Invitation for Bid Bid No. 6000000603

STATE OF CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION INVITATION FOR BID

BID NO. 6000000603

Date: May 18, 2011

The California Department of Corrections and Rehabilitation (CDCR), Institution Service Contracts Section, hereafter referred to as the State, is inviting responses to this Invitation For Bid (IFB) entitled **Armored Transport Services**.

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

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

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

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

 Electronically downloaded bid package includes an Excel spreadsheet file in addition to the PDF version (for additional information, see Exhibit B-2, first paragraph).

Invitation for Bid Bid No. 6000000603

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)
- List of Participating Institutions (Exhibit E)
- List of Regional Accounting Offices (Exhibit F)
- California State Institutions Map (Exhibit G)
- Standard Contractor Certification Clauses (CCC)
 This document is incorporated in this bid package by reference only and is available on the Internet at http://www.documents.dgs.ca.gov/ols/CCC-307.doc. You MUST submit an original signed copy with your bid package. If you do not have Internet access, you may request a hard copy of the CCC by contacting the contract analyst listed below.
- Payee Data Record (STD 204)
- Subcontractor/Consultant List
- Non-Small Business Preference Request and Subcontractor Acknowledgement (OBS 555)
- Darfur Contracting Act (OBS 1500)
- Sample Certificate of Insurance
- DVBE Participation in Exempt Contracts (CDCR 1786)

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

Nathan Boone 916-255-6124 nathan.boone@cdcr.ca.gov California Relay Service 1-800-735-2929

THE STATE OF CALIFORNIA Department of Corrections and Rehabilitation

NOTICE TO PROSPECTIVE BIDDERS

Armored Transport Services

Bid No. 6000000603

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

May 18, 2011

Submission of Bid

June 13, 2011 @ 2:00 pm

Public Bid Opening

June 14, 2011 @ 10:00 am

Anticipated Date for Commencement of Services

January 1, 2012

Termination of Agreement

December 31, 2013

II. <u>FUNDING</u>

A Purchase Order (PO) will be issued to each participating institution. The California Department of Corrections and Rehabilitation reserves the right to augment the Master Agreement dollar amount by 25% to 100% of the total bid amount.

III. BIDDER QUALIFICATIONS AND LICENSING REQUIREMENTS

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

IV. <u>BIDDER RESPONSIBILITIES & THE BID PACKAGE</u>

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.

V. BID SUBMITTAL

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

MAIL DELIVERY, HAND DELIVERY, or OVERNIGHT MAIL: California Department of Corrections and Rehabilitation
Office of Business Services, Contracts Management Branch

Attention: Nathan Boone 10000 Goethe Road, Suite C-1 Sacramento, CA 95827

Any bid received at the above address after the Submission of Bid date and time specified in the Projected Timetable, Section I, will <u>NOT</u> 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 ARMORED TRANSPORT SERVICES - BID NO. 600000603 Attention: NATHAN BOONE - DO NOT OPEN." Failure to do so may result in the premature opening of, or failure to open, your bid.

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

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

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

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

VI. PUBLIC BID OPENING

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

At the time of the public bid opening, the dollar amount of each bid shall be read. The contract award is subject to a complete review of the entire bid proposal for compliance and adherence to the IFB requirements, verification of all calculations and claimed preferences, and compliance with DVBE Mandatory participation requirements, if applicable.

VII. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM

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

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

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 <u>lowest</u> 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.

The State intends to award one or more Agreements to the <u>lowest</u> responsible bidder(s). The State reserves the right to award either, 1) one Agreement for all institutions specified herein, 2) one Agreement per geographic group, e.g., Deuel Vocational Institute (DVI), Mule Creek State Prison (MCSP) and Sierra Conservation Center (SCC), or 3) one Agreement per institution. This determination will be based on what is in the best interests of the State.

Bidders may submit bids for any and all institutions. If a bidder is the <u>lowest</u> bidder for more than one institution, all of the institutions awarded to that bidder will be incorporated into one 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 600000603 for the California Department of Corrections and Rehabilitation". Protests <u>MUST</u> be filed with:

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

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, B, B-1, B-2, D, E, F, G.

