

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

BID NO. 6000000666

Date: August 18, 2011

The California Department of Corrections and Rehabilitation (CDCR), Division of Adult Parole Operations (DAPO), Office of Substance Abuse Treatment Services (OSATS), and Division of Adult Institutions (DAI), hereafter referred to as the State, is inviting responses to this Invitation For Bid (IFB) entitled Statewide Urinalysis Testing.

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)
- Screening Levels (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-610.doc> . If you do not have Internet access, you may request a hard copy of Exhibit C by contacting the contract analyst listed below.
- Special Terms and Conditions (Exhibit D)
- Division of Adult Parole Operations Unit Location List (Exhibit E)
- Division of Adult Institutions Facility Site Locations (Exhibit F)
- Division of Addiction and Recovery Services Site Locations (Exhibit G)
- Laboratory Site Inspection Report (Exhibit H)
- Drug Testing Data Requirements (Exhibit I)
- Business Associates Agreement (HIPAA) (Exhibit J)
- Division of Adult Parole Operations Invoice (Attachment 1.1)
- Division of Adult Institutions Invoice (Attachment 1.2)
- Division of Addiction and Recovery Services Invoice (Attachment 1.3)
- Daily Laboratory Report (Attachment 2)
- Monthly Contractor Detail Report (Attachment 3)
- Monthly Summary Report (Attachment 4)
- 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

- DVBE Payment Certification Form (OBS 548)
- Non-Small Business Preference Request and Subcontractor Acknowledgement (OBS 555)
- Darfur Contracting Act (OBS 1500)
- Sample Certificate of Insurance
- California DVBE Program Requirements – Not for Goods and Information Technology
- California DVBE Bid Incentive Instructions – Selecting Incentive Option
- Bidder Declaration (GSPD-05-105)
- DVBE Declarations (STD 843)
- DVBE Bid Incentive Request and Acknowledgement (OBS 554)

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.

- Target Area Contract Preference Act (TACPA) form (STD 830)
- Enterprise Zone Act (EZA) form (STD 831)
- Local Agency Military Base Recovery Area (LAMBRA) form (STD 832)
- Bidder's Summary form (DGS/PD 526)

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

Statewide Urinalysis Testing

Bid No. 6000000666

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	August 18, 2011
Letters of Inquiry	September 8, 2011
Submission of Bid	October 6, 2011 @ 3:00pm
Public Bid Opening	October 7, 2011 @ 3:00pm
Anticipated Date for Commencement of Services	December 1, 2011
Termination of Agreement	November 30, 2013

II. BIDDER QUALIFICATIONS AND LICENSING REQUIREMENTS

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

III. BIDDER RESPONSIBILITIES & THE BID PACKAGE

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

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

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

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

IV. **BID SUBMITTAL**

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

MAIL DELIVERY,
HAND DELIVERY, or
OVERNIGHT MAIL:

California Department of Corrections and Rehabilitation
Office of Business Services, Contracts Management Branch
Attention: 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 Statewide Urinalysis Testing - BID NO. 6000000666 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.

V. LETTERS OF INQUIRY

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

Any letters of inquiry must be submitted in writing to allow CDCR time to research and prepare a response. Submit your letter of inquiry by August 16, 2011 directly to Angel Ramsey, Contracts Management Branch, by any of the following:

Mail: 10000 Goethe Road, Suite C1
Sacramento, CA 95827

FAX: (916) 255-6187

E-mail: angel.ramsey@cdcr.ca.gov

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

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 four (4) 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

VIII. 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.

IX. 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.

X. 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 6000000666 for the California Department of Corrections and Rehabilitation"**. Protests **MUST** be filed with:

ORIGINAL	COPY
<p align="center">HAND OR MAIL DELIVERY</p> <p>Department of General Services Office of Legal Services Attn: Protest Coordinator 707 Third Street, 7th Floor West Sacramento, CA 95605</p>	<p align="center">HAND OR MAIL DELIVERY</p> <p>Department of Corrections and Rehabilitation Office of Business Services Contracts Management Branch Attn: Angel Ramsey 10000 Goethe Road, Suite C1 Sacramento, CA 95827</p>

XI. 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, and E, F, G, H, I, and J.

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.

XII. 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
STATEWIDE URINALYSIS SERVICES
IFB No. 6000000666

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

A complete bid will consist of the documents identified below.

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

- _____ Bid Submittal Checklist (this checklist)
- _____ Bid Proposal (Exhibit B-1)
- _____ Rate Sheet (Exhibit B-2)
- _____ Copy of Contractor Certification Clauses (CCC)
The CCC can be found on the Internet at <http://www.ols.dgs.ca.gov/standard+language>. The first page must be signed and submitted prior to the award of the contract, but is not required if the bidder has submitted this form to the awarding agency within the last three (3) years.
- _____ Original Payee Data Record (STD 204)
- _____ Subcontractor/Consultant List
- _____ Non-Small Business Preference Request and Subcontractor Acknowledgement (OBS 555)
- _____ Darfur Contracting Act (OBS 1500)
- _____ Copy of Certificate of Insurance
- _____ 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 a current California Department of Health Services Laboratory Field Services (LFS) license and a U.S. Department of Health Services Clinical Laboratory Improvement Amendments (CLIA) certificate.
- _____ Copy of current Commercial General and Auto Liability Insurance Policies
- _____ Copy of STD 830 – Target Area Contract Preference Act (TACPA) form

- _____ Copy of STD 831 – Enterprise Zone Act (EZA) form
- _____ Copy of STD 832 – Local Agency Military Base Recovery Area (LAMBRA) form
- _____ Copy of DGS/PD 526 – Bidder's Summary form
- _____ GSPD-05-105 Bidder Declaration
- _____ STD 843 DVBE Declarations
- _____ DVBE Bid Incentive Request and Acknowledgement (OBS 554)

AGREEMENT NUMBER

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this Agreement is: through

3. The maximum amount of this Agreement is: \$

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

Exhibit A – Scope of Work page(s)

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

Exhibit C* – General Terms and Conditions

Check mark one item below as Exhibit D:

☐
☐

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

page(s)

Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions

page(s)

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.)

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**California Department of General
Services Use Only**

☐ Exempt per:

I. PROJECT INTRODUCTION

Controlled substances urinalysis testing is used as part of an increased treatment/control methodology for managing parolees/inmates who have an established history of substance abuse.

A. Purpose

Felony offenders have a high incidence of drug abuse and they are often involved in a high degree of substance abuse-related criminal offenses. One method to protect the public from substance-abusing offenders is to motivate the offenders and assist them with their efforts to achieve and maintain sobriety.

In order to deter, detect and effectively counsel or refer for treatment those offenders who are abusing or are addicted to controlled substances, the California Department of Corrections and Rehabilitation (CDCR) has initiated an extensive Controlled Substances Urine Testing Program covering all aspects of its jurisdiction.

The CDCR takes the position that for the Controlled Substances Urine Testing Program to be technically effective, the urine test results must be as error-free as possible and positive test results must be confirmed by an alternate method that is based on a different physical and chemical principle than the initial screening method.

B. Background Statement

Substance abuse has frequently been linked to the commission of the offense for which judicially committed persons were initially arrested and subsequently adjudicated.

Urine drug testing is an important tool to identify substance abusers in a variety of settings. In the proper context, urine testing can be used to determine substance abuse in general. To be an effective tool, the testing procedure must be capable of detecting drugs or their metabolites at concentrations sufficiently low to include occasional and recent users as well as addicts using controlled substances on a chronic basis. Urine is considered as a specimen of choice in a large scale-testing program because it can be readily obtained by relatively non-invasive means. However, a positive result using urine as the specimen only indicates usage at some previous time and provides little insight as to whether the subject was under the influence of the substance at a specific time. The many factors that impact the urine concentration of a substance, such as route of administration, dosage, body weight, health status, metabolic rate, frequency of administration, interval between administrations, sampling, urine pH and volume, usually preclude the use of quantitative urine test data for the estimation of recency of use or degree of impairment. The controlled conditions necessary to make these correlations are rarely met in random testing of individual urine specimens. To substantiate physiological impairment by the substance, it is essential to correlate the results of a chemical test with eyewitness accounts of administration, behavioral changes or with admission of usage by the subject.

Since the outcome of a positive urine test for a controlled substance can lead to/extend confinement, even in the absence of punitive actions, the suggestion that the abuse has occurred can be devastating to the life of the subject. It is

therefore critical that urine test results be as error-free as possible. In addition, both the person reporting on the result of the test and the individual administering the penalty for a positive result must be knowledgeable in the many factors that influence the interpretation of results.

II. CONTRACTOR QUALIFICATIONS

Contractor shall possess and maintain throughout the term of this Agreement a current California Department of Health Services Laboratory Field Services (LFS) license and a current U.S. Department of Health and Human Services Clinical Laboratory Improvement Amendments (CLIA) registration Certificate, as well as a valid Business License.

Contractor shall maintain all licenses and certifications as required by law. Contractor shall provide copies of any licenses or certifications requested by CDCR. If at any time during the period of this Agreement the Contractor receives notification that their licenses or certifications are being suspended, are suspended, or may potentially be suspended, Contractor must notify CDCR. The Contractor shall also ensure all subcontractors maintain all licenses and certifications as required by law.

III. SCOPE OF THE PROJECT

The Contractor agrees to provide all personnel, materials, supplies and equipment necessary to perform statewide controlled substances urinalysis testing services for the CDCR. Services will be provided at a facility determined by the Contractor, which meets requirements and specifications as outlined under the Site Inspection section of this exhibit. The Contractor will collect specimens from the facility site locations listed on the Division of Adult Parole Operations (DAPO) Facility Site Locations (Exhibit E); the Office of Substance Abuse Treatment Services Facility (OSATS) Site Locations (Exhibit F); and the Division of Adult Institutions (DAI) Facility Site Locations (Exhibit G); attached hereto and incorporated herein. The Contractor and State mutually agree to the following provisions:

A. Chemical Analysis

The Contractor agrees to perform analysis of urine specimens submitted by the CDCR throughout the state. Specimens submitted to the Contractor will be screened for the presence of any of the groups of drugs at the minimum levels of concentration shown in Exhibit A-1, Drug Screening Cut-Off Levels, attached hereto and incorporated herein. Additional testing may be required on case by case basis. If additional testing is required, it shall be authorized by a Parole Agent III in a DAPO unit, or by a staff person at the level of facility captain or above in the Institution Division.

