

STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS
AND REHABILITATION
INVITATION FOR BID

BID NO. 6000001165

Date: March 12, 2013

The California Department of Corrections and Rehabilitation (CDCR), California Health Care Facility (CHCF), hereafter referred to as the State, is inviting responses to this Invitation For Bid (IFB) entitled Recycling 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
- Bidder Acknowledgment/Certification (OBS 300)
- Bid Submittal Checklist
- Sample Standard Agreement (STD 213)
- Scope of Work (Exhibit A)
- Budget Detail and Payment Provisions (Exhibit B)
- Rate Sheet (Exhibit B-1)
- General Terms and Conditions (Exhibit C)
This document is incorporated in this bid package by reference only and is available on the Internet at <http://www.documents.dgs.ca.gov/ols/GTC-610.doc> . If you do not have Internet access, you may request a hard copy of Exhibit C by contacting the contract analyst listed below.
- Special Terms and Conditions (Exhibit D)

- Standard Contractor Certification Clauses (CCC)
*This document is incorporated in this bid package by reference only and is available on the Internet at <http://www.documents.dgs.ca.gov/ols/CCC-307.doc>. You **MUST** submit an original signed copy with your bid package. If you do not have Internet access, you may request a hard copy of the CCC by contacting the contract analyst listed below.*
- Payee Data Record (STD 204)
- Non-Small Business Preference Request and Subcontractor Acknowledgement (OBS 555)
- Darfur Contracting Act (OBS 1500)
- Sample Certificate of Insurance
- Bidder Declaration (GSPD-05-105)

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.

Kathy Reyna
(916) 255-5666
Katherine.reyna@cdcr.ca.gov
California Relay Service 1-800-735-2929

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

NOTICE TO PROSPECTIVE BIDDERS

RECYCLING SERVICES

Bid No. 6000001165

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	March 12, 2013
Letters of Inquiry/Questions	March 22, 2013
Submission of Bid	2:00 PM – April 4, 2013
Public Bid Opening	2:30 PM – April 4, 2013
Anticipated Date for Commencement of Services	July 1, 2013
Termination of Agreement	September 30, 2014

II. BIDDER QUALIFICATIONS AND LICENSING REQUIREMENTS

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

III. PROHIBITION ON TAX DELINQUENTS

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

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

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

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

IV. **BIDDER RESPONSIBILITIES & THE BID PACKAGE**

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

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

NOTE:

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

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 submitted with the CDCR Bidder Acknowledgement/Certification form (OBS 300) and Exhibit B-1 Rate Sheet and is in conformance with the submission requirements of this IFB. Additionally, an original, signed copy of all pages of the Contractor Certification Clause (CCC) must be submitted to CDCR with the completed bid package. The State reserves the right to request clarification of any documents included with this bid.

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

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

V. **BID SUBMITTAL**

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

<u>MAIL DELIVERY,</u>	California Department of Corrections and Rehabilitation
<u>HAND DELIVERY, or</u>	Office of Business Services, Contracts Management Branch
<u>OVERNIGHT MAIL:</u>	Attention: Kathy Reyna
	10000 Goethe Road, Suite C-1
	Sacramento, CA 95827

Any bid received at the above address after the Submission of Bid date and time specified in the Projected Timetable, Section I, will **NOT** be considered. It is the State's policy to make every effort to ensure that all bids have been received and properly time

stamped; however, bidders are ultimately responsible for ensuring timely receipt of their bid. Bidders may verify receipt of their bid by contacting the person identified in the cover letter of this IFB prior to the Public Bid Opening.

Bids that are not properly marked may be disregarded. All completed bids and required documents shall be packaged and submitted in a sealed envelope to the address specified in the section entitled "**Bid Submission Requirements**". **The sealed envelope must be clearly marked "BID FOR RECYCLING SERVICES - BID NO. 6000001165 Attention: Kathy Reyna - 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. LETTERS OF INQUIRY

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

Any letters of inquiry must be submitted in writing to allow CDCR time to research and prepare a response. Submit your letter of inquiry by **March 22, 2013** directly to Kathy Reyna, Contracts Management Branch, by any of the following:

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

FAX: (916) 255-6187

E-mail: Katherine.reyna@cdcr.ca.gov

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

VII. 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 three (3) 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.