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 for up to one (1) year, 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

ARMORED TRANSPORT SERVICES

Invitation for Bid No. 6000000603

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 Proposal (Exhibit B-1)
	Rate Sheet (Exhibit B-2) –For the bidder's convenience, Exhibit B-2 is an Excel spreadsheet file. The bidder will enter figures or amounts into each of the highlighted cells and print the document.
	Copy of Contractor Certification Clauses (CCC)
	Payee Data Record (STD 204)
	OBS 4002 – Subcontractor/Consultant List, if applicable
	OBS 555 – Large Business Preference Request and Subcontractor Acknowledgement, if applicable
	OBS 1500 – Darfur Contracting Act
	One original CDCR 1786 DVBE Participation in Exempt Contracts
	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 Armored Car Non-Transferable License (CHP360AC)
	Copy of Special Vehicle Identification Certificate (CHP301)
NOTE	TO BIDDER: In addition to the above, the Provider shall furnish the following to CDCR upon AWARD
	Copy of any required Certificate(s) of Insurance with proof of Commercial General Liability with proof of Automobile Liability with proof of Crime Insurance
	Proof of Workers' Compensation, if applicable (If exempt, please cite the legal code that exempts you from this requirement)
	Copy of Fidelity Bond

STATE OF CALIFORNIA STANDARD AGREEMENT STD 213 (Rev 06/03) AGREEMENT NUMBER

		REGISTRATION NUMBER
1.	This Agreement is entered into between the State Agency and the Contra	ctor named below:
	STATE AGENCY'S NAME	
	California Department of Corrections and Rehab	ilitation
	CONTRACTOR'S NAME	
	(1) Enter Contractor's Legal Business Name	
2.	The term of this through	
	Agreement is:	
3.	The maximum amount of this Agreement is: \$ DO NOT ENTER	
4.	The parties agree to comply with the terms and conditions of the following part of the Agreement.	exhibits which are by this reference made a
	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 pa	rt 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	California Department of General Services Use Only					
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, p	1					
(1) Enter Contractor's Legal Business Name	2					
BY (Authorized Signature)	DATE SIGNED(Do not type)					
	Enter date signed					
PRINTED NAME AND TITLE OF PERSON SIGNING		1				
ADDRESS	ADDRESS					
Enter Contractor's Address and Phone Num						
STATE OF CALIFORNIA	STATE OF CALIFORNIA					
AGENCY NAME						
BY (Authorized Signature)	DATE SIGNED(Do not type)					
<u>K</u>						
PRINTED NAME AND TITLE OF PERSON SIGNING	☐ Exempt per:					
ADDRESS		1				

ARMORED TRANSPORT SERVICES

1. <u>Introduction</u>

This is a Master Agreement in which the Contractor shall provide all labor, including transportation. travel and per diem. materials, supplies, equipment, licenses/permits/certifications and every other item of expense to provide armored transport services as specified herein for the California Department of Corrections and listed List of Rehabilitation (CDCR), in Exhibit Ε, Participating Institutions/Facilities/Accounting Offices. hereafter referred as **CDCR** to institution/facility/accounting office.

2. Contractor Responsibilities

The Contractor shall provide armored transport services for the transportation and protection of State Property between CDCR and the designated depository. The definition of "TRANSPORTATION" as referenced herein shall mean from CDCR institution/facility/accounting office to depository/cash vault. The definition of "STATE PROPERTY" as referenced herein shall mean cash, checks, money orders, notes, securities, change orders and all other items of monetary value.

A minimum of two security personnel shall be assigned to the transport vehicle. Security personnel must be in uniform as required by the Contractor. The Contractor is to ensure that all drivers are properly licensed to operate the transport.

Delivery of State Property to and from depository/cash vault must be made on the same banking day.

a. Pick-up and Delivery

The Contractor agrees to provide CDCR with armored transport services in accordance with schedule days, times and pick-up location that will be mutually agreed upon between the Contractor and the individual CDCR institution/facility/accounting office unless otherwise noted. All services are to be performed Monday through Friday during normal business hours excluding State holidays unless otherwise noted.

Services shall be performed Tuesday and Thursday between 8am and 2pm at California State Prison Los Angeles County (LAC).

Services shall be performed Tuesday and Friday at California State Prison Solano (SOL).

