

**STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS
AND REHABILITATION
INVITATION FOR BID**

BID NO. 5600001211 Rebid No. 1

Date: January 28, 2011

The California Department of Corrections and Rehabilitation (CDCR), Division of Adult Parole Operations (DAPO), Region III, hereafter referred to as the State, is inviting responses to this Invitation for Bid (IFB) entitled Residential Substance Abuse Services. **This rebid is for the Antelope Valley location only (previously Site 3).**

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

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

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

- Notice to Prospective Bidders
- Bid Submittal Checklist
- Sample Standard Agreement (STD 213)
- Scope of Work (Exhibit A)
- HIV Prevention (Exhibit A-1)
- Budget Detail and Payment Provisions (Exhibit B)
- Bid Proposal (Exhibit B-1)
- Rate Sheet (Exhibit B-2)

- General Terms and Conditions (Exhibit C)

This document is incorporated in this bid package by reference only and is available on the Internet at <http://www.documents.dgs.ca.gov/ols/GTC-307.doc> . If you do not have Internet access, you may request a hard copy of Exhibit C by contacting the contract analyst listed below.

- Special Terms and Conditions (Exhibit D)
- Parolee Register of Participation (Exhibit E)
- (HIPAA) Business Associates Agreement (Exhibit F)
- Physical Site Evaluation Checklist (Attachment 1)
- Standard Contractor Certification Clauses (CCC)
*This document is incorporated in this bid package by reference only and is available on the Internet at <http://www.documents.dgs.ca.gov/ols/CCC-307.doc>. You **MUST** submit an original signed copy with your bid package. If you do not have Internet access, you may request a hard copy of the CCC by contacting the contract analyst listed below.*
- Payee Data Record (STD 204)
- Subcontractor/Consultant List
- STD 850 – Fire Safety Inspection Request
- OBS 550 – Non-Small Business Subcontractor Preference Request
- OBS 551 – Small Business Subcontractor/Supplier Acknowledgement
- OBS 1500 – Darfur Contracting Act
- Sample Certificate of Insurance
- Facility Inspection Report, CDC 1275
- California DVBE Program Requirements – Not for Goods and Information Technology
- GSPD-05-105 – Bidder Declaration
- STD 843 – DVBE Declarations
- OBS 552 – DVBE Incentive Request
- OBS 553 – DVBE Subcontractor Acknowledgment

NOTE: If your bid exceeds \$15,000, failure to submit the completed DVBE worksheets with your bid proposal will result in automatic rejection of your bid.

- STD 830 – Target Area Contract Preference Act (TACPA) form
- STD 831 – Enterprise Zone Act (EZA) form

- STD 832 – Local Agency Military Base Recovery Area (LAMBRA) form
- DGS/PD 526 – Bidder's Summary form

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

Angel Ramsey
(916) 255-6141
Angel.ramsey@cdcr.ca.gov
California Relay Service 1-800-735-2929

**THE STATE OF CALIFORNIA
Department of Corrections and Rehabilitation**

NOTICE TO PROSPECTIVE BIDDERS

Residential Substance Abuse Services

Bid No. 5600001211 Rebid No. 1

I. PROJECTED TIMETABLE

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

IFB Available to Prospective Bidders January 28, 2011

Submission of Bid/ Public Bid Opening February 14, 2011 @ 3:00pm

Anticipated Date for Commencement of Services Upon Approval

Termination of Agreement December 31, 2012

II. FUNDING

The state estimates that the total amount of this contract shall **not exceed** \$250,000.

III. 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.

IV. BIDDER RESPONSIBILITIES & THE BID PACKAGE

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

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

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

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

V. BID SUBMITTAL

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

<u>MAIL DELIVERY,</u>	California Department of Corrections and Rehabilitation
<u>HAND DELIVERY, or</u>	Office of Business Services, Contracts Management Branch
<u>OVERNIGHT MAIL:</u>	Attention: Angel Ramsey
	10000 Goethe Road, Suite C1
	Sacramento, CA 95827

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

Bids that are not properly marked may be disregarded. All completed bids and required documents shall be packaged and submitted in a sealed envelope to the address specified in the section entitled "Bid Submission Requirements". The sealed envelope must be clearly marked "BID FOR Residential Substance Abuse Services - AGREEMENT NO. 5600001211 Rebid No. 1 Attention: Angel Ramsey - DO NOT OPEN." Failure to do so may result in the premature opening of, or failure to open, your bid.

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

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

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

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

VI. PUBLIC BID OPENING

If you are planning to attend the public bid opening, you must notify the contact person listed in the cover letter of this IFB five (5) working days before the bid opening date specified in Section I – Projected Timetable. If you and/or your representative require reasonable accommodation to participate in the Public Bid Opening, you must contact the contract analyst identified in this package and identify what reasonable accommodation(s) is required for you to participate.

At the time of the public bid opening, the dollar amount of each bid 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.

VII. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM

NOTE: Bidders need to begin the required DVBE participation process as soon as possible to allow adequate response time for DVBE participants.

- a. DVBE participation of no less than 3 percent is **mandatory** for all bids exceeding \$15,000. These requirements apply whether conducting business as a for-profit or nonprofit individual, partnership or corporation. In order to be deemed responsive and eligible for award of the Agreement, the bidder **must** attain the prescribed goals.

For more information, bidders have been provided with a DVBE Program Requirements resource packet. Additionally, to document DVBE participation, bidders **must** complete and return the Bidder Declaration form (GSPD-05-105) and the DVBE Declarations form (STD 843) attached to this IFB. Failure to complete and submit **all** required forms with the bid, that fully document and meet the DVBE requirement, will cause the bid to be rejected.

- b. The DVBE participation goals must be based on the total amount of the bid proposal
- c. Failure to submit the completed worksheets with the bid proposal will result in automatic rejection of your bid. Your bid will also be rejected if the DVBE requirement is not met.
- d. Proof of Department of General Services (DGS) DVBE certification for your firm and/or subcontractors must be submitted with your DVBE Participation Worksheets.
- e. CDCR's contact for this bid is:

Angel Ramsey
(916) 255-6141
angel.ramsey@cdcr.ca.gov
California Relay Service 1-800-735-2929

IX. NONRESPONSIBLE BIDDER

If a previous Agreement with a prospective bidder was terminated for cause, the State reserves the right to hold a responsibility hearing before awarding the Agreement to

determine if the bidder is responsible. The bid may be rejected if the State deems, at the conclusion of the responsibility hearing, that the bidder is not responsible.

X. BASIS FOR AWARD

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

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

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

CDCR will inspect the Contractor's proposed facility on a pass/fail basis prior to contract award to ensure compliance with predetermined criteria listed on the Physical Site Evaluation Checklist (Attachment 1).

XI. PROTEST AWARD

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

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

The envelope containing the written protest must clearly state: **"Protest Concerning IFB Number 5600001211 Rebid No. 1 for the California Department of Corrections and Rehabilitation"**. Protests **MUST** be mailed to:

ORIGINAL	COPY
Department of General Services Office of Legal Services Attn: Protest Coordinator 707 Third Street, 7 th Floor West Sacramento, CA 95605 Fax: (916) 376-5088	HAND or MAIL DELIVERY Department of Corrections and Rehabilitation Attn: Angel Ramsey Office of Business Services, Contract Management Branch 10000 Goethe Road, Suite C1 Sacramento, CA 95827 Fax: (916) 255-6187

XII. 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, B-2, D, E, and F.

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

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

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

XIII. Extension of Term

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

Enclosures

BID SUBMITTAL CHECKLIST
Residential Substance Abuse Services
DAPO Region III
Bid No. 5600001211 Rebid No. 1

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

Complete this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to the State. Failure to submit the listed documents may be cause for rejection of your bid. This checklist should be returned with your bid package.

- ☐ Bid Proposal (Exhibit B-1)
- ☐ Rate Sheet (Exhibit B-2)
- ☐ Payee Data Record (STD 204)
- ☐ Subcontractor/Consultant List
- ☐ Copy of Bidder's Resume (with reference/verification information)
- ☐ Copy of valid California city or county business license (if applicable) or, if a corporation located within the State of California, incorporation documents or letter from the Secretary of State or, if not a California business, an affidavit that business is in good standing with the state, province, or country in which business is headquartered
- ☐ Copy of Bidder Owned/Leased Documentation
- ☐ Fire Safety Inspection Request or Local Jurisdiction Approval
- ☐ Copy of Contractor Certification Clauses (CCC)
- ☐ Copy of Approved Conditional Use Permit (CUP), or Zoning Department Letter.
- ☐ Copy of Approved Alcohol and Drug Program License
- ☐ Copy of Certificate of Insurance (must identify Worker's Compensation coverage and will be required prior to the time of contract award)
- ☐ Copy of Darfur Contracting Act (OBS 1500)
- ☐ Copy of OBS 550 – Non-Small Business Subcontractor Preference Request
- ☐ Copy of OBS 551 – Small Business Subcontractor/Supplier Acknowledgement
- ☐ Copy of OBS 552 – DVBE Incentive Request
- ☐ Copy of OBS 553 – DVBE Subcontractor Acknowledgment
- ☐ Original and one copy of STD 843 and GSPD 05-105, with applicable backup documentation (these documents can be found at the back of the "DVBE Program Requirements & Bidder Declaration" attachment. NOTE: Failure to submit the completed DVBE worksheets with your bid proposal will result in automatic rejection of your bid.
- ☐ Copy of STD 830 – Target Area Contract Preference Act (TACPA) form (if applicable).
- ☐ Copy of STD 831 – Enterprise Zone Act (EZA) form (if applicable).
- ☐ Copy of STD 832 – Local Agency Military Base Recovery Area (LAMBRA) form (if applicable).
- ☐ Copy of DGS/PD 526 – Bidder's Summary form (if applicable).

AGREEMENT NUMBER

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Department of Corrections and Rehabilitation

CONTRACTOR'S NAME

(1) Enter Contractor's Legal Business Name

2. The term of this Agreement is: January 1, 2011 through December 30, 2012

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

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

Exhibit A – Scope of Work	10 pages
Exhibit A-1 – Recommended Precautions to Prevent the Transmission of HIV	4 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit B-1 – Bid Proposal	5 pages
Exhibit B-2 – Budget Rate Sheet	1 page
Exhibit C* – General Terms and Conditions	GTC 307
Exhibit D – Special Terms and Conditions	12 pages
Exhibit E – Parolee Register of Participation	1 page
Exhibit F – Business Associates Agreement (HIPAA)	15 pages

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 www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR

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

(1) Enter Contractor's Legal Business Name

BY (Authorized Signature)

 **(original signature here)**

DATE SIGNED(Do not type)

Enter date signed

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

Enter Contractor's Address and Phone Number

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)

 PRINTED NAME AND TITLE OF PERSON SIGNING

DATE SIGNED(Do not type)

ADDRESS

**California Department of General
Services Use Only**

☐ Exempt per:

RESIDENTIAL SUBSTANCE ABUSE SERVICES

The Contractor agrees to provide residential substance abuse services in a safe, clean, drug-free environment for parolees under the jurisdiction of the California Department of Corrections and Rehabilitation (CDCR), Adult Parole Operations, Parole Region III. The Parole office, Antelope Valley 1-3 is located at 43645 Pioneer Court, Lancaster, CA 93534.

The Contractor must provide these services in one facility, which must be located in the Antelope Valley area of Los Angeles County and must be able to accommodate six (6) male parolees. The facility may be a leased facility; however, if the facility is leased, a copy of the lease agreement(s) must remain valid throughout the term of this Agreement. The Conditional Use Permit (CUP), or the local jurisdiction's equivalent of a CUP, or a letter from the local jurisdiction's planning and/or zoning department for the Contractor's facility must remain valid throughout the term of this Agreement.

Services shall be provided in order to facilitate a parolee's abstinence from substance abuse and must be provided in accordance with the State's accepted medical practice and regulations governing narcotic/alcohol maintenance. The average length of parolee participation shall be approximately 90 days, but can be up to 180 days with prior written approval.

The facility must be maintained in accordance with all Health and Safety Codes as specified in the California Code of Regulations. In addition, the Contractor shall ensure that all electrical outlets and plumbing fixtures are in good working order at all times and that the facility and grounds are orderly and well maintained. All repairs including plumbing, electrical and/or structural which affects the health and safety of any occupant(s) must be made within 48-hours of notification by a CDCR representative to the Contractor or his/her staff at the Contractor's expense.

The Contractor's facility must be handicap accessible as defined by the State Fire Marshal's Office. The approved fire safety clearance documentation must remain valid throughout the term of this Agreement stating the facility has been cleared for non-ambulatory residents.

The Contractor must ensure that the facility is licensed by the Department of Alcohol and Drug Programs (DADP) to operate as a residential facility as defined in Title 9 of the California Code of Regulations. The DADP License(s) shall remain valid throughout the term of this Agreement.

The Contractor must maintain a valid California Business License during the term of this Agreement.

The director, president, or owner representing the contractor must have at least five (5) years of experience in managing or administering a business in housing parolees and those in the substance abuse population. His/her resume must support the experience and include letters of references from the criminal justice agency or substance abuse program serviced demonstrating proof of providing seminars, workshops or counseling services to groups of substance abusers. Resume and reference letters must include the name and phone number of a contact person that may be used for reference/verification purposes.

I. METHOD OF REFERRAL

The Parole Agent of Record (AOR) and the Contractor will mutually designate those parolee-participants who are to be assigned to the Contractor's facility. The Contractor will maintain weekly telephone contact with the AOR. If a parolee causes a disturbance or vacates the facility without permission during normal business hours (8:00 a.m. to 5:00 p.m.), the Contractor will immediately notify the AOR and/or Unit Supervisor. After hours and on holidays, the Contractor shall notify CDCR's Identification (ID) Warrants Unit at (916) 445-6713. In an emergency, the Contractor shall notify local law enforcement.

If the Contractor has concerns regarding a parolee's ability to participate in the program, the Contractor shall contact and meet with the Agent of Record (AOR) for a determination of the parolee's condition and possible reassignment.

CDCR shall reserve the right to remove any of CDCR's residents at any time from the Contractor's facility for any reason.

II. INTAKE SERVICES

Parolees will be initially screened by the Contractor within three (3) working days of referral to determine the extent of substance abuse, fitness for the program, and appropriate treatment services needed by the individual.

The Contractor shall notify the AOR by the next working day of the parolee's acceptance or non-acceptance to the program.

III. TREATMENT PLAN

The written treatment plan shall be developed by the Contractor with the input from the Agent of Record and include comments, approval and dated signatures of the participant, the primary counselor, and the program director. The plan will address the following:

- A. the participant's problems/treatment needs, including issues related to substance abuse and criminality;
- B. an implementation plan, including specific steps staff and participants will take to address problems;
- C. time frame for and anticipated outcome/goal of treatment; and
- D. a statement of program expectations and consequences for failure to meet those expectations.