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 highest responsible bidder whose bid complies with all requirements prescribed herein. In the event a bidder submits more than one (1) bid for the same institution/service under this bid process, the State shall select the lowest bid and reject all other bids from this bidder.

In the event of tie bids, except as provided in Government Code §14838(f), CDCR reserves the right to determine the bidder entitled to the contract award based on the percent of discount specified in Exhibit B-1, if applicable. If not applicable or if there is a discount tie, a coin toss or lot drawing will be used to determine the bidder entitled to the contract award. The coin toss or lot drawing will be officially witnessed and all affected bidders will be advised of the tiebreaker method and invited to attend.

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

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 6000001165 for the California Department of Corrections and Rehabilitation"**. Protests **MUST** be filed with:

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

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, D.

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

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

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

XII. EXTENSION OF TERM

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

XIII. 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.

XIV. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE

CDCR is committed to meeting and exceeding the 3 percent goal for Disabled Veteran Business Enterprise (DVBE) participation in State contracting activities, set forth in Military and Veterans Code 999. The DVBE Incentive Program applies to all contracting activities for services including public works, construction, services, leasing, materials testing, and other related contracts. The DVBE incentive is applied during the evaluation process and is only applied to responsive bids from responsible bidders proposing DVBE participation. This incentive is for bid computation only.

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

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

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

XV. SMALL BUSINESS PREFERENCE PROGRAM

Current law encourages state departments to first consider a Small Business (S/B) Enterprise / Microbusiness (M/B) Enterprise 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
 - a. For Small Business, either:
 - (1) The business, together with any affiliates, has 100 or fewer employees and averaged annual gross receipts of \$14,000,000 or less over the previous three years, or
 - (2) The business is a manufacturer with 100 or fewer employees
 - b. For Micro Business, either:
 - (1) The business, together with any affiliates, has 25 or fewer employees and averaged annual gross receipts of \$3,500,000 or less over the previous three years, or
 - (2) The business is a manufacturer with 25 or fewer employees.

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

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

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

Therefore, if you are a Small/Micro Business, but are not certified, it is to your advantage to become certified. For certification and preference approval process information, contact the OSDS by telephone at (916) 375-4940 or access the OSDS Internet website at www.pd.dgs.ca.gov/smbus/getcertified.htm.

XVI. NON-SMALL BUSINESS PREFERENCE REQUEST

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

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

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

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

XVII. NONPROFIT VETERAN SERVICE AGENCY (NVSA) SMALL BUSINESS PREFERENCE

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

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

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

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

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

XVIII. IDENTIFICATION OF CONTRACTORS, SUBCONTRACTORS, CONSULTANTS: SMALL/MICRO BUSINESS AND DVBEs

CDCR must identify all contractors, subcontractors, and consultants who will provide labor or render services in the performance of this Agreement and further identify whether any of the listed subcontractors and consultants are a certified Small/Micro business, or a certified DVBE. Therefore, the bidder must complete a Bidder Declaration (GSPD-05-105). If any changes occur in the submitted original GSPD-05-105, the Contractor shall notify the Office of Business Services (OBS), in writing within ten (10) working days of those changes, including any changes to Small/Micro business or DVBE status.

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

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

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

XIX. BIDDER PROVIDING FACILITY(IES)

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

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

The bidder hereby agrees to provide all labor, materials, supplies, licenses, permits, equipment and transportation necessary to perform all services required for the foregoing titled work in accordance with the Scope of Work, all Terms and Conditions, Disabled Veteran Business Enterprise (DVBE) requirements, if applicable, and such addenda thereto as may be issued before the public bid opening date, at the rates set forth by the bidder in Exhibit B-1, Rate Sheet. **Exhibit B-1 Rate Sheet must be submitted with this Bidder Acknowledgement/Certification form.**

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

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

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

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

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

Bidding Preferences Claimed (Check only the preferences claimed)