The Contractor shall notify the designated CDCR institution/facility/accounting office ten (10) minutes prior to arrival time at the CDCR institution/facility/accounting office. Upon arrival, the driver shall drive the armored transport to the location as agreed upon by the Contractor and CDCR institution/facility/accounting office. A CDCR institution/facility/accounting office

staff member will bring the sealed or locked property to the armored transport vehicle. The armored personnel will at no time exit the transport while on State property. If it is necessary for armored personnel to leave the transport vehicle, the armored personnel must be unarmed and shall not leave the vicinity of the vehicle without the escort of institution/facility/accounting office personnel.

b. Authorized Signatures

The Contractor shall provide each CDCR institution/facility/accounting office with a current list of certified personnel signatures authorized to sign for shipments. The Contractor shall immediately notify, in writing, the appropriate CDCR institution/facility/accounting office of any additions or deletions of authorized signatures.

c. <u>Deposit Bags</u>

Each CDCR institution/facility/accounting office in conjunction with the depository will provide the properly labeled and secured deposit bags.

d. Call back Services

Should the Contractor fail to provide any of the services as specified within, the State reserves the right to request the Contractor to provide services within four (4) hours, at no additional cost to the State.

e. Emergency Services

The Contractor shall make emergency calls during non-business hours, if necessary. If the need for services was created by the State, the State agrees to reimburse the Contractor for each emergency service at the standard rate per transport specified in the Rate Sheet, Exhibit B-2.

3. License/Permit/Certification Requirements

The Contractor shall ensure that all Contractors' personnel enlisted under this agreement shall possess and maintain a current and valid driver's license through the term of this agreement.

The Contractor must maintain a current California Highway Patrol, Armored Car Non-Transferable License (CHP 360AC) to operate an armored car service and Special Vehicle Identification Certificate/Permit (CHP 301). Upon annual renewal of this license, the Contractor shall forward a copy to the Office of Business Services.

A Contractor located within the State of California, must provide a business license from the city/county in which the company is headquartered. However, if the company is a corporation, a copy of the incorporation documents must be submitted. A Contractor outside the State of California, must provide a copy their business license or incorporation paper from the respective state showing that the company is in good standing in that State.

4. <u>CDCR Contact Information</u>

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

Billing/Payment Issues:

See Exhibit F, Regional Accounting Office Locations

Scope of Work/Performance Issues:

See Exhibit E, List of Participating Institutions/Facilities/Accounting Offices.

• General Agreement Issues:

Office of Business Services Phone Number: (916) 255-6191 FAX Number: (916) 255-6187

ARMORED TRANSPORT SERVICES

1. <u>Invoicing and Payment</u>

- 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 Master Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to the appropriate Regional Accounting Office (RAO) listed in Exhibit F, RAO Locations.

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 seg.

4. **Subcontractors**

Nothing contained in this Agreement shall create any contractual relationship 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.

ARMORED TRANSPORT SERVICES

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

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

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

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

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

NOTE:

- 1. Any quantities listed on Exhibit B-2 are the CDCRs 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.
- 4. The CDCR reserves the right to include additional institution/facility/accounting office(s) or delete institution/facility/accounting office(s) which no longer require this service. The additional institution/facility/accounting office(s) will be included in the appropriate institution/facility/accounting office Group and the bid rate for that Group shall apply.
- 5. The CDCR makes no guarantee that any institution/facility/accounting office listed in "List of Participating Institutions/Facilities/Accounting Offices", Exhibit E, will participate in requesting these services.
- 6. The CDCR makes no guarantee of the start date of services for the institution/facility/camp listed in "List of Participating Institutions/Facilities/ Accounting Offices", Exhibit E, which may vary, depending on the needs of the institutions/facilities/ accounting offices.
- 7. If it is determined to be in the best interest of the State to extend the Agreement up to one (1) year, an amendment will be processed and signed by both parties. The Contractor agrees to provide extended services at the rate and conditions specified in the original bid.
- 8. This Agreement shall not be the primary means for the CDCR receiving services. This Agreement shall be used only when all other means have been exhausted. This includes, but not limited to, civil service considerations as well as the use of other Agreements.