The State retains the option to delete, add or substitute the drugs herein mentioned, and may re-negotiate the per-test cost, provided that an increase in the per-test cost will not exceed ten percent of that originally bid by the Contractor.

B. Testing Laboratory Procedures

The Contractor specifically agrees to the following:

1. Use an immunoassay as the initial screening process to identify negative specimens and to select presumptive positive specimens that will be confirmed at the cut-off levels listed in Exhibit A-1. Lower cut-off levels are acceptable.
2. Use a specific chromatographic technique for confirmation of presumptive positive results.
3. Use a hydrolysis step, specifically for opiates and cannabinoids, to liberate the analyte prior to confirmation by the chromatographic method.

C. Specimens

The Contractor shall conduct analysis using the cut-off levels shown in Exhibit A-1. The present levels shown are those established by the Substance Abuse and Mental Health Services Administration (SAMHSA) standards. The testing of a specimen will require that the sample submitted be separated into two portions and that one such portion be analyzed. The second portion of any specimen which has been confirmed to be positive shall be securely stored and frozen at -20 (minus twenty) degrees Centigrade or lower for one month for the CDCR, Division of Adult Parole Operations (DAPO), Office of Substance Abuse Treatment Services (OSATS) and ninety days for CDCR, Division of Adult Institutions (DAI) to assure availability for re-testing in case of a challenge. Negative specimens may be discarded two weeks following the date the results were reported to the provider. Upon notification of a legal challenge, laboratory agrees to maintain storage of identified specimens for an indefinite period.

D. Collection Requirements / Results Reporting

The Contractor agrees to:

1. Provide daily specimen collections (pick ups) at all facility site locations listed in Exhibits E, F, and G; at mutually agreed upon times by contractor and facility contact, and deliver specimens to the Contractor's laboratory within 24 hours, Monday through Friday, except State holidays.

All specimen analyses are to be completed and reported to the contributing facility site location within 48 hours of receipt of specimen, excluding holidays, Saturdays, and Sundays. Test results due on a State holiday may be reported on the next regular business day. Attachment 2, Daily Laboratory Report, attached hereto and incorporated herein, or an equivalent form, must be used to report test results.

2. Assure that all test results including confirmation, screening and quality control data are reviewed by the laboratory director or a supervisory scientist before being certified as accurate. The laboratory director or supervisory scientist must also confirm the accuracy of test dates, offender and Parole Agent names, and CDC numbers.

Copies of reports shall be retained by the Contractor for a period of three years and shall be available to the State for audit purposes.

E. Specimen Containers

The Contractor agrees to furnish, postpaid and at no additional cost to the State, all necessary supplies, specimen containers and labels, transporting containers,

transporting labels, and to pay the cost of transporting specimens from submitting providers to the Contractor. Labels shall be pre-printed with the billing codes provided in Exhibits E, F, and G and also a place for the participant's name, participant's identification number, and Parole Agent's name. Specimen containers are to be compact enough to be carried in a pocket or a purse in order to be readily usable by program personnel in the field. Specimen containers shall be convenient for both male and female use. If not, an alternative container shall be provided for female use. Specimen containers are to be leak proof and of composition to resist breakage. In order to enhance the chain of custody, boxes must be secured at time of pick-up and must be durable enough to handle transportation to and from the laboratory.

F. Facility Site Locations

Exhibits E, F, and G list all of the CDCR sites and their billing codes.

The State reserves the right to revise Exhibits E, F, and G as necessary to add/delete facility site locations without amending the contract and at no additional cost to the State. The Contractor agrees to extend the services provided for in this Agreement to include any additional sites, which CDCR may open, at its sole discretion, during the term of this Agreement.

G. Chain of Custody

The Contractor agrees to maintain adequate "chain of custody" procedures from the time specimens are received until results are reported and to provide adequate secure storage of retained specimens. The Contractor agrees to provide an adequate tracking and processing system of specimens from receipt by the courier to laboratory through storage to ultimate destruction.

H. Specimen Preservation and Confidentiality of Results

The Contractor agrees to maintain all necessary records relative to the handling and processing of submitted urine specimens for a period of one year from date of contract termination to assure their availability to the State in the event the result of any urinalysis is legally challenged. The Contractor will maintain a complete record of all samples analyzed including sample number, date received, date analyzed, results of initial and confirmatory screenings, and date results were submitted to CDCR. All records pertaining to the handling and reporting of submitted urine specimens from the time they are received in the lab to the reporting of test results and any follow-ups shall be maintained for one year.

The Contractor agrees to maintain records of gross numbers of "unconfirmed presumptive positives" observed on initial screenings by panel, substance and test method. The Contractor further agrees not to reveal nor discuss results of such analyses with any person except those designated in writing by the State.

I. Quality Assurance and Quality Control Procedures

The Contractor agrees to maintain a Quality Assurance and Quality Control Program which encompasses all aspects of the testing process: specimen acquisition, chain of custody, security, reporting of results, and screening and confirmation of analytical results. Quality control procedures will be designed, implemented and reviewed by the Contractor to monitor each step of the process.

The Quality Control Program should provide, at a minimum, that urine specimens containing no drug and specimens fortified with known standards be analyzed with each batch of specimens screened. A minimum of ten percent of all test samples must be quality control specimens. Some control with added drug or metabolite at or near the threshold (cut-off concentration) will also be included. In addition, internal controls blind to the analyst should be tested periodically. Similar controls shall be analyzed in parallel with confirmation tests.

The Contractor agrees to implement procedures to ensure that carry over from screening to confirmatory test does not contaminate the testing of a subject's specimen.

The Contractor agrees to make available to the State results of any outside proficiency testing in which it participates. Copies of any voluntary outside proficiency testing results shall be provided to the State.

J. External Quality Control

The Contractor agrees to participate in any quality control programs that may be administered by the State. The State, through any authorized representatives, has the right, at all reasonable times, to inspect or otherwise evaluate the work performed or being performed under this Agreement, and the premises in which it is being performed. If any inspection or evaluation is made by the State on the premises of the Contractor, the Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the State representatives in the performance of their duties. All inspections and evaluations by the State shall be performed in such a manner as will not unduly delay the work of the Contractor. The evaluation may be performed as follows:

1. Without prior notification to the Contractor, the State may submit quality control urine specimens that may or may not be identified as such.
2. Without prior notification to the Contractor, the State may collect from the Contractor, for purposes of retesting by an independent laboratory, specimens that have been tested.
3. Without prior notification to the Contractor, the State, through its designated representative(s), shall have the authority to conduct "on-site" evaluations of methods and procedures used by the Contractor.
4. The Contractor must obtain a proficiency score of at least ninety percent (90%) correct in each post-award quality control survey and a score of at least ninety percent (90%) correct for each drug within the quality control survey. The scores for each drug and for the complete survey will be calculated using the following equation:

$$\text{Score} = 1 - \frac{(\text{FN} + 3\text{FP})}{(\text{D} + \text{S})} \times 100$$

where:

FN is the number of False Negatives

FP is the number of False Positives

D is the number of drugs added to the Quality Control Specimens

S is the number of specimens in the Quality Control Survey

In addition to any other remedies available to the State in this Agreement, failure to maintain a proficiency score of at least ninety percent (90%) will constitute grounds for contract cancellation at the discretion of the State.

K. Handling Flawed Specimens

Specimens received by the Contractor which cannot be identified by submitting provider or specimens of insufficient quantity may be discarded by the Contractor after first notifying the submitting provider (if possible). For each such specimen, there will be no cost charged to the State.

L. Site Inspection

The Contractor's facility must meet specifications as outlined below and in the Laboratory Site Inspection Report (Exhibit H). CDCR shall conduct a mandatory site inspection prior to the contract award. The State also reserves the right to periodically inspect the Contractor's facility to ensure ongoing compliance with contracted services can continue to be performed. The State will, from time to time during the term of this Agreement, confer with Contractor's technical staff and make such other inspections and tests as necessary to assure the State of the accuracy of the performance of services under this Agreement.

The mandatory site inspection will include, but not limited to:

- Are floors, hallways, walkways, and stairs free of clutter?
- Is the facility safe and clean?
- Are emergency plans posted in plain site?
- Are emergency phone numbers posted by phone?
- Are restrooms clean and in working order?
- Is there adequate storage for storing Urinalysis specimens?
(as specified in scope of services)
- Are business licenses/permits posted and up to date?
- Does the laboratory maintain acceptable safety precautions
(e.g., fire extinguishers, safety showers, safety glasses, eye washes, gloves,
fume hoods, proper grounding of electrical equipment)?
- Does the laboratory maintain an acceptable environment (e.g., heating,
cooling, ventilation, cleanliness, sufficient lighting)?
- Does the laboratory have emergency power equipment available in the case of
prolonged power failure?
- If no, does the laboratory have an acceptable alternative plan for dealing with
prolonged power failure?

The State will utilize Exhibit H, Laboratory Site Inspection Report, when conducting inspections.

M. Contract Units and Prices

The work of this contract has been subdivided into "items," each item with a "Unit Price" and "Estimated Quantity." Contract payments will be based on actual quantities of work performed as directed and accepted and shall be paid for at the "Unit Prices" as shown on the Rate Sheet (Exhibit B-2).