Preferences:	Certification Number/Expiration Date
<input type="checkbox"/> DGS certified Small Business	
<input type="checkbox"/> DGS certified Micro Business	
<input type="checkbox"/> Non-Small Business Subcontractor Preference (committing use of 25% or more of DGS certified Small/Micro Business Subcontractors) include the OBS 555	
<input type="checkbox"/> DGS certified Disabled Veteran Business Enterprise	
<input type="checkbox"/> DVBE Incentive requested by bidder (include the completed OBS 554 with bid)	
<input type="checkbox"/> NVSA preference request	
Check all that bidder is applying for: <input type="checkbox"/> TACPA <input type="checkbox"/> LAMBRA <input type="checkbox"/> EZA Attach all applicable forms	

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

Street Address, City, State, Zip Code

Street Address, City, State, Zip Code

BID SUBMITTAL CHECKLIST

RECYCLING SERVICES Bid No. 600001165

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

A complete bid will consist of the documents identified below.

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

- Bid Submittal Checklist (this checklist)
- Bidder Acknowledgement/Certification (OBS 300)
- Rate Sheet (Exhibit B-1)
- Copy of Contractor Certification Clauses (CCC)
The CCC can be found on the Internet at <http://www.ols.dgs.ca.gov/standard+language>. The first page must be signed and submitted prior to the award of the contract, but is not required if the bidder has submitted this form to the awarding agency within the last three (3) years.
- Original Payee Data Record (STD 204)
- Non-Small Business Preference Request and Subcontractor Acknowledgement (OBS 555)
- Darfur Contracting Act (OBS 1500)
- 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 Motor Carrier Permit issued by the California Department of Motor Vehicles
- Copy of DMV Motor Carrier Permit, if motor vehicle's gross vehicle weight rating is 10,001 lbs. or more.
- Copy of valid City/County Commercial Refuse Hauler's Permit or equivalent, if applicable
- Bidder Declaration GSPD-05-105, if applicable

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

- Copy of Automotive Insurance
- Copy of Workers' Compensation, if applicable (if exempt, please cite the legal code that exempts you from this requirement).
- Copy of Commercial General Liability

AGREEMENT NUMBER

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Department of Corrections and Rehabilitation

CONTRACTOR'S NAME

(1) Enter Contractor's Legal Business Name

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

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

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

Exhibit A – Scope of Work _____ page(s)

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

Exhibit C* – General Terms and Conditions _____

Check mark one item below as Exhibit D:

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

Exhibit - D* Special Terms and Conditions _____

Exhibit E – Additional Provisions _____ page(s)

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

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

CONTRACTOR

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

(1) Enter Contractor's Legal Business Name

BY (Authorized Signature)

DATE SIGNED(Do not type)

(original signature here)

Enter date signed

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

Enter Contractor's Address and Phone Number

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

California Department of General Services Use Only

Exempt per:

RECYCLING SERVICES

1. INTRODUCTION/SERVICES

Contractor shall remove various recyclables and reimburse the California Health Care Facility (CHCF) a percentage of the payment received for such items. Contractor shall furnish all labor, including travel and per diem, materials, non consumable supplies, transportation, vehicles, equipment, and all items of expense necessary to remove recyclables as specified herein for CHCF located at 7707 S. Austin Road, Stockton, CA 95215.

2. SCOPE OF WORK

Contractor shall retain ownership of recyclable materials until properly disposed of. Contractor shall be solely responsible in ensuring that recycling of all material is performed safely and legally in accordance with applicable local, State, and federal regulations.

No compensation will be made for travel time, meals, lodging or time involved with entering or exiting CHCF. Negative percentages to the State shall not be accepted.

Recycled products will include the following:

Commodity	
Cardboard	Clear Glass
Paper	Brown Glass
Newspaper	Green Glass
Magazines	#10 Tin Cans
Aluminum Cans	Mixed Scrap metal (includes Stainless)
White Plastics	Clothing/Textiles – includes items such as shirts, pants, undergarments, sweatshirts, socks, blankets, sheets, pillowcases, towels
Clear Plastics	Wood Pallets
Plastic Bags	Toner Cartridges
E-waste	Mattresses
Boots/Shoes	Mixed Wood

The Contractor shall provide recycling containers and/or trailers to remain on-site at CHCF in a designated area as directed by the CHCF Contract liaison or designee. The Contractor shall provide the size, type, and number of containers as required and approved by CHCF'S Contract Liaison or designee. The Contractor shall also provide bailing wire as needed. The containers will be lockable and CHCF will provide the locks. CHCF will use normal care of the containers and shall not be liable for any damage to container.