SMALL BUSINESS PREFERENCE

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

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

- 1. The principal office is located in California
- 2. The officers are domiciled in California
- 3. The business is independently owned and operated
- 4. The business, with any affiliates, is not dominant in its field of operation; and
- 5. a. For Small Business, either:
 - (1) The business, together with any affiliates, has 100 or fewer employees and averaged annual gross receipts of \$12,000,000 or less over the previous three years, or
 - (2) The business is a manufacturer with 100 or fewer employees
 - b. For Micro Business, either:
 - (1) The business, together with any affiliates, has 100 or fewer employees and averaged annual gross receipts of \$2,750,000 or less over the previous three years, or
 - (2) The business is a manufacturer with 25 or fewer employees

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

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

NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE

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

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

A non-small business is defined as a responsive/responsible bidder that is not certified by the DGS as a Small/Micro business.

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

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

NONPROFIT VETERAN SERVICE AGENCY (NVSA) SMALL BUSINESS PREFERENCE

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

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

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

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

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

<u>IDENTIFICATION OF CONTRACTORS, SUBCONTRACTORS, CONSULTANTS;</u> <u>SMALL/MICRO BUSINESSES AND DVBES</u>

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

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

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

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

ARMORED TRANSPORT SERVICES

Electronic bid packages include an Excel version of this Rate Sheet (Exhibit B-2) in order to assist bidders in computing accurate totals. Bidders are encouraged to use the Excel version and complete all highlighted cells.

Bidders are not required to bid on ALL Groups and may bid on one or more Groups, but your bid per Group must be for all locations listed within that Group. Bid rate per transport for a Group MUST be the same rate for all locations listed within that Group. Failure to complete all items within a Group will be grounds to reject that Group. A zero dollar (\$0.00) amount listed for any and all items will be interpreted and understood by the State to mean that the bidder indicating a zero dollar (\$0.00) amount shall perform any such services at no cost to the State.

NOTE: There is no guarantee that any institution/facility/accounting office listed will participate in requesting services.

NORTHERN REGION

Group 1

Institution/Facility/Accounting Office	Rate per Transport	X	Estimated # of Transports	X	Estimated # of Weeks	=	TOTAL
California Correctional Center (CCC)		X	2	X	104	=	\$ -
GROUP 1 BASIS OF AWARD*							\$ -

Group 2

Institution/Facility/Accounting Office	Rate per Transport	X	Estimated # of Transports	X	Estimated # of Weeks	=	TOTAL	
California State Prison, Solano (SOL)		X	2	X	104	=	\$	-
GROUP 2 BASIS OF AWARD*							\$	-

Group 3

Institution/Facility/Accounting Office	Rate per Transport	X	Estimated # of Transports	X	Estimated # of Weeks	=	тота	L
Mule Creek State Prison (MC)		Х	3	X	104	=	\$	-
Sierra Conservation Center (SCC)		Х	3	X	104	=	\$	-
GROUP 3 BASIS OF AWARD* \$								

Group 4

Institution/Facility/Accounting Office	Rate per Transport	X	Estimated # of Transports	X	Estimated # of Weeks	=	TOTAL	
Northern Regional Accounting Office-Juvenile Justice		Х	1	X	104	=	\$	-
Deuel Vocational Institution (DVI)		Х	5	X	104	=	\$	-
GROUP 4 BASIS OF AWARD*							\$	-

^{**}These are neighboring institutions - locations are right next to each other.

Group 5

Institution/Facility/Accounting Office	Rate per Transport	X	Estimated # of Transports	X	Estimated # of Weeks	=	TOTAL
Central California Women's Facility (CCWF)**		X	3	X	104	=	\$ -
Valley State Prison for Women (VSPW)**		X	3	X	104	=	\$ -
	D*	\$ -					

Group 6

Institution/Facility/Accounting Office	Rate per Transport	X	Estimated # of Transports	X	Estimated # of Weeks	=	TOTAL
Salinas Valley State Prison (SVSP)		X	5	X	104	=	\$ -
GROUP 6 BASIS OF AWARD*							\$ -

Group 7

Institution/Facility/Accounting Office	Rate per Transport	X	Estimated # of Transports	x	Estimated # of Weeks	=	TOTAL	
Avenal State Prison (ASP)		X	3	X	104	=	\$	-
Pleasant Valley State Prison (PVP)		X	2	X	104	=	\$	-
GROUP 7 BASIS OF AWARD*							\$	-

SOUTHERN REGION

Group 8

Institution/Facility/Accounting Office	Rate per Transport	X	Estimated # of Transports	X	Estimated # of Weeks	=	TOTAL	
Kern Valley State Prison (KVSP)**		Х	2	X	104	=	\$	-
North Kern State Prison (NK)**		Х	2	X	104	=	\$	-
GROUP 8 BASIS OF AWARD*							\$	-

