California Department of Corrections and Rehabilitation

CDCR
www.CDCR.ca.gov

INVITATION FOR BID

Division of Administrative Services
Office of Business Services
Contracts Management Branch

Updated: December 2025

STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION
CONTRACTS MANAGEMENT BRANCH

8/19/26

INVITATION FOR BID (IFB)
NOTICE TO PROSPECTIVE BIDDERS
CONSTRUCTION AND DEMOTITION DEBRIS DISPOSAL AND RECYCLING SERVICES
CORRECTIONAL CONSTRUCTION MENTORSHIP PROGRAM
BID NUMBER C5612621-D, RE-BID 6

RETURN BID TO: CDCR-CMB-Non-IT-Service-Bids@cdcr.ca.gov
Please see Bid Submittal instructions for CDCR's new electronic bid submittal process.

You are invited to review and respond to this IFB C5612621-D, Re-Bid 6, titled Construction Disposal and Recycling Services, for the California Department of Corrections and Rehabilitation (CDCR), Correctional Construction Mentorship (CCM) Program, located at the Institutions/Facilities listed in Exhibit E, List of Participating Institutions and Contact Information. In submitting your bid, you shall comply with the instructions found herein. In addition to those programs and preferences that are specified in this solicitation, Prospective Contractors are encouraged to consider programs and preferences that are available, such as those for the use of small businesses, disadvantaged businesses, disabled veteran businesses, and other businesses covered by State and Federal programs and preferences.

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

The designated contact person for this IFB is:

Contract Analyst: Zaryab Durrani
California Department of Corrections and Rehabilitation
Email address: Zaryab.durrani@cdcr.ca.gov
Phone: 279-210-3759

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

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

Sincerely,

Zaryab Durrani
Zaryab Durrani
Contract Analyst

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BID PACKAGE OVERVIEW

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

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

- Bid Submittal Checklist
- Bidder Acknowledgment/Certification (OBS 300)
- Sample Standard Agreement (STD 213)
- Scope of Work (Exhibit A)
- Construction Waste Management Worksheet (Exhibit A-1)
- Budget Details and Payment Provisions for CCM/FPCM Contracts (Exhibit B)
- Rate Sheet (Exhibit B-1)
  Electronically downloaded bid package includes an Excel spreadsheet file in addition to the PDF version (for additional information, see Exhibit B-1, first paragraph).
- General Terms and Conditions (Exhibit C)
  This document is incorporated in this bid package by reference only and is available on the Internet at Standard Contract Language for Non-IT Services - GTC 02/2025.
- Special Terms and Conditions (Exhibit D)
- List of Participating Institutions/Facilities and Contact Information (Exhibit E)
- CDCR 2301 PREA Policy Information for Volunteers and Contractors (Exhibit F)
- California State Institutions Map (Exhibit G)
- Standard Contractor Certification Clauses (CCC 04/2017)
- Payee Data Record (STD 204)
- Supplement Vendor Payee Data Record Form
- Darfur Contracting Act (OBS 1500)
- Iran Contracting Act (OBS 1502)
- California Civil Rights Laws Certification (OBS 1510)
- GenAI Reporting and Factsheet (OBS 1000)
- Sample Certificate of Insurance
- Bidder Declaration (GSPD-05-105)
- Non-Small Business Preference Request and Subcontractor Acknowledgement (OBS 555)

- California DVBE Bid Incentive Instructions – Selecting Incentive Option
- DVBE Declarations (DGS PD 843)
- DVBE Bid Incentive Request and Acknowledgement (OBS 554)

PROJECTED TIMETABLE

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

IFB Available to Prospective Bidders	August 19, 2026
Letters of Inquiry Submission Date	September 17, 2026
Submission of Bid	October 12, 2026, by 11:00 AM
Public Bid Opening	October 14, 2026, at 2:00 PM
Anticipated Date for Commencement of Services	Upon Approval
Term End Date of Agreement	June 30, 2028

FUNDING

The State's estimate for this Agreement is $ $2,800,000.00. The State's estimate for each Group is as follows:

Group 1 Calipatria State Prison (CAL) Centinela State Prison (CEN)	$ 200,000.00
Group 2 California Institution for Women (CIM) California Institution for Women (CIW) California Rehabilitation Center (CRC)	$ 250,000.00
Group 3 Female Community Reentry Program – San Diego (FCRP-SD)	$ 50,000.00
Group 4 Female Community Reentry Program – Santa Fe Springs (FCRP-SFS)	$ 50,000.00
Group 5 High Desert State Prison (HDSP)	$ 600,000.00
Group 6 California State Prison, Los Angeles County (LAC)	$ 750,000.00
Group 7 Mule Creek State Prison (MCSP)	$ 500,000.00
Group 8 Pelican Bay State Prison (PBSP)	$ 100,000.00
Group 9 Ironwood State Prison (ISP)	$ 50,000.00
Group 10 Richard J. Donovan Correctional Facility (RJD)	$ 250,000.00

BIDDER QUALIFICATIONS AND LICENSING REQUIREMENTS

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

PROHIBITION ON TAX DELINQUENTS

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

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

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

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

BIDDER RESPONSIBILITIES & THE BID PACKAGE

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

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

NOTE:

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

2. In the case of a discrepancy between the Unit Price (e.g., Hourly Rate, Cost per Service) and Item Total (e.g., Hourly Rate x Hours Worked = Item Total), the Unit Price shall prevail. However, if the Unit Price figure is ambiguous, illegible, uncertain, or is omitted, the Item Total shall be divided by the estimated usage (e.g., Hours Worked) to determine the Unit Price. In the case of a discrepancy between the Basis of Award and the sum of the Item Totals, the sum of the Item Totals shall prevail.

3. Bidders are not required to bid on all locations. Bidders may submit for one or more locations. CDCR reserves the right to increase and/or decrease the number of participating CDCR locations throughout the term of this Agreement. Any decrease in the number of participating locations will be provided in writing from CDCR and shall result in no cost to CDCR. Any increase in participating locations will be added by Amendment, and services shall be provided at the same rates as the CDCR location in closest proximity (already included in the Agreement), and same terms as identified herein.

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

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

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

BID SUBMITTAL

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

Any electronic bid received after the Submission of Bid date and time specified in the Projected Timetable will **NOT** be considered. Bidders are ultimately responsible for ensuring timely receipt of their bid. ***It is recommended that Bidders submit bids at least one (1) hour in advance of the bid submission deadline to allow for confirmation of bid submission.***

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

The subject line of the electronic bid must be titled:

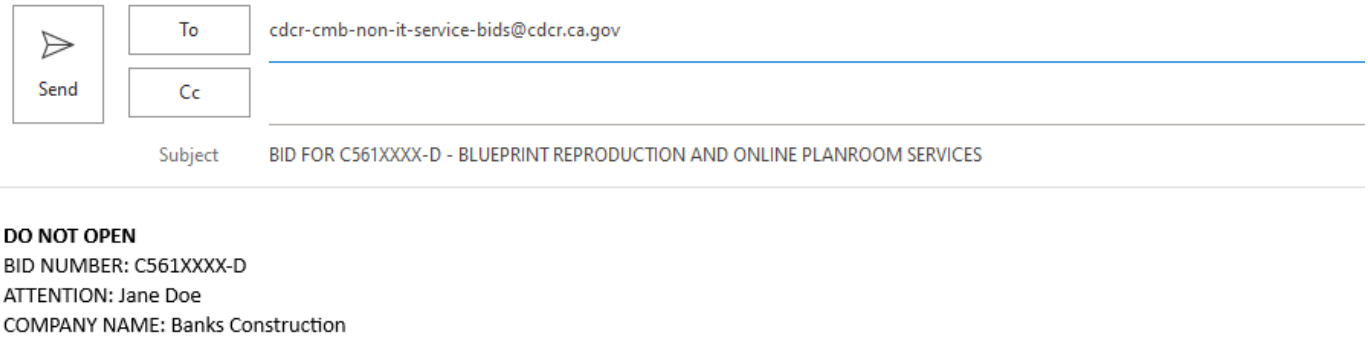
BID FOR C5612621-D, Re-Bid 6 – CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL AND RECYLING SERVICES.

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

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

DO NOT OPEN
BID NUMBER: C5612621-D, Re-Bid 6
ATTENTION: Zaryab Durrani
COMPANY NAME:

(See Sample Below)



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

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

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

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

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 by email to allow CDCR time to research and prepare a response. Submit your letter of inquiry by the date specified in the Projected Timetable Section of this IFB directly to Kristine Harris, Contracts Management Branch, by E-mail: Zaryab.durrani@cdcr.ca.gov .

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

PUBLIC BID OPENING

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

Call-In Number: 1-916-701-9994
Passcode: 340347063#

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

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

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

EXECUTIVE ORDER N-6-22 – RUSSIAN SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI) DISCLOSURE

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

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

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

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

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

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-1, if applicable. If not applicable or if there is a discount tie, a coin toss or lot drawing will be used to determine the bidder entitled to the contract award. The coin toss or lot drawing will be officially witnessed, and all affected bidders will be advised of the tiebreaker method and invited to attend.