Bid prices are on the basis of per specimen tested for the complete drug panel, the confirmation test, and the extra service re-confirmation. The per specimen price will constitute full payment for meeting all the provisions of these specimens.

N. Monthly Reports

The Contractor shall submit, by the tenth of each month, with the individual monthly invoices for DAPO, OSATS and DAI, the following three reports. Data shall be accumulated/submitted in separate reports for DAPO, OSATS, and DAI. The Contractor shall review and forward the following reports as scheduled to:

Department of Corrections and Rehabilitation
Division of Adult Parole Operations
P O Box 942883
Sacramento, CA 94283-0001
Attention: Program Manager

1. Monthly Summary Report (Attachment 4) will list by submitting provider the total number of parolees/inmates tested, the total number of specimens submitted, the total number (and percentage) of different specimens confirmed positive for one or more substances, and the total number of substances confirmed positive.
2. Contractor Detail Report (Attachment 3) will list each test by submitting provider, by order number and CDCR case number; indicate positive screenings and confirmed positives by substance; will summarize the total number of different parolees/inmates tested and the number (and percentage) of different parolees/inmates confirmed positive for one or more substances; the total number of specimens analyzed; and the total number (and percentage) of specimens confirmed to be positive for one or more substances.
3. Daily Laboratory Report (Attachment 2) will list each test by submitting provider, accession number, parolee name, CDCR case number, parole agent name, date test collected in parole office, type of test ordered and test result. The Contractor will provide this report daily to each site location.

O. Data Reporting

Upon receiving technical assistance provided by CDCR staff, the Contractor shall submit required data, which is contained in Exhibit M, Drug Testing Data Requirements, on a compact disc (CD). This data is required for evaluation and statistical purposes. The Contractor shall ensure that all data is accurate, complete,

and responsive to CDCR information needs. Data is to be forwarded to: Department of Corrections and Rehabilitation, Research Branch, Policy & Evaluation Division, P.O. Box 942883, Sacramento, CA 94283-0001, Attention: Research Program Specialist III.

P. Court Testimony

If required by the State, the Contractor or its qualified representative, agrees to attend court hearings to give expert testimony concerning the methods used, the reliability and results of analyses. The State will provide any airline tickets required at the established State discount airfare. The State will also pay travel expenses attendant to such court appearance in accordance with rates not exceeding those paid to the State's non-represented employees. The anticipated number of such court hearings is four per year. The Contractor shall cover all administrative costs for court preparation.

The State reserves the right to revise airfare rates without amending the contract as revisions to the management memos are issued.

SUBSTANCE	CUT-OFF LEVELS NANOGRAMS / MILLILITER ng/ml	
	INITIAL SCREENING METHOD immunoassay (ng/ml)	CONFIRMATORY METHOD chromatographic (ng/ml)
* Amphetamines (as Methamphetamine) Amphetamine Methamphetamine	1000	500
* Opiates Morphine (total) Codeine (total)	2000	300
* Cocaine (as Benzoylecognine)	300	150
* Phencyclidine (PCP)	25	25
Cannabinoids ** THC	50	15
* Barbiturates (long acting) Phenobarbital	300	300
* Barbiturates (short acting) Butalbital/Butabarbital Pentobarbital Secobarbital	300	200
Alcohol	0.025% or (gm/dl)	0.025% or (gm/dl)

* Basic Drug Panel

** delta-9-tetra hydrocannabinol-9-carboxylic acid

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, Purchase Order Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Department of Corrections and Rehabilitation (CDCR)
Headquarters Accounting Office
Attention: Accounts Payable
10000 Goethe Road, Suite C1
Sacramento, CA 95827

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

4. Subcontractors

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

Statewide Urinalysis Testing

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. Contractor must also submit a completed STD. 204 with bid proposal.

COMPANY NAME:

STREET ADDRESS:

P.O. BOX:

CITY, STATE AND ZIP CODE:

CITY, STATE AND ZIP CODE:

TELEPHONE NUMBER:

()

FAX NUMBER:

()

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 rates 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 consider a Small Business (SB) Enterprise/Microbusiness (MB) Enterprise for contracting opportunities first. CDCR is committed to supporting SB/MB participation in state contracting and seeks to use certified SB/MB whenever possible.

A SB/MB 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 SB, 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 MB, 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.

Pursuant to Government Code (GC) Section 14838 a five percent (5%) bid preference shall be given to bidders who qualify as a SB/MB. The rules and regulations of this law are contained in Title 2, California Code of Regulations (CCR), Section 1896, et seq. A copy of the regulation is available upon request.

To claim the SB/MB bid 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 SB/MB, 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 <http://www.dgs.ca.gov/pd/programs/OSDS.aspx>.

DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

CDCR is committed to meeting and exceeding the three percent (3%) goal for Disabled Veteran Business Enterprise (DVBE) participation in State contracting activities, set forth in Military and Veterans Code (MVC) Section 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 bid evaluation process and is only applied to responsive bids from responsible bidders proposing DVBE participation. This incentive is for bid evaluation only.

Non-Information Technology (IT) Services

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

1. Complete DVBE Bid Incentive Request and Acknowledgement (OBS 554) and submit with bid proposal.
2. Have a completed DVBE application on file with DGS, OSDS by 5:00 p.m. on the date bids are due.

For certification and preference approval process information, contact the OSDS by telephone at (916) 375-4940 or access the OSDS Internet website at:
<http://www.dgs.ca.gov/pd/programs/OSDS.aspx>

Award Based on Low Price

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

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

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

NON-SMALL BUSINESS PREFERENCE REQUEST

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

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

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

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

NONPROFIT VETERAN SERVICE AGENCY (NVSA) SMALL BUSINESS PREFERENCE

Pursuant to Military and Veterans Code (MVC) Section 999.50 et seq., Nonprofit Veteran Service Agencies (NVSAs) claiming SB/MB bid 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 SB/MB enterprise.

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

To be eligible for the NVSA SB/MB bid preference, the business must already possess a valid certification prior to bid submission.

An SB/NVSA is not subject to the same standards as other certified SB/MB enterprises. SB/NVSA standards are identified in MVC 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 SB/MB or a certified DVBE. Therefore, the bidder must complete a Subcontractor/Consultant List (OBS Form 4002). If any changes occur in the submitted original OBS Form 4002, the contractor shall notify the Office of Business Services (OBS), in writing within ten (10) working days of those changes, including any changes to SB/MB enterprise or DVBE status.

CDCR asks that you encourage any subcontractor(s) and/or consultant(s) not currently certified as a SB/MB enterprise 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 in OBS Form 4002.

If you are a certified SB/MB 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%) SB/MB bid preference and cause incorrect reporting of SB/MB enterprise 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 SB Enterprise. My DGS SB reference number is: _____
- ☐ I am a MB Enterprise. My DGS MB reference number is: _____
- ☐ I am a DVBE. My DGS DVBE 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).

**DAPO
Statewide Urinalysis Testing**

Note: Basic Drug Panel will be completed on each specimen sample	(A) Total Estimated Volume Per Fiscal Year	X	(B) Unit Test Price Per Specimen Per Fiscal Year	=	Total Estimated Panel Costs Per Fiscal Year	
*Basic Drug Panel	689,000		\$ -		\$ -	FY 11/12
	694,000		\$ -		\$ -	FY12/13
Basic Drug Panel and Alcohol	105,000		\$ -		\$ -	FY 11/12
	1,110,000		\$ -		\$ -	FY12/13
Basic Drug Panel and THC	18,000		\$ -		\$ -	FY 11/12
	20,000		\$ -		\$ -	FY12/13
Full Drug Panel (Basic Drug Panel + THC and Alcohol)	89,000		\$ -		\$ -	FY 11/12
	94,000		\$ -		\$ -	FY12/13

Fiscal Year 2011/2012	Estimated Panel Costs	\$
	**Program Travel Cost	\$ 930
	***Cost for Testing of Additional Substances	\$ 2,065

Fiscal Year 2012/2013	Estimated Panel Costs	\$
	**Program Travel Cost	\$ 960
	***Cost for Testing of Additional Substances	\$ 2,135

GRAND TOTAL	\$
	BASIS OF AWARD

California Department of Corrections and Rehabilitation
Rate Sheet

Exhibit B-2

***Consists of: 1) Amphetamines, 2) Cocaine Metabolites, 3) Phencyclidine (PCP), 4) Methamphetamine, 5) Amphetamine, 6) Opiate Metabolites, and 7) Barbiturates.**

****Program Travel Costs represent a total of 12 travel days during the term of the contract. Travel expenses paid will be in accordance with rates paid to State's non-represented employees.**

*****Contractor's DVBE participation goal must be based on the total amount of the Cost/Price Bid Proposal (Grand Total Amount).**

Unit price per test specimen will constitute full payment for meeting the provisions of: 1) Accession, 2) Collection, 3) Handling, 4) Reporting, 5) Storage, 6) Confirmation Test, 7) Retest analysis in case of challenge, and 8) All other provisions mentioned in proposal.

The foregoing quantities are approximate only, being provided solely as a basis for the comparison of bids. The State reserves the right to increase or decrease the number of tests as conditions warrant. Such changes in volume shall not affect the unit price of any test.

Methodology:

Given:

No increases in the number of tests for FY09/10 through FY10/11--the term of the contract.

Per unit cost projected at a rate of 3.3% per year (the inflation rate for Calendar Year (CY) 2008) through the term of the contract.

Increase for travel based on CY 2008 inflation of 3.3% projected through the term of the contract.

Cost per test for additional tests increased by 3.3% inflation (based on CY 2008 rate) through the term of the contract.

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

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

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

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

a. Final Payment

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

b. Informal Appeal

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

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

c. Formal Appeal

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

(SUBJECT)

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

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

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

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

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

d. Further Resolution

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

e. Contract Disputes with Public Entities

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

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

The State reserves the right to terminate this Agreement subject to thirty (30) calendar 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 would receive a better rate for the same service.