Group 9

Institution/Facility/Accounting Office	Rate per Transport	X	Estimated # of Transports	X	Estimated # of Weeks	=	TOTAL	
California Men's Colony (CMC)		Х	2	X	104	=	\$	-
GROUP 9 BASIS OF AWARD*							\$	-

Group 10

Institution/Facility/Accounting Office	Rate per Transport	X	Estimated # of Transports	X	Estimated # of Weeks	=	TOTAL	
California State Prison Los Angeles County (LAC)		X	5	X	104	=	\$	-
GROUP 10 BASIS OF AWARD*							\$	-

Group 11

Institution/Facility/Accounting Office	Rate per Transport	X	Estimated # of Transports	X	Estimated # of Weeks	=	TOTAL
California Institution for Women (CIW)		X	3	X	104	=	\$ -
GROUP 11 BASIS OF AWARD*							\$ -

Group 12

Institution/Facility/Accounting Office	Rate per Transport	X	Estimated # of Transports	x	Estimated # of Weeks	=	TOTAL	
Richard J. Donovan Correctional Facility (RJD)		X	1	X	104	=	\$	-
GROUP 12 BASIS OF AWARD*							\$	-

	Rate for	r an additional	stop per ti	ransport M	UST be	provided:
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Contractor may offer a discount on invoices in order for the invoices to be paid within thirty (30) days of receipt. Discount offered must be at least one-half of one percent and a minimum of \$5.00.

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

^{*} The "Basis of Award" is strictly used for bidding purposes only and to determine the lowest responsive bidder. The CDCR reserves the right to augment the Master Agreement dollar amount by 25-100% of the total bid amount.

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

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

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

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

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

a. Final Payment

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

b. Informal Appeal

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

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

c. Formal Appeal

If the dispute or claim is not resolved to contractor's satisfaction by the informal appeal process, contractor may file with the 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:

California Department of Corrections and Rehabilitation (CDCR) Special Terms and Conditions

(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:
 - 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. <u>Tax</u>

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. <u>Licenses and Permits</u>

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:
 - 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 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:

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

The certificate of insurance must include the following provisions:

 The 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.

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

<u>Crime Insurance and Fidelity Bond</u> – Contractor shall maintain and furnish proof prior to execution of this Agreement of crime insurance and fidelity bond with limits of not less than \$1,000,000 per incident, protecting state property, including but not limited to the money and securities of the state, in Contractor's care, custody and control covering at a minimum the following exposures:

- Employee theft
- Forgery or alteration
- Theft, destruction, disappearance, and loss of state property

The policy shall include the CDCR and the State of California as loss payees.

28. Disabled Veteran Business Enterprise (DVBE)

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

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 institutionrelated 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. 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 guarters 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:

32. <u>Blood borne Pathogens</u>

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

33. <u>Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates and Division of Juvenile Justice Wards</u>

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).

34. 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.

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

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

36. 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.

37. 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.

38. 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.

ARMORED TRANSPORT SERVICES

Institution/Facility/Accounting Office	Contact Person	Telephone Number	Fax Number
Group 1		-	
California Correctional Center (CCC)	Cindy Lauer	(530) 257-2181, Ext. 4473	(530) 252-3091
711-045 Center Road, P.O. Box 790			
Susanville, CA 96127			
Group 2	,		
California State Prison, Solano (SOL)	Jennifer Dennis	(707) 451-0182 Ext. 5597	(707) 454-3245
2100 Peabody Road			
Vacaville, CA 95696			
Group 3			
Mule Creek State Prison (MCSP)	Robin McCune	(209) 274-5260	(209)274-5282
4001 Highway 104			
Ione, CA 95640			
Sierra Conservation Center (SCC)	Tressia Hanslip	(209) 984-5291, Ext. 6209	(209) 984-0651
5100 O'Byrnes Ferry Road	BSO Supervisor		
Jamestown, CA 95327			
Group 4	T	I	
Northern Regional Accounting Office-Juvenile Justice	Lilibeth Aguiba	(209) 944-6153	(209) 944-6192
7650 South Newcastle Road	Sandy Emde		
Stockton, CA 95213		(000) 000 000	(222) 222 222 4
Deuel Vocational Institution (DVI)	Esthermari Mlramontes	(209) 830-3870	(209) 830-3804
23500 Kasson Road			
Tracy, CA 95376			
Group 5		\((550) \(\) 0500 \(\) \(\) 5007	(550) 005 0407
Valley State Prison for Women (VSPW)	Sandy Barton	(559) 665-6500, Ext. 5607	(559) 665-6187
21633 Avenue 24	Accounting Office Supervisor		
Chowchilla, CA 93610		(===) 00= ==01 = 1 = 00	(==0) 00= 0000
0 1 10 15 1 10 15 (00) 15	Donald Zielins	(559) 665-5531, Ext. 5062	(559) 665-6022
Central California Women's Facility (CCWF)	Sr. Accounting Officer	(550) 005 5504 5 4 5440	(550) 005 0000
23370 Road 22	Irene Contreras	(559) 665-5531 Ext. 5140	(559) 665-6030
Chowchilla, CA 93610	Business Services Assistant		
	(Specialists)		