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

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

PROTEST AWARD

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

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

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

"Protest Concerning IFB Number C5612621-D, Re-Bid 6 for the California Department of Corrections and Rehabilitation".

Protests **MUST** be filed with:

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

GENERAL PREVAILING RATE OF WAGES

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

AGREEMENT EXECUTION

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

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

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

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

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

EXTENSION OF TERM

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

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM

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

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE

CDCR is committed to meeting and exceeding the three percent (3%) goal for Disabled Veteran Business Enterprise (DVBE) participation in State contracting activities, set forth in Military and Veterans Code 999. The DVBE Incentive Program applies to all contracting activities for services. The DVBE incentive

is applied during the evaluation process and is only applied to responsive bids from responsible bidders proposing DVBE participation. This incentive is for bid computation only.

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

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

Award Based on Low Price

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

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

1. The incentive is subject to a minimum of one percent (1%) and a maximum of five percent (5%) and will not exceed $500,000. Bids with DVBE participation of more than five percent (5%) will be calculated with a five percent (5%) incentive.
2. Bidders with DVBE participation of less than the required percentage listed in the solicitation will be deemed non-responsive and eliminated from any further participation.
3. The Small Business Preference (five percent (5%) up to $50,000) may be combined with the DVBE incentive but will not exceed a combined total of $500,000.
4. The DVBE incentive is computed from the lowest responsive and responsible bid price.

SMALL BUSINESS PREFERENCE PROGRAM

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

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

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

b. For Micro Business, either:
   (1) The business, together with any affiliates, has twenty-five (25) or fewer employees and averaged annual gross receipts of $5,000,000 or less over the previous three years, or
   (2) The business is a manufacturer with twenty-five (25) or fewer employees.

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

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

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

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

NON-SMALL BUSINESS PREFERENCE REQUEST

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

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

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

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

NONPROFIT VETERAN SERVICE AGENCY (NVSA) SMALL BUSINESS PREFERENCE

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

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

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

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

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

IDENTIFICATION OF CONTRACTORS, SUBCONTRACTORS, CONSULTANTS: SMALL/MICRO BUSINESS AND 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 Bidder Declaration (GSPD-05-105). If any changes occur in the submitted original GSPD-05-105, the Contractor shall notify the Office of Business Services (OBS), in writing within ten (10) working days of those changes, including any changes to Small/Micro business or DVBE status.

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

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

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

BIDDER PROVIDING FACILITY(IES)

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

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

BID SUBMITTAL CHECKLIST

CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL AND RECYCLING SERVICES
CORRECTIONAL CONSTRUCTION MENTORSHIP PROGRAM
BID NUMBER C5612621-D, RE-BID 6

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

A complete bid will consist of the documents identified below.

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

_____ Bid Submittal Checklist (this checklist)

_____ Bidder Acknowledgement/Certification (OBS 300)

_____ Rate Sheet (Exhibit B-1)

_____ Original Signed Contractor Certification Clauses (CCC 04/2017)

_____ Payee Data Record (STD 204)

_____ Supplement Vendor Payee Data Record Form

_____ Copy of ***valid*** California city or county business license (if applicable) or, if a corporation is located within the State of California, incorporation documents or a letter from the Secretary of State or, if not a California business, an affidavit that the business is in good standing with the state, province, or country in which the business is headquartered.

_____ Copy of ***valid*** "C-61" Limited Specialty/ "D-63" Construction Clean-up Contractor Specialty License issued by the California Contractors State License Board (CSLB), or a "B" – General Building Contractor License with a subcontractor who possesses the required specialty license.

_____ Copy of valid City/County Commercial Refuse Hauler's Permit or equivalent, (if applicable)

_____ Copy of DMV Motor Carrier Permit

_____ Darfur Contracting Act (OBS 1500)

_____ Iran Contracting Act (OBS 1502)

_____ CA Civil Rights Laws Certification (OBS 1510)

_____ GenAI Reporting and Factsheet (OBS 1000)

_____ Bidder Declaration (GSPD-05-105)

_____ Non-Small Business Preference Request and Subcontractor Acknowledgement (OBS 555), ***if applicable***

_____ DVBE Declarations (DGS PD 843), ***if applicable***

_____ DVBE Bid Incentive Request and Acknowledgement (OBS 554), ***if applicable***

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

Copy of Certificate(s) of Insurance providing:

_____ Proof of Commercial General Liability

_____ Proof of Automobile Liability

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

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-1, Rate Sheet. **Exhibit B-1 Rate Sheet must be submitted with this Bidder Acknowledgement/Certification form.**

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

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

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

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

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

Bidding Preferences Claimed (Check only the preferences claimed)

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

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

Street Address, City, State, Zip Code

Street Address, City, State, Zip Code

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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

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

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

SAMPLE

CONSTRUCTION AND DEMOLITION
DEBRIS DISPOSAL AND RECYCLING SERVICES
CORRECTIONAL CONSTRUCTION MENTORSHIP PROGRAM

1. INTRODUCTION/SERVICES

The Contractor shall provide Construction and Demolition Debris Disposal and Recycling Services on an "as-needed basis" and will be compensated for services in accordance with the Service Rates specified in Exhibit B-1, Rate Sheet, which shall include all labor, equipment, parts, devices, materials, tools, licenses, permits, supervision, inspection, insurance, transportation, travel and per diem, and any other item of expense necessary to provide nonhazardous disposal and recycling services, for the California Department of Corrections and Rehabilitation (CDCR), Correctional Construction Mentorship (CCM) Program (formerly the Inmate/Ward Labor Program), located at the Institutions/Facilities listed in Exhibit E, List of Participating Institutions and Contact Information.

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

2. CONTRACTOR RESPONSIBILITIES

The Contractor shall provide any of the following containers listed below as needed, and as requested by the CCM Site Supervisor:

- Provide **10, 20, 30, or 40** cubic yard (or equivalent) disposal and/or recycling container(s).
- Provide **20, 30, or 40** cubic yard (or equivalent) lockable covered disposal and/or recycling container(s).
- Provide **10** cubic yard "Lowboy" containers for disposal of concrete.
- Provide **2** cubic yard covered, front-loading disposal and/or recycling containers
- Coordinate with the CCM Site Supervisor for delivery and/or pick-up (i.e. delivery of an empty container and/or removal of a container for disposal) within 24-hours of receiving a verbal or email request from the CCM Site Supervisor.
- Confirm receipt of request verbally and in writing via email to the CCM Site Supervisor at the address listed in Exhibit E, List of Participating Institutions and Contact Information.
- Transport debris to a permitted disposal site, recycling facility or material recovery facility, as regulated by the applicable city, county, and/or state.

- Provide recycling services of construction debris as needed, for materials not already covered under an existing recycling Agreement to maintain compliance with the California Green Building Standards Code – Part 11, Title 24, California Code of Regulations (CalGreen), and all regulatory requirements.

- Keep the container(s) in good condition and make all necessary repairs and adjustments at no cost to the CDCR. The CDCR has the right to terminate the Agreement should the Contractor fail to maintain the container(s) properly. The CDCR will give the Contractor full and adequate access to the equipment at reasonable times as negotiated.

If the Contractor is unable to provide the requested container(s) within 24-hours, the Contractor shall obtain the requested container(s) from another source and charge the CDCR at the rate listed in Exhibit B-1, Rate Sheet.

In the event the CCM Site Supervisor is not available at the agreed upon delivery or pick-up date and time, the Contractor shall be compensated for a second trip and may charge the CDCR a Transportation Fee at the rate listed in Exhibit B-1, Rate Sheet.

3. HOLDING/OBSERVATION PERIOD

Some Institutions may require a secured 24-hour holding/observation period for the delivery or pick up of container(s). If requested by the CCM Site Supervisor, the Contractor shall be required to make two (2) trips per pick up or delivery of the debris disposal and/or recycling container(s) within the Institution. The Contractor shall be required to make one (1) trip to deliver a new debris disposal and/or recycling container(s) or haul the full debris disposal and/or recycling container(s) to a secured location for the 24-hour holding/observation period. The Contractor shall then make another trip to deliver and/or pick up the recycling and/or debris disposal container(s) after a 24-hour holding/observation period.

4. RELOCATION / TRANSPORTATION/ RENTAL FEE

For the purposes of this Agreement:

- Relocation shall be defined as moving containers from one construction site to another, within the boundaries of the Institution. The relocation fee excludes the movement of the container(s) from the secured 24-hour holding/observation location. The Contractor shall charge the CDCR for each container(s) that is requested to be relocated as specified in Exhibit B-1, Rate Sheet.

- Transportation shall be defined as delivering containers to or removing containers from a secured location at the Institution for a 24-hour holding/observation period. The Contractor shall then move the container(s) to the location the CCM Site Supervisor has requested. The Contractor shall charge the CDCR per truckload.