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

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

3. Contract Suspension

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

4. Responsibility Hearing

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

5. Confidentiality of Data

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

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

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

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

6. Liability for Loss and Damages

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

7. Computer Software Management Memo

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

8. Accounting Principles

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

9. Liability for Nonconforming Work

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

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

10. Subcontractor/Consultant Information

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

11. Contract Violations

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

12. Temporary Nonperformance

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

13. Extension of Term

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

14. Employment of Ex-Offenders

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

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

15. Electronic Waste Recycling

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall

maintain documentation and provide reasonable access to its records and documents that evidence compliance.

16. Tax

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

17. Licenses and Permits

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

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

18. Permits and Certifications from State Board of Equalization

This solicitation and any resulting 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.

19. Darfur Contracting Act

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

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

20. Conflict of Interest

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

a. Contractors and Their Employees

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

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

b. Current State Employees

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
3. In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
 - a. Using an official position for private gain;
 - b. Giving preferential treatment to any particular person;
 - c. Losing independence or impartiality;
 - d. Making a decision outside of official channels; and
 - e. Affecting adversely the confidence of the public or local officials in the integrity of the program.

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

c. Former State Employees

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

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

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

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

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

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

21. Disclosure

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

22. Security Clearance/Fingerprinting

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

23. Notification of Personnel Changes

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

24. 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.

25. 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.

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

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

29. Small Business and DVBE Participation – Commercially Useful Functions

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

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

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

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 Military and Veteran’s Code (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 Contract Code (PCC) § 4107 (for public works). Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; PCC § 10115.10, or PCC § 4110 (for public works contracts).

31. Travel

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

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 3174 (b) (1) and 4696.

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

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

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.

California Department of Corrections & Rehabilitation
DAPO UNIT LOCATION LIST

Bid No. 6000000666
Exhibit E

REGION	UNIT	ADDRESS	PHONE	FAX	CONTAINERS
1	Auburn Unit & Gold Country Sub-Unit #3101	1915 Grass Valley Highway, Ste. 500 Auburn, CA 95603	(530) 823-4188	(530) 823-4197	2
1	Bakersfield Units 1, 2, 3,4 #1 3102, #2 3103, #3 3104, #4 3105	3400 Sillect Ave. Bakersfield, CA 93308	(661) 364-9620	(661) 395-3837	4
1	Bakersfield Units 6 & 7 #6 3107, #7 3108	3400 Sillect Ave. Bakersfield CA 93308	(661) 364-9620	(661) 395-3844	2
1	Ceres Unit # 3109	1051 Partee Lane Ceres CA 95307	(209) 556-5026	(209) 556-5026	1
1	Chico Unit #3109 & Oroville Sub-Unit #3134	1370 Ridgewood Drive Ste. 14 Chico CA 95973	(530) 895-4534	(530) 895-4538	2
1	Red Bluff Unit #3113	22835 Antelope Blvd. Red Bluff CA	(530) 529-7700	(530) 529-7705	1
1	Redding Unit & Sub Unit #1 3126, #2 3127	2250 Benton Drive, Ste. 120 Redding CA 96003	(530) 225-2020	(530) 225-2031	1
1	Fresno Units 1 & 2 #1 3115, # 3116	2600 Tulare Street Fresno, CA 93721	(559) 445-6431	(559) 445-6449	2
1	Fresno Units 3,4,5,& 6 #3 3117, #4 3118, #5 3319, #6 3320	2222 G Street Fresno CA 93706	(559) 444-2400	(559) 444-2405	4
1	Hanford Unit # 3121	1157 West Lacey Blvd. Hanford, CA 93230	(559) 582-1969	(559) 582-8790	1
1	Madera Unit #3122	605 South Gateway Dr. Madera, CA 93637	(559) 675-2120	(559) 675-5299	1
1	Marysville Unit #3123	201 D Street Ste. U Marysville, CA 95901	(530) 741-5315	(530) 741-5304	1
1	Merced Unit # 3124	1579 West Main Street Merced, CA 95340	(209) 726-6513	(209) 726-6519	1
1	Modesto Unit 1 & 2 #1 3111, #2 3112	1001 Needham Street Modesto, CA 95354	(209) 576-6400	(209) 576-6114	2
1	Stockton Units 1,2,3, 4 #1 3136, #2 3137, #3 3138, #4 3139	612 N. Carlton Ave. Stockton, CA 95203	(209) 948-7652	(209) 948-3826	4
1	Region I POC	9825 Goethe Rd. Ste. 200 Sacramento, CA 95827	(916) 255-2806	(916) 255-4429	1
1	Sac Metro Unit 1,2,3,&4 #1 3129, #2 3130, #3 3131, #4 3132	1103 North B St. Ste. E Sacramento, CA 95814	(916) 324-4141	(916) 445-8864	4
1	Sacramento Natomas # 3125 & North Units # 3114	5410 Auburn Blvd. Ste. 100 Sacramento, CA 95814	(916) 574-2414	(916) 574-2408	2
1	Sac South # 3135 & Florin Units # 3128	8455 Jackson Rd suite 150 Sacramento, CA 95826	(916) 229-0828	(916) 229-0843	2

California Department of Corrections & Rehabilitation
DAPO UNIT LOCATION LIST

Bid No. 6000000666
Exhibit E

REGION	UNIT	ADDRESS	PHONE	FAX	CONTAINERS
1	Visalia Unit 1 # 3143	2350 W. Whitendale Street Visalia, CA 93277	(559) 636-7344	(559) 636-7344	1
1	Visalia Unit 2 # 3144	2354 W. Whitendale Street, Visalia, CA 93277	(559) 636-7110	(559) 636-7120	2
1	Woodland Unit # 3142	814 Court Street, Woodland, CA 95695	(530) 662-4977	(559) 662-6692	1
2	Berkeley Units 1 & 2	1950 University Ave. Suite 100 Berkeley, CA 94704	(510) 883-6664	(510) 883-6692	2
2	Concord Units 1 & 2	1957 Parkside Drive Ste. 300 Concord, CA 94519	(929) 676-3683	(929) 676-8119	2
2	Daly City Unit	2171 Junipero Serra Blvd. Ste 340 Daly City, CA 94014	(415) 469-6231	(415) 469-6240	2
2	Eureka Sub Unit	930 Third Street, Ste 100 Eureka, CA 95501	(707) 445-6520	(707) 445-6620	1
2	Fairfield Units 1 & 2	2333 Courage Drive Suite E Fairfield, CA 94533	(707) 428-2016	(707) 438-3274	1
2	Hayward Unit	20609 Corsair Blvd. 1 st floor Hayward, CA 94545	(510) 785-0233	(707) 785-0472	1
2	Oakland Units 1,2,&3	7717 Edgewater Drive, Ste 200 Oakland, CA 94621	(510) 577-2407	(510) 557-7555	3
2	Oxnard Unit	1555 West 5 th Street, Ste 140 Oxnard, CA 93030	(805) 382-8151	(805) 382-8159	1
2	Redwood City Unit	538 Jefferson Ave. Redwood City 94063	(650) 367-1444	(650) 367-1520	1
2	Region II POC	1515 Clay Street 8 th Oakland Ca 94612	(510) 622-4781	(510) 622-4795	1
2	Richmond Unit	2555 El Portal Drive Suite B San Pablo, CA 94806	(510) 412-5820	(510) 412-5836	1
2	Salinas Unit 1 & 2	365 Victor Street, Ste P Salinas, CA 93907	(831) 422-2043	(831) 422-2234	2
2	San Francisco Unit 4	110 12 th Street San Francisco, CA 94103	(415) 557-7045	(415) 557-7256	1
2	San Francisco Units 1 & 3	1727 Mission Street San Francisco CA 94110	(415) 703-3164	(415) 703-3161	2
2	San Jose Units 1, 3, 5, 6 ,& 7	909 Coleman Avenue San Jose, CA 95110	(408) 277-1825	(408) 277-1030	5
2	San Jose Units 2 & 4	165 Lewis Rd. San Jose , CA 95111	(408) 629-5980	(408) 629-2564	2

California Department of Corrections & Rehabilitation
DAPO UNIT LOCATION LIST

Bid No. 6000000666
Exhibit E

REGION	UNIT	ADDRESS	PHONE	FAX	CONTAINERS
2	San Leandro Unit	7850 Edgewater Drive Ste. 100 Oakland, CA 94621	(510) 577-2000	(510) 577-7997	1
2	San Luis Obispo Unit	3232 South Higuera Street 102 San Luis Obispo, CA 93401	(805) 549-3251	(805) 549-3410	1
2	Atascadero Unit	10333 El Camino, Corrections Building Atascadero, CA 93422	(805) 460-2508	(805) 460-2515	1
2	Santa Cruz Unit	8030 Soquel Avenue, Ste 102 Santa Cruz, CA 95062	(831) 479-5915	(831) 479-8153	1
2	Santa Maria Unit	304 West Carman Lane Santa Maria, CA 93452	(805) 925-0921	(805) 928-1906	1
2	Santa Rita Jail	5325 Broder Blvd. Dublin, CA 94568	(925) 551-6940	(925) 551-6944	1
2	Santa Rosa Units 1 & 2	3222 Airway Drive Ste. A Santa Rosa, CA 95403	(707) 576-2200	(707) 567-2305	2
2	Ukiah Unit	798 North State Street Ukiah, CA 95480	(707) 463-5713	(707) 463-5704	1
2	Vallejo Unit	798 Capitol Street Vallejo, CA 94590	(707) 648-5372	(707) 648-5285	1
2	Ventura Units 1 & 2	1555 West 5 th Street Ste 240 Oxnard, CA 93030	(805) 382-8151	(805) 382-8159	2
3	Antelope Valley 1,2,&3	644 East Avenue P Palmdale, CA 93550	(805) 274-4155	(805) 274-4566	1
3	Compton 1	322 West Compton Blvd. #203 Compton, CA 90220	(310) 639-8601	(310) 639-2319	1
3	El Monte Units 1, 2, 3	9900 Baldwin Place El Monte, CA 91731	(626) 527-3005	(626) 459-4453	1
3	San Gabriel Valley 2 & 3	9900 Baldwin Place	(626) 527-3005	(626) 459-4453	1
3	Exposition Park Units 1 & 2	2444 South Alameda Street 1 st Floor Los Angeles, CA 90058	(323) 238-1600	(323) 231-5819	
3	Harbor Unit	2165 East Spring Street 3 rd Floor Long Beach, CA 90806	(562) 595-5823	(562) 595-1364	1
3	Long Beach Units 3 & 4	2165 East Spring Street, 4 th Floor Long Beach, CA 90806	(562)595-5823	(562)595-1364	1
3	Huntington Park 1,2,3,4,& 5	8100 Maie Avenue Los Angeles, CA 90001	(323) 586-5500	(323) 744-2305/2434	1
3	Inglewood Units 2 & 3	101 North La Brea Avenue Suite 200 Inglewood, CA 90301	(310) 412-6394	(310) 677-5338	1
3	Inglewood Units 4 & 6	101 North La Brea Avenue Suite 201 Inglewood, CA 90301	(310) 412-6134	(310) 412-6355	1

