB/DVBE Advocate for processing and inclusion in the contract file upon completion of the contract.

31. Travel

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

32. Work Area

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

33. Materials and Workmanship

All materials used and all work performed under the contract shall conform in all respects to the latest amended rules, regulations and requirements which are set forth in the Uniform Building Code, Uniform Plumbing Code; National Electric Code; California Electric Safety

Orders; California Department of Industrial Relations, Division of Industrial Safety regulations; and any other regulatory requirement having jurisdiction over this type of work.

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

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

34. Equipment

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

35. 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, prior to the performance of contracted duties, Contractors and their employees who are assigned to work with inmates/parolees on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CDCR. Regular basis is defined as having contact with inmates/parolees in confined quarters more than once a week.

Contractors and their employees who have contact with inmates/parolees on a regular basis, shall be required to furnish to CDCR, at no cost to CDCR, a form CDCR 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to assuming their contracted duties and annually thereafter, showing that the Contractor and their employees have been

examined and found free of TB in an infectious stage. The form CDCR 7336 will be provided by CDCR upon Contractor's request.

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

36. Bloodborne Pathogens

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

37. 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, or wards who are housed within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates or wards. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates or wards.

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

- a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison 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, and California Welfare and Institutions Code (WIC) Section 1712.

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison 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.

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

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288, 4696, and 4697; WIC 1712.

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

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176(a) and 4696; WIC Section 1712.

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

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

- f. Encouraging and/or assisting prison inmates to escape, is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison 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; Title 15, Sections 4681 and 4710; WIC Sections 1001.5 and 1152.

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

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

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

SOURCE: PC Section 2601; CCR, Title 15, Sections 3383, 4002.5 and 4696.

- i. 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 3174(b)(1) and 4696.

- j. 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(a)(3)(X), and 3177 and 4700(a)(1).

38. 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.

39. Tobacco-Free Environment

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

40. 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.

41. Security Regulations

- a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
- b. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
- c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.
- d. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of time checking in and out of the institution gates and sally ports shall be borne by the Contractor.

- e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/micro cameras are not permitted on institution grounds.
- g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

42. Gate Clearance

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

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

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

CCC-307

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 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; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

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

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

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

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

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

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

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the 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.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)
 STD. 204 (Rev. 6-2003)

1	<p>INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.</p> <p>NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.</p>											
2	<p>PAYEE'S LEGAL BUSINESS NAME (Type or Print)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</td> <td>E-MAIL ADDRESS</td> </tr> <tr> <td>MAILING ADDRESS</td> <td colspan="2">BUSINESS ADDRESS</td> </tr> <tr> <td>CITY, STATE, ZIP CODE</td> <td colspan="2">CITY, STATE, ZIP CODE</td> </tr> </table>			SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)		E-MAIL ADDRESS	MAILING ADDRESS	BUSINESS ADDRESS		CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE	
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MAILING ADDRESS	BUSINESS ADDRESS											
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE											
3 PAYEE ENTITY TYPE CHECK ONE BOX ONLY	<p>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <input type="text"/>-<input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/></p> <p> <input type="checkbox"/> PARTNERSHIP CORPORATION: <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> <input type="checkbox"/> EXEMPT (nonprofit) <input type="checkbox"/> <input type="checkbox"/> ALL OTHERS </p> <hr/> <p> <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: <input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/>-<input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/> </p> <p style="text-align: center; font-size: small;">(SSN required by authority of California Revenue and Tax Code Section 18646)</p>		<p>NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.</p>									
4 PAYEE RESIDENCY STATUS	<p> <input type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. <ul style="list-style-type: none"> <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached. </p>											
5	<p style="text-align: center;">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.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</td> <td>TITLE</td> </tr> <tr> <td>SIGNATURE</td> <td>DATE</td> <td>TELEPHONE</td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">()</td> </tr> </table>			AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)		TITLE	SIGNATURE	DATE	TELEPHONE			()
AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)		TITLE										
SIGNATURE	DATE	TELEPHONE										
		()										
6	<p>Please return completed form to:</p> <p> Department/Office: _____ Unit/Section: _____ Mailing Address: _____ City/State/Zip: _____ Telephone: (____) _____ Fax: (____) _____ E-mail Address: _____ </p>											

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not 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 backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>								
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>								
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. 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 the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>								
4	<p><u>Are you a California resident or nonresident?</u></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov						
For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov						
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>								
	<p><u>Privacy Statement</u></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>								

SUBCONTRACTOR/CONSULTANT LIST

THIS FORM MUST BE COMPLETED AND RETURNED TO THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION, OFFICE OF BUSINESS SERVICES, P.O. BOX 942883, SACRAMENTO, CA 94283-0001.

I will NOT use any subcontractors or consultants in the performance of this Agreement.

The following information **MUST** be provided for **ALL** subcontractors or consultants used by the contractor to perform any labor or render any services under this Agreement. In addition, if known, please indicate whether the subcontractor/consultant is a Small or Micro business or Disabled Veteran Business Enterprise (DVBE) by placing an "X" in the appropriate column and include their Department of General Services (DGS) Reference Number. If a subcontractor(s)/consultant(s) will be used, but no selection has been made, identify the service and estimate the dollar amount of services. If additional space is needed, supplementary sheets in the format below may be attached to this list.

SUBCONTRACTOR OR CONSULTANT NAME, ADDRESS AND PHONE NUMBER	SERVICES TO BE PERFORMED	DOLLAR AMOUNT OF SERVICES	CHECK IF A				DGS REFERENCE NUMBER
			SMALL BUSINESS	MICRO BUSINESS	DVBE	N/A	
NAME: ----- STREET ADDRESS: ----- CITY, STATE, ZIP: ----- PHONE NUMBER: -----							
NAME: ----- STREET ADDRESS: ----- CITY, STATE, ZIP: ----- PHONE NUMBER: -----							
NAME: ----- STREET ADDRESS: ----- CITY, STATE, ZIP: ----- PHONE NUMBER: -----							
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NAME: ----- STREET ADDRESS: ----- CITY, STATE, ZIP: ----- PHONE NUMBER: -----							

Non-Small Business Preference Request and Subcontractor Acknowledgement

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

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

Subcontractor acknowledgements:

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

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

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

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

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

DARFUR CONTRACTING ACT

Pursuant to Public Contract Code Section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Initialing (for Options 1 or 2)</i>	

To be eligible to submit a bid or proposal, please complete only one of the following:

1. _____ We do not currently have, or we have not had within the previous three years,
Initials business activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code section 10476,
Initials but we have received written permission from the Department of General Services (DGS) 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.

OR

3. _____ We currently have, or we have had within the previous three years, business
Initials activities or other operations outside of the United States, but we certify below
+ certification that we are not a scrutinized company as defined in Public Contract Code section
below 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<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>

YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER OPTION # 1 OR # 2 INITIALED OR OPTION # 3 INITIALED AND CERTIFIED.

ACORD**CERTIFICATE OF INSURANCE**

ISSUE DATE (MM/DD/YY)

PRODUCER:

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

COMPANIES AFFORDING COVERAGE

INSURED:

COMPANY LETTER	A
COMPANY LETTER	B
COMPANY LETTER	C
COMPANY LETTER	D
COMPANY LETTER	E

COVERAGES

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

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

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

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

STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS & REHABILITATION
P.O. Box 942883
Sacramento, CA 94283-0001

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