The Contractor shall ensure that treatment plans are reviewed weekly by a counselor and with the parolee-participant at individual counseling sessions and updated/revised as necessary to ensure effectiveness of all intervention plans. All updates/revisions shall be in writing.

IV. PAROLEE FILE

The Contractor shall establish a participant file for each parolee. The file will include, at a minimum, intake information, initial assessment, treatment plan and plan updates, weekly

California Department of Corrections and Rehabilitation
Scope of Work

Exhibit A

progress notes addressing the parolee's progress in meeting treatment plan goals, final evaluation and any other significant events. The Contractor shall ensure confidentiality of participant records and information in accordance with the Code of Federal Regulations Title 42, Section 2.1 – 2.67(1), and when State or Federal funds are used, Health and Safety Code, Section 11812(c).

V. RATIO AND NUMBER OF PAROLEES

All references to the ratio or minimum/maximum number of parolees refers only to parolees placed under this contract and excludes all other residents, participants or employees of the facility(s) unless stated otherwise (i.e., parolees/residents).

VI. SERVICES

The Contractor's specific services shall include the following:

- A. Lodging. The Contractor shall provide a maximum of six (6) beds per day including a locker, dresser or storage area for personal belongings.

Rooms shall be:

Dormitory (3 or more people per room). The room shall be a minimum of 50 square feet per occupant or in accordance with the city/county building code requirements.

OR

Double/Semi-Private (2 people per room). The room shall be a minimum of 75 square feet per occupant or in accordance with the city/county building code requirements.

OR

Private (1 person per room). The room shall be a minimum of 50 square feet per occupant or in accordance with the city/county building code requirements.

- B. Medication. The Contractor shall have a secured medicine cabinet to store any parolee medications. The cabinet shall be located in a controlled area under staff's supervision. The following procedures must be followed for centrally stored medications:

1. Centrally stored medicines shall be kept in a safe and locked place that is not accessible to persons other than employees responsible for the supervision of the central store medication. If the preservation of any medication requires refrigeration, the medication must be placed in a locked refrigerator or placed in a locked container kept inside a refrigerator.
2. Each container shall carry all of the information specified in (5) (A) through (E) below plus expiration date and number of refills.
3. All centrally stored medication shall be labeled and maintained in compliance with state and federal laws. No persons other than the dispensing pharmacist shall alter a prescription label.

California Department of Corrections and Rehabilitation
Scope of Work

Exhibit A

4. Each parolee's medication shall be stored in its originally prescribed container. No medications shall be transferred between containers.
 5. The facility(s) shall be responsible for assuring that a record of centrally stored prescription medications for each resident is maintained for at least one (1) year after release, and includes:
 - a. The name of the parolees for whom prescribed.
 - b. The name of the prescribing physician.
 - c. The drug name, strength and quantity.
 - d. The date filled.
 - e. The prescription number and the name of the issuing pharmacy.
 - f. Instructions, if any, regarding control and custody of the medication.
- C. Meals. Three (3) meals per day per participant shall be provided. Two (2) meals per day shall be hot. One (1) meal per day shall be provided on premises. All meals shall include one (1) item from each of the four (4) basic food groups and a minimum of 2000 calories per parolee per day. The total daily diet shall be of the quality and in the quantity necessary to meet the needs of the parolees and shall meet the Recommended Dietary Allowances of the Food and Nutrition Board of the National Research Council. All meals shall be selected, stored, prepared and served in a safe and healthful manner. For meals provided off premises, parolees will be given script, meal tickets, or sack lunches. Under no circumstances shall the Contractor provide monetary funds. The Contractor shall comply with all Health and Safety Standards as specified in Title 9 of the California Code of Regulations.
- The Contractor must meet the following food supply and storage requirements for all meals prepared on the premises:
1. Supplies of staple nonperishable foods for a minimum of one (1) week and fresh perishable foods for a minimum of two (2) days shall be maintained on the premises.
 2. Freezers shall be large enough to accommodate required perishables and shall be maintained at a temperature of zero degrees F (-17.7 degrees C).
 3. Refrigerators shall be large enough to accommodate required perishables and shall maintain a maximum temperature of 45 degrees F (7.2 degrees C).
 4. Freezers and refrigerators shall be kept clean, and food storage shall permit the air circulation necessary to maintain the temperatures specified in (2) and (3) above.
- D. Laundry Services. All necessary detergents, washing machines and dryers shall be made available for parolees to wash their personal items. A washer and dryer shall be on the premises and free of charge. There must be one (1) washer and one (1) dryer for every six (6) parolees/residents in the facility(s); ratio is 1:6.

California Department of Corrections and Rehabilitation
Scope of Work

Exhibit A

- E. Linen Services. The Contractor shall provide parolees with clean bedding and linen exchange. The Contractor shall provide each parolee with a mattress pad, pillow, blanket, two sheets and a pillowcase, and a bath towel. A second set of clean linens and towels for each parolee must be kept on hand and stored in a linen closet. The Contractor shall launder and rotate linen and towel supplies a minimum of once a week and on an as needed basis (i.e., parolee illness). Each new occupant shall receive a clean set of all linen supplies upon admittance to the facility.
- F. Household Supplies. All necessary items for the operation of a residential facility shall be provided. Household supplies include but are not limited to linen, kitchen utensils, bowls, napkins, plates, forks, spoons, cups, pots and pans.
- G. Basic Hygiene Needs. The Contractor shall provide toiletries such as razors, shaving cream, soap, shampoo, deodorant, combs, brushes, toothbrushes, toothpaste, female sanitary supplies and toilet paper. These items will be replaced on a regularly basis, and based on sanitary needs.
- H. Janitorial Service. The Contractor shall clean and maintain all areas of the facility, except the participant-parolees' own living areas, a minimum of twice a week. Parolees shall clean their own living areas and may perform other housekeeping duties as long as the duties do not prevent their participation in counseling, education programs or job employment. The Parolees may not be used as substitutes to perform janitorial duties.
- I. Cleaning Supplies. The Parolees will be provided, free of charge, with cleaning supplies to clean their own living areas and clothing. Supplies shall include:

Mop	Window Cleaner	Wax
Sponges	Bucket	Broom
Vacuum	Dust rags	Furniture polish
Disinfectant for floors	Laundry Detergent	

The Contractor will ensure adequate supplies are stocked on the premises.

- J. Pest Control. The Contractor shall maintain a subcontract for quarterly pest control service (January, April, July and October) to ensure the facility is free of insect and rodent infestation. Documentation of services shall be maintained at the facility and shall be submitted to the CDCR staff.
- K. Curfew. All parolees must sign in and out of the facility(s) indicating specific destinations. Parolees shall sign back into the facility by 6:00 p.m. weekdays, and 10:00 p.m. on weekends. No parolee is allowed to leave the facility prior to 6:00 a.m. Any change to the curfew requires prior authorization from the AOR.
- L. Monitoring. The facility(s) must have a staff person awake and on-site at the facility(s) to monitor activities 24-hours per day, seven (7) days per week

The ratio of monitors to participants shall be one (1) monitor to a maximum of eighteen (18) participants.

The Contractor shall ensure to CDCR's satisfaction that adequate monitoring via bed count and head count per hour is maintained for all other residents of the facility(s) at all times and at no additional cost to CDCR.

California Department of Corrections and Rehabilitation
Scope of Work

Exhibit A

The Contractor must maintain staff who are qualified and trained in recognizing the symptoms and signs of substance abuse and have the ability to respond to drug overdose or complications of drug abuse. Staff must be trained and certified by the American Red Cross or a recognized agency in Cardio Pulmonary Resuscitation (CPR) and First Aid Services. CPR and First Aid Certificates must be submitted to CDCR before the commencement of services.

- M. Electronic Surveillance. The Contractor's facility must be able to accommodate the electronic surveillance of parolees, which requirements include but are not limited to dedicated phone lines and charging devices. Parolees currently under electronic surveillance may be placed in the facility(s). In addition, parolees residing in the facility(s) may be placed under electronic surveillance on an as needed basis, as determined by the Parole Agent of Record. All electronic surveillance installation and monitoring costs shall be borne by CDCR, (i.e. dedicated phone lines, charging devices, etc.).
- N. Transportation. The Contractor shall make transportation services available to parolees through the use of public transportation systems (i.e., transportation passes or tokens). Under no circumstances shall the Contractor provide private transportation or monetary funds.
- O. Phone. The Contractor shall provide phone accessibility by means of a payphone or landline facility phone.
- P. Contraband. Facility staff shall carefully monitor living areas for contraband, alcohol or drugs, as well as do visual checks of the parolees on a regular basis for signs of substance abuse. The Contractor shall immediately report findings of any drugs or alcohol, or any signs of substance abuse by a parolee, to the AOR. In an emergency, the Contractor shall notify local law enforcement.

CDCR reserves the right to search for contraband at any time throughout the term of this Agreement. The CDCR or any law enforcement agency may conduct a warrantless search of a parolee's person or property, with or without prior notice.

VII. PERSONNEL REQUIREMENTS

CDCR shall review the resumes and qualifications of all required personnel assigned to the contract to ensure the minimum specified standards are met. If any employee of the Contractor is unable to perform due to illness, resignation or factors beyond the Contractor's control, the Contractor shall immediately submit resume(s) of proposed substitute personnel to CDCR for approval. Failure to do so shall be cause for termination of the contract.

The Contractor shall report in writing within five business days the resignation or dismissal of all personnel.

Resumes of proposed substitute personnel and reports of resignations or dismissals shall be forwarded to the following:

Cheryl Barnette - Powell
CDCR, Adult Parole Region III
320 W. 4TH Street, Suite 1000

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Los Angeles, CA 90013
Telephone Number: (213) 276-3396

Prior to the commencement of services, all staff hired as employees and all volunteers must be cleared through a CDCR background check. CDCR will grant provisional clearances for all staff/volunteers until such time as the formal background clearance is completed. The Program Manager will contact the Contractor regarding fingerprinting of all staff and volunteers.

A. Security Monitor(s)

Security Monitor(s) shall possess a minimum of a high school diploma or the equivalent; and two years of verifiable, responsible employment.

B. Counselor

The Contractor shall provide a minimum of one (1) counselor. The counselor shall possess a minimum of either:

1. A Certified Alcohol and Drug Counselor (CADC) Certificate under the requirements specified by the California Association of Alcoholism and Drug Abuse Counselors (CAADAC), *or* a Forensic Addictions Corrections Treatment (FACT) Certificate, *or* a Certified Alcohol and Other Drug Specialist (CAS) Certificate.

OR

2. An Associate of Arts Degree in Behavioral Science and (2) years of paid experience as an alcohol and substance abuse treatment counselor.

OR

3. Four (4) years paid experience as an alcohol and substance abuse treatment counselor.

VIII. PROGRAM ELEMENTS

The Contractor shall provide individual and/or group counseling by the above personnel to address substance abuse, including abstinence, relapse prevention, life skills such as communication and problem solving, family, social or other personal problems, and employment and educational needs. The Contractor must have adequate space to provide group and/or individual counseling sessions, other than a kitchen, bedroom, or bathroom. Individual counseling sessions must be provided in a location providing for privacy in an enclosed area. The counselor ratio for group counseling sessions shall be one (1) counselor for a maximum of six (6) participants or a minimum of three (3) participants.

The program shall include a minimum of twenty hours of face-to-face individual and group activity for each parolee, with a staff person physically present at all times, and a minimum of six hours of supplementary individual and group activity which may include participation in 12-step self help groups and social and recreational activities. Activities shall be scheduled so they are available to the parolees at least six (6) days of the week. Each parolee's hours for program participation may vary from week to week but should average 26 hours per week over the duration of their stay.

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The 26 hours of program participation shall be composed of the following counseling services and activities:

A. Individual Counseling

Sessions shall be a minimum of one (1) hour each and a minimum of one (1) session per week per parolee. Sessions shall allow the parolee to discuss issues privately with a counselor, including treatment plans and progress/problems.

B. Group/Family Counseling

Sessions shall provide the parolees with a safe environment to share and discuss personal experiences and problems, to listen to and express emotions, to build relationships with each other and develop a social support network.

C. Habilitative/Rehabilitative Skills

Training shall focus on the development of cognitive skills/life skills to provide parolees with the tools for changing acquired behaviors. Topics will include recognizing and preventing substance abuse relapse; avoiding violence and criminal activities; recognizing and changing self-defeating thinking and behavior patterns; job preparation, application, interview and retention skills; managing finances; maintaining health and personal hygiene and appearance; obtaining educational and vocational training; building and maintaining socially supportive relationships; securing housing; obtaining social services; nutrition; and parenting skills.

D. Substance Abuse and HIV Education/Counseling

Sessions shall focus on the identification, causes and negative consequences of substance abuse; relapse prevention; and HIV education and prevention.

E. 12-Step/Self-Help Programs (Alcoholics Anonymous, Narcotics Anonymous, Cocaine Anonymous)

The Contractor shall make these programs available to parolees by coordinating and holding on-site evening and weekend meetings. Meetings shall be conducted by qualified community volunteers, free from drug and alcohol use for a minimum of one year, and shall be conducted in a format in accordance with the traditions of each 12-step program. Since the success of these programs is largely based on consistent program operation, the Contractor will ensure that the format of the meetings approximates the format of meetings held in the community. Materials and technical assistance can be obtained from the CDCR Office of Substance Abuse (916) 327-3707.

F. Social and Recreational Activities

The Contractor shall organize and lead social and recreational activities to develop and strengthen the interaction skills of the parolees. Activities shall teach productive ways to use leisure time without engaging in substance abuse or criminal behavior.

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G. Medical Services

A standard first aid kit shall be kept at the Contractor's facility(s) at all times in order to provide initial first aid. The Contractor shall provide referral services for medical emergencies (i.e., County Health Department). In the event of an emergency, the Contractor shall call 911 for emergency services to transport parolee(s). All emergency transportation and medical costs shall be borne by the parolee.

H. Final Evaluation

At the successful completion or termination of each parolee's participation in the program, the Contractor shall complete a written final evaluation. The evaluation shall be submitted to the AOR within ten (10) working days following completion of the program and shall include the following information:

1. resident plan;
2. role of parolee's family or significant others in their life;
3. success or failure in meeting the treatment goals (including why goals were or were not met); and
4. completion, partial completion or termination from program (must include explanation if terminated).

I. Participant Records

The Contractor agrees to maintain a monthly "Parolee Register of Participation" (Attachment 2) that will reflect the participant name, CDCR registry number, participation period, parole unit of origin, and Parole Agent. The Parolee Register of Participation shall be submitted in triplicate with the Contractor's corresponding invoice.

The Unit Supervisor will: (1) verify that each participant listed on the Parolee Register of Participation received the services as described in the contract; (2) determine if the information provided is correct; (3) sign and date the monthly invoice accordingly; and (4) forward the monthly invoice and Parolee Register of Participation to CDCR's Accounting Office for payment to the Contractor.