Institution/Facility/Accounting Office	Contact Person	Telephone Number	Fax Number
Group 6		<u> </u>	
Salinas Valley State Prison (SVSP)	Helen Sullivan	(831) 678-5580	(831) 678-5606
31625 Highway 101	Accounting Office Supervisor		
Soledad, CA 93960			
Group 7			
Avenal State Prison (ASP)	Jeannette Amerson	(559) 386-0587, Ext. 5161	(559) 386-0776
1 Kings Way	Accounting Officer (A)		
Avenal, CA 93204			
Pleasant Valley State Prison (PVSP)	Linda Kalb	(559) 935-4983	(559) 935-7085
24863 West Jayne Avenue			
Coalinga, CA 93210			
Group 8			
North Kern State Prison (NKSP)	Paula Stucker	(661) 721-2345, Ext. 6600	(661) 721-3119
2737 West Cecil Avenue	Correctional Business		
Delano, CA 93215	Manager		
Kern Valley State Prison (KVSP)	Lisa Reinsch	(661) 721-6321	(661) 720-9914
3000 West Cecil Avenue	Business Service		
Delano, CA 93215	Officer II (A)		
Group 9			
California Men's Colony (CMC)	Charles Meux	(805) 547-7676	(805) 547-7506
Highway 1, North	Sr. Accounting Officer		
San Luis Obispo, CA 93409			
Group 10			
California State Prison, Los Angeles (LAC)	Ofelia Rivera	(661) 729-2000, Ext.	(661) 723-8319
44750 60th Street West	Mark Casimiro	5278, 5286	
Lancaster, CA 93536-7620			

Institution/Facility/Accounting Office	Contact Person	Telephone Number	Fax Number
Group 11			
California Institution for Women (CIW) 16756 Chino-Corona Road	Starr Berkey	(909) 606-4915	(909) 606-4961
Corona, CA 92880 Group 12			
Richard J. Donovan Correctional Facility (RJD) 480 Alta Road San Diego, CA 92179	Paula Hastings	(619) 661-7854	(619) 671-7593

ARMORD TRANSPORT SERVICE

Accounting Office	Institutions/Facility Served	<u>Drive</u>
Bakersfield P.O. Box 12050 Bakersfield, CA 93389 (661) 334-3702 FAX (661) 334-3744	California Correctional Institution (CCI) California Substance Abuse Treatment Facility (CSATF) Kern Valley State Prison (KV) California State Prison - Los Angeles County (LAC) North Kern State Prison (NK) Wasco State Prison - Reception Center (WSP)	K
Central Coast P.O. Box 7021 Paso Robles, CA 93447-7021 (805) 237-3041 FAX (805) 237-3137	Avenal State Prison (ASP) California Men's Colony (CMC) California State Prison - Corcoran (COR) Correctional Training Facility (CTF) Pleasant Valley State Prison (PV) Salinas Valley State Prison (SV)	Z
Central Valley P.O. Box 4147 Stockton, CA 95204-0147 (209) 948-7028 FAX (209) 948-7162	Central California Women's Facility (CCWF) Richard A McGee Correctional Training Center (CTC) Deuel Vocational Institution (DVI) High Desert State Prison (HD) Mule Creek State Prison (MC) Northern California Re-entry Facility (NCRF) Sierra Conservation Center (SCC)	V
Corcoran P.O. Box 5240 Corcoran, CA 93212 (559) 992-7073 FAX (559) 992-7020		W
North Coast P.O. Box 187016 Sacramento, CA 95818-7016 (916) 255-2042 FAX (916) 255-5419	California Medical Facility (CMF) Pelican Bay State Prison (PB) California State Prison - Solano (SOL) California State Prison - San Quentin (SQ)	N
Sacramento P.O. Box 187015 Sacramento, CA 95818-7015 (916) 255-2042 FAX (916) 255-2103	California Correctional Center (CCC) California State Prison - Sacramento (SAC)	S
El Centro P.O. Box C5282 El Centro, CA 92244 (760) 337-4810 FAX (760) 337-4845	Calipatria State Prison (CAL) Centinela State Prison (CEN) Chuckwalla Valley State Prison (CV) Folsom State Prison (FSP) Ironwood State Prison (ISP) Richard J. Donovan Correctional Facility (RJD) Valley State Prison for Women (VSPW)	X