The Contractor shall deliver containers to the location indicated by CHCF prior to the commencement of services. A location can be changed at any time at the discretion of CHCF. CHCF will provide twenty-four (24) hour notice to the Contractor of any location change.

CHCF reserves the right to add or subtract containers as needed, to accommodate any unforeseen increase or decrease in the volume of recyclables. Additional containers shall be provided by the Contractor at the Contractor's expense. There will be no charges to CHCF for the removal of containers or decrease of services.

Any quantities listed on Exhibit B-1, Rate Sheet, are CHCF's estimates only and are given as a basis for the comparison of bids. CHCF reserves the right to increase or decrease the quantities for these commodities.

All recyclable will be properly sorted by CHCF prior to pick-up unless other arrangements have been agreed upon between the CHCF Contract Liaison or designee and the Contractor.

Any recyclables not properly sorted will be resorted by CHCF. Any comingled recyclables are not to be removed from CHCF grounds unless agreed upon by the CHCF Contract Liaison or designee and the Contractor. Any comingled recyclables removed from the grounds by the Contractor shall be the Contractor's responsibility to resort.

In the event CHCF does not have the necessary staff to sort the recyclables, the Contractor may remove the recyclables and sort at the Contractor's expense or CHCF may dispose of the recyclables in order to maintain health and safety.

3. CONTAINER LOADING

Full containers removed from CHCF shall be replaced with empty containers at the Contractor's expense. The Contractor shall provide and maintain containers in good condition and free from graffiti. In the event that any container becomes damaged, the Contractor shall repair or replace the container within forty-eight (48) hours of notification.

Contractor shall be responsible for the cleaning of all debris, spilled or tracked at the pickup location by Contractor's employees or equipment.

4. FREQUENCY OF SERVICES

CHCF will notify the Contractor by phone when the recycling containers and/or trailers are full and ready for pickup. Unless otherwise stated, the services shall be provided as needed between the hours of 7:00 am to 12:00 pm, Monday through Friday, excluding State observed holidays. Unless otherwise stated, the Contractor will pick up the items within 48 hours of being notified that a pick up is required at a mutually acceptable time between the Contractor and CHCF.

The Contractor shall advise the CHCF Contract Liaison in writing of any problems found with recyclable products removed from CHCF. This includes reporting improper packaging and other problems that affect the recycling of waste products. Any such problems are to be reported within five (5) days of their discovery. The CHCF Contract Liaison or designee shall investigate the problem and ensure corrective action is taken.

5. DOCUMENTATION REQUIREMENTS

At the time of pickup, the Contractor shall provide to CHCF Contract Liaison or designee an invoice and/or bill-of-lading (BOL) indicating the date and quantity of each material transported. The invoice/BOL shall be verified by CHCF staff and signed by the Contractor.

6. RECEIPTS

The Contractor shall deliver the recyclable materials to a State Certified Recycling Center in accordance with the State of California Environmental Health Laws. The Contractor shall provide CHCF with receipts within forty-eight (48) hours of service, verifying weight of recyclables, and amount received by the Contractor.

All payments (remittance) to CHCF's Regional Accounting Office will be made within thirty (30) days from the date of service. With remittance, the Contractor shall submit a certificate/receipt of weight document as well as a receipt which shows the recycled items, the weight of the item, the price received for the item, and the total revenue received per item by CHCF that the recyclables were collected from.

7. CALL BACK SERVICES

Should the Contractor fail to provide any of the specified services in the prescribed manner, CHCF may call the Contractor to provide services within four (4) hours, unless otherwise specified, at no additional cost to the State.