California Department of Corrections & Rehabilitation
DAPO UNIT LOCATION LIST

Bid No. 6000000666
Exhibit E

REGION	UNIT	ADDRESS	PHONE	FAX	CONTAINERS
3	Inglewood Units 1 & 5	101 North La Brea Avenue , 7 th floor Inglewood, CA 90301	(310) 330-5482	(310) 330-5497	1
3	Silverlake Unit 1	2444 South Alameda Street, 1 st floor Los Angeles CA 90058	(323) 238-1600	(310) 231-5819	1
3	Midtown Unit 2, & Northeast, & Exposition 1 & 2	2444 South Alameda Street, 1 st floor Los Angeles, CA 90058	(323) 238-1600	(323) 231-5819	1
3	Pasadena Units 1,2, & 3	333 East Walnut Street Pasadena, CA 91101	(626) 450- 6250/6251	(626) 450-6262	1
3	Region III POC	244 S. Alameda Street 1 st floor Los Angeles CA 90058	(323) 238-1620	(323) 846-7574	1
3	South Central 1,2,3,4, & 5	2444S. Alameda Street, Second Floor Los Angeles, CA 90058	(323) 238-1700	(323) 231-5976	
3	San Fernando Valley 1,2,3, & 4	8100 Balboa Place Van Nuys, CA 91406	(818) 442-0420	(818) 901-5200	1
3	San Gabriel Valley Unit 1	1161 Parkview Drive, Ste. 100 Covina, CA 91724	(626) 859-3201	(626) 859-3209	1
3	Santa Fe Springs Units 2 & 3	12940 Telegraph Road Santa Fe Springs, CA 90670	(562) 941-1947	(562) 941-0257 (562) 944-9571	1
3	Long Beach 2 / North Long Beach Units	2165 East Spring Street 2 nd floor Long Beach, CA 90806	(562) 492-1022	(562) 427-7232	1
3	Pomona Units 1 & 2	1295 E. Holt Avenue Pomona, CA 91767	(909) 620-4445	(909) 620- 4495	1
3	Hollywood (LA-307)	1831 North Vine Street Los Angeles, CA 90028	(323) 461-4817	(323) 461-0441	1
3	Volunteers of America LA – 006 VOA – La Cienega	1765 S. La Cienega Blvd. Los Angeles, CA 90035	(310) 204-0690	(310) 204-0384	1
3	San Fernando Valley Units 1,2,3,& 4	8100 Balboa Place Van Nuys, CA 91406	(818) 442-0400	(818) 901-5125	1
3	Civigenics	2233 East 69 th Street Long Beach, CA 90805	(562) 602-0811	(562) 602-0811	1
3	Hoffman House (LA-405)	940 Dawson Avenue Long Beach, CA 90804	(562) 434-0036	(562) 434-5196	1
3	Orion (LA-327)	8141 Orion Van Nuys CA 91406	(818) 780-5139	(818) 780-2540	1
3	Volunteers of America (LA-301)	1032 West 18 th Street Los Angeles, CA 90015	(213) 749-0362	(213) 749-0365	1
3	Eimago	545 S. San Pablo Los Angeles, CA 90015	(213)798-0230	(213) 622-7991	1

California Department of Corrections & Rehabilitation
DAPO UNIT LOCATION LIST

Bid No. 6000000666
Exhibit E

REGION	UNIT	ADDRESS	PHONE	FAX	CONTAINERS
4	Chula Vista Units 1,2,3, & 4	765 Third Street Ste. 200 Chula Vista, CA 91910	(619) 476-3700	(619) 476-3706	4
4	El Cajon Units 1,2,& 3	1400 North Johnson Ave. Ste. 114 El Cajon, CA 92020	(619) 441-2302	(619) 441-441-	3
4	El Centro Sub Units	279 South Waterman Ave El Centro, CA 92243	(760) 352-7524	(760) 352-8854	1
4	Escondido Units 1 & 2	1301 Simpson Way Escondido, CA 92029	(760) 737-7925	(760) 737-8831	2
4	Indio/Palm Springs	79-687 Country Club, Ste 10 Bermuda Dunes, CA 92201	(760) 772-3167	(760) 772-3165	2
4	Moreno Valley 1, 2, & 6	14327 Frederick Street Moreno Valley, CA 92555	(951) 571-4040	(951) 653-3201	4
4	Moreno Valley 3, 4, & 5	14327 Frederick Street Moreno Valley, CA 92555+	(951) 697-5810	(951) 653-1537	4
4	Oceanside	2952 Oceanside Blvd. Ste. A Oceanside, CA 92054	(760) 754-6120	(760) 754-6144	1
4	Ontario Units 1, 2, & 3	1511 East Holt Street Ontario, CA 91761	(909) 983-0692	(909) 984-1502	3
4	Fontana / Rialto Units	8621 Juniper Avenue, Ste. 106 Fontana, CA 92335	(909) 357-1153	(909) 357-1159	2
4	Fullerton / Buena Park Units	1400 North Burton Place Anaheim CA 92806	(714) 491-0363	(714) 491-3801	2
4	Riverside Units 1, 2, 3 & 4	1777 Atlanta Ave Ste. G Riverside CA 92501	(951) 782-4479	(951) 782-4491	4
4	San Diego Parole Units 1, 2, 3, & 4	3502 Kurtz Street San Diego, CA 92110	(619) 718-7800	(619) 718-7888	4
4	Victorville Units 1, 2, 3, & 4	14040 Park Avenue Victorville, CA 92392	(760) 241-3744	(760) 241-0443	4
4	Orange Units 1,2, & 3	2911 Coronado Avenue Anaheim, CA 92806	(714) 688-4855	(714) 688-4894	3
4	San Bernardino Units 1, 2, 3, & 4	303 West Fifth Street San Bernardino CA 92401	(909) 383-4694	(909) 384-7403	4
4	Santa Ana Units 1, 2, & 3 (Costa Mesa /Golden West)	1600 North Main Street Santa Ana, CA 92701	(714) 558-4969	(714) 558-4742	5

**Division of Adult Institutions
Facility Site Locations**

Note: Billing Codes are indicated by numbers in italics.

AVENAL STATE PRISON *001*

(ASP)
1 Kings Way 92104
P.O. Box 8
Avenal CA 93204
(559) 386-0587
FAX (559) 386-0767

CALIFORNIA CORRECTIONAL CENTER *002*

(CCC)
711-045 Center Road 96127
P.O. Box 790
Susanville, CA 96127-0790
(530) 257-2181
FAX 9530) 257-6508

CALIFORNIA CORRECTIONAL INSTITUTION *003*

(CCI)
End of Highway 202 93561
P.O. Box 1031
Tehachapi, CA 93581
(661) 822-4402
FAX (661) 822-6296

CALIFORNIA INSTITUTION FOR MEN *004*

(CIM)
14901 South Central Avenue 91710
P.O. Box 128
Chino, CA 91708
(909) 597-1821
FAX (909) 597-4983

CALIFORNIA INSTITUTION FOR WOMEN *005*

(CIW)
16756 Chino-Corona Road 92880
P.O. Box 6000
Corona, CA 91718
(909) 597-1771
FAX (909) 393-8061

CALIFORNIA MEDICAL FACILITY *006*

(CMF)
1600 California Drive 95687
P.O. Box 2000
Vacaville, CA 95696
(707) 448-6841
FAX (707) 448-1467

California Department of Corrections and Rehabilitation (CDCR)
DAI Facility Site Locations

Bid Number 6000000666
Exhibit F

CALIFORNIA MEN'S COLONY 007

(CMC)

Highway 1

P.O. Box 8101

San Luis Obispo, CA 93409-8101

(805) 547-7900

FAX (805) 547-7504

CALIFORNIA REHABILITATION CENTER 008

(CRC)

5th Street & Western

P.O. Box 1841

Norco, CA 91760

(909) 737-2683

FAX (909) 736-1488

CALIFORNIA STATE PRISON, CORCORAN 009

(COR)

4001 King Avenue

P.O. Box 8800

Corcoran, CA 93212-8309

(559) 992-8800

FAX (559) 992-4636

**CALIFORNIA STATE PRISON, LOS ANGELES
COUNTY 010**

(LAC)

44750 60th Street, West

Lancaster, CA 93536-7620

(661) 729-2000

FAX (661) 729-2060

CALIFORNIA STATE PRISON, SACRAMENTO 011

(SAC)

Prison Road 95671

P.O. Box 29

Represa, CA 95671

(916) 985-8610

FAX (916) 985-0418

CALIFORNIA STATE PRISON, SAN QUENTIN 012

(SQ)