Southern California P.O. Box 6000 Rancho Cucamonga, CA 91729-6000 (909) 483-1543 FAX (909) 483-1548	California Institution for Men (CIM) California Institution for Women (CIW) California Rehabilitation Center - Norco (CRC) Heman G. Stark Youth Correctional Facility (HGCS) Southern Youth Correctional Reception Center and Clinic (SR) Ventura Youth Correctional Facility (VNT)	Н
Headquarters P.O. Box 187018 Sacramento, CA 95818-7018 (916) 255-2042 FAX (916) 255-5411	Central Office (HQ)	Q
Northern Regional Accounting Office Juvenile Justice P.O. Box 213004 Stockton, CA 95213-9004 (209) 944-6186 FAX (209) 944-6192	El Paso de Robles Youth Correctional Facility (EP) Northern California Youth Correctional Center (NCYC) Preston Youth Correctional Facility (PR) Pine Grove Youth Conservation Camp (PGC)	Q By index#



STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

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.						
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	MAILING ADDRESS BUSINESS ADDRESS						
	CITY, STATE, ZIP CODE	CITY, STATE, ZII	D CODE				
	GITT, STATE, ZIP CODE	CITT, STATE, ZII	P CODE				
3	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER	(FEIN):	***		NOTE: Payment will not		
	PARTNERSHIP CORPORATION:				be processed		
PAYEE		. (e.g., dentistry, psycho	otherapy, chiropi	ractic, etc.)	without an accompanying		
ENTITY TYPE	ESTATE OR TRUST LEGAL (e	.g., attorney services)			taxpayer I.D.		
IIIC	Q ALL OTH				number.		
CHECK							
ONE BOX	INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER:				THE CONTRACT OF THE CONTRACT O		
ONLY		authority of California F	Revenue and Ta	→ x Code Section 18646)			
4	California resident - Qualified to do business in California or maintains a permanent place of business in California.						
L	California nonresident (see reverse side) - Paymer	nts to nonresidents	s for services	may be subject to S	State income tax		
PAYEE	withholding.						
RESIDENCY	No services performed in California.Copy of Franchise Tax Board waiver of	State withholding	attached				
STATUS	Copy of Franchise Tax Board warver of	State Withholding	attached.				
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5	I hereby certify under penalty of perjury that the Should my residency status change				and correct.		
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	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or F	Print)	*	TITLE			
	SIGNATURE	DATE		TELEPHONE			
	Please return completed form to:						
6	Department/Office: California Department of C	Corrections and R	ehabilitation	(CDCR)			
	Unit/Section:				_		
	Mailing Address: 10000 Goethe Road Suite C-1						
	City/State/Zip: Sacramento, CA 95827						
	Telephone: ()	Fax: ()				
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STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

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

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Requirement to Complete Payee Data Record, STD. 204

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.

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.

- Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her 2 full name. The mailing address should be the address at which the pavee chooses to receive correspondence. Do not enter payment address or lock box information here.
- Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies 3 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).

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).

Are you a California resident or nonresident?

A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.

A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.

For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

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.

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

Withholding Services and Compliance Section:

1-888-792-4900

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

For hearing impaired with TDD, call:

1-800-822-6268

Website:

www.ftb.ca.gov

- Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.
- This section must be completed by the State agency requesting the STD. 204.