J. Release of Information

Any Parole Agent and/or law enforcement officer may come into the facility(s) during the Contractor's business operating hours to confer with staff, visit parolee(s), and/or review parolee(s)' files and progress.

The Contractor agrees to maintain individual records for each parolee in treatment which will specify the parolee name, type of treatment afforded, and the number of treatment days.

K. Building Code Requirements

The Contractor must ensure that the facility(s) continually conforms to all applicable building codes for the safety and well-being of parolees and staff. Verification of compliance may be in the form of a valid permit, letter and/or certificate.

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L. Emergency Plan

The Contractor must have a written emergency and evacuation plan, including floor plans for evacuation covering such emergencies as fire, natural disaster, severe weather and explosions. The plan will be posted in conspicuous locations throughout the facility. A handbook outlining the program and facility rules shall be made available; and explained to occupant during intake process.

M. Fire Safety Report

Pursuant to Section 13143.6 of the California Health and Safety Code, the State requires the appropriate fire safety clearance documentation, such as the Fire Safety Inspection Request (STD. 850), from the State Fire Marshal's Office, or written approval from their designated local jurisdiction verifying that the Contractor's facility(s) conforms to all existing life and safety requirements of the State Fire Advisory Board for the maximum occupancy of the facility(s). At no time shall the daily facility population exceed the approved bed size capacity.

The appropriate fire safety clearance documentation as described above must remain valid throughout the term of this Agreement. If during the period of this Agreement for any reason, the Contractor's facility(s) does not meet all existing life and safety requirements, CDCR may immediately terminate this Agreement.

The Contractor further agrees to inform CDCR of any action intended by the Contractor during the period of this Agreement that may have the effect of necessitating the issuance of a new fire safety inspection request (i.e., construction and/or repairs to the facility, additional bed capacity, etc.). The appropriate fire safety clearance documentation shall be completed to meet this requirement; and provided to CDCR upon completion of actions.

N. Periodic Site Inspection

The Contractor further understands representatives of CDCR may, from time to time during the term of this Agreement, confer with the Contractor's staff and make inspections to assure CDCR of the quality of the performance of services under this Agreement. This may also include occasional compliance searches conducted by CDCR.

O. CDCR Contact Information

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

Billing/Payment Issues:

Headquarters' Accounting Office
Phone Number: (916) 255-2042
Fax Number: (916) 255-5418

Scope of Service/Performance Issues:

Adult Parole Operations, Region III
Phone Number: (213) 576-6545
FAX Number (213) 576-534

California Department of Corrections and Rehabilitation
Scope of Work

Bid No.5600001211 Rebid No. 1

Exhibit A

General Contract Issues:

Services Contract Section

Phone Number: (916) 255-5624

FAX Number: (916) 255-6187

RECOMMENDED PRECAUTIONS TO PREVENT THE TRANSMISSION OF HIV

Universal Precautions

Since medical history and examination cannot reliably identify all personnel infected with HIV or other blood-borne pathogens, blood and body-fluid precautions should be consistently used for all persons. This approach, "universal precautions" should be used in the care of all persons, especially those in emergency-care settings in which the risk of blood exposure is increased and the infection status of the patient is usually unknown. Recommended precautions to be utilized by the Contractor include:

1. All health care personnel should routinely use appropriate barrier precautions (i.e., disposable gloves, aprons, gowns) to prevent skin and mucous membrane exposure when contact is probable with blood or other body fluid, mucous, mucous membranes, or nonintact skin of all patients; for handling items or surfaces soiled with blood or body fluids; and for performing venipuncture and other vascular access procedures.
2. Gloves should be changed after contact with each patient.
3. Masks and protective eyewear or face shields should be worn during procedures that are likely to generate droplets of blood or other body fluids to prevent exposure of mucous membranes of the mouth, nose and eyes (i.e., bronchoscopy, dentistry, IV insertion).
4. Gowns or aprons should be worn during procedures that are likely to generate splashes of blood or other body fluids.
5. Hands and other skin surfaces should be washed immediately for at least 15-20 seconds with soap and warm water if contaminated with blood or other body fluids. Hands should also be washed immediately after gloves are removed.
6. Although saliva has not been implicated in HIV transmission, to minimize the need for emergency mouth-to-mouth resuscitation, mouthpieces and/or masks equipped with one-way valves should be available. (Resuscitation bags, or other ventilation devices should be available for use in areas in which the need for resuscitation is predictable.)
7. All staff who have exudative lesions or weeping dermatitis should refrain from all direct patient care and from handling patient care equipment until the condition resolves.
8. Pregnant staff persons are not known to be at greater risk of contracting HIV infection than staff persons who are not pregnant; however, if a staff person develops HIV infection during pregnancy, the infant is at risk of infection resulting from prenatal transmission. Because of this risk, pregnant staff personnel should be especially familiar with and strictly adhere to precautions to minimize the risk of HIV transmission.
9. Implementation of universal blood and body-fluid precautions for all patients eliminates the need for use of the isolation category of "Blood and Body Fluid Precautions" previously recommended for patients with known or suspected

infection with blood-borne pathogens. Respiratory (AFB) Isolation should be used as necessary if associated conditions such as tuberculosis or meningococcal meningitis are diagnosed or suspected. Isolation precautions (i.e., enteric) should be used for infectious diarrhea or associated conditions.

Needles/Syringes/Sharps

All health care personnel should take precautions to prevent injuries caused by needles, scalpels, and other sharp instruments or devices during procedures; when cleaning used instruments; during disposal of used needles; and when handling sharp instruments after procedures. The following precautionary steps should be taken by the Contractor to prevent needlestick injuries:

1. Except in isolated cases in dentistry, needles shall not be recapped, purposely bent or broken by hand, removed from disposable syringes or otherwise manipulated by hand.
2. After use, disposable syringes and needles, scalpel blades, and other sharp items shall be placed in puncture-resistant containers for disposal.
3. The puncture-resistant containers shall be located as close as practical to the use area.
4. Large bore reusable needles shall be placed in a puncture-resistant container for transport to the reprocessing area.
5. When puncture resistant containers are three-fourths full, they shall be sealed and disposed of as infectious waste.

Precautions for Laboratories

Blood and other body fluids from all patients should be considered infectious. To supplement the universal blood and body-fluid precautions, the following precautions are recommended for staff in clinical laboratories:

1. All specimens of blood and body fluids should be put in a well-constructed container with a secure lid to prevent leaking during transport. Care should be taken when collecting each specimen to avoid contaminating the outside of the container and of the laboratory from accompanying the specimen.
2. All persons processing blood and body-fluid specimens (i.e., removing tops from vacuum tubes) should wear gloves. Masks and protective eyewear should be worn if mucous membrane contact with blood or body fluids is anticipated. Gloves should be changed and hands washed after completion of specimen processing.
3. For routine procedures such as histologic and pathologic studies or microbiologic culturing, a biological safety cabinet is not necessary. However, biological safety cabinets (Class I or II) should be used whenever procedures are conducted that have a high potential for generating droplets. These include activities such as blending, sonicating, and vigorous mixing.
4. Mechanical pipetting devices should be used for manipulating all liquids in the laboratory. Mouth pipetting must not be done.

5. Use of needles and syringes should be limited to situations in which there is no alternative, and the recommendations for preventing injuries with needles outlined under universal precautions should be followed.
6. Laboratory work surfaces should be decontaminated with an appropriate chemical germicide after a spill of blood or other body fluids and when work activities are completed.
7. Contaminated materials used in laboratory tests should be decontaminated before reprocessing or be placed in bags and disposed of in accordance with institutional policies for disposal of infectious waste.
8. Scientific equipment that has been contaminated with blood or other body fluids should be decontaminated and cleaned before being stored, repaired in the laboratory or transported to the manufacturer.
9. All persons should wash their hands after completing laboratory activities and should remove protective clothing before leaving the laboratory.

Implementation of universal blood and body fluid precautions for all patients eliminates the need for warning labels on specimens since blood and other body fluids from all patients should be considered infective.

Precautions for Invasive Procedures

An invasive procedure is defined as surgical entry into tissues, cavities, or organs or repairs of major traumatic injuries:

- a) in an operating room or deliver room, emergency department or outpatient setting; or
- b) a vaginal delivery or other invasive obstetrical procedure during which bleeding may occur; or
- c) the manipulation, cutting or removal of any oral or perioral tissues, including tooth structure, during which bleeding occurs or the potential for bleeding exists.

Sterilization and Disinfection

Standard sterilization and disinfection procedures for patient-care equipment currently recommended for use in a variety of health care settings including hospitals, medical and dental clinics, hemodialysis units, and emergency care facilities, are adequate to sterilize or disinfect instruments, devices, or other items contaminated with blood or other body fluids from persons infected with blood-borne pathogens including HIV.

1. Instruments or devices that enter sterile tissue or the vascular system of any patient or through which blood flows should be sterilized before reuse.
2. Devices or items that contact intact mucous membranes should be sterilized or receive high-level disinfection.
3. Chemical germicides that are registered with the U.S. Environmental Protection Agency (EPA) as "sterilants" may be used either for sterilization or for high-level disinfection depending on contact time.

Infectious Waste

1. Protective (disposable) gloves shall be worn when handling **all** infectious waste.
2. Waste shall be considered infectious if it contains large amounts of blood, semen or vaginal secretions (i.e., sanitary napkins, tampons, band aids, and wound dressings). This also applies to contaminated needles/syringes/scapels, human tissue, cerebrospinal fluid, pericardial fluid, synovial fluid, pleural fluid, peritoneal fluid, amniotic fluid, microbiology specimens, laboratory waste, pathology waste, and blood specimens or blood products.
3. Bulk blood, suctioned fluids, excretions and secretions may be carefully poured down infectious waste designated drains connected to a sanitary sewer.
4. All infectious waste should be incinerated, autoclaved or contracted to an outside company certified to dispose of infectious waste.
5. Infectious waste shall be double red bagged and discarded according to State and Federal laws.
6. Wash hands for at least 15-20 seconds with soap and warm water after removing gloves.

(NOTE: The above information has been extracted from the revised guidelines entitled "Employee Guidelines for Management and Prevention of AIDS", generated by CDCR's Office of Health Care Services dated January 1991.)

1. Invoicing and Payment

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

California Department of Corrections and Rehabilitation (CDCR)
Division of Adult Parole Operations, Region III
Cheryl Barnette - Powell
320 W. 4th Street, Suite 1000
Los Angeles, CA 90013
Telephone Number: (213) 276-3396

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

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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. Advance Payment for Nonprofit Organizations

Pursuant to Government Code Section 11019, 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 project budget for each fiscal year (FY). The State will review and determine the need for an advance payment using criteria contained in the Department's "Plan for Advance Payments to Community-Based, Private, Nonprofit Agencies."

In order to receive such payment, the Contractor is required to sign and return the "Acknowledgment of Advance Payment Provisions" to the contract liaison, for forwarding to the CDCR Accounting Office, before an advance payment warrant is issued. The State reserves the right to limit the advance payment to the minimum amount needed based upon an impartial review of the request and any pertinent financial information deemed applicable.

Before an advance payment can be made by the State, the Contractor must obtain a fidelity bond to cover the Contractor and the Contractor's representative who in any way handles financial transactions related to the disbursement of funds provided by the Agreement. The fidelity bond coverage for each FY must be equal to or greater than one-half (1/2) of the project budget amount for each FY.

The State 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 FY. Invoices submitted for payment by the Contractor, in accordance with the budget proposal, will be reduced by the monthly installment amount. In the event that submitted invoices are less than the monthly installment, the remaining balance will be deducted from subsequent invoices.

The Contractor shall deposit advance payment funds in an interest bearing account insured by a government agency. Contractor shall maintain accurate records clearly indicating the utilization of the advance, including information relating to interest earned by advance payment monies deposited or otherwise eligible for interest while in the possession of the Contractor. Interest earnings are the property of the State and may not be used for any purpose. Such interest earnings must be reported and submitted to the State by the Contractor by the July 30th following each fiscal year for which the contractor receives advance payments. In the event the Agreement ends before the close of the fiscal year, payment must be received by the last business day of the month immediately following the end of the Agreement. The Contractor will remit any interest income thus received from advance payments to the CDCR's Chief Accounting Officer for placement in the General Fund.

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In the event the Agreement is canceled by either party, the Contractor agrees to repay the balance of any outstanding payments due the State for advance payments, including any earned interest that may apply, within thirty (30) days after the Agreement is canceled. In the event the advance payment has resulted in an overpayment to the Contractor, the amount of the overpayment will be deducted from any outstanding monies owed the Contractor under this or any other Agreement the Contractor may have with the State. In the event of overpayment, where no Agreement funds are available to offset the overpayment, the Contractor will be billed for the overpayment amount.

6. Alternative Payment Process for Nonprofit Organizations

In lieu of the Advance Payment for Nonprofit Organizations, the Nonprofit Contractor may choose the following payment option. (NOTE: If the Agreement term begins during the last quarter of the fiscal year, the Alternative Payment Process will not be available until the first full fiscal year of the Agreement.)

The Contractor shall submit an invoice of estimated costs at the end of the first month of the fiscal year, not to exceed one-twelfth (1/12) of the annual Agreement award. (If the Agreement period is for less than a full fiscal year, the estimated payments shall be adjusted accordingly.) The Contractor may also invoice CDCR in the same manner at the end of the second and third months. The Contractor must submit an invoice for actual expenditures for the first month by the 15th day of the third month, for the second month by the 15th day of the fourth month and for the third month by the 15th day of the fifth month. Thereafter, all invoices shall be for actual expenditures for each month remaining in the fiscal year. A reconciliation of payments made to actual expenditures incurred will begin during the last quarter of the fiscal year. If the Agreement ends prior to the end of the fiscal year, reconciliation will take place three months prior to the end of the Agreement. Payments for those months will be adjusted accordingly so that at the end of each fiscal year, CDCR has not overpaid the Contractor. In doing so, the Contractor understands that the last few payments may be significantly reduced, or nonexistent.

The Contractor shall deposit advance payment funds in an interest bearing account insured by a government agency. Contractor shall maintain accurate records clearly indicating the utilization of the alternative payment(s), including information relating to interest earned by alternative payment monies deposited or otherwise eligible for interest while in the possession of the Contractor. Interest earnings are the property of the State and may not be used for any purpose. Such interest earnings must be reported and submitted to the State by the Contractor by the July 30th following each fiscal year in which the contractor receives advance payments. In the event the Agreement ends before the close of the fiscal year, payment must be received by the last business day of the month immediately succeeding the end of the Agreement. The Contractor will remit any interest income thus received from advance payments to the CDCR's Chief Accounting Officer for placement in the General Fund.