- Rental Fee shall be defined as follows: If a container remains on Institutional grounds without being emptied (removed or replaced), for more than sixty (60) calendar days, the Contractor may assess a rental fee. After the first rental fee is

assessed, the Contractor may invoice a rental fee every sixty (60) calendar days thereafter that the container remains on Institutional grounds. If the Rental fee is invoiced at the fee specified in Exhibit B-1, Rate Sheet, Section C, then the Cost Per Unit Fee as specified in Sections A and B of Exhibit B-1, Rate Sheet, shall not be charged.

5. REPORTING

The Contractor shall submit diversion reports along with the corresponding invoice (if applicable) ten (10) days after completion of the project in accordance with current CALGreen Requirements.

Reports at a minimum shall include:

- All data and analysis of the diversion efforts for construction and demolition projects, including weight tickets
- Tonnages of where the material was processed
- Tonnages showing the amount of materials diverted
- Tonnages showing the amount of residual
- All recycling tonnages shall be broken down by material type

The CDCR reserves the right to require the Contractor to augment, or request additional reports or documents, when the CCM Site Supervisor determines whether it is to be required for the administration of the Agreement or to maintain the CDCR's compliance with applicable law(s), including local, state and federal.

Please refer to Exhibit A-1 for the Construction Waste Management (CWM) Worksheet.

6. CDCR RESPONSIBILITIES

The CDCR agrees to return the container(s) in good condition subject to reasonable wear and tear. The CDCR will not be liable for loss or damages to container(s) from any cause whatsoever during the period of transportation or during the period the container(s) are in the possession of the CDCR except when loss or damages result from negligent acts or omissions of the CDCR, its officers, employees or agents.

A signature from the CCM Site Supervisor will be required for each pick-up and/or delivery. A copy of the pick-up/delivery tag shall be left with the CCM Site Supervisor and shall clearly indicate the size of the container(s), time, date, driver's name and service performed (i.e., pick-up, delivery, exchange, drop, return, etc.).

7. LICENSE/PERMIT REQUIREMENTS

The Contractor shall possess a valid "C-61" Limited Specialty/"D-63" Construction Clean-up Contractor specialty license, issued by the California Contractor's State License Board (CSLB) or a "B"-General Building Contractor license with a subcontractor who possesses the required specialty license.

The Contractor shall provide a copy of a valid California city or county business license (if applicable) or, if a corporation is located within the State of California, incorporation documents or a letter from the Secretary of State or, if not a California business, an affidavit that the business is in good standing with the state, province, or country in which the business is headquartered.

The Contractor shall maintain a valid City/County issued Haulers permit for Roll Off services, as applicable.

The Contractor shall maintain a valid California Department of Motor Vehicles Motor Carrier Permit if the Contractor meets any of the following conditions, as indicated by the California Department of Motor Vehicles:

- Any person or business entity that is paid to transport property in their motor vehicle regardless of vehicle size, type, or weight. Entities that transport property for compensation are deemed a 'For-Hire' motor carrier.
- Any person or business entity operating a commercial vehicle with a Gross Vehicle Weight Rating (GVWR) of 10,001 pounds or more, either for commercial or private use, hauling their own goods or property. Entities operating such vehicles are deemed a 'Private' motor carrier.
Operators of any vehicle or a combination of vehicles transporting hazardous materials.
- Operators of a combination of a motor truck and trailer, semitrailers, pole or pipe dollies, auxiliary dollies, and logging dollies, that exceeds forty feet in length when coupled together. For the purpose of an MCP, a “trailer” excludes camp trailers, utility trailers, and trailer coaches.
- Operators of any motor vehicle or combination of motor vehicle and trailer for which the operation requires a commercial driver license, except vehicle combinations including camp trailers, utility trailers, and trailer coaches.

8. WORK HOURS

The Contractor shall provide services Monday through Friday, 7:00 AM to 2:30 PM., excluding State holidays, unless otherwise arranged and approved by the CCM Site Supervisor and the Contractor. The CCM Site Supervisor reserves the right to modify the service business hours to accommodate the Institution and the departmental needs.

9. PAYMENT

The Contractor shall be paid monthly in arrears for services and as approved by the CCM Site Supervisor, in accordance with the rates specified in Exhibit B-1, Rate Sheet.

Travel to the Institution and delays in entering and/or exiting the Institution are excluded from additional compensation.

10. AMOUNT AWARDED

The CDCR is not obligated to expend the entire amount of this Agreement. The frequencies and/or quantities are estimates only and may be changed by the CCM Site Supervisor to meet the CDCR’s needs.

11. CDCR CONTACT INFORMATION

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

- **Billing/Payment Issues**
  Facility Planning, Construction and Management
  Marilee Gillespie, CCM Contract Analyst (Region I-Northern California Locations)
  9838 Old Placerville Road, Suite B
  Sacramento, CA 95827
  Phone Number: (279) 223-2907
  Email: Marilee.Gillespie@cdcr.ca.gov

  Debbie Torres, CCM Contract Analyst (Region II-Central California Locations)
  9838 Old Placerville Road, Suite B
  Sacramento, CA 95827
  Phone Number: (279) 223-2772
  Email: Debora.Torres@cdcr.ca.gov

  Helen Wong, CCM Contract Analyst (Region III-Southern California Locations)
  9838 Old Placerville Road, Suite B
  Sacramento, CA 95827
  Phone Number: (279) 223-2778
  E-Mail: Helen.Wong@cdcr.ca.gov

- **Scope of Service/Performance Issues: CCM Site Supervisor(s):**
  See Exhibit E, List of Participating Institutions and Contact Information

- **General Contract Issues:**
  Office of Business Services
  Contracts Management Branch
  Phone Number: (279) 210-3759
  Email: M_cdcrobscontracts@cdcr.ca.gov

Construction Waste Management (CWM) Worksheet

Note: This sample form may be used to assist in documenting compliance with the waste management plan.

Project Name: _____

Job Number: _____

Project Manager: _____

Waste Hauling Company: _____

Construction Waste Management (CWM) Plan

WASTE MATERIAL TYPE	DIVERSION METHOD		PROJECTED DIVERSION RATE
	COMMINGLED AND SORTED OFF SITE	SOURCE SEPERATED ON SITE	
Asphalt			
Concrete			
Shotcrete			
Metals			
Wood			
Rigid insulation			
Fiberglass insulation			
Acoustic ceiling tile			
Gypsum drywall			
Carpet/carpet pad			
Plastic pipe			
Plastic buckets			
Hardiplank siding and boards			
Glass			
Cardboard			
Pallets			
Job office trash, paper, glass & plastic bottles, can, plastic			
Alkaline and rechargeable batteries, toner cartridges, and electronic devices			
Other:			
Other:			
Other:			
Other:			

1. Invoicing and Payment

a. For services satisfactorily rendered, and upon receipt and approval of Contractor's Itemized invoices, the State agrees to compensate the Contractor in accordance with the rates specified herein on Exhibit B-1 Rate Sheet, and made a part of this Agreement. Exhibit B-1 Rate Sheet shall remain in force for the stated term of this Agreement and shall include every item of expense, direct and indirect, including taxes incidental to the specified rates. There will be no additional compensation for travel, meals, lodging, including, but not limited to, the time involve with entering and exiting the institutions.

b. Invoices shall include the Agreement Number, "Ordered By" name, Project Number (if applicable) and shall be submitted by one of the following:

- Monthly in arrears
- Progress Payments, monthly in arrears
- Lump Sum Payment, at the completion of services

The Contractor shall submit invoices for services rendered no later than sixty (60) days after performance of services along with any Service Reports that are required per the Scope of Work. If invoices are submitted without a required Service Report, the invoice will be disputed and returned to the Contractor.

c. The Contractor shall submit their invoices electronically to the appropriate email address listed below. The Contractor must use the name on the Agreement and the Agreement Number on the subject line of the email. The email must include an attached PDF file of the invoice, in accordance with the information above, and must reference the institution acronym and invoice number. Separate emails shall be sent for contracts with more than one participating institution, facility, office and/or site with the invoice information as stated above.

For electronic submission of all other FPCM invoices, send invoices to: FPCM-Contract-Invoices@cdcr.ca.gov

If you are unable to submit invoices electronically, please mail your invoices to the Contract Analyst listed on Exhibit A, Scope of Work, at the address listed below:

California Department of Corrections and Rehabilitation
9838 Old Placerville Road, Suite B
P.O. Box 942883
Sacramento, CA 95827

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.

5. Advanced Payment for Non-Profit Organizations

Pursuant to Government Code Section (GC) 11019, upon review and approval of CDCR, the Contractor may request an advance payment for the fiscal year(s) covered by this agreement, which shall not exceed twenty five percent (25%) of the annual budget for each fiscal year. The CDCR will review and determine the need for an advance payment using the criteria contained in the department's procedures for advance payments to Community-Based, Private, Non-Profit Organizations, CDCR shall recover one-twelfth (1/12) of the advance payment each month by the reduction of monthly invoices submitted for payment by the Contractor in accordance with the project budget amount for each fiscal year of the agreement.