San Quentin, CA 94964(415) 454-1460

FAX (415) 454-6288

CALIFORNIA STATE PRISON, SOLANO 013

(SOL)

2100 Peabody Road 95687

P.O. Box 4000

Vacaville, CA 95696-4000

(707) 451-0182

FAX (707) 454-3205

California Department of Corrections and Rehabilitation (CDCR)
DAI Facility Site Locations

Bid Number 6000000666
Exhibit F

CALIFORNIA SUBSTANCE ABUSE TREATMENT
FACILITY & STATE PRISON AT CORCORAN **014**
(CSATF-COR)

900 Quebec Avenue
P.O. Box 7100
Corcoran, CA 93212
(559) 992-7100
FAX (559) 992-7103

CALIPATRIA STATE PRISON **015**
(CAL)

7018 Blair Road
P.O. Box 5001
Calipatria, CA 92233
(760) 348-7000
FAX (760) 348-7188

CENTINELA STATE PRISON **016**
(CEN)

2302 Brown Road 92251
P.O. Box 731
Imperial, CA 92251-0731
(760) 337-7900
FAX (760) 337-7950

CENTRAL CALIFORNIA WOMEN'S FACILITY **017**
(CCWF)

23370 Road 22 93610
P.O. Box 1501
Chowchilla, CA 93610-1501
(559) 665-5531
FAX (559) 665-7158
018

CHUCKAWALLA VALLEY STATE PRISON **018**
(CVSP)

19025 Wileys Well Road 92225
P.O. Box 2289
Blythe, CA 92226
(760) 922-5300
Fax (760) 922-6484

CORRECTIONAL TRAINING FACILITY **019**
(CTF)

Highway 101 North
P.O. Box 686
Soledad, CA 93960
(831) 678-3951
FAX (831) 678 5901

DEUEL VOCATIONAL INSTITUTION **020**
(DVI)

23500 Kasson Road
P.O. Box 400
Tracy, CA 95376
(209) 835-4141

California Department of Corrections and Rehabilitation (CDCR)
DAI Facility Site Locations

Bid Number 6000000666
Exhibit F

FAX (209) 830-3801

FOLSOM STATE PRISON 021

(FSP)

Prison Road

P.O. Box 71

Represa, CA 95671

(916) 985-2561

FAX (916) 351-3010

HIGH DESERT STATE PRISON 022

(HDSP)

475-750 Rice Canyon Road 96130

P.O. 750

Susanville, CA 96130

(530) 251-5100

FAX (530) 251-5001

IRONWOOD STATE PRISON 023

(ISP)

19005 Wileys Well Road 92225

P.O. Box 2229

Blythe, CA 92226

(760) 921-3000

FAX (760) 921-3106

MULE CREEK STATE PRISON 024

(MCSP)

4001 Highway 104

P.O. Box 409099

lone, CA 95640

(209) 274-4911

FAX (209) 274-4861

NORTH KERN STATE PRISON 025

(NKSP)

2737 West Cecil Avenue

P.O. Box 567

Delano, CA 93215-0567

(661) 721-2345

FAX (661) 721-2913

PELICAN BAY STATE PRISON 027

(PBSP)

5905 Lake Earl Drive 95531

P.O. Box 7000

Crescent City, CA 95531-7000

(707) 465-1000

FAX (707) 465-4376

California Department of Corrections and Rehabilitation (CDCR)
DAI Facility Site Locations

Bid Number 6000000666
Exhibit F

PLEASANT VALLEY STATE PRISON 028

(PVSP)
24863 West Jayne Avenue 93210
P.O. Box 8500
Coalinga, CA 93210-1135
(559) 935-4900
FAX (559) 935-4903

**RICHARD J. DONOVAN CORRECTIONAL
FACILITY 029**

(RJD)
480 Alta Road
San Diego, CA 92179
(619) 661-6500
FAX (619) 661-6253

SALINAS VALLEY STATE PRISON 030

(SVSP)
31625 Highway 101 93960
P.O. Box 1020
Soledad, CA 93960-1020
(831) 678-5500
FAX (831) 678-5503

SIERRA CONSERVATION CENTER 031

(SCC)
5100 O'Byrnes Ferry Road
P.O. Box 497
Jamestown, CA 95327
(209) 984-5291
FAX (209) 984-3607

VALLEY STATE PRISON FOR WOMEN 032

(VSPW)
21633 Avenue 24 93610
P.O. Box 99
Chowchilla, CA 93610-0099
(559) 665-6100
FAX (559) 665-6102

WASCO STATE PRISON 033

(WSP)
701 Scofield Avenue 93280
P.O. Box 8800
Wasco, CA 93280-8800
(661) 758-8400 FAX (661) 758-8718

DIVISION OF ADDICTION AND RECOVERY SERVICES

Billing Codes/Facility Site Locations

Note: Billing Codes are indicated by number in italics.

Richard J. Donovan Correctional Facility at Rock Mountain (RJD)
480 Alta Road
San Diego, CA 92179

2011 Amity of California - Level IV SNY
Correctional Counselor III
(619) 661-6500, Ext. 5761
FAX (619) 661-8040

2012 Amity of California - MSF
Correctional Counselor III
(619) 661-6500, Ext. 5761
FAX (619) 661-8040

2013 Amity of California
"Esperanza"
Correctional Counselor III
(619) 661-6500, Ext. 5709
FAX (619) 661-8040

California Institution for Women (CIW)
16756 Chino-Corona Road
P. O. Box 6000
Corona, CA 92878-6000

2021 Mental Health Systems
"Forever Free"
Correctional Counselor III
(909) 597-1771, Ext. 5114
FAX (909) 606-4964

2022 Walden House (transfer from CRC)
Correctional Counselor III
pending
FAX pending

2023 Mental Health Systems (transfer from CRC)
"New Start"
Correctional Counselor III
pending
FAX pending

Investigations Unit
Lt. Robert Rodriguez
(909) 606-4924

California Rehabilitation Center (CRC)
5th Street and Western
P. O. Box 1841
Norco, CA 91760

FAX all CRC results to (951) 898-3932

2031 Center Point
"Quest"
Correctional Counselor III
(951) 737-2683, Ext. 3706
FAX (951) 898-3932

2032 Mental Health Systems - Male A
"Amend II"
Correctional Counselor III
(951) 737-2683, Ext. 3783
FAX (951) 735-7704

2036 Center Point - Male B
"Focus"
Correctional Counselor III
(951) 737-2683, Ext. 3783
FAX (951) 735-5135

2034 Center Point - III
"Trilogy"
Correctional Counselor III
(951) 737-2683, Ext. 3706
FAX (951) 735-5963

2035 Mental Health Systems
"Amend"
Correctional Counselor III
pending
FAX pending

2037 Mental Health Systems
"Star"

California Substance Abuse Treatment Facility & State Prison at Corcoran (CSATF-COR)
900 Quebec Avenue
P. O. Box 7100
Corcoran, CA 93212

2041 Walden House - Facility G
Correctional Counselor III
(559) 992-7100, Ext. 5150
FAX (559) 992-7234

2042 Walden House - Facility F
Correctional Counselor III
(559) 992-7100, Ext. 5160
FAX (559) 992-7234

California State Prison, Solano (SOL)
2100 Peabody Road
P. O. Box 4000
Vacaville, CA 95696-4000

2051 Center Point - Level II
Correctional Counselor III
(707) 454-3433
FAX (707) 454-3458

Center Point - Level II
Correctional Counselor III
(707) 454-3433
FAX (707) 454-3458

2052 Center Point - Level III
Correctional Counselor III
(707) 454-3433
FAX (707) 454-3458

Orange County - Level II
Correctional Counselor III
(707) 454-3433
FAX (707) 454-3458

Sierra Conservation Center (SCC)
5100 O'Byrnes Ferry Road
P. O. Box 497
Jamestown, CA 95327

**FAX all SCC results to (209) 984-4210 to the
attention of Correctional Officer Gregory**

2061 Center Point - Level III
"Victory"
Correctional Counselor III
(209) 984-5291, Ext. 5620
FAX (209) 984-4210

2063 Celebrate Recovery Faith Based
Correctional Counselor III
(209) 984-5291, Ext. 5620
FAX (209) 984-4210

2062 Center Point - Baseline Camp
Correctional Counselor III
(209) 984-5291, Ext. 5620
FAX (209) 984-4210

Central California Women's Facility (CCWF)
23370 Road 22
P. O. Box 1501
Chowchilla, CA 93610-1501

2081 Phoenix House
"New Choice"
Correctional Counselor III
(559) 665-5531, Ext. 7586
FAX (559) 665-0867

Walden House
Correctional Counselor III
(559) 665-5531, Ext. 7586
FAX (559) 665-0867

2082 Phoenix House
"New Beginnings"
Correctional Counselor III
(559) 665-5531, Ext. 7608
FAX (559) 665-1576

Valley State Prison for Women (VSPW)
21633 Avenue 24
P. O. Box 99
Chowchilla, CA 93610-0099

FAX all VSPW results to (559) 665-6131

2091 Walden House
"Integrity"
Correctional Counselor III
(559) 665-6100, Ext. 5205
FAX (559) 665-6126

Walden House
Correctional Counselor III
(559) 665-6100, Ext. 5205
FAX (559) 665-6126

2092 Walden House
"Destiny"
Correctional Counselor III
(559) 665-6100, Ext. 6500
FAX (559) 665-6157

Correctional Training Facility (CTF)
Highway 101 North
P. O. Box 686
Soledad, CA 93960

FAX all CTF results to (831) 678-5805

2111 Amity of California - South Facility
"Circle of Insight"
Correctional Counselor III
(831) 678-5855
FAX (831) 678-5856

2112 Civigenics - North Facility
Correctional Counselor III
(831) 678-5297
FAX (831) 678-5298

Pleasant Valley State Prison (PVSP)
24863 West Jayne Avenue
P. O. Box 8500
Coalinga, CA 93210-1135