In the event either party cancels the Agreement, the Contractor agrees to repay any outstanding balance due the state under this Agreement, including interest earned from alternative payments, within 30 days after the Agreement is canceled. In the event the alternative payment has resulted in an overpayment to the Contractor, the amount of the

BUDGET DETAIL AND PAYMENT PROVISIONS

overpayment will be deducted from any outstanding monies owed the Contractor under this or any other Agreement the Contractor may have with the State. In the event of overpayment, where no Agreement funds are available to offset the overpayment, the Contractor will be billed for the overpayment amount.

Residential Substance Abuse Services

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

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

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

COMPANY NAME:		
STREET ADDRESS:		P.O. BOX:
CITY, STATE AND ZIP CODE:		CITY, STATE AND ZIP CODE:
TELEPHONE NUMBER: ()		FAX NUMBER: ()
FEDERAL ID or SOCIAL SECURITY NUMBER:		E-MAIL ADDRESS:
TAX STATUS <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Estate or Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (State in which incorporated _____) <input type="checkbox"/> Other: _____		
PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE		
SIGNATURE OF AUTHORIZED REPRESENTATIVE:		DATE:

If the contractor is supplying the facility(ies) for services, please specify the complete address(es) of the facility(ies) where services will be provided:

Street Address, City, State, Zip Code

Street Address, City, State, Zip Code

Bidder shall provide rate(s) on Exhibit B-2. Bidder shall set forth rates in clear, legible figures in the spaces provided in Exhibit B-2. Failure to provide the required rates shall be cause for rejection of your bid.

NOTE:

1. Any quantities listed on Exhibit B-2 are CDCR's estimates only and are offered as a basis for the comparison of bids. The State does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to omit portions of the work as may be deemed necessary or advisable by the State.
2. In the case of a discrepancy between the Unit Price (e.g., Hourly Rate, Cost per Service) and Item Total (e.g., Hourly Rate x Hours Worked = Item Total), the Unit Price shall prevail. However, if the Unit Price figure is ambiguous, illegible, uncertain, or is omitted, the Item Total shall be divided by the estimated usage (e.g., Hours Worked) to determine the Unit Price. In the case of a discrepancy between the Basis of Award and the sum of the Item Totals, the sum of the Item Totals shall prevail.
3. The amount of the total bid will be rounded up to the nearest whole dollar when the Agreement documents resulting from this bid are prepared.

SMALL BUSINESS PREFERENCE

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

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

1. The principal office is located in California
2. The officers are domiciled in California
3. The business is independently owned and operated
4. The business, with any affiliates, is not dominant in its field of operation; and

5. a. For Small Business, either:

- (1) The business, together with any affiliates, has 100 or fewer employees and averaged annual gross receipts of \$14,000,000 or less over the previous three years, or
- (2) The business is a manufacturer with 100 or fewer employees

b. For Micro Business, either:

- (1) The business, together with any affiliates, has 25 or fewer employees and averaged annual gross receipts of \$3,500,000 or less over the previous three years, or
- (2) The business is a manufacturer with 25 or fewer employees

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

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

DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

CDCR is committed to meeting and exceeding the 3 percent 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 including: public works, construction, services, leasing, materials testing, and other related contracts. 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.

Non-Information Technology (IT) Services:

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

1. Complete OBS 552 (DVBE Incentive Request) and, if subcontracting to a DVBE, OBS 553 (DVBE Subcontractor Acknowledgement) 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:

<http://www.pd.dgs.ca.gov/dvbe/default.htm>

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 1 percent and a maximum of 5 percent and will not exceed \$500,000. Bids with DVBE participation of more than 5 percent will be calculated with a 5 percent 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 (5 percent 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.

NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE

Pursuant to Title 2, California Code of Regulations Section 1896, et seq., and Government Code 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/Micro business subcontractor participation with one or more Small/Micro businesses. This preference is considered only if the tentative low bidder is not a certified Small/Micro business.

In granting the Non-Small Business Subcontractor (NSBS) preference, no bid price will be reduced by more than \$50,000. This preference cost adjustment is for computation 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 as a Small/Micro business.

To be eligible for the NSBS preference, the business concern must:

1. Complete OBS 550 (Non-Small Business Subcontractor Preference Request) and OBS 551 (Small Business Subcontractor/Supplier Acknowledgement) and submit with bid proposal.

NONPROFIT VETERAN SERVICE AGENCY (NVSA) SMALL BUSINESS PREFERENCE

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

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

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

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

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

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

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

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

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

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

PRIME CONTRACTOR NAME: _____

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

TARGET AREA CONTRACT PREFERENCE ACT (TACPA)
ENTERPRISE ZONE ACT (EZA)
LOCAL AGENCY MILITARY BASE RECOVERY AREA (LAMBRA)

If this Agreement is for goods or services in excess of \$100,000, and the worksite is not fixed by the terms of this Agreement (e.g., services will not be performed at an institution or other specific work site determined by CDCR), preference shall be granted to California-based bidders if they meet the requirements specified in Title 2, California Code of Regulations, Section 1896.30 et seq., for the Target Area Contract Preference Act (TACPA), Government Code (GC) Section 7084 for the Enterprise Zone Act (EZA), and GC Section 7118 for the Local Agency Military Base Recovery Area (LAMBRA) Act.

Bidders seeking these preferences must submit completed Standard Form(s) (STD 830, STD 831 and/or STD 832) and DGS/PD Form 526 with their bid proposal. Please note that the DGS/PD 526 Bidder's Summary must be completed and signed by the bidder for **each** requested preference. As explained in the Standard Forms, the bidder is allowed bidding preferences for each program (TACPA, EZA, LAMBRA, and Small/Micro business) the bidder is qualified for and may receive a combined preference up to fifteen percent (15%) or \$100,000, whichever is less. The preferences do not alter the amount of the resulting Agreement and are used for bid evaluation purposes only.

Please place an "X" in the box next to the bidding preference program(s) for which you are qualified

- TACPA ☐ STD 830 and a DGS/PD 526 must be submitted with your bid proposal.
- EZA ☐ STD 831 and a DGS/PD 526 must be submitted with your bid proposal.
- LAMBRA ☐ STD 832 and a DGS/PD 526 must be submitted with your bid proposal.

NOTE: FAILURE TO SUBMIT THE TACPA, EZA, AND/OR LAMBRA FORMS WITH YOUR BID PROPOSAL WILL RESULT IN THE DENIAL OF THE PREFERENCE(S).

**RATE SHEET
ANTELOPE VALLEY (Site 3)**

FISCAL YEAR 2010/2011 (January 1, 2011 through June 30, 2011)						
<u>Per Diem Rate</u>	X	<u>Number of Participants</u>	X	<u>Total Days</u>	=	<u>Total Annual Budget</u>
\$ _____		X 6	X	181	=	\$ _____ (A)

FISCAL YEAR 2011/2012 (July 1, 2011 through June 30, 2012)						
<u>Per Diem Rate</u>	X	<u>Number of Participants</u>	X	<u>Total Days</u>	=	<u>Total Annual Budget</u>
\$ _____		X 6	X	366	=	\$ _____ (B)

FISCAL YEAR 2012/2013 (July 1, 2012 through December 31, 2012)						
<u>Per Diem Rate</u>	X	<u>Number of Participants</u>	X	<u>Total Days</u>	=	<u>Total Annual Budget</u>
\$ _____		X 6	X	184	=	\$ _____ (C)

TOTAL BID AMOUNT (A + B + C) = (DVBE TO BE DONE ON THIS AMOUNT)	\$ _____ (Basis of Award)
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1. Contract Disputes (Supersedes provision number 6, Disputes, of Exhibit C)

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

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

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

a. Final Payment

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

b. Informal Appeal

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

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

c. Formal Appeal

If the dispute or claim is not resolved to contractor's satisfaction by the informal appeal process, contractor may file with the Deputy Director, OBS, 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)
Deputy Director
Office of Business Services
California Department of Corrections and Rehabilitation
10000 Goethe Road, Suite C-1
Sacramento, CA 95827

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

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

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

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

d. Further Resolution

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

e. Contract Disputes with Public Entities

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

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

The State reserves the right to terminate this Agreement subject to thirty (30) calendar day 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 will 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. 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.

4. Confidentiality of Data

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

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

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

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

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. Extension of Term

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

13. 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

14. 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.

15. 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.

16. 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.

17. Permits and Certifications from State Board of Equalization

This solicitation and any resulting contract 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.

18. 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.

19. Conflict of Interest

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

a. Contractors and Their Employees

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

1. The Agreement service has been identified by CDCR as one where there is a greater likelihood that a conflict of interest may occur;
2. The contractor and/or contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or

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

b. Current State Employees

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

c. Former State Employees

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

In addition to the above, the contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The contractor shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by the CDCR. In addition, the contractor shall not (either directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or

other person or business entity of any kind which has any ownership or control interest whatsoever in the contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the contractor or by the contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the contractor or by the contractor's owners, officers, principals, directors and/or shareholders.

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

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

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

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

20. Disclosure

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

21. 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 employee access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.

22. 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.

23. 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.

24. Contractor Employee Misconduct

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

25. Loss Leader

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

26. 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.

27. Insurance Requirements

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

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor's insurance provider must agree to give at least thirty (30) days prior notice to the State before said expiration date or notice of cancellation. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

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

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

The certificate of insurance must include the following provisions:

- The insurer will not cancel the insured's coverage without 30 days prior written notice to the State. The California Department of Corrections and Rehabilitation must be named as the "Certificate Holder" and list the following:

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

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

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

28. Disabled Veteran Business Enterprise (DVBE)

If this Agreement is in excess of \$15,000, contractor shall fulfill, to the best of contractor's ability, their obligations in dispensing that portion of the Agreement amount to the DVBE as identified in the reply to the DVBE Mandatory Participation Requirement. Said reply by reference is a part of this Agreement and is on file and available for review Monday through Friday between the hours of 9:00 a.m. and 4:00 p.m. at the contracting location.

In the event the Agreement is amended to increase the amount, contractor will be required to comply with the CDCR's DVBE participation requirement for the amended amount.

Contractor agrees that the State or its delegate will have the right to review, obtain, and copy all records pertaining to performance of the Agreement. Contractor agrees to provide the State or its delegate with any relevant information requested and shall permit the State or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees, inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Section 10115 et seq., and Title 2, California Code of Regulations (CCR), Section 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the Agreement (Title 2, CCR, Section 1896.75).

29. Contractor DVBE Certification Requirement

If, for this agreement, the contractor made a commitment to achieve Disabled Veteran Business Enterprise (DVBE) participation, then contractor must within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) certify in a report to the awarding department: (1) the total amount the prime contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime contractor; (4) that

all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation in the minimum amount of \$2,500 and the maximum amount of \$25,000. (Military & Veterans Code [M&VC] § 999.5(d))

30. 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 (M&VC)§ 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). The contractor shall submit requests for DVBE substitutions electronically on the DVBE Substitution form with justification for the substitution to the Office of Business Services; icshelpdesk@cdcr.ca.gov (for institution-related contracts) or to scshelpdesk@cdcr.ca.gov (for all other requests). For assistance with access to the "DVBE Substitution" form and instructions, contact the Department of Corrections and Rehabilitation Office of Business Services SB/DVBE Advocate at sbdvbeadvocate@cdcr.ca.gov. Requests to replace a DVBE subcontractor must be amply documented to show that the replacement meets the criteria as specified in the California Code of Regulations (CCR), Title II, Section 1896.64(c) or the Public Contracting Code (PCC) 4107 (for public works). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment. Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in (M&VC) § 999.9; (PCC) § 10115.10, or (PCC) § 4110 (for public works contracts).

31. Travel

If contractor is required to travel under the terms of this Agreement, CDCR agrees to pay travel, per diem and expense costs incurred in the performance of services described at rates not to exceed those approved by the Department of Personnel Administration for non-represented employee(s).

32. Tuberculosis (TB) Testing

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community based program, prior to the performance of contracted duties, contractors and their employees who are assigned to work with inmates/parolees on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or more often as directed by CDCR. Regular basis is defined as having contact with inmates/parolees in confined quarters more than once a week.

Contractors and their employees who have contact with inmates/parolees on a regular basis, shall be required to furnish to CDCR, at no cost to CDCR, a form CDCR 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to assuming their contracted duties and annually thereafter, showing that the contractor and their employees have been examined and found free of TB in an infectious stage. The form CDCR 7336 will be provided by CDCR upon contractor's request.

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

33. Blood borne Pathogens

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

34. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates and Division of Juvenile Justice Wards

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

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

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

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

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

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

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

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

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

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

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

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

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

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; WIC Section 1152, CRR, Title 15, sections 4681 and 4710; WIC Section 1001.5.

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

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

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

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

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

SOURCE: CCR, Title 15, Section 3171 (b) (1) and 4696.

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

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (3) (W), and 3177 and 4700(a)(1).

35. Clothing Restrictions

While on institution grounds, contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto

institution grounds, as this is inmate attire. The contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the contractor and their employees are in compliance.

36. Tobacco-Free Environment

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

37. Prison Rape Elimination Policy

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim. CDCR shall maintain a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

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

38. Security Regulations

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

- g. Contractor, contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

39. Gate Clearance

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

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

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

STATE OF CALIFORNIA
PAROLEE REGISTER OF PARTICIPATION
 CDC 2147 (02/00)

DEPARTMENT OF CORRECTIONS AND REHABILITATION
Bid Number 5600001211 Rebid No. 1
Exhibit E

Page ____ of ____

PAROLE UNIT NAME						CONTRACT NUMBER	
FACILITY NAME			FACILITY ADDRESS		CITY		STATE ZIP
FACILITY TELEPHONE NUMBER ()			SIGNATURE OF FACILITY REPRESENTATIVE				
PAROLEE NAME	CDC NUMBER	ROOM NUMBER*	CHECK-IN DATE	CHECK OUT DATE	TOTAL DAYS	PAROLE AGENT OF RECORD	

BUSINESS ASSOCIATES AGREEMENT (HIPAA)

Residential Substance Abuse Services

WHEREAS, Provider, hereinafter referred to in this Exhibit as "Business Associate," acknowledges that the CDCR, hereinafter referred to in this Exhibit as "Covered Entity," has in its possession data that contains individual identifiable health information as defined by Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and the regulations promulgated thereunder;

WHEREAS, Business Associate and Covered Entity acknowledge that the fulfillment of the Parties' obligations under this Service Agreement necessitates the exchange of, or access to, data including individual identifiable health information; and,

WHEREAS, the parties desire to comply with federal and California laws regarding the use and disclosure of individually identifiable health information, and in particular with the provisions of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Terms used, but not otherwise defined, in this Exhibit shall have the meanings set forth below.