6. Bidder Acknowledgement/Certification (OBS 300)

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

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

7. City/County Rate Increase

It is understood that the city/county may regulate some or all of the Contractor's rates for services. In the event the city/county increases the rates that directly affect the services provided in this Agreement, the Contractor may, once during the term of the Agreement, request from the State an increase in the rates stated in this Agreement. The Contractor must submit a written request to the State with a copy of the resolution from the city/county listing the prior rates and new rates and effective date of the new rates.

CONSTRUCTION AND DEMOLITION
DEBRIS DISPOSAL AND RECYCLING SERVICES
CORRECTIONAL CONSTRUCTION MENTORSHIP PROGRAM

Electronic bid packages include an Excel version of this Exhibit B-1, Rate Sheet in addition to the PDF file in order to assist bidders in computing bid totals. Bidders are encouraged to download the Excel version and complete all highlighted cells.

NOTE: Bidders may bid on one (1) or more institution groups. Bidders are not required to bid on all groups. However, if bidding on a group, your bid shall be for all locations within each group. Each item within the selected group you are bidding must be completed. Failure to indicate a dollar amount (BLANK CELL) in any item may be grounds for rejection. A zero dollar ($0.00 or $-) listed for any and all items shall be interpreted and understood by the State to mean that the bidder shall perform any such services at NO COST to the State. Rates must include all fees and taxes.

Any quantities listed in Exhibit B-1, Rate Sheet are CDCR's estimates only. The State does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to omit portions of the work as may be deemed necessary or advisable by the State.

All prices an notations must be printed in ink or typewritten. All prices must be in U.S. currency.

The "Basis of Award" for each Group is strictly used for bidding purposes only to determine the lowest responsive bidder. Each participating location's total basis of award includes a Rate Sheet line item totaling 25% of the sum of the bidder's service rate(s) to allow for additional as-needed, unforeseeable services. As-needed services will be payable at the applicable service rate(s) on the Exhibit B-1 Rate Sheet.

NOTE: The State makes no guarantee that any institution which is included in this bid package will request services.

The Contractor may offer a discount to the amount paid on invoices received and accepted by the CDCR in order for the invoices to be paid within thirty (30) days of receipt. Discount offered on invoices must be at least one percent of the invoice and a minimum of $50.00.

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

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

CONSTRUCTION AND DEMOLITION
DEBRIS DISPOSAL AND RECYCLING SERVICES
CORRECTIONAL CONSTRUCTION MENTORSHIP PROGRAM
CALIPATRIA STATE PRISON (CAL)
CENTINELA STATE PRISON (CEN)

GROUP 1: CAL, CEN

A. Containers	Cost per Unit	X	Estimated Quantity	=	Total
10 Cubic Yard "Lowboy" Containers	$ -	x	40	=	$ -
10 Cubic Yard Container or equivalent	$ -	x	40	=	$ -
20 Cubic Yard Container or equivalent	$ -	x	40	=	$ -
30 Cubic Yard Container or equivalent	$ -	x	40	=	$ -
40 Cubic Yard Container or equivalent	$ -	x	40	=	$ -
			Item A Subtotal	=	$ -

B. Covered/Lockable Containers	Cost per Unit	x	Estimated Quantity	=	Total
2 Cubic Yard Front-Loading Covered/Lockable Container or equivalent	$ -	x	50	=	$ -
20 Cubic Yard Covered/Lockable Container or equivalent	$ -	x	50	=	$ -
30 Cubic Yard Covered/Lockable Container or equivalent	$ -	x	50	=	$ -
40 Cubic Yard Covered/Lockable Container or equivalent	$ -	x	60	=	$ -
			Item B Subtotal	=	$ -

C. Services	Cost	x	Estimated Quantity	=	Total
Rental Fee (if applicable)	$ -	x	50	=	$ -
Relocation Fee	$ -	x	30	=	$ -
Transportation Fee	$ -	x	30	=	$ -
Recycling Fee	$ -	x	50	=	$ -
			Item C Subtotal	=	$ -

D. Disposal	Cost per Ton		Estimated Tonnage	=	Total
Disposal Fee	$ -	x	280	=	$ -
			Item D Subtotal	=	$ -

E. Other		
As Needed Services (25%)	**=**	**$ -**

GRAND TOTAL (SUM OF ITEMS A + B + C + D+ E)	**$ -**
	BASIS OF AWARD

CONSTRUCTION AND DEMOLITION
DEBRIS DISPOSAL AND RECYCLING SERVICES
CORRECTIONAL CONSTRUCTION MENTORSHIP PROGRAM
CALIFORNIA INSTITUTE FOR MEN (CIM)
CALIFORNIA INSTITUTE FOR WOMEN (CIW)
CALIFORNIA REHABILITATION CENTER (CRC)

GROUP 2: CIM, CIW, CRC

A. Containers	Cost per Unit	X	Estimated Quantity	=	Total
10 Cubic Yard "Lowboy" Containers	$ -	x	40	=	$ -
10 Cubic Yard Container or equivalent	$ -	x	40	=	$ -
20 Cubic Yard Container or equivalent	$ -	x	40	=	$ -
30 Cubic Yard Container or equivalent	$ -	x	40	=	$ -
40 Cubic Yard Container or equivalent	$ -	x	40	=	$ -
			Item A Subtotal	=	$ -

B. Covered/Lockable Containers	Cost per Unit	x	Estimated Quantity	=	Total
2 Cubic Yard Front-Loading Covered/Lockable Container or equivalent	$ -	x	40	=	$ -
20 Cubic Yard Covered/Lockable Container or equivalent	$ -	x	40	=	$ -
30 Cubic Yard Covered/Lockable Container or equivalent	$ -	x	40	=	$ -
40 Cubic Yard Covered/Lockable Container or equivalent	$ -	x	40	=	$ -
			Item B Subtotal	=	$ -

C. Services	Cost	x	Estimated Quantity	=	Total
Rental Fee (if applicable)	$ -	x	50	=	$ -
Relocation Fee	$ -	x	40	=	$ -
Transportation Fee	$ -	x	45	=	$ -
Recycling Fee	$ -	x	45	=	$ -
			Item C Subtotal	=	$ -

D. Disposal	Cost per Ton		Estimated Tonnage	=	Total
Disposal Fee	$ -	x	515	=	$ -
			Item D Subtotal	=	$ -

E. Other		
As Needed Services (25%)	**=**	**$ -**

GRAND TOTAL (SUM OF ITEMS A + B + C + D+ E)	**$ -**
	BASIS OF AWARD

CONSTRUCTION AND DEMOLITION
DEBRIS DISPOSAL AND RECYCLING SERVICES
CORRECTIONAL CONSTRUCTION MENTORSHIP PROGRAM
FEMALE COMMUNITY REENTRY PROGRAM- SAN DIEGO (FCRP-SD)

GROUP 3: FCRP-SD

A. Containers	Cost per Unit	X	Estimated Quantity	=	Total
10 Cubic Yard "Lowboy" Containers	$ -	x	20	=	$ -
10 Cubic Yard Container or equivalent	$ -	x	20	=	$ -
20 Cubic Yard Container or equivalent	$ -	x	20	=	$ -
30 Cubic Yard Container or equivalent	$ -	x	20	=	$ -
40 Cubic Yard Container or equivalent	$ -	x	20	=	$ -
			Item A Subtotal	=	$ -

B. Covered/Lockable Containers	Cost per Unit	x	Estimated Quantity	=	Total
2 Cubic Yard Front-Loading Covered/Lockable Container or equivalent	$ -	x	20	=	$ -
20 Cubic Yard Covered/Lockable Container or equivalent	$ -	x	20	=	$ -
30 Cubic Yard Covered/Lockable Container or equivalent	$ -	x	20	=	$ -
40 Cubic Yard Covered/Lockable Container or equivalent	$ -	x	20	=	$ -
			Item B Subtotal	=	$ -

C. Services	Cost	x	Estimated Quantity	=	Total
Rental Fee (if applicable)	$ -	x	50	=	$ -
Relocation Fee	$ -	x	10	=	$ -
Transportation Fee	$ -	x	25	=	$ -
Recycling Fee	$ -	x	30	=	$ -
			Item C Subtotal	=	$ -

D. Disposal	Cost per Ton		Estimated Tonnage	=	Total
Disposal Fee	$ -	x	52	=	$ -
			Item D Subtotal	=	$ -

E. Other		
As Needed Services (25%)	**=**	**$ -**

GRAND TOTAL (SUM OF ITEMS A + B + C + D+ E)	**$ -**
	BASIS OF AWARD

CONSTRUCTION AND DEMOLITION
DEBRIS DISPOSAL AND RECYCLING SERVICES
CORRECTIONAL CONSTRUCTION MENTORSHIP PROGRAM
FEMALE COMMUNITY REENTRY PROGRAM- SANTA FE SPRINGS (FCRP-SFS)

GROUP 4 FCRP-SFS

A. Containers	Cost per Unit	X	Estimated Quantity	=	Total
10 Cubic Yard "Lowboy" Containers	$ -	x	10	=	$ -
10 Cubic Yard Container or equivalent	$ -	x	10	=	$ -
20 Cubic Yard Container or equivalent	$ -	x	8	=	$ -
30 Cubic Yard Container or equivalent	$ -	x	8	=	$ -
40 Cubic Yard Container or equivalent	$ -	x	8	=	$ -
			Item A Subtotal	=	$ -