Privacy Statement

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

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

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

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

CONTRACT ANALYST: Nathan Boone BID NUMBER: 6000000603

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.

Federal Employer ID #:

☐ I will NOT use any subcor	rede	erai Employer ii					
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		DOLLAR AMOUNT		CHEC	KIFA		DOS DEFEDENCE
SUBCONTRACTOR OR CONSULTANT NAME, ADDRESS AND PHONE NUMBER	SERVICES TO BE PERFORMED	OF SERVICES	SMALL BUSINESS	MICRO BUSINESS	DVBE	N/A	DGS REFERENCE NUMBER
NAME:							
STREET ADDRESS:							
CITY, STATE, ZIP:	•						
PHONE NUMBER:							
NAME:							
STREET ADDRESS:	•						
CITY, STATE, ZIP:							
PHONE NUMBER:							
NAME:							
STREET ADDRESS:	•						
CITY, STATE, ZIP:							
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NAME:							
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PHONE NUMBER:	•						
NAME:							
STREET ADDRESS:	•						
CITY, STATE, ZIP:	•					ļ	
PHONE NUMBER:						ļ	
(OBS 4002 SUBCONTRACTOR-CONSULTANT LIST – Rev 10/2001)	DISTRIBUTION: D OBS F	ile 🗖 Institution F	Procuremen	nt 🗖 Pro	ogram:		

Large 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:			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 (in		applicable): SB/MB Federal			deral E	mployer	ID (FEIN) #:
Printed/Typed Name:	Title:		Signature of	of Sul	oconti	ractor/S	Supplier	Representative:
For State Use Only Information Verified by:			Date:					

DARFUR CONTRACTING ACT

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

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

Company/Vendor Name (Printed)			Federal ID Number			
Printed Name and Title o	f Person Initialing (for Op	tions 1 or 2)				
To be eligible to submit	t a bid or proposal, pleas	se complete only one of the follo	wing:			
1. We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.						
		OR				
2. Initials						
		OR				
3. Initials + certification below	Initials activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section					
CERTIFICATION For # 3. I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.						
By (Authorized Signature)						
Printed Name and Title of Person Signing						
Date Executed in the County and State of						

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

						<u> </u>	
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PRODUCER:			RIGHTS UPON	THE CERTIF		HIS CERTIFICATE DOES	ILY AND CONFERS NO S NOT AMEND, EXTEND
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			COMPANY LETTER	A			
			COMPANY LETTER	3			
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00	FINSURANCE	POLICY NUMBER	POLICY EI	FECTIVE	POLICY EXPIRATION DATE (MM/DD/YY)	LIN	MITS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	\$
	COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	\$
	CLAIMS MADE OCCUR.				PERSONAL & ADV. INJURIES	\$
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any One person)	\$
					MED. EXPENSE (Any One person)	\$
	AUTOMOBILE LIABILITY ANY AUTO				COMBINED SINGLE LIMIT	\$
	ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per Person)	\$
	HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per Person)	\$
	GARAGE LIABILITY				PROPERTY DAMAGE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	UMBRELLA FORM				AGGREGATE	\$
	OTHER THAN UMBRELLA FORM					
	WORKER'S COMPENSATION				STATUTORY LIMITS	
	AND				EACH ACCIDENT	\$
	EMPLOYERS' LIABILITY				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 $\underline{30}$ 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

STATE OF CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION IN EXEMPT CONTRACTS

CDCR 1786 (Rev. 07/07)

In accordance with Public Contract Code Section 10115 et seq., it is the policy of the Department of Corrections and Rehabilitation to achieve the legislatively established goal for the participation of Disabled Veteran Business Enterprises (DVBEs) in service, commodity and construction contracts to the maximum extent feasible. This contract is exempt from DVBE participation requirements; however, if you or any of your subcontractors is a DVBE, please complete this form and return it with your bid proposal or proposed contract. Provide the DVBE prime and sub-contractor information as requested below. Include only DVBEs that are currently certified by the Department General Services, Office of Small Business and DVBE Services (OSDS).

DVBE NAME FULL ADDRESS TELEPHONE NUMBER	Prime	duS	TYPE OF CONTRACTIBLE/ SUBCONTRACTIBLE WORK	CONTRACT/ SUBCONTRACT DOLLAR AMOUNT	OSDS CERTIFICATION	
	✓	✓			NUMBER	EXPIRES