- 1.1 "HHS Transaction Standard Regulation" means the Code of Federal Regulations ("CFR") at Title 45, Sections 160 and 162.
- 1.2 "Individual" means the subject of protected health information (PHI) or, if deceased, his or her personal representative.
- 1.3 "Parties" shall mean the Covered Entity and Business Associate. (Covered Entity and Business Associate, individually, may be referred to as a "Party".)
- 1.4 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 1.5 "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.
- 1.6 "Required By Law" shall have the same meaning as "required by law" in 45 CFR §164.501.

- 1.7 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Any other terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms in the Privacy Rule.

ARTICLE 2 CONFIDENTIALITY

- 2.1 Obligations and Activities of Business Associate. Business Associate agrees as follows:

- (a) not to use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;
- (b) to establish, maintain, and use appropriate safeguards to prevent use or disclosure of the PHI other than as permitted herein;
- (c) to report to Covered Entity any use, access or disclosure of the PHI not provided for by this Agreement, or any misuse of the PHI, including but not limited to systems compromises of which it becomes aware and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result thereof. Business Associate shall be responsible for any and all costs (including the costs of Covered Entity) associated with mitigating or remedying any violation of this Agreement;
- (d) to enforce and maintain appropriate policies, procedures, and access control mechanisms to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. The access and privileges granted to any such agent shall be the minimum necessary to perform the assigned functions;
- (e) to provide access, at the request of Covered Entity, and in the time and manner reasonable designated by Covered Entity, to PHI in a Designated Record Set (as defined in the Privacy Rule), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524;
- (f) to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner reasonably requested by Covered Entity.
- (g) to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner reasonably requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (h) to document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR

§164.528. Said documentation shall include, but not be limited to, the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Said documentation shall be made available to Covered Entity upon request.

- (i) to provide to Covered Entity or an Individual, in a time and manner reasonably requested by Covered Entity, information collected in accordance with Section 2.1(h) above to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
- (j) to promptly notify Covered Entity of all actual or suspected instances of deliberate unauthorized attempts (both successful and unsuccessful) to access PHI. Such notice shall be made to Covered Entity by telephone as soon as Business Associate becomes aware of the unauthorized attempt, and this telephone notification shall be followed within two (2) calendar days of the discovery of the unauthorized attempt by a written report to Covered Entity from Business Associate. Business Associate shall, at the same time, report to Covered Entity any remedial action taken, or proposed to be taken, with respect to such unauthorized attempt. Covered Entity shall have the discretion to determine whether or not any such remedial action is sufficient, and all such remedial action shall be at Business Associate's expense.
- (k) to maintain and enforce policies, procedures and processes to protect physical access to hardware, software and/or media containing PHI (e.g., hardcopy, tapes, removable media, etc.) against unauthorized physical access during use, storage, transportation, disposition and /or destruction.
- (l) to ensure that access controls in place to protect PHI and processing resources from unauthorized access are controlled by two-factor identification and authentication: a user ID and a Token, Password or Biometrics.
- (m) to implement, use and monitor its compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement. Business Associate shall provide Covered Entity with evidence of such safeguards upon Covered Entities request. Covered Entity has the right to determine, in its sole discretion, whether such safeguards are appropriate, and to require any additional safeguards it deems necessary.
- (n) In the event that Business Associate is served with legal process (e.g. a subpoena) or request from a governmental agency (e.g. the Secretary) that potentially could require the disclosure of PHI, Business Associate shall provide prompt (i.e., within twenty-four (24) hours) written notice of such legal process (including a copy of the legal process served) to the designated person at the Covered Entity. In addition, Business Associate shall not disclose the PHI without the consent of Covered Entity unless pursuant to a valid and specific court order or to comply with a requirement for review of documents by a governmental regulatory agency under its statutory or regulatory authority to regulate the activities of either party.

- (o) to submit to periodic audits by Covered Entity verifying Business Associate's compliance with appropriate technological, administrative and physical safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement, as well as compliance with the terms and conditions pursuant to this Agreement and compliance with state and federal laws and regulations. Audit review may be undertaken directly by the Covered Entity or by third parties engaged by the Covered Entity. Business Associate shall cooperate fully with Covered Entity or any such third party in connection with such audits.

2.2 Disclosures Required By Law.

In the event that Business Associate is required by law to disclose PHI, Business Associate will immediately provide Covered Entity with written notice and provide Covered Entity an opportunity to oppose any request for such PHI or to take whatever action Covered Entity deems appropriate.

2.3 Specific Use and Disclosure Provisions.

- (a) Except as otherwise limited in this Agreement, Business Associate may use PHI only to carry out the legal responsibilities of the Business Associate under this Service Agreement.
- (b) Except as otherwise limited in this Agreement, Business Associate may only disclose PHI (i) as Required By Law, or (ii) in the fulfillment of its obligations under the Service Agreement and provided that Business Associate has first obtained (A) the consent of Covered Entity for such disclosure, (B) reasonable assurances from the person to whom the information is disclosed that the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (C) reasonable assurances from the person to whom the information is disclosed that such person will notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 Obligations of Covered Entity.

- (a) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosures of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) For any PHI received by Covered Entity from Business Associate on behalf of a third party or another covered entity, Covered Entity agrees to be bound to the obligations and activities of Business Associate enumerated in Section 2.1 as if and to the same extent Covered Entity was the named Business Associate hereunder.

2.5 Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

2.6 Policy and Procedure Review.

Upon request, Business Associate shall make available to Covered Entity any and all documentation relevant to the safeguarding of PHI including but not limited to current policies and procedures, operational manuals and/or instructions, and/or employment and/or third party agreements.

ARTICLE 3 SECURITY

3.1 Government Healthcare Program Representations.

Business Associate hereby represents and warrants to Covered Entity, its shareholders, members, directors, officers, agents, or employees have not been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription, or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Business Associate further agrees to notify Covered Entity immediately after Business Associate becomes aware that the foregoing representation and warranty may be inaccurate or may be incorrect.

3.2 Security Procedures.

Each Party shall employ security procedures that comply with HIPAA and all other applicable state and federal laws and regulations (collectively, the "Law") and that are commercially reasonable, to ensure that transactions, notices, and other information that are electronically created, communicated, processed, stored, retained or retrieved are authentic, accurate, reliable, complete and confidential. Moreover, each Party shall, and shall require any agent or subcontractor involved in the electronic exchange of data to:

- (a) require its agents and subcontractors to provide security for all data that is electronically exchanged between Covered Entity and Business Associate;
- (b) provide, utilize, and maintain equipment, software, services and testing necessary to assure the secure and reliable transmission and receipt of data containing PHI;
- (c) maintain and enforce security management policies and procedures and utilize mechanisms and processes to prevent, detect, record, analyze, contain and resolve unauthorized access attempts to PHI or processing resources;
- (d) maintain and enforce policies and guidelines for workstation use that delineate appropriate use of workstations to maximize the security of data containing PHI;

- (e) maintain and enforce policies, procedures and a formal program for periodically reviewing its processing infrastructure for potential security vulnerabilities;
- (f) implement and maintain, and require its agents and subcontractors to implement and maintain, appropriate and effective administrative, technical and physical safeguards to protect the security, integrity and confidentiality of data electronically exchanged between Business Associate and Covered Entity, including access to data as provided herein. Each Party and its agents and subcontractors shall keep all security measures current and shall document its security measures implemented in written policies, procedures or guidelines, which it will provide to the other Party upon the other Party's request.

ARTICLE 4
EXCHANGE OF STANDARD TRANSMISSIONS

4.1 Obligations of the Parties. Each of the Parties agrees that for the PHI,

- (a) it will not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation.
- (b) it will not add any data elements or segments to the maximum denied data set as proscribed in the HHS Transaction Standard Regulation.
- (c) it will not use any code or data elements that are either marked "not used" in the HHS Standard's implementation specifications or are not in the HHS Transaction Standard's implementation specifications.
- (d) it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications.

4.2 Incorporation of Modifications to HHS Transaction Standards.

Each of the Parties agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. Each of the Parties agrees to incorporate by reference into this Agreement any such modifications or changes.

4.3 Code Set Retention.

If applicable, both parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, which ever is longer.

4.4 Business Associate Obligations.

- (a) Business Associate shall not submit duplicate transmissions unless so requested by Covered Entity.
- (b) Business Associate shall only perform those transactions, which are authorized by Covered Entity. Furthermore, Business Associate assumes all liability for any damage, whether direct or indirect, to the electronic data or to Covered Entity's systems caused by Business Associate's unauthorized use of such transactions.
- (c) Business Associate shall hold Covered Entity harmless from any claim, loss or damage of any kind, whether direct or indirect, whether to person or property, arising out of or related to (1) Business Associate's use or unauthorized disclosure of the electronic data; or (2) Business Associate's submission of data, including but not limited to the submission of incorrect, misleading, incomplete or fraudulent data.

- (d) Business Associate agrees to maintain adequate back-up files to recreate transmissions in the event that such recreations become necessary. Back-up tapes shall be subject to this Agreement to the same extent as original data.
- (e) Business Associate agrees to trace lost or indecipherable transmissions and make reasonable efforts to locate and translate the same. Business Associate shall bear all costs associated with the recreation of incomplete, lost or indecipherable transmissions if such loss is the result of an act or omission of Business Associate.
- (f) Business Associate shall maintain, for seven (7) years, true copies of any source documents from which it produces electronic data.
- (g) Except encounter data furnished by Business Associate to Covered Entity, Business Associate shall not (other than to correct errors) modify any data to which it is granted access under this Agreement or derive new data from such existing data. Any modification of data is to be recorded, and a record of such modification is to be retained by Business Associate for a period of seven (7) years.
- (h) Business Associate shall not disclose security access codes to any third party in any manner without the express written consent of Covered Entity. Business Associate furthermore acknowledges that Covered Entity may change such codes at any time without notice. Business Associate shall assume responsibility for any damages arising from its disclosure of the security access codes or its failure to prevent any third party use of the system without the express written consent of Covered Entity.
- (i) Business Associate shall maintain general liability coverage, including coverage for general commercial liability, for a limit of not less than one million dollars, as well as other coverage as Covered Entity may require to compensate any parties damaged by Business Associate's negligence. Business Associate shall provide evidence of such coverage in the form of a certificate of insurance and agrees to notify Covered Entity and/or HOI immediately of any reduction or cancellation of such coverage.
- (j) Business Associate agrees to conduct testing with Covered Entity to ensure delivery of files that are HIPAA-AS Compliant and to accommodate Covered Entity's specific business requirements.

4.5 Confidential And Proprietary Information

(a) Proprietary Information

Business Associate acknowledges that it will have access to certain proprietary information used in Covered Entity's business. Covered Entity's proprietary information derives its commercial value from the fact that it is not available to competitors or any third parties, and the disclosure of this information would or could impair Covered Entity's competitive position or otherwise prejudice its ongoing business. Business Associate agrees to treat as confidential, and shall

not use for its own commercial purpose or any other purpose, Covered Entity's proprietary information. Business Associate shall safeguard Covered Entity's proprietary information against disclosure except as may be expressly permitted herein. Such proprietary information includes, but is not limited to, confidential information concerning the business operations or practices of Covered Entity, including specific technology processes or capabilities.

ARTICLE 5 MISCELLANEOUS

5.1 Indemnification.

Business Associate shall indemnify, defend, and save harmless the State, CDCR, and CDCR's officers, employees and agents, against any and all losses, liabilities, settlements, claims, demands, damages, or deficiencies (including interest) and expenses of any kind (including, but not limited to, attorneys' fees) arising out of or due to a breach of the terms of this Exhibit to the Service Agreement, and arising out of Business Associate's acts or omissions in regard to the terms of this Exhibit to the Service Agreement. The foregoing indemnity is in addition to any other save harmless or indemnification set forth in this entire Agreement.

5.2 Term and Termination.

- (a) Term. The Term of this Agreement shall be effective as of the first date of commencement of services under this entire agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon a material breach by Business Associate of its obligation hereunder, Covered Entity may (i) terminate this Agreement and the Service Agreement; (ii) permit Business Associate to cure the breach; (iii) report the violation to the Secretary; and/or (iv) require Business Associate to take such other action as Covered Entity may request, at Business Associate's expense.

Covered Entity's remedies under this paragraph shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other. If Covered Entity elects to terminate the Agreement pursuant to a breach of terms and conditions of this Exhibit, Covered Entity shall be relieved of any further obligations under the entire Agreement, and shall be immediately entitled to a refund of any amounts prepaid from the date of the termination through the end of the payment period, on a pro rata basis.

The foregoing termination language is in addition to any other termination language set forth in the entire agreement.

(c) Effect of Termination.

(i) Except as provided in paragraph 5.2(c)(ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(ii) In the event that Business Associate determines that returning the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's agreement that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

5.3 Disputes.

HIPAA Appeal Procedures

CDCR has established and shall maintain an appeal procedure in accordance with CDCR Department Operations Manual, Section 22040.16. Business Associate agrees that disputes arising under the terms of this Exhibit shall be resolved in accordance with the following:

1. Verbal Appeal

Business Associate and CDCR's Privacy Officer, shall first attempt to resolve the problem by informal discussion. Business Associate agrees that CDCR's Division of Correctional Health Care Services shall be used as a resource in solving potential disputes.

2. Informal Appeal

If the issue is not resolved at the verbal appeal level, Business Associate shall file, within thirty (30) working days, an informal written appeal specifying: the issue(s) of dispute, legal authority or other basis for Business Associate's position, supporting evidence, and remedy sought, with the CDCR Chief, Licensing and Information Systems, and provide a photocopy to the CDCR Assistant Deputy Director, Office of Business Services. The CDCR Chief, Licensing and Information Systems, shall make a determination on the issue and respond in writing within thirty (30) working days of receipt of the informal appeal, indicating the decision reached.

3. Formal Appeal

Should Business Associate disagree with the informal appeal decision, Business Associate shall submit, within ten (10) working days after Business Associate's receipt of the decision of the informal appeal, to the CDCR Deputy Director, Division of Correctional Health Care Services, and a photocopy to the CDCR, Assistant Deputy Director, Office of Business Services, written notification indicating why the informal appeal decision is unacceptable, along with a copy of the original statement of dispute and a copy of CDCR's response. The CDCR Deputy Director, Division of

Correctional Health Care Services, or his/her designee may meet with Business Associate to review the issues within twenty (20) working days of the receipt of Business Associate's notification and shall provide Business Associate with written notification of the decision within forty-five (45) working days from the receipt of the formal appeal.

The foregoing dispute process is solely for the purpose of disputes arising from the terms and conditions of this Exhibit. Disputes in relation to the scope of work and other terms and conditions shall be in accordance with any other dispute language set forth in the entire Agreement.

5.4 Injunctive Relief.

Notwithstanding any rights or remedies provided for in Section 5.3, Covered Entity retains all rights to seek injunctive relief to prevent the unauthorized use of disclosure of PHI by Business Associate or any agent, contractor or third party that received PHI from Business Associate.