B. Covered/Lockable Containers	Cost per Unit	x	Estimated Quantity	=	Total
2 Cubic Yard Front-Loading Covered/Lockable Container or equivalent	$ -	x	8	=	$ -
20 Cubic Yard Covered/Lockable Container or equivalent	$ -	x	8	=	$ -
30 Cubic Yard Covered/Lockable Container or equivalent	$ -	x	8	=	$ -
40 Cubic Yard Covered/Lockable Container or equivalent	$ -	x	8	=	$ -
			Item B Subtotal	=	$ -

C. Services	Cost	x	Estimated Quantity	=	Total
Rental Fee (if applicable)	$ -	x	50	=	$ -
Relocation Fee	$ -	x	10	=	$ -
Transportation Fee	$ -	x	22	=	$ -
Recycling Fee	$ -	x	22	=	$ -
			Item C Subtotal	=	$ -

D. Disposal	Cost per Ton		Estimated Tonnage	=	Total
Disposal Fee	$ -	x	30	=	$ -
			Item D Subtotal	=	$ -

E. Other		
As Needed Services (25%)	**=**	**$ -**

GRAND TOTAL (SUM OF ITEMS A + B + C + D+ E)	**$ -**
	BASIS OF AWARD

CONSTRUCTION AND DEMOLITION
DEBRIS DISPOSAL AND RECYCLING SERVICES
CORRECTIONAL CONSTRUCTION MENTORSHIP PROGRAM
HIGH DESERT STATE PRISON (HDSP)

GROUP 5: HDSP

A. Containers	Cost per Unit	X	Estimated Quantity	=	Total
10 Cubic Yard "Lowboy" Containers	$ -	x	200	=	$ -
10 Cubic Yard Container or equivalent	$ -	x	200	=	$ -
20 Cubic Yard Container or equivalent	$ -	x	200	=	$ -
30 Cubic Yard Container or equivalent	$ -	x	150	=	$ -
40 Cubic Yard Container or equivalent	$ -	x	200	=	$ -
			Item A Subtotal	=	$ -

B. Covered/Lockable Containers	Cost per Unit	x	Estimated Quantity	=	Total
2 Cubic Yard Front-Loading Covered/Lockable Container or equivalent	$ -	x	150	=	$ -
20 Cubic Yard Covered/Lockable Container or equivalent	$ -	x	200	=	$ -
30 Cubic Yard Covered/Lockable Container or equivalent	$ -	x	150	=	$ -
40 Cubic Yard Covered/Lockable Container or equivalent	$ -	x	200	=	$ -
			Item B Subtotal	=	$ -

C. Services	Cost	x	Estimated Quantity	=	Total
Rental Fee (if applicable)	$ -	x	50	=	$ -
Relocation Fee	$ -	x	25	=	$ -
Transportation Fee	$ -	x	25	=	$ -
Recycling Fee	$ -	x	40	=	$ -
			Item C Subtotal	=	$ -

D. Disposal	Cost per Ton		Estimated Tonnage	=	Total
Disposal Fee	$ -	x	400	=	$ -
			Item D Subtotal	=	$ -

E. Other		
As Needed Services (25%)	**=**	**$ -**

GRAND TOTAL (SUM OF ITEMS A + B + C + D+ E)	**$ -**
	BASIS OF AWARD

CONSTRUCTION AND DEMOLITION
DEBRIS DISPOSAL AND RECYCLING SERVICES
CORRECTIONAL CONSTRUCTION MENTORSHIP PROGRAM
CALIFORNIA STATE PRISON, LOS ANGELES COUNTY (LAC)

GROUP 6: LAC

A. Containers	Cost per Unit	X	Estimated Quantity	=	Total
10 Cubic Yard "Lowboy" Containers	$ -	x	130	=	$ -
10 Cubic Yard Container or equivalent	$ -	x	120	=	$ -
20 Cubic Yard Container or equivalent	$ -	x	130	=	$ -
30 Cubic Yard Container or equivalent	$ -	x	120	=	$ -
40 Cubic Yard Container or equivalent	$ -	x	120	=	$ -
			Item A Subtotal	=	$ -

B. Covered/Lockable Containers	Cost per Unit	x	Estimated Quantity	=	Total
2 Cubic Yard Front-Loading Covered/Lockable Container or equivalent	$ -	x	160	=	$ -
20 Cubic Yard Covered/Lockable Container or equivalent	$ -	x	150	=	$ -
30 Cubic Yard Covered/Lockable Container or equivalent	$ -	x	150	=	$ -
40 Cubic Yard Covered/Lockable Container or equivalent	$ -	x	150	=	$ -
			Item B Subtotal	=	$ -

C. Services	Cost	x	Estimated Quantity	=	Total
Rental Fee (if applicable)	$ -	x	50	=	$ -
Relocation Fee	$ -	x	90	=	$ -
Transportation Fee	$ -	x	90	=	$ -
Recycling Fee	$ -	x	90	=	$ -
			Item C Subtotal	=	$ -

D. Disposal	Cost per Ton		Estimated Tonnage	=	Total
Disposal Fee	$ -	x	1250	=	$ -
			Item D Subtotal	=	$ -

E. Other		
As Needed Services (25%)	**=**	**$ -**

GRAND TOTAL (SUM OF ITEMS A + B + C + D+ E)	**$ -**
	BASIS OF AWARD

CONSTRUCTION AND DEMOLITION
DEBRIS DISPOSAL AND RECYCLING SERVICES
CORRECTIONAL CONSTRUCTION MENTORSHIP PROGRAM
MULE CREEK STATE PRISON (MCSP)

GROUP 7: MCSP

A. Containers	Cost per Unit	X	Estimated Quanity	=	Total
10 Cubic Yard "Lowboy" Containers	$ -	x	60	=	$ -
10 Cubic Yard Container or equivalent	$ -	x	60	=	$ -
20 Cubic Yard Container or equivalent	$ -	x	200	=	$ -
30 Cubic Yard Container or equivalent	$ -	x	30	=	$ -
40 Cubic Yard Container or equivalent	$ -	x	375	=	$ -
			Item A Subtotal	=	$ -

B. Covered/Lockable Containers	Cost per Unit	x	Estimated Quanity	=	Total
2 Cubic Yard Front-Loading Covered/Lockable Container or equivalent	$ -	x	30	=	$ -
20 Cubic Yard Covered/Lockable Container or equivalent	$ -	x	60	=	$ -
30 Cubic Yard Covered/Lockable Container or equivalent	$ -	x	30	=	$ -
40 Cubic Yard Covered/Lockable Container or equivalent	$ -	x	60	=	$ -
			Item B Subtotal	=	$ -

C. Services	Cost	x	Estimated Quanity	=	Total
Rental Fee (if applicable)	$ -	x	50	=	$ -
Relocation Fee	$ -	x	60	=	$ -
Transportation Fee	$ -	x	60	=	$ -
Recycling Fee	$ -	x	30	=	$ -
			Item C Subtotal	=	$ -

D. Disposal	Cost per Ton		Estimated Tonnage	=	Total
Disposal Fee	$ -	x	2200	=	$ -
			Item D Subtotal	=	$ -

E. Other		
As Needed Services (25%)	**=**	**$ -**

GRAND TOTAL (SUM OF ITEMS A + B + C + D+ E)	**$ -**
	BASIS OF AWARD

CONSTRUCTION AND DEMOLITION
DEBRIS DISPOSAL AND RECYCLING SERVICES
CORRECTIONAL CONSTRUCTION MENTORSHIP PROGRAM
PELICAN BAY STATE PRISON (PBSP)

GROUP 8: PBSP

A. Containers	Cost per Unit	X	Estimated Quantity	=	Total
10 Cubic Yard "Lowboy" Containers	$ -	x	5	=	$ -
10 Cubic Yard Container or equivalent	$ -	x	5	=	$ -
20 Cubic Yard Container or equivalent	$ -	x	12	=	$ -
30 Cubic Yard Container or equivalent	$ -	x	5	=	$ -
40 Cubic Yard Container or equivalent	$ -	x	12	=	$ -
			Item A Subtotal	=	$ -

B. Covered/Lockable Containers	Cost per Unit	x	Estimated Quantity	=	Total
2 Cubic Yard Front-Loading Covered/Lockable Container or equivalent	$ -	x	5	=	$ -
20 Cubic Yard Covered/Lockable Container or equivalent	$ -	x	10	=	$ -
30 Cubic Yard Covered/Lockable Container or equivalent	$ -	x	5	=	$ -
40 Cubic Yard Covered/Lockable Container or equivalent	$ -	x	10	=	$ -
			Item B Subtotal	=	$ -

C. Services	Cost	x	Estimated Quantity	=	Total
Rental Fee (if applicable)	$ -	x	50	=	$ -
Relocation Fee	$ -	x	8	=	$ -
Transportation Fee	$ -	x	8	=	$ -
Recycling Fee	$ -	x	12	=	$ -
			Item C Subtotal	=	$ -