8. CDCR RESPONSIBILITIES

The CHCF Contract Liaison or designee at various times during the term of this Agreement may perform inspections to check on the quality of work and determine acceptability of work performed. The CHCF Contract Liaison or designee, shall be solely responsible for determining acceptability of quality and satisfactory completion of all services provided by the Contractor.

9. LICENSES/PERMITS/CERTIFICATIONS

Contractor and/or subcontractor shall possess and maintain throughout the term of this agreement a current Motor Carrier Permit issued by the California Department of Motor Vehicles, if the gross vehicle weight rating is 10,001 lbs. or more, as well as a valid City/County Commercial Refuse Hauler's permit, if applicable to your City/County.

Contractor and/or subcontractor shall possess a 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. Contractor shall provide the State with a copy of these permits.

10. CDCR CONTACT INFORMATION

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

Billing/Payment Issues:

Sacramento Regional Accounting Office
Phone Number: (916) 255-2042
Fax Number: (916) 255-2103

Scope of Work/Performance Issues:

Derrick Greenwood, Warehouse Manager
California Health Care Facility
Phone Number: (209) 351-7335
Or
Teri Austin, Procurement & Services Officer II
California Health Care Facility
Phone Number: (209) 351-7276

General Agreement Issues:

Office of Business Services
Phone Number: (916) 255-5624
FAX Number: (916) 255-6187

1. Invoicing and Payment (reimbursement contracts)

- a.** The CDCR will submit an Invoice to the Contractor, by the 10th day of each month for the preceding month's services; based on the rates specified in Exhibit B-1, Rate Sheet, which is attached hereto and made part of this Agreement
- b.** Invoices will be due within thirty (30) days of the statement date and shall be remitted to the appropriate CDCR Accounting office below:

California Department of Corrections and Rehabilitation (CDCR)
Sacramento Regional Accounting Office
Attention: Accounts Payable B
P.O. Box 187016
Sacramento, CA 95818-7016

RECYCLING SERVICES

The bidder is required to bid on all items, failure to bid on all items will result in a rejection of the bid. The bidder shall set forth the bid percentage of gross amount to the State in clear legible figures in the spaces provided. Any and all services performed outside the Scope of Work, Exhibit A, and the Rate Sheet, Exhibit B-1, shall be at the sole risk and expense of the Contractor. The percentage must be provided below.

The BASIS FOR AWARD of this agreement, if it is to be awarded, will be made to the highest responsive/responsible bidder by item.

Any quantities listed on the Rate Sheet are CDCR's estimates only and are being given as a basis for the comparison of bids. CDCR reserves the right to increase or decrease these quantities for these commodities.

Contractor also understands that the percentage bid should be one flat bid percentage for each item, and must be in tenths of a percent. (FOR EXAMPLE: 21.0%, 21.1%, 21.2%, ext.). The bid percentage is the amount paid to the State.

CALIFORNIA HEALTH CARE FACILITY

RECYCLING ITEMS LIST

Commodity	Est. Quantities for the Duration of the Contract	Weight	Percentage of Gross Amount to the State
Cardboard	250	Tons	
Paper	100	Tons	
Newspaper	1	Tons	
Magazines	1	Tons	
Aluminum Cans (CRV)	1	Tons	
Aluminum Cans (non CRV)	1	Tons	
White Plastics	40	Tons	
Clear Plastics	1	Tons	
Plastic Bags	2	Tons	
Clear Glass	1	Tons	
Brown Glass	1	Tons	
Green Glass	1	Tons	
#10 Tin Cans	20	Tons	
Mixed Scrap Metal (includes Stainless)	50	Tons	
Clothing (Rags)	150	Tons	
Wood Pallets	1,600	Each	
Scrap Wood	75	Tons	
Toner Cartridges	1500	Each	
E-Waste	20	Tons	
Mattresses	30	Tons	
Boots & Shoes	6	Tons	

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

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

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

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

a. **Final Payment**

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

b. **Informal Appeal**

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

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

c. **Formal Appeal**

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

(SUBJECT)

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

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

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

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

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

d. Further Resolution

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

e. Contract Disputes with Public Entities

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

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

The State reserves the right to terminate this Agreement subject to thirty (30) calendar days written notice to the Contractor. Contractor may submit a written request to terminate this

Agreement only if the State should substantially fail to perform its responsibilities as provided herein.