5.5 Regulatory References.

A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

5.6 Amendment.

The Parties agree to take such action as is necessary to amend this Agreement from time to time to the extent necessary for Covered Entity to comply with the requirements of HIPAA and its regulations. All amendments to this Exhibit shall be in writing and signed by both parties through a formal amendment to the entire agreement.

5.7 Survival.

The respective rights and obligations of Business Associate and Covered Entity under Sections 4.5, 5.1 and 5.2(c) of this Agreement shall survive the termination of this Agreement.

5.8 Limitation of Damages.

Other than liabilities under Section 5.1, neither party shall be liable to the other for any special, incidental, exemplary, punitive or consequential damages arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any information pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages.

5.9 Interpretation.

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

5.10 Third Party Beneficiary

Unless otherwise set forth herein, nothing contained herein is intended, nor shall it be construed, to create rights running of the benefit of third parties.

5.11 Notices

Any HIPAA related notice required hereunder shall be deemed to be sufficient if mailed to the parties at the addresses below. In order to avoid unreasonable delay in the provision of the services to be rendered pursuant to this Agreement, Business Associate and Covered Entity shall each designate a specific "HIPAA" representative(s) for the purpose of communication between the parties. Such representative(s) may be changed upon written notice to the other party.

Business Associate:

Covered Entity:

California Department of Corrections and Rehabilitation
Privacy Officer
HIPAA Compliance Unit
Division of Correctional Health Care Services
P.O. Box 942883
Sacramento, CA 94283-0001

Telephone: (916) 327-1842
Facsimile: (916) 327-0545

PHYSICAL SITE EVALUATION LOS ANGELES COMMUNITY BASED COALITION

Bidder Name:		Date of Initial Visit:	
Facility Name:		Street Address:	
Contact Person/Title:		City /State/Zip:	
Beds/Slots:	300	Telephone Number:	

Site Visit Committee Members	Pass	Pass Pending Improvements	Fail	Date Letter Sent	Date of Next Inspection
1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

The purpose of the site visit is to view the proposed site to ensure it meets the requirements of the bid solicitation. The following checklist shall be used to identify critical elements that are deemed acceptable as outlined in the Scope of Work. Check "YES" if the proposed site includes the element at an acceptable level; check "NEEDS IMPROVEMENTS" if the proposed site needs improvements; check "NO" if the proposed site does not address the element; if you check "NEEDS IMPROVEMENTS" please explain in the "COMMENTS" section for each applicable area. Any "NO" answers may result in immediate disqualification from the bidding process. **Please Note:** The Contractor shall provide a facility that is accessible to and usable by disabled persons in accordance with the requirements of the Americans with Disabilities Act (ADA) of 1990. All facility locations **MUST** meet all criteria in order to pass the site inspection.

CRITERIA	Meets Site Requirements		Needs Improvement	
	YES	NO	YES	NO
LOCATION/CAPACITY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Is the site(s) located in the Los Angeles, Antelope Valley, area? (AUTOMATIC DISQUALIFICATION)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
2. Is the facility easily accessible to public transportation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
3. Is the Contractor's facility handicap accessible as defined by ADA?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PHYSICAL SITE EVALUATION LOS ANGELES COMMUNITY BASED COALITION

CRITERIA	Meets Site Requirements		Needs Improvement	
	YES	NO	YES	NO
Comments:				
4. Is the facility being maintained in accordance with all Health and Safety Codes as specified in the California Code of Regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
5. Does the contractor ensure that all electrical outlets and plumbing fixtures are in good working order at all times?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
6. Does the facility have capacity for a maximum of six (6), beds per day including a locker, dresser or storage area for personal belongings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
HOUSING				
7. Does the dormitory style or individual room have a minimum of 50 sq. ft.? A minimum of 4 sq. ft. for closet space, a locker or drawer?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
8. Does each sleeping quarter include a bed frame, box spring, mattress, and pillow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
9. Are there an adequate number of full service bathrooms (1:8 – toilets, sinks, and showers)? Are they in working order? <u>Basic Hygiene Needs:</u> Contractor shall provide toiletries such as: razor, shaving cream, soap, shampoo, deodorant, comb, brush, toothbrush, toothpaste, female sanitary supplies and toilet paper.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
FOOD SERVICE AND DINING AREA				
10. Does the area include a room that contains tables and	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PHYSICAL SITE EVALUATION LOS ANGELES COMMUNITY BASED COALITION

CRITERIA	Meets Site Requirements		Needs Improvement	
	YES	NO	YES	NO
benches or chairs sufficient in size to allow parolee-participants to dine at one or two seating per meal? All meals shall be selected, stored, prepared and served in a safe and healthful manner. The meals shall meet the recommended dietary allowances of the Food and Nutrition Board of the National Research Council.				
Comments:				
11. Is there a day room for living activities such as studying, writing, reading and viewing television (20 sq. ft. per participant in accordance to BOC standards)? <u>Household supplies:</u> All necessary items for the operation of a residential facility shall be provided. Household supplies include but are not limited to linen, kitchen utensils, bowls, napkins, plate, forks and spoons.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
12. Are there adequate equipment and space for food storage (refrigerators, freezers, and well ventilated dry storage room)? Supplies of staple non-perishable foods for a minimum of one week and fresh perishable foods for a minimum of two days shall be maintained on the premises. Refrigerators shall be large enough to accommodate required perishables and shall maintain a maximum temperature of 45 degrees F (7.2 degrees) Freezers shall be large enough to accommodate required perishables and shall be maintained at a temperature of zero degrees F (-17.7 degrees C). Freezers and refrigerators shall be kept clean and food storage shall permit the air circulation necessary to maintain the temperatures specified in (2) and (3) above.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
13. Are there containers for trash and refuse storage? <u>Janitorial Services:</u> Contractor shall clean and maintain all areas of the facility. <u>Cleaning Supplies shall include:</u> mop, sponges, and vacuum cleaner, wax cleaner, window cleaner, bucket, dust mop, broom, furniture polish, laundry detergent and disinfectant for floors.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
LAUNDRY ROOM				
14. Are there at least one commercial grade washer and dryer for every 16 participants? All necessary detergents, washing machines and dryers shall be made available for parolees to do to their personal items. A washer and a dryer should be on the premises and <u>free of charge</u> . There must be one	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PHYSICAL SITE EVALUATION LOS ANGELES COMMUNITY BASED COALITION

CRITERIA	Meets Site Requirements		Needs Improvement	
	YES	NO	YES	NO
<p>washer and dryer for every six parolees in the facility.</p> <p><u>Linen Services:</u> Contractor shall provide parolees with clean bedding and linen. Contractor shall provide each parolee with a mattress pad, pillow, blanket, two sheets, pillowcase, and bath towel. A second set of clean linens and towels must be kept on hand for each parolee, stored in the linen closet.</p>				
Comments:				
FACILITY MAINTENANCE				
15. Does the facility have a secured maintenance room for storage of cleaning supplies, tools, and equipment (e.g., mops, brooms, etc.) that is equipped with a utility sink?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
PARKING				
16. Is there convenient parking for staff, visitors, assigned CDCR employees, and disabled persons (disabled parking spaces required by law)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
SMOKE-FREE ENVIRONMENT				
17. Is there at least one "No-Smoking" sign posted in the Program?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
OFFICE SPACE AND EQUIPMENT FOR CDCR STAFF				
18. Does the facility have a minimum of 95 - 110 sq. ft. designated for one CDCR staff assigned to the facility?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
TELEPHONE SERVICE				

PHYSICAL SITE EVALUATION LOS ANGELES COMMUNITY BASED COALITION

CRITERIA	Meets Site Requirements		Needs Improvement	
	YES	NO	YES	NO
19. Does the facility have phone accessibility by means of a pay phone or land line facility phone?				
Comments:				
TRANSPORTATION				
20. Are there private transportation provisions for the parolee - participants?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
FACILITY SECURITY				
21. Are locks and latches on all windows, screens, doors, gate doors, and electrical lighting (inside and out) properly functioning?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
22. Are doors, hallways, walkways and stairs free of clutter?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
23. Does the facility have a secured medicine cabinet to store any parolee medications? The cabinet shall be located in a controlled area under staff's supervision.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
CASE FILES				
24. Are there designated areas or a storage system in place for case files that are only accessible by CDCR/Contractor staff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
EMERGENCY LIGHTING SYSTEM				
25. Is the facility equipped with an emergency lighting system to assure staff's supervision and control in emergencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PHYSICAL SITE EVALUATION LOS ANGELES COMMUNITY BASED COALITION

CRITERIA	Meets Site Requirements		Needs Improvement	
	YES	NO	YES	NO
Comments:				
SMOKE DETECTORS AND FIRE EXTINGUISHERS				
26. Are there operable smoke detectors and fire extinguishers in key locations such as the kitchen, sleeping areas, laundry, etc.?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
DISTURBANCE CONTROL PLAN				
27. Does the Contractor have a written Disturbance Control Plan in the event of a major disturbance, such as riots, strikes, attacks upon staff, etc.?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
EMERGENCY FLOOR PLAN				
28. Does the Contractor have a clear, concise, and site specific emergency evacuation floor plan posted in designated areas throughout the facility?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
29. Are emergency phone numbers posted by the phones?				
Comments:				
30. Are business licenses/permits posted and up to date?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
OPERATIONS MANUAL				
31. Does the Contractor have an Operations Manual that describes the program's purpose, services, policies, and Administrative procedures?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				

PHYSICAL SITE EVALUATION LOS ANGELES COMMUNITY BASED COALITION

CRITERIA	Meets Site Requirements		Needs Improvement	
	YES	NO	YES	NO

EQUIPMENT

<i>Please describe by room and condition of the proposed facility's equipment. Are the equipment, furniture, fixtures, etc., clean and in good operating condition?</i>			
LOCATION	TYPE OF EQUIPMENT	CONDITION OF EQUIPMENT	COMMENTS/TYPES OF IMPROVEMENTS NEEDED
OVERALL FACILITY			
CDCR OFFICE SPACE			
CLASSROOMS			

CORRECTIVE MEASURES REQUIRED

DATE OF REVIEW	LOCATION	TYPE OF CORRECTION	DATE FOR COMPLETION (PROPOSED)	COMMENTS

STD 204 (Rev. 6-2003)

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.		
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) _____ <hr/> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) _____ </div> <div style="width: 35%;"> E-MAIL ADDRESS _____ </div> </div> <hr/> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> MAILING ADDRESS _____ CITY, STATE, ZIP CODE _____ </div> <div style="width: 50%;"> BUSINESS ADDRESS _____ CITY, STATE, ZIP CODE _____ </div> </div>		
3	PAYEE ENTITY TYPE CHECK ONE BOX ONLY <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR		ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): _____ <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="width: 40%;"> CORPORATION: <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input type="checkbox"/> ALL OTHERS </div> <div style="width: 55%;"> <input type="checkbox"/> ENTER SOCIAL SECURITY NUMBER: _____ <small>(SSN required by authority of California Revenue and Tax Code Section 18646)</small> </div> </div>
4	PAYEE RESIDENCY STATUS <input type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. <div style="margin-left: 40px;"> <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached. </div>		
5	<p style="text-align: center;">I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</p> <hr/> <div style="display: flex; justify-content: space-between;"> <div style="width: 65%;"> AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) _____ </div> <div style="width: 30%;"> TITLE _____ </div> </div> <hr/> <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> SIGNATURE _____ </div> <div style="width: 20%;"> DATE _____ </div> <div style="width: 40%;"> TELEPHONE () _____ </div> </div>		
6	Please return completed form to: Department/Office: California Department of Corrections and Rehabilitation Unit/Section: Contract Management Branch Mailing Address: 10000 Goethe Road, Suite C1 City/State/Zip: Sacramento, CA Telephone: () _____ Fax: () _____ E-mail Address: _____		

PAYEE DATA RECORD

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

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>								
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>								
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>								
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov						
For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov						
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>								
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>								

SUBCONTRACTOR/CONSULTANT LIST

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

	<input type="checkbox"/> I will NOT use any subcontractors or consultants in the performance of this Agreement.	Federal Employer ID # :
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The following information **MUST** be provided for **ALL** subcontractors or consultants used by the contractor to perform any labor or render any services under this Agreement. In addition, if known, please indicate whether the subcontractor/consultant is a Small or Micro business or Disabled Veteran Business Enterprise (DVBE) by placing an "X" in the appropriate column and include their Department of General Services (DGS) Reference Number. If a subcontractor(s)/consultant(s) will be used, but no selection has been made, identify the service and estimate the dollar amount of services. If additional space is needed, supplementary sheets in the format below may be attached to this list.

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

FIRE SAFETY INSPECTION REQUEST

STD. 850 (REV. 10-94)


See instructions on reverse.