**FAX all PVSP results to (559) 935-4988
and (559) 935-7097/7098**

2121 Westcare
Correctional Counselor III
(559) 935-7035
FAX (559) 935-7098

2122 Amity of California
Correctional Counselor III
(559) 935-7038
FAX (559) 935-7097

California Institution for Men (CIM)
14901 South Central Avenue
P. O. Box 128
Chino, CA 91708

2131 Center Point
Correctional Counselor III
(909) 606-1138
FAX (909) 606-7085

2132 Civigenics
Correctional Counselor III
(909) 606-1138
FAX (909) 606-7085

Avenal State Prison (ASP)
1 Kings Way
P. O. Box 8
Avenal, CA 93204

2141 Phoenix House
Correctional Counselor III
(559) 386-0587, Ext. 7413
FAX (559) 386-0767

Amity - Level II SNY
Correctional Counselor III
(559) 386-0587, Ext. 7413
FAX (559) 386-0767

Westcare - Level II
Correctional Counselor III
(559) 386-0587, Ext. 7413
FAX (559) 386-0767

California State Prison, Corcoran (COR)
4001 King Avenue
P. O. Box 8800
Corcoran, CA 93212-8309

2161 Phoenix House
Correctional Counselor III
(559) 992-8800, Ext. 6266
FAX (559) 992-7360

California Correctional Institution (CCI)
End of Highway 202
P. O. Box 1031
Tehachapi, CA 93581

2171 Mental Health Systems
"Crossroads"
Correctional Counselor III
(661) 822-4402, Ext. 3020
FAX (661) 823-5096

2172 Amity of California
Correctional Counselor III
(661) 822-4402, Ext. 3020
FAX (661) 823-5096

California Men's Colony (CMC)
Highway 1
P. O. Box 8101
San Luis Obispo, CA 93409-8101

2181 "Our House" Program
Correctional Counselor III
(805) 547-7900, Ext. 7075
FAX (805) 547-7653

Chuckawalla Valley State Prison (CVSP) FAX all CVSP results to (760) 922-9705
19025 Wileys Well Road
P. O. Box 2289
Blythe, CA 92226

2191 Amity of California
Correctional Counselor III
(760) 922-5300, Ext. 6619
FAX (760) 922-6065

Folsom Transitional Treatment Facility FAX all FTTF results to (916) 958-3180
570 East Natomas Street
Folsom, CA 95630
Mailing Address: c/o Folsom State Prison, P. O. Box 71, Repressa, CA 95671

2201 Center Point
Transitional Treatment Program

2202 Contra Costa County
Office of Education
Enhanced Substance Abuse Treatment
and Control Unit

Contact: Lt. Ayers (916) 608-3134

Kern Valley State Prison (KVSP) FAX all KVSP results to (661) 720-4965 or
3000 West Cecil Avenue (661) 720-4973 as an alternate
P.O. Box 6000
Delano, CA 93216-6000

2301 Civigenics - Level IV
Correctional Counselor III
(661) 721-6300, Ext. 6819
FAX numbers above

Leo Chesney Community Correctional Facility FAX all Leo Chesney results to (530) 695-2844
2800 Apricot Street
Live Oak, CA. 95953

2250 Walden House
Correctional Counselor III
(530) 695-3178, Ext. 303
FAX numbers above

DRUG TREATMENT FURLOUGH (DTF) Northern District	FAX Northern District results to: Malcolm Dixon, PA III (916) 322-1453
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- | | |
|--|---|
| <p>2221 Eldorado House
1700 South Eldorado Street
Stockton, CA 95206
(209) 948-2199</p> <p>2222 Neighborhood House
820 23rd Street
Richmond, CA 94804
(510) 235-9780</p> | <p>Courier pick-up and supplies sent to:
Stockton Parole Complex
612 Carlton Avenue
Stockton, CA 95203</p> <p>Supplies sent to attention of:
Charmaine Brock, Parole Agent II</p> |
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DRUG TREATMENT FURLOUGH (DTF) Central District	FAX Central District results to: Frank Hernandez, PA III (559) 233-2672
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|---|---|
| <p>2211 Turning Point
2904 E. Belgravia
Fresno, CA 93721
(559) 264-2932</p> <p>Fresno First
2550 West Clinton Ave.
Fresno, CA 93705
(559) 264-7521</p> | <p>2213 Westcare Bakersfield
2901 South H Street
Bakersfield, CA 93304
(661) 398-4303</p> <p>Bakersfield Beginnings
721 Brundage Lane
Bakersfield, CA 93304
(661) 631-1848</p> |
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DRUG TREATMENT FURLOUGH (DTF) Southern District 1	FAX Southern District 1 results to: Sylvester Brooks, PA III (909) 468-2386
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|---|---|
| <p>2234 Santa Fe Springs
11015 Bloomfield Avenue
Santa Fe Springs, CA 90670
(562) 941-8042</p> <p>2246 Walden House 4115
4115 W. Century Blvd.
Inglewood, CA 90304
(310) 412-3706</p> <p>2248 Walden House 4026
4026 W. Century Blvd.
Inglewood, CA 90304
(310) 412-3700</p> | <p>2238 Phoenix House - Monrovia
343 West Foothill Blvd.
Monrovia, CA 91016
(626) 357-8612, ext. 4351</p> <p>2247 Walden House - Flower
1237 Flower Street
Inglewood, CA 90304
(310) 412-3709</p> |
|---|---|

DRUG TREATMENT FURLOUGH (DTF) Southern District 2	FAX Southern District 2 results to: Todd Perlmutter, PA III (818) 901-5200
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|---|--|
| <p>2233 Civigenics
2233 E. 69th Street
Long Beach, CA 90806
(562) 663-0711</p> <p>2237 Sharper Future
834 Pacific Avenue
Long Beach, CA 90813
(562) 495-3404</p> <p>2242 Freedom House
4997 Imperial Avenue
San Diego, CA 92113
(619) 263-2306</p> | <p>2236 Phoenix House - Venice
503 Ocean Front Walk
Venice, CA 90291
(310) 392-3070</p> <p>2241 Lighthouse
542 14th Street
San Diego, CA 92102
(619) 515-0243</p> <p>Freedom House Holly Drive
4996 Holly Drive
San Diego, CA 92113
(619) 263-2306</p> |
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DRUG TREATMENT FURLOUGH (DTF) Southern District 3	FAX Southern District 3 results to: Arthur Ramirez, PAIII (951) 734-5002
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| <p>2235 Walden House Hill Street
1355 S. Hill Street
Los Angeles, CA 90007
(213) 741-3744</p> <p>2245 Orange County Halfway House
12702 Josephine Street
Garden Grove, CA 92641
(714) 636-8222</p> | <p>2243 Lighthouse #2
1310 West Pearl Street
Anaheim, CA 92801
(619) 484-0920</p> |
|--|--|

Laboratory Site Inspection Report
Statewide Controlled Substances Urinalysis Testing

CONTRACT NO.:
DATE OF INSPECTION

PROPOSED CONTRACTOR

FACILITY ADDRESS

CONTACT PERSON

TELEPHONE NUMBER

LABORATORY INSPECTION GUIDE

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

1. Are floors, hallways, walkways and stairs free of clutter? ☐ Yes ☐ No

2. Is the Facility safe and clean? ☐ Yes ☐ No

3. Are emergency plans posted in plain site? ☐ Yes ☐ No

4. Are emergency phone numbers posted by phones? ☐ Yes ☐ No

5. Are restrooms clean and in working order? ☐ Yes ☐ No

Laboratory Site Inspection Report
Statewide Controlled Substances Urinalysis Testing
Page 2

6. Is there adequate storage for storing Urinalysis specimens?
(as specified in scope of services) ☐ Yes ☐ No

7. Are business licenses/permits posted and up to date? ☐ Yes ☐ No

8. Does the laboratory maintain acceptable safety precautions
(e.g., fire extinguishers, safety showers, safety glasses, eye
washes, gloves, fume hoods, proper grounding of electrical equipment)? ☐ Yes ☐ No

If NO, describe deficiency: _____

9. Does the laboratory maintain an acceptable environment (e.g., heating,
cooling, ventilation, cleanliness, sufficient lighting)? ☐ Yes ☐ No

If NO, describe deficiency: _____

10. Does the laboratory have emergency power equipment available in the
case of prolonged power failure? ☐ Yes ☐ No

If NO, does the laboratory have an acceptable alternative plan for dealing
with prolonged power failure?

☐ Yes ☐ No

11. Is the equipment used for urinalysis testing, tested regularly for accuracy? ☐ Yes ☐ No

12. Is the equipment used for urinalysis testing functioning properly? ☐ Yes ☐ No

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	TELEPHONE NUMBER	DATE
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Drug Testing Data Requirements.

Date Collect: Date of collecting the sample

Date Receive: the date that the lab receives the sample

Date Report: the date that the results are being reported to CDCR.

Reporting Unit: a unit that submitted the sample representing by a code designated by CDCR.

CDCNO: a unique identification number assigned to a felon by CDCR.

First Name: the felon's first name

Last Name: the felon's last name

Agent's First Name: the first name of the person who orders the test.

Agent's Last name: the last name of the person who orders the test.

Panel: if all tests are ordered then the panel is shown as a "Y", else a "N".

Alcohol: if the alcohol test is ordered then the alcohol is shown as a "Y", else a "N".

THC: if the THC is ordered then the THC is shown as a "Y", else a "N".

Testing Results: There are two tests for each drug. The first column is presumptive result and the second column is reportable result. Each test result can be positive (P) or negative (N). The results shall be shown as; NN, PN, PP. The following drug testing results shall be reported as follow.

AMPH	--
METH	--
BARB	--
COC	--
COD	--
MOR	--
PCP	--
THC	--
ALC	--

BUSINESS ASSOCIATES AGREEMENT (HIPAA)

Statewide Urinalysis Testing

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.