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

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

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

3. Contract Suspension

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

4. Responsibility Hearing

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

5. Confidentiality of Data

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

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession

that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

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

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

6. Liability for Loss and Damages

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

7. Computer Software Management Memo

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

8. Accounting Principles

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

9. Liability for Nonconforming Work

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

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

10. Subcontractor/Consultant Information

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall

notify CDCR, OBS in writing within ten (10) working days of any changes to the subcontractor and/or consultant information.

11. Contract Violations

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

12. Temporary Nonperformance

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

13. Extension of Term

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

14. Employment of Ex-Offenders

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

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

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

15. Electronic Waste Recycling

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

16. Tax

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

17. Licenses and Permits

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

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

18. Permits and Certifications from State Board of Equalization

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

19. Darfur Contracting Act

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

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

20. Conflict of Interest

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

a. Contractors and Their Employees

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

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

b. Current State Employees

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

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

c. Former State Employees

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

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

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

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

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

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

21. Disclosure

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

22. Security Clearance/Fingerprinting

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

23. Notification of Personnel Changes

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

24. Contractor Employee Misconduct

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

subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

25. Workers' Compensation

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

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

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

26. Insurance Requirements

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

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

of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage at all times as required, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

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

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

The certificate of insurance must include the following provisions:

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

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

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

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

27. Disabled Veteran Business Enterprise (DVBE)

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

28. Small Business and DVBE Participation – Commercially Useful Functions

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

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

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

in violation of certain provisions within these code sections may be subject to loss of certification, penalties and Agreement cancellation.

29. DVBE Replacement Request

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

30. DVBE Payment Certification

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

31. Travel

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

32. Indemnification

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

33. Tuberculosis (TB) Testing

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community based program, prior to the performance of contracted duties, Contractors and their employees who are assigned to work with inmates/parolees on a regular basis shall be required to be examined or tested or medically evaluated for TB in an infectious or contagious stage, and at least once a year thereafter or

more often as directed by CDCR. Regular basis is defined as having contact with inmates/parolees in confined quarters more than once a week.

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

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

34. Bloodborne Pathogens

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

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

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

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

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

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

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

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

- c. All persons entering onto institution/facility or camp grounds consent to search of their

person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

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

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

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

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

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

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

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

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

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

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

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

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

SOURCE: CCR, Title 15, Section 3174(b)(1) and 4696.

- j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in

appropriate legal action. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

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

36. 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.

37. Tobacco-Free Environment

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

38. 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.

39. 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.

40. Gate Clearance

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

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

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

CCC-307

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

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

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

PAYEE DATA RECORD

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

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

Non-Small Business Preference Request and Subcontractor Acknowledgement

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

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

Subcontractor acknowledgements:

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

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

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

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

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

DARFUR CONTRACTING ACT

Bid Number: 6000001165

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

Select only one of the following options:

OPTION #1 – NO ACTIVITIES OUTSIDE THE US

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

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

OPTION #2 - CERTIFICATION

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

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

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

OPTION #3 – WRITTEN PERMISSION FROM DGS

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

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

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

ACORD**CERTIFICATE OF INSURANCE**

ISSUE DATE (MM/DD/YY)

PRODUCER:

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

COMPANIES AFFORDING COVERAGE

INSURED:

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

COVERAGES

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

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

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

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

CERTIFICATE HOLDER

California Department of Corrections and Rehabilitation
 Office of Business Services
 10000 Goethe Road Suite C-1
 Sacramento, CA 95827
 FAX (916) 255-6187

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

BIDDER DECLARATION

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

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE):** _____ **or None** ____ (If "None," go to Item #2)
- b. Will subcontractors be used for this contract? Yes** ___ **No** ___ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

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

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

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

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

BIDDER DECLARATION Instructions

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

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

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

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

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

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

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

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

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

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

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

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

2. (continued) Column Labels

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

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

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

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

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

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

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

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

Enter “N/A” if the:

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

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

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

Read the certification at the bottom of the page and complete the “Page ___ of ___” accordingly.