D. Disposal	Cost per Ton		Estimated Tonnage	=	Total
Disposal Fee	$ -	x	75	=	$ -
			Item D Subtotal	=	$ -

E. Other		
As Needed Services (25%)	**=**	**$ -**

GRAND TOTAL (SUM OF ITEMS A + B + C + D+ E)	**$ -**
	BASIS OF AWARD

CONSTRUCTION AND DEMOLITION
DEBRIS DISPOSAL AND RECYCLING SERVICES
CORRECTIONAL CONSTRUCTION MENTORSHIP PROGRAM
IRONWOOD STATE PRISON (ISP)

GROUP 9: ISP

A. Containers	Cost per Unit	X	Estimated Quantity	=	Total
10 Cubic Yard "Lowboy" Containers	$ -	x	9	=	$ -
10 Cubic Yard Container or equivalent	$ -	x	9	=	$ -
20 Cubic Yard Container or equivalent	$ -	x	6	=	$ -
30 Cubic Yard Container or equivalent	$ -	x	6	=	$ -
40 Cubic Yard Container or equivalent	$ -	x	9	=	$ -
			Item A Subtotal	=	$ -

B. Covered/Lockable Containers	Cost per Unit	x	Estimated Quantity	=	Total
2 Cubic Yard Front-Loading Covered/Lockable Container or equivalent	$ -	x	12	=	$ -
20 Cubic Yard Covered/Lockable Container or equivalent	$ -	x	5	=	$ -
30 Cubic Yard Covered/Lockable Container or equivalent	$ -	x	4	=	$ -
40 Cubic Yard Covered/Lockable Container or equivalent	$ -	x	4	=	$ -
			Item B Subtotal	=	$ -

C. Services	Cost	x	Estimated Quantity	=	Total
Rental Fee (if applicable)	$ -	x	10	=	$ -
Relocation Fee	$ -	x	10	=	$ -
Transportation Fee	$ -	x	10	=	$ -
Recycling Fee	$ -	x	10	=	$ -
			Item C Subtotal	=	$ -

D. Disposal	Cost per Ton		Estimated Tonnage	=	Total
Disposal Fee	$ -	x	100	=	$ -
			Item D Subtotal	=	$ -

E. Other		
As Needed Services (25%)	**=**	**$ -**

GRAND TOTAL (SUM OF ITEMS A + B + C + D+ E)	**$ -**
	BASIS OF AWARD

CONSTRUCTION AND DEMOLITION
DEBRIS DISPOSAL AND RECYCLING SERVICES
CORRECTIONAL CONSTRUCTION MENTORSHIP PROGRAM
RICHARD J. DONOVAN CORRECTIONAL FACILITY (RJD)

GROUP 10: RJD

A. Containers	Cost per Unit	X	Estimated Quantity	=	Total
10 Cubic Yard "Lowboy" Containers	$ -	x	45	=	$ -
10 Cubic Yard Container or equivalent	$ -	x	45	=	$ -
20 Cubic Yard Container or equivalent	$ -	x	50	=	$ -
30 Cubic Yard Container or equivalent	$ -	x	50	=	$ -
40 Cubic Yard Container or equivalent	$ -	x	50	=	$ -
			Item A Subtotal	=	$ -

B. Covered/Lockable Containers	Cost per Unit	x	Estimated Quantity	=	Total
2 Cubic Yard Front-Loading Covered/Lockable Container or equivalent	$ -	x	80	=	$ -
20 Cubic Yard Covered/Lockable Container or equivalent	$ -	x	80	=	$ -
30 Cubic Yard Covered/Lockable Container or equivalent	$ -	x	80	=	$ -
40 Cubic Yard Covered/Lockable Container or equivalent	$ -	x	80	=	$ -
			Item B Subtotal	=	$ -

C. Services	Cost	x	Estimated Quantity	=	Total
Rental Fee (if applicable)	$ -	x	120	=	$ -
Relocation Fee	$ -	x	100	=	$ -
Transportation Fee	$ -	x	100	=	$ -
Recycling Fee	$ -	x	135	=	$ -
			Item C Subtotal	=	$ -

D. Disposal	Cost per Ton		Estimated Tonnage	=	Total
Disposal Fee	$ -	x	2000	=	$ -
			Item D Subtotal	=	$ -

E. Other		
As Needed Services (25%)	**=**	**$ -**

GRAND TOTAL (SUM OF ITEMS A + B + C + D+ E)	**$ -**
	BASIS OF AWARD

1. <u>Contract Disputes</u> (Supersedes provision number 6, Disputes, of Exhibit C)

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

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

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

a. Final Payment

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

b. Informal Appeal

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

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

c. Formal Appeal

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

(SUBJECT)
Chief
Contracts Management Branch
Office of Business Services
California Department of Corrections and Rehabilitation
9838 Old Placerville Road, Suite B
Sacramento, CA 95827

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

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

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

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

d. Further Resolution

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

e. Contract Disputes with Public Entities

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

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

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

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

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

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

3. Contract Suspension

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

4. Responsibility Hearing

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

5. Confidentiality of Data

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

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

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

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

6. Compliance with Legal Requirements

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

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

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

8. Liability for Loss and Damages

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

9. Computer Software Management Memo

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

10. Accounting Principles

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

11. Liability for Nonconforming Work

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

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

12. Subcontractor/Consultant Information

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

13. Contract Violations

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

14. Temporary Nonperformance

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

15. Extension of Term

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

16. Employment of Ex-Offenders

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

a. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;

b. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (Unauthorized Communications with Prisons and Prisoners Offenses);

c. Ex-Offenders required to register as a sex offender pursuant to Penal Code Section 290 or if such ex-offender has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or

d. Any ex-offender in a position which provides direct supervision of parolees, except in the following instances:

    1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.

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

17. Electronic Waste Recycling

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

18. Tax

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

19. Licenses and Permits

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

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

20. Permits and Certifications from State Board of Equalization

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

21. Darfur Contracting Act

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

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

22. Iran Contracting Act

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

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

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

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

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

23. Conflict of Interest

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

a. Contractors and Their Employees

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

1. The Agreement service has been identified by CDCR as one where there is a greater likelihood that a conflict of interest may occur;

2. The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or

3. The Contractor and/or Contractor's employee(s) serves in a staff capacity with CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for CDCR that would otherwise be performed by an individual holding a position specified in CDCR's Conflict of Interest Code.

b. Current State Employees

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

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

3. In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:

   a. Using an official position for private gain;
   b. Giving preferential treatment to any particular person;
   c. Losing independence or impartiality;
   d. Making a decision outside of official channels; and
   e. Affecting adversely the confidence of the public or local officials in the integrity of the program.

4. Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

c. Former State Employees

1. For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.

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

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

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

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

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

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

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

24. Disclosure

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

25. Additional Disclosure

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

26. Security Clearance/Fingerprinting

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

terminate the Agreement should a threat to security be determined.

27. Notification of Personnel Changes

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

28. Hiring Considerations

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

29. Contractor Employee Misconduct

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

30. Workers' Compensation

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

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

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

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

31. <u>Insurance Requirements</u>

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

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

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:

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

The certificate of insurance must include the following provisions:

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

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

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

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

32. Disabled Veteran Business Enterprise (DVBE)

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

33. Small Business and DVBE Participation – Commercially Useful Functions

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

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

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

34. DVBE Replacement Request

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veteran's Code (MVC) § 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). The Contractor shall submit requests for DVBE substitutions electronically on the DVBE Substitution form with justification for the substitution to the Office of Business Services, m_cdcrobscontracts@cdcr.ca.gov. For assistance with access to the "DVBE Substitution" form and instructions, contact the Department of Corrections and Rehabilitation Office of Business Services SB/DVBE

Advocate at sbdvbeadvocate@cdcr.ca.gov. Requests to replace a DVBE subcontractor must be amply documented to show that the replacement meets the criteria as specified in the California Code of Regulations (CCR), Title II, Section 1896.73(g) or the Public Contract Code (PCC) § 4107 (for public works). Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in MVC § 999.9; PCC § 10115.10, or PCC § 4110 (for public works contracts).

35. DVBE Payment Certification

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

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

36. Travel

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

37. Indemnification

The Contractor shall hold the State, its officers, agents, and employees harmless and indemnify and defend the State for any claims for damages arising out of occurrences, accidents, or misuse by the Contractor or its purchasers resulting from waste collected from the State and the Contractor recycling the waste for production of by-products for third-party use.

38. Prevailing Wage Rates

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

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

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

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

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

39. Tuberculosis (TB) Testing

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

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

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

40. Bloodborne Pathogens

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

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

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

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

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

   SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415, and California Welfare and Institutions Code (WIC) Section 1712.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

42. <u>Clothing Restrictions</u>

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

43. <u>Tobacco-Free Environment</u>

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.

44. <u>Prison Rape Elimination Policy</u>

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

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

All Contractors and their employees are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

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

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

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

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

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

45. <u>Security Regulations</u>

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.

46. <u>Gate Clearance</u>

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.

CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL AND RECYCLING SERVICES CORRECTIONAL CONSTRUCTION MENTORSHIP PROGRAM

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

Institution / Facility	Contract Liaison and Email Address	Telephone Number
Calipatria State Prison (CAL) 7018 Blair Road Calipatria, CA 92233	**Billing/Payment Issues:** Helen Wong, CCM Contract Analyst Helen.Wong@cdcr.ca.gov **Performance/Scope of Work Issues:** Eduardo Gomez, CCM Construction Supervisor II Eduardo.Gomez@cdcr.ca.gov	(279) 223-2778 (760) 348-7039
California Institution for Men (CIM) 14901 Central Avenue Chino, CA 91710	**Billing/Payment Issues:** Helen Wong, CCM Contract Analyst Helen.Wong@cdcr.ca.gov **Performance/Scope of Work Issues:** Aaron Chamberlain, CCM Construction Supervisor II aaron.chamberlain@cdcr.ca.gov	(279) 223-2778 (909) 664-4416
California Institution for Women (CIW) 16756 Chino-Corona Road Corona, CA 92878	**Billing/Payment Issues:** Helen Wong, CCM Contract Analyst Helen.Wong@cdcr.ca.gov **Performance/Scope of Work Issues:** Freddie Kane, CCM Construction Supervisor III Freddie.Kane@cdcr.ca.gov	(279) 223-2778 (909) 597-4733 ext. 209
California State Prison, Los Angeles County (LAC) 44750 60th Street West Lancaster, CA 93536	**Billing/Payment Issues:** Helen Wong, CCM Contract Analyst Helen.Wong@cdcr.ca.gov **Performance/Scope of Work Issues:** Nathan Coe, CCM Construction Supervisor II Nathan.Coe@cdcr.ca.gov	(279) 223-2778 (805) 603-3665
California Rehabilitation Center (CRC) 5th Street & Western Norco, CA 91760	**Billing/Payment Issues:** Helen Wong, CCM Contract Analyst Helen.Wong@cdcr.ca.gov **Performance/Scope of Work Issues:** Jacob Turner, CCM Construction Supervisor II Jacob.Turner1@cdcr.ca.gov	(279) 223-2778 (909) 247-9410

Institution / Facility	Contract Liaison and Email Address	Telephone Number
Centinela State Prison (CEN) 2302 Brown Road Imperial, CA 92251	**Billing/Payment Issues:** Helen Wong, CCM Contract Analyst Helen.Wong@cdcr.ca.gov **Performance/Scope of Work Issues:** Eduardo Gomez, CCM Construction Supervisor II Eduardo.Gomez@cdcr.ca.gov	(279) 223-2778 (760) 348-7039
Female Community Reentry Program – San Diego (FCRP SD) 3050 Armstrong Street San Diego, CA 92111	**Billing/Payment Issues:** Helen Wong, CCM Contract Analyst Helen.Wong@cdcr.ca.gov **Performance/Scope of Work Issues:** Nathan Townsend, CCM Construction Supervisor III Nathan.Townsend@cdcr.ca.gov	(279) 223-2778 (619) 661-6925
Female Community Reentry Program – Santa Fe Springs (FCRP SFS) 11121 Bloomfield Ave. Santa Fe Springs, CA 90670	**Billing/Payment Issues:** Helen Wong, CCM Contract Analyst Helen.Wong@cdcr.ca.gov **Performance/Scope of Work Issues:** Freddie Kane, CCM Construction Supervisor III Freddie.Kane@cdcr.ca.gov	(279) 223-2778 (909) 597-4733 ext. 209
High Desert State Prison (HDSP) 475-750 Rice Canyon Road Susanville, CA 96130	**Billing/Payment Issues:** Marilee Gillespie, CCM Contract Analyst Marilee.Gillespie@cdcr.ca.gov **Performance/Scope of Work Issues:** Michael Carter, CCM Construction Supervisor II Michael.Carter2@cdcr.ca.gov	(279) 223-2907 (530) 257-5918
Ironwood State Prison (ISP) 19005 Wiley's Well Road Blythe, CA 92225	**Billing/Payment Issues:** Helen Wong, CCM Contract Analyst Helen.Wong@cdcr.ca.gov **Performance/Scope of Work Issues:** Freddie Kane, CCM Construction Supervisor III Freddie.Kane@cdcr.ca.gov	(279) 223-2778 (909) 597-4733 ext. 209

Institution / Facility	Contract Liaison and Email Address	Telephone Number
Mule Creek State Prison (MCSP) 4001 Highway 104 Ione, CA 95640	**Billing/Payment Issues:** Marilee Gillespie, CCM Contract Analyst Marilee.Gillespie@cdcr.ca.gov **Performance/Scope of Work Issues:** Paul Whitmore, CCM Construction Supervisor Rodney.Whitmore@cdcr.ca.gov	(279) 223-2907 (209) 274-0136
Pelican Bay State Prison (PBSP) 5905 Lake Earl Drive Crescent City, CA 95531	**Billing/Payment Issues:** Marilee Gillespie, CCM Contract Analyst Marilee.Gillespie@cdcr.ca.gov **Performance/Scope of Work Issues:** Branden Bieber, CCM Construction Supervisor II Branden.Bieber@cdcr.ca.gov	(279) 223-2907 (707) 465-4764
Richard J. Donovan Correctional Facility (RJD) 480 Alta Road San Diego, CA 92179	**Billing/Payment Issues:** Helen Wong, CCM Contract Analyst Helen.Wong@cdcr.ca.gov **Performance/Scope of Work Issues:** Nathan Townsend, CCM Construction Supervisor III Nathan.Townsend@cdcr.ca.gov	(279) 223-2778 (619) 661-6925

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

Historical Information

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

CDCR Policy

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

CDCR's policy provides for the following:

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

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

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

Professional Behavior

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

- Treating everyone, staff and offenders alike, with respect.
- Speaking without judging, blaming, or being demeaning.
- Listening to others with an objective ear and trying to understand their point of view.

- Avoiding gossip, name calling, and what may be perceived as offensive or "off-color" humor.
- Taking responsibility for your own behavior.

Preventative Measures

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

The following are ways in which you can help:

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

Detection

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

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

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

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

Volunteer/Contractor Name (Printed)	Date Signed
Signature of Volunteer/Contractor	Current Assignment within Institution
Contact Telephone Number	Supervisor in Current Assignment

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

Duty to Report

You are required to answer the following questions:

1) Have you ever engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, other institution?
   ☐ Yes ☐ No If yes, provide the date of the incident and the facility name in the space below.

2) Have you ever been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse?
   ☐ Yes ☐ No If yes, provide the date of the incident and the county in the space below.

3) Have you ever been civilly or administratively found to have engaged in the activity described in question (2) above?
   ☐ Yes ☐ No If yes, provide the date of the incident and the county in the space below.

4) Have you ever received any disciplinary action as a result of allegations of sexual harassment of an inmate in a prison, jail, lockup, community confinement facility, or other institution?
   ☐ Yes ☐ No If yes, provide the date of the incident and the facility name in the space below.

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

Date:_____

Facility/County Name:_____

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

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

Printed	
Signature:	Date

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

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

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) Provide that every employee who works on the proposed Agreement will:

1. receive a copy of the company's drug-free 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: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

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. (PCC 10296) (Not applicable to public entities.)

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.

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.

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 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).

DOMESTIC PARTNERS:

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

GENDER IDENTITY:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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.

a) Current State Employees (PCC 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.

b) Former State Employees (PCC 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. (PCC 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. (PCC 10430 (e))

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)

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.)

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.

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.

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.

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.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

Print Form | Reset Form

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

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

STD 204 (Rev. 03/2021)

Section 1 – Payee Information

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

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

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

CITY, STATE, ZIP CODE	E-MAIL ADDRESS

Section 2 – Entity Type

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

- ☐ **SOLE PROPRIETOR / INDIVIDUAL**
- ☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*
- ☐ **PARTNERSHIP**
- ☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)

- ☐ **MEDICAL** *(e.g., dentistry, chiropractic, etc.)*
- ☐ **LEGAL** *(e.g., attorney services)*
- ☐ **EXEMPT** *(e.g., nonprofit)*
- ☐ **ALL OTHERS**

Section 3 – Tax Identification Number

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

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

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

___ ___ ___ -___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

___ ___ - ___ ___ ___ ___ ___ ___ ___

Section 4 – Payee Residency Status (See instructions)

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

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

- ☐ No services performed in California
- ☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

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

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS

SIGNATURE	DATE	TELEPHONE *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	UNIT/SECTION
CDCR - Accounting Services Branch	Accounts Payable B - Client Management Unit

MAILING ADDRESS	FAX	TELEPHONE *(include area code)*
10000 Goethe Road		(916) 255-5514

CITY	STATE	ZIP CODE	E-MAIL ADDRESS
Sacramento	CA	95827	ClientManagementUnitVendor@cdcr.ca.gov

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

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

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

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

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).
NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

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

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

Section 1 – Payee Information

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

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

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.
Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

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

Section 3 – Tax Identification Number

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

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

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

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

Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 – Certification

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

Section 6 – Paying State Agency

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

Privacy Statement

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

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

STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION
Rev. 05/1/2021

SUPPLEMENT VENDOR PAYEE DATA RECORD FORM

Form to be completed by Vendor.