AGENCY CONTACT'S NAME	TELEPHONE NUMBER ()	REQUEST DATE	PROGRAM
EVALUATOR'S NAME	REQUESTING AGENCY FACILITY NUMBER		REQUEST CODE

LICENSING AGENCY NAME AND ADDRESS							CODES
							1. ORIGINAL A. FIRE CLEARANCE 2. RENEWAL B. LIFE SAFETY 3. CAPACITY CHANGE 4. OWNERSHIP CHANGE 5. ADDRESS CHANGE 6. NAME CHANGE 7. OTHER

AMBULATORY		NONAMBULATORY		BEDRIDDEN		TOTAL CAPACITY
CAPACITY	PREVIOUS CAPACITY	CAPACITY	PREVIOUS CAPACITY	CAPACITY	PREVIOUS CAPACITY	
FACILITY NAME						LICENSE CATEGORY
STREET ADDRESS (Actual Location)						NUMBER OF BUILDINGS
CITY						RESTRAINT
FACILITY CONTACT PERSON'S NAME						HOURS
SPECIAL CONDITIONS						

TO BE COMPLETED BY INSPECTING AUTHORITY

FIRE AUTHORITY NAME AND ADDRESS							CLEARANCE/DENIAL CODE
							CODES 1. FIRE CLEARANCE GRANTED 2. FIRE CLEARANCE DENIED A. EXITS B. CONSTRUCTION C. FIRE ALARM D. SPRINKLERS E. HOUSEKEEPING F. SPECIAL HAZARD G. OTHER
INSPECTOR'S NAME (Typed or Printed)	TELEPHONE NUMBER ()	CFIRS NUMBER	OCCUPANCY CLASS				
INSPECTION DATE	INSPECTOR'S SIGNATURE (Typed or Printed) 						
EXPLAIN DENIAL OR LIST SPECIAL CONDITIONS							

FIRE SAFETY INSPECTION REQUEST

STD. 850 (REV. 10-94) (REVERSE)

INSTRUCTIONS

This form is designed for use with a window envelope
**Licensing or Requesting Agencies--Complete the following 19 sections on this form
 before submitting it to the fire authority having jurisdiction.**

1. **AGENCY CONTACT, 2. TELEPHONE NUMBER, 5. EVALUATOR.** Enter the name and telephone number of agency contact person.
3. **PROGRAM.** Licensing agency use.
4. **REQUEST DATE.** Enter date request was prepared.
6. **REQUESTING AGENCY FACILITY NUMBER.** This is the file number assigned by the licensing agency.
7. **REQUEST CODE.** Use the seven codes shown and insert the appropriate number in the box following "Request Code". If NAME CHANGE, please list previous name. Insert date of original request is other than an original.
8. **AGENCY NAME AND ADDRESS.** Enter the name and address of the licensing facility requesting the inspection.
9. **AMBULATORY--NONAMBULATORY--BEDRIDDEN.**
 Capacity: Insert in the appropriate section, the capacity of licensed ambulatory or nonambulatory occupants covered by this request.
 Previous Capacity: If request is for renewal or capacity change, insert capacity of previous clearance.
 Total Capacity: Show total licensed capacity. If the facility is intended to house part ambulatory, nonambulatory, and part bedridden, show the total of the three types of occupants.
10. **FACILITY NAME.** Insert the name of the facility as it will appear on the license. List identifying sub name if known (i.e., Hacienda Corp/Medina Lodge).
11. **LICENSE CATEGORY.** Insert the category of license being sought as it will appear on the license certificate.
12. **ADDRESS.** Insert street address and city only. A post office box is not acceptable as only location.
13. **NUMBER OF BUILDINGS.** Insert the total number of buildings to be used for housing of the occupants covered by the license.
14. **RESTRAINT.** Indicate if physical restraint (locked in a room or the building) is to be used in the housing of the occupants.
15. **FACILITY CONTACT PERSON--TELEPHONE NUMBER.** Indicate the name and telephone number of the responsible individual at the facility to be contacted by the fire authority.
16. **HOURS.** Indicate the number of hours the occupants are housed at the facility (less than 24 or 24+).
17. **SPECIAL CONDITIONS.** Indicate any conditions unique to this request. As an example, if the inspection request is for one building in a multi-building facility.

FIRE AUTHORITY CONDUCTING THE INSPECTION--COMPLETE THE FOLLOWING:

18. **FIRE AUTHORITY, NAME AND ADDRESS.** Insert the name and address of the fire authority where the facility is located.
19. **CLEARANCE/DENIAL CODE.** Use the two codes: 1 for clearance granted, and 2 for clearance denied. If denied, also include the appropriate letter code. As an example, Denial based upon exiting would be coded 2A.
20. **INSPECTOR'S NAME.** Print the initial of the inspector's first name and full last name; insert the telephone number where the inspector may be contacted.
21. **CFIRS I.D. NUMBER.** Insert the fire department's number assigned by California Fire Incident Reporting System.
22. **OCCUPANCY CLASSIFICATION.** Use California Building Code occupancy classifications and insert the occupancy determined by the inspector.
23. **INSPECTION DATE.** Enter the actual date of the inspection.
24. **INSPECTOR'S SIGNATURE.** To be signed by the inspector conducting the inspection.
25. **EXPLAIN DENIAL OR SPECIAL CONDITIONS.** If clearance code #2 is used, briefly explain reason. This space is also to be used to specify any additional limitations placed by the fire authority, such as the use of certain floors or sleeping rooms approved for nonambulatory clients.

Non-Small Business Subcontractor Preference Request

List each certified small business or microbusiness that will be subcontracted with. To be granted a bidding preference, total small business or microbusiness subcontractor use must equal at least 25% of the total price or cost offered. Each named subcontractor must be actively certified as a small business or microbusiness by the bid submission due date and must acknowledge their participation as claimed herein via a Small Business Subcontractor/Supplier Acknowledgement (OBS 551). **Attach to this form an acknowledgement (OBS 551 – Small Business Subcontractor/Supplier Acknowledgement) signed by an authorized representative of each named subcontractor acknowledging their proposed use as described herein.**

Name of certified small business (or microbusiness) Subcontractor

Name of Subcontractor

Street address		City	State	Zip Code
Contact Person		Telephone number ()		
Small Business Certification No.	Certification exp. date	Participation dollar value \$	Committed % of total bid %	

Brief description of the commercially useful function(s) to be performed and/or provided:

Name of certified small business (or microbusiness) Subcontractor

Name of Subcontractor

Street address		City	State	Zip Code
Contact Person		Telephone number ()		
Small Business Certification	Certification exp. date	Participation dollar value \$	Committed % of total bid %	

Brief description of the commercially useful function(s) to be performed and/or provided:

Name of certified small business (or microbusiness) Subcontractor

Name of Subcontractor

Street address		City	State	Zip Code
Contact Person		Telephone number ()		
Small Business Certification	Certification exp. date	Participation dollar value \$	Committed % of total bid %	

Brief description of commercially useful function(s) to be provided

Small Business Subcontractor/Supplier Acknowledgement

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

This document confirms and acknowledges that the firm named below agreed to be identified by a bidding firm as a proposed small business or microbusiness 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:

Below and/or continued on an attachment is a brief description of the commercially useful function(s) that the subcontractor/supplier identified herein will provide or supply:

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 small and/or microbusiness 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 its knowledge and agrees to allow the State to confirm this information, if deemed necessary.

Name of Proposed Subcontractor/Supplier		Date Signed
Signature of Subcontractor/Supplier Representative	Telephone Number	E-mail Address (if applicable)
	()	
Printed/Typed Name	Title	

For State Use Only

Information Verified by	Date
-------------------------	------

DARFUR CONTRACTING ACT

Bid/Agreement Number OR Request for Quote Number: _____

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.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - 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.

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

OPTION #2 – WRITTEN PERMISSION FROM DGS

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

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

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

ACORD**CERTIFICATE OF INSURANCE**

ISSUE DATE (MM/DD/YY)

PRODUCER:

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

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

INSURED:

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR.				PERSONAL & ADV. INJURIES	\$
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$
	<input type="checkbox"/>				FIRE DAMAGE (Any One person)	\$
	<input type="checkbox"/>				MED. EXPENSE (Any One person)	\$
	<input type="checkbox"/>					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per Person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per Person)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> 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
10000 Goethe Road Suite C-1
Sacramento, CA 95827
FAX (916) 255-6187

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

**FACILITY INSPECTION REPORT
(CASEWORK SERVICES CONTRACTS)**

CDCR 1275 (4/94)

CONTRACT NUMBER

DATE

Please inspect the facility named below to verify all pertinent requirements for the contract and return this form completed and signed to the Parole and Community Services Division Headquarters, Support Services Unit, upon final approval or disapproval. The contract will not be processed until this form has been returned approved.

PROPOSED CONTRACTOR

FACILITY ADDRESS

CONTACT PERSON

TELEPHONE NUMBER

SPECIFIC TYPE OF CONTRACT

PAROLE OFFICE / AREA TO BE SERVED

CLEARANCES, PERMITS, REQUIREMENTS TO BE VERIFIED

Items below which are not obtained at the time of inspection are required to be sent to the address listed below within two weeks following this inspection. (Check box and attach required document(s)).

☐

Fire Marshall Clearance (STD 850)

☐

Appropriate Use Permit(s)

☐

Appropriate Business License(s) / Permit(s) (specify type(s) required and whether obtained below)

☐

Department of Alcohol/Drug Program Certificate

☐☐**FACILITY INSPECTION GUIDE**

NOTE: If answer to any of the below is No, please explain.

A. Are doors, windows and screens in good condition?

☐

Yes

☐

No

B. Are floors, hallways, walkways, and stairs free of clutter?

☐

Yes

☐

No

C. Is the Facility safe and clean in accordance with the Uniform Housing Code?

☐

Yes

☐

No

D. Are emergency plans posted in plain site?

☐

Yes

☐

No

E. Are emergency phone numbers posted by phones?

☐

Yes

☐

No

F. Are there adequate restroom facilities, showers, toilets?
(minimum of 1 for every 8 parolees)☐

Yes

☐

No

G. Are restrooms clean and in working order?

☐

Yes

☐

No

H. Is there adequate storage for parolees property?
(as specified in scope of services)☐

Yes

☐

No

I. Are business licenses/permits posted and up to date?

☐

Yes

☐

No

**FACILITY INSPECTION REPORT
(CASEWORK SERVICES CONTRACTS)**
CDCR 1275 (4/94)

- J. Are Counseling facilities/areas adequate?
(as specified in scope of services) ☐ Yes ☐ No
- K. Is the space per parolee adequate?
(as specified in the scope of services) ☐ Yes ☐ No
- L. Can Contractor provide the entire scope of services? ☐ Yes ☐ No
- M. Is there a pest control service? ☐ Yes ☐ No
- N. Are washing machines/dryers in good working order? ☐ Yes ☐ No

The following items will be requirements of the site inspection unless the N/A box is checked.

- O. Is there a phone for parolees' use? ☐ Yes ☐ No ☐ N/A
- P. Are there parking spaces available?
(as specified in the scope of services) ☐ Yes ☐ No ☐ N/A
- Q. Handicap accessibility? ☐ Yes ☐ No ☐ N/A
- R. Is there public transportation near by? ☐ Yes ☐ No ☐ N/A
- S. Is the distance to the nearest school and playground acceptable? ☐ Yes ☐ No ☐ N/A

NOTE TO CONTRACTOR: Send license(s) and permit(s) to :

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

[[Click here and type Office](#)]

OFFICE

[[Click here and type Street Address](#)]

STREET ADDRESS

[[Click here and type City, State and Zip Code](#)]

CITY, STATE, ZIP CODE

Attn: [[Click here and type Analyst Name](#)]

The above facility has been inspected for Contractor's compliance of all requirements for this contract. Items verified are marked above and this contractor is (circle one) **APPROVED/DISAPPROVED** for this contract. If disapproved, reason(s) why **must** be stated and document attached to this form.

SIGNATURE OF REGIONAL ADMINISTRATOR

TELEPHONE NUMBER

DATE

[[Click here and type Phone Number](#)]

[[Click here and type Date](#)]

**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
PROGRAM REQUIREMENTS – NOT FOR GOODS AND INFORMATION TECHNOLOGY**
(Revision Date 09/03/09)

Please read the requirements and 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).**

The minimum DVBE participation percentage (goal) is 3% for this solicitation unless another percentage is specified in the solicitation. A DVBE incentive will be given to bidders who provide DVBE participation, unless stated elsewhere in the solicitation that the DVBE incentive has been waived.

INTRODUCTION. The bidder must complete the identified form to comply with this solicitation’s DVBE program requirements. Bids or proposals (hereafter called “bids”) that **fail to submit the required form and fully document and meet the DVBE program requirement shall be considered non-responsive.**

Information submitted by the intended awardee to comply with this solicitation’s DVBE requirements 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 satisfy the DVBE program requirements. 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.

PLEASE READ ALL INSTRUCTIONS CAREFULLY. These instructions contain information about the DVBE program requirements, bidder responsibilities, and the DVBE Bid Incentive. Bidders are responsible for thorough review and compliance with these instructions.

To meet the DVBE program requirements, bidders must complete and fully document compliance with the following:

Commitment to full DVBE participation - For a bidder who is a DVBE or who is able to meet the commitment to use identified certified DVBE(s) to fulfill the full DVBE participation goal.

COMMITMENT -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 (bidder is a California certified DVBE) or A2 (bidder is not a California certified DVBE). Bidders must document DVBE participation commitment by completing and submitting the Bidder Declaration (GSPD-05-105) located elsewhere within the solicitation document. Failure to complete and submit the required form as instructed shall render the bid non-responsive.

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.

Method A1. Certified DVBE bidder:

- a. Commit to performing at least 3% of the contract bid amount (unless otherwise specified) with the prime bidder's firm or in combination with another DVBE(s).
- b. Document DVBE participation on the Bidder Declaration GSPD-05-105.
- c. At the State's option a DVBE bidder working in combination with other DVBEs shall submit proof of its commitment by submitting a written confirmation from the DVBE(s) identified as a subcontractor on the Bidder Declaration. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

Method A2. Non-DVBE bidder:

- a. Commit to using certified DVBE(s) for at least 3% (unless otherwise specified) of the bid amount.
- b. Document DVBE participation on the Bidder Declaration GSPD-05-105.
- c. At the State's option prior to contract award, a bidder shall submit proof of its commitment by submitting a written confirmation from each DVBE identified as a subcontractor on the Bidder Declaration GSPD-05-105. The awarding department contracting official named in the solicitation may contact each listed DVBE, by mail, fax or telephone, for verification of the bidder's submitted DVBE information. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

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).

DVBE BID INCENTIVE. Unless stated elsewhere in the solicitation that the DVBE incentive has been waived, in accordance with Section 999.5(a) of the Military and Veterans Code an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State. The 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%

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 \$100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

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

A DVBE Business Utilization Plan (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).

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.

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.

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

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 1Name of certified DVBE: DVBE Ref. Number: Description (materials/supplies/services/equipment proposed): Solicitation/Contract Number: SCPRS Ref. Number:

(FOR STATE USE ONLY)

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

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

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

<input type="text"/>	<input type="text"/>	<input type="text"/>
(Printed Name of DV Owner/Manager)	(Signature of DV Owner/ Manager)	(Date Signed)

<input type="text"/>	<input type="text"/>	<input type="text"/>
(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.)	<input type="text"/>
	(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):

<input type="text"/>	<input type="text"/>	<input type="text"/>
(Printed Name)	(Signature)	(Date Signed)

<input type="text"/>	<input type="text"/>	<input type="text"/>
(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):

<input type="text"/>	<input type="text"/>	<input type="text"/>
(Printed Name of DV Manager)	(Signature of DV Manager)	(Date Signed)

DVBE Incentive Request

List each certified DVBE involved with this bid. Unless otherwise stated, the DVBE incentive shall be equal to a bidder's DVBE participation level. The incentive is subject to a minimum of 1 percent and a maximum of 5 percent. 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 a DVBE Subcontractor/Supplier Acknowledgement (OBS 553).

Attach to this form an acknowledgement (OBS 553 – DVBE Subcontractor/Supplier Acknowledgement) signed by an authorized representative of each named subcontractor acknowledging their proposed use as described herein.