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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 photo copy 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:

Name:

Title:

Address:

Telephone:

Facsimile:

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

BILL TO:	Account Number:
California Department of Corrections and Rehabilitation Headquarters Accounting Services Section P.O. Box 187018 Sacramento, CA 95818-7018	Invoice Date:
Date:	Contract Number: P00.0000
	Contractor Name and Address:

SERVICE DATE	DESCRIPTION	RATE	QUANTITY	EXTENSION
07/01/04	Basic Panel	\$		\$
07/01/04	Basic Panel + THC	\$		\$
07/03/04	Full Panel	\$		\$
07/05/04	Additional Substance Testing	\$		\$
07/06/04	Travel Expenses	\$		\$
TOTAL AMOUNT DUE: \$				
<div style="border-top: 1px solid black; width: 100%; height: 1.2em; margin-bottom: 0.5em;"></div> Contractor Signature		<div style="border-top: 1px solid black; width: 100%; height: 1.2em; margin-bottom: 0.5em;"></div> Date		
<div style="border-top: 1px solid black; width: 100%; height: 1.2em; margin-bottom: 0.5em;"></div> Reviewed by: (Program Analyst)		<div style="border-top: 1px solid black; width: 100%; height: 1.2em; margin-bottom: 0.5em;"></div> Date		
<div style="border-top: 1px solid black; width: 100%; height: 1.2em; margin-bottom: 0.5em;"></div> Approved by: (Program Administrator)		<div style="border-top: 1px solid black; width: 100%; height: 1.2em; margin-bottom: 0.5em;"></div> Date		

BILL TO:	Account Number:
California Department of Corrections and Rehabilitation	Invoice Date:
Headquarters Accounting Services Section	Contract Number: 5600000000
P.O. Box 187018	Contractor Name and Address:
Sacramento, CA 95818-7018	
Date:	

1

SAMPLE INVOICE
Division of Addiction and Recovery Services

BILL TO:

California Department of Corrections
and Rehabilitation
Headquarters Accounting Services Section
P.O. Box 187018
Sacramento, CA 95818-7018

Account Number:

Invoice Date:

Contract Number: 5600000000

Contractor Name and Address:

Date:

SERVICE DATE	DESCRIPTION	RATE	QUANTITY	EXTENSION
07/01/04	Basic Panel	\$		\$
07/01/04	Basic Panel + THC	\$		\$
07/03/04	Full Panel	\$		\$
07/05/04	Additional Substance Testing	\$		\$
07/06/04	Travel Expenses	\$		\$
TOTAL AMOUNT DUE: \$				
_____ Contractor Signature		_____ Date		
_____ Reviewed by: (Program Analyst)		_____ Date		
_____ Approved by: Program Administrator)		_____ Date		

**DEPARTMENT OF CORRECTIONS AND REHABILITATION
STATEWIDE URINALYSIS TESTING
DAILY LABORATORY REPORT**

UNIT/OFFICE # _____

DATE REPORTED: _____

TESTS ORDERED

ACCESSION	NAME	CDC#	AGT INT	COLL DATE	REC DATE	<u>TESTS ORDERED</u>											
						P A	A L	T H	M E H	M E P	M O R	C O D	C O N	B A R	P C P	A L C	T H C

DIRECTOR:**TOXICOLOGIST:**

PA = PANEL
AL = ALCOHOL
TH (C) = CANNABINOIDS
AMPH = AMPHETAMINE

METH = METHAMPHETAMINE
MORP = MORPHINE
CODN = CODEINE
COCN = COCAINE

BARB = BARBITUATES
PCP = PHENCYCLINE
ALCO = ALCOHOL

N = NEGATIVE
P = POSITIVE

UNIT/OFFICE

[illegible]

1

**DEPARTMENT OF CORRECTIONS AND REHABILITATION
STATEWIDE URINALYSIS TESTING
MONTHLY SUMMARY REPORT**

UNIT/OFFICE # _____

Run Date:		Start Date:		Ending Date:	
Laboratory Contractor					
Provider Name	Total # Parolees/Inmates Tested	Total # Specimen Tests Submitted	Positive Parolees/Inmates Total %	Positive Test Specimens Submitted %	Total Substances confirmed Positive
TOTALS					

CCC-307

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

S:\ADMIN\HOMEPAGE\CCC\CCC-307.doc

PAYEE DATA RECORD

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

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) _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</td> <td style="width: 40%;">E-MAIL ADDRESS</td> </tr> <tr> <td>MAILING ADDRESS</td> <td>BUSINESS ADDRESS</td> </tr> <tr> <td>CITY, STATE, ZIP CODE</td> <td>CITY, STATE, ZIP CODE</td> </tr> </table>			SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS	MAILING ADDRESS	BUSINESS ADDRESS	CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE
SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS								
MAILING ADDRESS	BUSINESS ADDRESS								
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE								
3	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): - 		NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.						
PAYEE ENTITY TYPE CHECK ONE BOX ONLY	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST </div> <div style="width: 45%;"> 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>								
<input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: - 									
(SSN required by authority of California Revenue and Tax Code Section 18646)									
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: 20px;"> <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached. </div>								
5	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. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</td> <td style="width: 30%;">TITLE</td> </tr> <tr> <td>SIGNATURE</td> <td>DATE</td> </tr> <tr> <td></td> <td>TELEPHONE () - () - () </td> </tr> </table>			AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE	SIGNATURE	DATE		TELEPHONE () - () - ()
AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE								
SIGNATURE	DATE								
	TELEPHONE () - () - ()								
6	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 # :
--	--	-------------------------

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: -----							

**CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION
Disabled Veteran Business Enterprise Payment Certification Form
Pursuant to Military & Veterans Code Section 999.5**

RETURN BY MAIL OR FAX TO:
DIVISION OF ADMINISTRATIVE SERVICES
OFFICE OF BUSINESS SERVICES
P.O. Box 942883
Sacramento, CA 94283-0001
Fax: (916) 255-6185



Prime Contractor Information

Company Name:

Address:

City:

State:

Contact Last Name, First Name:

Phone: ()

"I declare under penalty of perjury that the foregoing is true and correct and all payments to DVBE subcontractor are complete

Signature:

Date: / /

Classification of Contract (Please Check One)

☐ **Goods (Non-IT)**

☐ **Services (Non-IT)**

☐ **Construction**

☐ **IT (Goods/Services)**

Description of Contract:

Contract Number:

Net Contract Amount:

\$

DVBE Subcontractor Information

Business Name:

Address:

Contact:

City, State, Zip:

Total DVBE Payment

Date Total Payments Completed to DVBE Subcontractor

\$

__/__/__

Amount of DVBE Subcontractor Commitment:

\$

%

Contract Award Date:

/ /

Contract End Date

/ /

Payment certification, pursuant to Military and Veterans Code Section 999.5: A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation in the minimum amount of two thousand five hundred dollars (\$2,500) and the maximum amount of twenty-five thousand dollars (\$25,000). An action for a civil penalty under this provision may be brought by any public prosecutor in name of the people of the State of California and the penalty imposed shall be enforceable as a civil judgment.

Non-Small Business Preference Request and Subcontractor Acknowledgement

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

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

Subcontractor acknowledgements:

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

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

--

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

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

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

DARFUR CONTRACTING ACT

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.

Select only one of the following options:

OPTION #1 – NO ACTIVITIES OUTSIDE THE US

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, print your company name, date and signature below:

<i>Company/Vendor Name (Printed)</i>	<i>Date</i>
<i>By (Authorized Signature)</i>	

OPTION #2 - CERTIFICATION

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

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

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

OPTION #3 – WRITTEN PERMISSION FROM DGS

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

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

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</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 COVERAGE

INSURED:

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

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				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					
	<input type="checkbox"/> GARAGE LIABILITY					
	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

**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.

**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
BID INCENTIVE INSTRUCTIONS**
(09/03//09)

Please read the instructions carefully before you begin.

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

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

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

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

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

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

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

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

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

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

THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:

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

Other State and Federal Agencies, and Local Organizations:

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

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

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

RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to:

<http://www.pd.dgs.ca.gov/smbus/advocate.htm>.

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

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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)

Page of

DVBE Bid Incentive Request and Acknowledgement

Name of Prime Contractor:	CDCR IFB or RFP Number:
---------------------------	-------------------------

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

Subcontractor/Supplier Acknowledgement

Subcontractor acknowledgements:

- 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.
- The subcontracting firm named herein acknowledges the total dollar value of claimed participation identified above.
- The subcontracting firm named herein agrees to provide the following subcontracted services/labor or supplies under the resulting contract if the bidding firm named above receives the contract award:

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

I

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

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

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

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)
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.

- ### Section III.

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 omitting 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	

Local Agency Military Base Recovery Area (LAMBRA) Act preferences are available only if the lowest responsible bid and the 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 the LAMBRA area you identify in Section I. The LAMBRA provides bid selection preferences of 5% for eligible worksites (Section I), and 1% to 4% for hiring eligible workforce employees (Section II). To identify LAMBRA worksites contact the city or county Planning / 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)
Firm Name and Contract Function:
(Manufacturing, Transportation, Shipping, Warehousing, Administration, etc.)
<i>Use additional pages, as needed, to fully report worksite information.</i> | (2)
WORKSITE ADDRESS
Street Address, City, County, State, Zip Code, Phone Number | (3)
Projected Labor Hours | COMPLETE FOR ALL SITES LOCATED WITHIN THE LAMBRA PREFERENCE AREA(S) | |
|--|--|------------------------------|---|---------------------------------|
| | | | (4)
LAMBRA Site Name | (5)
Criteria
(A, B, or 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.

- 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

Of Contract Activities and Labor Hours

Section I

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	Other*	
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
GRAND TOTAL (Employee labor hours)								

* 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
()

FAX NUMBER
()

DATE

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.