LEGAL NAME OF BUSINESS	
DBA	
FEIN OR SSN NUMBER	
BUSINESS PHYSICAL ADDRESS	
STREET	
CITY	
STATE	ZIP
REMIT TO INFORMATION (WHERE YOU WANT YOUR PAYMENTS SENT. ADDRESS MUST MATCH REMIT TO ADDRESS ON INVOICE.)	
COMPANY NAME	
STREET(P.O. Box)	
CITY	
STATE	ZIP
CONTACT INFORMATION	
SALES CONTACT PERSON	ACCOUNTING CONTACT PERSON
TITLE	TITLE
PHONE	PHONE
FAX	FAX
SALES E-MAIL ADDRESS	
WEB-SITE ADDRESS:	

PURCHASING INFORMATION

☐ SERVICE TYPE OF SERVICE PROVIDED:

☐ COMMODITY TYPE OF PRODUCT PROVIDED:

STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION
Rev. 6/2/20

SUPPLEMENT VENDOR PAYEE DATA RECORD FORM

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

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

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

WITHHOLDING TAX INFORMATION

- ☐ RENTS
- ☐ ROYALTIES
- ☐ OTHER INCOME (PRIZED, AWARDS)
- ☐ FISHING BOAT PROCEEDS
- ☐ MEDICAL AND HEALTHCARE PAYMENTS
- ☐ NONEMPLOYEE COMPENSATION
- ☐ SUBSTITUTE PAYMENTS (DIVIDENDS/INTEREST)
- ☐ DIRECT SALES
- ☐ CROP INSURANCE PROCEEDS
- ☐ EXCESS GOLDEN PARACHUTE PAYMENTS
- ☐ GROSS PROCEEDS PAID TO AN ATTORNEY
- ☐ STATE TAX WITHHELD

TYPE OF RECIPIENT (PLEASE SELECT ONE/ SHOULD MATCH SECTION 3 OF STD 204)

- ☐ CORPORATION (REGULAR)---------- **(SELECT "ALL OTHERS" ON 204)**
  - ☐ MEDICAL CORPORATION--------- **(SELECT "MEDICAL" ON 204)**
  - ☐ LEGAL CORPORATION---------- **(SELECT "LEGAL" ON 204)**
  - ☐ NON-PROFIT CORP.----- **(SELECT "EXEMPT(N. PROF)" ON 204)**
  - ☐ LLC C-CORPORATION -------- **(SELECT "ALL OTHERS" ON 204)**
  - ☐ LLC S-CORPORATION-------- **(SELECT "ALL OTHERS" ON 204)**
- ☐ LLC PARTNERSHIP ---------- **(SELECT "PARTNERSHIP" ON 204)**
- ☐ SINGLE MEMBER LLC ----- **(SELECT "SOLE PROP, INDIV LLC" ON 204)**
- ☐ TAX EXEMPT ORG. ---------- **(OTHER THAN NON PROFIT CORP.)**
- ☐ INDIVIDUAL/ SOLE PROP-- **(SELECT "SOLE PROP, INDIV LLC" ON 204)**
- ☐ ESTATE---------- **(SELECT "ESTATE" ON 204)**
- ☐ QUALIFIED INTERMEDIARY
- ☐ ARTIST OR ATHLETE
- ☐ GOVERNMENT OR INT. ORGANIZATION
- ☐ NOMINEE
- ☐ FIDUCIARY
- ☐ AUTHORIZES FOREIGN AGENT
- ☐ TYPE OF RECIPIENT UNKNOWN
- ☐ PRIVATE FOUNDATION

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

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

COMPANY NAME

DBA

STREET(P.O. Box)

CITY

STATE | ZIP

DARFUR CONTRACTING ACT
Bid Number: C5612621-D Re-Bid 6

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

Select only one of the following options:

OPTION #1 – NO ACTIVITIES OUTSIDE THE US
If your company has not, within the previous three years, had any business activities or other operations outside of the United States, print your company name, date and signature below:

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

OPTION #2 - CERTIFICATION
If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

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

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

OPTION #3 – WRITTEN PERMISSION FROM DGS
Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

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

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

IRAN CONTRACTING ACT

C5612621-D Re-Bid 6

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

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

OPTION #1 - CERTIFICATION

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

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

OPTION #2 – EXCEPTIONS

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

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

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

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

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

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over $100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

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

CERTIFICATION

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

Generative Artificial Intelligence (GenAI) Reporting and Factsheet

Section 1: Bidder/ Offerer / Contractor Information

Solicitation/ Contract
C5612621-D **Re-Bid 6**

Number Bidder ID/ Vendor ID (optional)

Business Name

Business Telephone Number

Business Address

City **State** **Zip Code**

Contract / Description of Purchase

Section 2: Disclosure and Factsheet

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

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

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

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

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

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

Signature

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

Signature **Date**

Submit completed form to the awarding department

GenAI Reporting and Factsheet Instructions

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

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

ACORD # CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER:

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

SAMPLE

COMPANIES AFFORDING COVERAGE

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

INSURED:

COVERAGES

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

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

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

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

CERTIFICATE HOLDER

California Department of Corrections and Rehabilitation
Office of Business Services
9838 Old Placerville Rd, Suite B-2
Sacramento, CA 95827
FAX (916) 255-6187

CANCELLATION

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

BIDDER DECLARATION

1. Prime bidder information **(Review attached Bidder Declaration Instructions prior to completion of this form)**:

a. Identify current California certification(s) **(MB, SB, NVSA, DVBE):** _____ **or None** ____ (If "None", go to Item #2)

b. Will subcontractors be used for this contract? **Yes** ___ **No** ___ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

_____

_____

c. If you are a California certified DVBE: (1) Are you a broker or agent? **Yes** ___ **No** ___
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ___ **No** ___ **N/A** ___

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

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

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

BIDDER DECLARATION Instructions

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

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

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

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

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

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

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

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

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

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

---

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

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

2. *(continued)* **Column Labels**

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

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

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

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

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

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

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

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

Enter "**N/A**" if the:

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

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

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

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

Non-Small Business Preference Request and Subcontractor Acknowledgement

Name of Bidding Firm / Prime Contractor	CDCR IFB or RFP Number: C5612621-D Re-Bid 6
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:	

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
BID INCENTIVE INSTRUCTIONS

(09/03/09)

Please read the instructions carefully before you begin.

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

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

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

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

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

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

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

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

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

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

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

THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:

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

Other State and Federal Agencies, and Local Organizations:

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

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

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

RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to: http://www.pd.dgs.ca.gov/smbus/advocate.htm.

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

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

U.S. Small Business Administration (SBA): Use the Central Contractor Registration (CCR) on-line database. *Internet contact only* –Database: www.ccr.gov/.	**FOR:** Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification.)
Local Organizations: Go to www.pd.dgs.ca.gov/smbus and select: DVBE Local Contacts (New 02/09) (pdf)	**FOR:** List of potential DVBE subcontractors
DGS-PD **EProcurement** Website: www.eprocure.dgs.ca.gov Phone: (916)375-2000 Email: eprocure@dgs.ca.gov	**FOR:** • SB/DVBE Search • CSCR Ads • Click on Training tab to Access eProcurement Training Modules including: Small Business (SB)/DVBE Search
DGS-PD **Office of Small Business and DVBE Services (OSDS)** 707 Third Street, Room 1-400, West Sacramento, CA 95605 Website: www.pd.dgs.ca.gov/smbus OSDS Receptionist, 8 am-5 pm: (916) 375-4940 PD Receptionist, 8 am-5 pm: (800) 559-5529 Fax: (916) 375-4950 Email: osdchelp@dgs.ca.gov	**FOR:** • Directory of California-Certified DVBEs • Certification Applications • Certification Information • Certification Status, Concerns • General DVBE Program Info. • DVBE Business Utilization Plan • Small Business/DVBE Advocates

Commercially Useful Function Definition

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

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

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

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

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

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

DGS PD 843 (Rev. 9/2019)
Formerly STD. 843

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

SECTION 1

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

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

Solicitation/Contract Number: C5612621-D Re-Bid 6 SCPRS Ref. Number: _____
(FOR STATE USE ONLY)

SECTION 2

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

☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.

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

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

_____ _____ _____
(Printed Name of DV Owner/Manager) (Signature of DV Owner/ Manager) (Date Signed)

_____ _____ _____
(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)

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

Firm/Principal Phone: _____ Address: _____

SECTION 3

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

☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.

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

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

_____ _____
(Printed Name) (Signature) (Date Signed)

_____ _____ _____
(Address of Owner) (Telephone) (Tax Identification Number of Owner)

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

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

Page ____ of ____

PRINT CLEAR

DVBE Bid Incentive Request and Acknowledgement

Name of Prime Contractor:	CDCR IFB or RFP Number: C5612621- D, Re-Bid 6

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

Subcontractor/Supplier Acknowledgement

Subcontractor acknowledgements:

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

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

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

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

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