Name of certified DVBE Contractor or Subcontractor

Name of Contractor or Subcontractor

Street address	City	State	Zip Code
Contact Person	Telephone number ()		
DVBE Certification No.	Certification exp. date	Participation dollar value \$	Committed % of total bid %

Brief description of the commercially useful function(s) to be performed and/or provided:

Name of certified DVBE Subcontractor

Name of Subcontractor

Street address	City	State	Zip Code
Contact Person	Telephone number ()		
DVBE Certification No.	Certification exp. date	Participation dollar value \$	Committed % of total bid %

Brief description of the commercially useful function(s) to be performed and/or provided:

Name of certified DVBE Subcontractor

Name of Subcontractor

Street address	City	State	Zip Code
Contact Person	Telephone number ()		
DVBE Certification	Certification exp. date	Participation dollar value \$	Committed % of total bid %

Brief description of the commercially useful function(s) to be performed and/or provided:

DVBE Subcontractor/Supplier Acknowledgement

Name of Prime Contractor:	CDCR IFB or RFP Number:
Total Dollar Value of DVBE Subcontractor Use:	Total DVBE Percentage:

This document confirms 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.

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:

Below and/or continued on an attachment is a brief description of the commercially useful function(s) that the subcontractor/supplier identified herein will provide or supply:

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 its knowledge and agrees to allow the State to confirm this information, if deemed necessary.

Name of Proposed Subcontractor/Supplier:		Date Signed:
Signature of Subcontractor/Supplier Representative:	Telephone Number: ()	E-mail Address (if applicable):
Printed/Typed Name:	Title:	
For State Use Only	Federal Employer ID (EIN)# :	
Information Verified by:	Date:	

BIDDER'S NAME & TITLE	BIDDER'S SIGNATURE	PHONE NUMBER	DATE
		FAX NUMBER	

**TARGET AREA CONTRACT PREFERENCE ACT
PREFERENCE REQUEST FOR GOODS AND SERVICES SOLICITATIONS**

Target Area Contract Preference Act References and Instructions

The Target Area Contract preference Act (TACPA), GC §4530 et seq., and 2 CCR §1896.30 et seq., promotes employment and economic development at designated distressed areas by offering 5% worksite and 1% to 4% workforce bidding preferences in specified state contracts. The TACPA preferences do not apply to contracts where the worksite is fixed by the contract terms. These preferences only apply to bidders who are California based firms, and only when the lowest responsible bid and resulting contract exceed \$100,000. Bidders must certify, under penalty of perjury to perform either 50% (for GOODS contracts) or 90% (for SERVICES contracts) of the labor hours required to complete this contract in the eligible TACPA area worksite(s) identified in Section I on the reverse side of this page. TACPA preferences are limited to 9%, or a maximum of \$50,000 per bid. In combination with any other preferences, the maximum limit is 15% of the lowest responsible bid; and, in no case more than \$100,000 per bid.

Section I

Worksite Preference Eligibility and Labor Hours

Bidders must identify at least one eligible TACPA worksite by entering the criteria letter A, B, C, D, E or F in the "Criteria" column and enter the "Census Tract" and "Block Group" Numbers to be eligible for the preference. You must name each and every firm or site where contract labor hours will be worked. Preference requests may be denied if an eligible California TACPA worksite is not identified, or all firms performing contract labor hours are not identified. Enter one of the following "Criteria" letters to identify each TACPA worksite on the reverse page:

- A.** The firm is located in a California eligible distressed area(s).
- B.** The firm will establish a worksite(s) in a California eligible distressed area(s).
- C.** The firm is in a census tract with a contiguous boundary adjacent to a California eligible distressed area.
- D.** The firm will establish a worksite(s) located directly adjoining a valid TACPA census tract/block group that when attached to the California eligible distressed area(s) forms a contiguous boundary.
- E.** The bidder will purchase the contract goods from a manufacturer(s) in a California eligible distressed area(s). **This option applies to solicitations for GOODS only.**
- F.** The bidder will purchase contract goods from a manufacturer(s) in directly adjoining census tract blocks that when attached to the California eligible distressed area(s) forms a contiguous boundary. **This option applies to solicitations for GOODS only.**

Enter labor hours for each listed firm and site. The hours shall be reasonable and shall only include the labor hours necessary and required to complete the contract activities. Artificially increasing hours at a claimed TACPA worksite, or understating labor hours worked outside the eligible worksite may result in a denied preference request. Do not include machine time and non-labor time when projecting contract labor hours. Report all bidder work hours and those of any subcontractor performing this contract. All transportation hours must be reported for each carrier separately and must not be combined or included with hours for manufacturing, processing, or administration, or at any eligible TACPA site. Failure to list all the labor hours to be performed at the reportable sites will result in a denial of this preference request.

The bidder must explain, by activity, their firm's projected contract labor hours by completing and signing the *Bidder's Summary* form (included with this solicitation).

If supplying goods, the bidder must also provide a completed and signed *Manufacturer's Summary* form (included with this solicitation) that specifies the number of projected labor hours necessary to make the product(s).

**Section II
Workforce Preference**

Eligibility to request a workforce preference is based on the bidder first claiming and receiving approval of the 5% TACPA worksite preference. The workforce preferences are only awarded if the bidder hires and employs the TACPA qualified individuals. Workforce preferences will not be approved for another firm's employees. By claiming a workforce preference percentage, the bidder must have its eligible employees perform the specified percentage of the total contract workforce labor hours. See Section I, "Total Projected Labor Hours," STD. 830. To claim the workforce preferences select or check the appropriate box for percent of requested bid preferences in Section II.

**Section III
Certification for Worksite and Workforce Preferences**

Bidder must sign, under penalty of perjury, the certification contained in Section III to be eligible for any of the preferences requested pursuant to this form. The penalties associated with the TACPA statute are: GC §4535.1, a business which requests and is given the preference by reason of having furnished a false certification, and which by reason of that certification has been awarded a contract to which it would not otherwise have been entitled, shall be subject to all of the following:

- (a) Pay to the State any difference between the contract amount and what the State's cost would have been if the contract had been properly awarded.
- (b) In addition to the amount specified in subdivision (a), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract involved.
- (c) Be ineligible to directly or indirectly transact any business with the State for a period of not less than six months and not more than 36 months.

Prior to the imposition of any sanction under this chapter, the contractor or vendor shall be entitled to a public hearing and to five days notice of the time and place thereof. The notice shall state the reasons for the hearing.

If you receive an award based on these preferences you will be required to report monthly on your contract performance, labor hours, and TACPA compliance.

For questions concerning preferences and calculations, or if a bid solicitation does not include preference request forms, please call the awarding Department's contract administrator. Only another California certified small business can use TACPA, EZA or LAMBRA preferences to displace a California certified small business bidder.

To identify TACPA distressed worksites contact the local city or county Planning/Economic Development offices of the proposed worksite, or go to <http://factfinder.census.gov> and click on "Enter a street address" to find a Census Tract and Block Group. Verify the Census Tract and Block numbers for TACPA sites by calling the DGS, Procurement Division preference line at (916) 375-4609.

Enterprise Zone Act (EZA) preferences are available only if the lowest responsible bid and resulting contract exceeds \$100,000. Your firm must be California based. You must certify under penalty of perjury to perform either **50%** of the labor hours required to complete a contract for GOODS or **90%** of the labor hours required to complete a contract for SERVICES in an eligible enterprise zone worksite(s). (Identify in Section I.) The EZA provides bid selection preferences of 5% for eligible worksites (Section I), and 1% to 4% for hiring eligible workforce employees (Section II). EZA addresses can be verified or confirmed with city-county Economic Development Offices or visit the Department of Housing and Community Development website (www.hcd.ca.gov).

To the Bidder: Preference may be denied for failure to provide the following required information:

- (1) Identify each firm in the supply chain, including yours, that will perform any of the contract labor hours required to complete this contract. Identify your role in the distribution process. Transportation hours performed by each carrier must be reported separately.
- (2) List complete addresses for each firm named below.
- (3) Report projected number of labor hours required to perform the contract for each firm.
- (4) Enter the Enterprise Zone Name.
- (5) Identify the California designated EZA worksite(s) by entering the proper **Criteria** letter A, B, or C (see reverse for instructions) in the Criteria column.

(1) FIRM NAME and CONTRACT FUNCTION: (Manufacturing, transportation, shipping, warehousing, admin. etc.) Use additional pages, as needed, to fully report worksite information.	(2) WORKSITE ADDRESS Street Address, City, County, State, Zip Code, Phone Number	(3) Projected Labor Hours	COMPLETE FOR ALL SITES LOCATED WITHIN THE EZA PREFERENCE AREA(S)	
			(4) Enterprise Zone Name	(5) Criteria (A, B, C)
TOTAL PROJECTED LABOR HOURS:		0.00		

Bidders must qualify their firm's worksite eligibility to request an additional 1% to 4% workforce preference in Section II.

- ☐ I request a 1% preference for hiring eligible persons to perform 5 to 9.99% of the total contract labor hours.
 - ☐ I request a 2% preference for hiring eligible persons to perform 10 to 14.99% of the total contract labor hours.
 - ☐ I request a 3% preference for hiring eligible persons to perform 15 to 19.99% of the total contract labor hours.
 - ☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours.

To receive EZA preferences, the following certification must be completed and signed by the Bidder.

I hereby certify under penalty of perjury that the bidder (1) is a California based company as defined in the EZA regulations; (2) shall ensure that at least 50% of the labor hours required to complete a contract for Goods, or 90% of the labor hours to complete a Services contract shall be performed at the designated EZA worksite(s) claimed in Section I; (3) shall hire persons who are EZA eligible employees to perform the specified percent of total contract labor hours as claimed in Section II; (4) has provided accurate information on this request to receive EZA preferences. I understand that any person furnishing false certifications, willfully providing false information, or failing to comply with the EZA requirements is subject to sanctions as set forth in the statutes.

BIDDER'S NAME AND TITLE	BIDDER'S SIGNATURE	PHONE NUMBER	DATE
		FAX NUMBER	

SOLICITATION NUMBER	AGENCY/DEPT

Section I. 5% WORKSITE(S) PREFERENCE ELIGIBILITY AND LABOR HOURS

1. Identify each firm in the supply chain, including yours, that will perform any of the contract labor hours required to complete this contract.
2. Identify your role in the distribution process. Transportation hours performed by each carrier must be reported separately.
3. List complete addresses for each firm named below.
4. Report projected number of labor hours required to perform the contract for each firm.
5. Enter the name of the designated LAMBRA site.
6. Identify the California designated LAMBRA worksite(s) by entering the proper **Criteria** letter A, B, or C (see reverse for instructions) in the

Section II. 1% TO 4% WORKFORCE PREFERENCE

☐ request a 1% preference for hiring eligible persons to perform 5 to 9.99 % of the total contract labor hours.

☐ request a 2% preference for hiring eligible persons to perform 10 to 14.99 % of the total contract labor hours.

☐ request a 3% preference for hiring eligible persons to perform 15 to 19.99 % of the total contract labor hours.

☐ request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours.

To receive LAMBRA preferences, the following certification must be completed and signed by the Bidder:

BIDDER'S NAME AND TITLE	BIDDER'S SIGNATURE	PHONE NUMBER	DATE
		FAX NUMBER	

STATE OF CALIFORNIA DGS/SPD 526 (Rev. 01/2005)		BIDDER'S SUMMARY		Section I	
		Of Contract Activities and Labor Hours		SOLICITATION NUMBER	
				AGENCY/DEPT	

To be eligible for the bidding preferences, the following data/information must be provided AND signed by the BIDDER. Any person furnishing false certifications, willfully providing false information, omitting information, or failing to comply with the preference requirements is subject to sanctions as set forth in the statutes

Section II

The "Bidder's Summary" of the contract activity and employee labor hours must be completed and signed by the Bidder. This form must accompany any bid preference request form(s) (STD 830, STD 831, STD 832) submittal to the designated contracting official at the awarding department.

Report the projected contract labor hours for each contract activity for administration, receiving, order processing, order shipping preparation, and transportation to state delivery point (see reverse for additional information). Report all employee labor hours necessary to perform this contract. Do not include labor-free hours (automated processing/storage time, etc).

Product Type Or Line Item	Contract Quantity (Total Product Units)	Number Of Bidder Contract Labor Hours To Be Used For This Contract					Total Number Of Contract Labor Hours Per Product Type Or Line Item
		Administration	Receiving	Order Processing (pick/pull)	Order Shipping Preparation	Transportation	
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

* EXPLAIN "OTHER" ACTIVITIES OF CONTRACT PERFORMANCE USED MUST BE DEFINED HERE: (Use additional sheets, if necessary)

Section III

To be eligible for bidding preferences, the following certification statement must be complete and signed by the Bidder.

I hereby certify under penalty of perjury that the information and labor hours reported on this form are accurate and complete. I understand that any person falsely certifying, willfully providing false information, omitting information, or failing to comply with the preference statutes may be subject to sanctions as set forth in the statutes.

BIDDER'S NAME AND TITLE	BIDDER'S SIGNATURE:		PHONE NUMBER ()	DATE
			FAX NUMBER ()	

BIDDER'S SUMMARY
References and Instructions

The California Legislature has declared that it serves a public purpose and is a benefit to the State to encourage business investment, promote job development, and to facilitate job maintenance in economically distressed areas of the State. It is the intent of the Legislature to further these goals by providing appropriate preferences to California based companies that submit bids or proposals for state contracts to be performed at worksites in economically distressed areas when the contract is for goods or services in excess of \$100,000. To obtain preferences, the bidder must demonstrate that a minimum 50% (for goods contracts) or 90% (for services contracts) of the projected employee labor hours necessary for the contract will be performed within the economically distressed area.

If the bidder requests TACPA, EZA, and/or LAMBRA contract preferences¹, the *Bidder's Summary* form must be completed and signed by the bidder for each requested preference. The information provided on this form will be used to evaluate the total number of bidder employee labor hours required to complete the contract.

Section I

Solicitation Number: Enter the solicitation number identified on the front page of the Invitation For Bid for which this form is being submitted.

Agency/Dept: Enter the name of the buying Agency and/or Department (e.g., State and Consumer Services Agency, Department of General Services)

¹ Target Area Contract Preferences Act, GC § 4530 et seq., Enterprise Zone Act GC § 7070 et seq., and/or Local Agency Military Recovery Area Act (LAMBRA), GC § 7118 et seq.

Section II

This section identifies the number of bidder's projected employee labor hours that will be performed for the contract. Hours projected should only be those that the bidder will perform. Do not include manufacturing or any other subcontracted hours.

Product Type or Line Item: List the product type or line item as specified on the solicitation. Separate each product type to match the line items on the solicitation.

Contract Quantity:

List the number of product units (i.e., cases, pounds, etc.). Use the same quantity and unit measure used in the state's solicitation.

Hours For This Contract:

Enter the projected number of employee contract labor hours expected in the performance of the contract. Hours may include, for example: administrative, receiving (only include hours required to stock receive and/or physically place product into or out of storage), processing orders (pulling or picking) preparation of orders for shipment (routing, master billing, loading trucks), transportation hours (from shipping point to point of delivery) and/or other (contract labor hours identified as "other" must be defined). **Do not include labor hours for time the product is stationary.**

Grand Total:

List the total number of employee labor hours for the entire contract period.

Section III

Section III must be completed and signed by the bidder.