

**STATE OF CALIFORNIA**  
**DEPARTMENT OF CORRECTIONS**  
**AND REHABILITATION**  
**INVITATION FOR BID**  
**BID NO. 6000000677**

Date: July 18, 2011

The California Department of Corrections and Rehabilitation (CDCR), Division of Community Partnerships, hereafter referred to as the State, is inviting responses to this Invitation For Bid (IFB) entitled Family Liaison Services Coordinator Program.

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

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

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

- Notice to Prospective Bidders
- Bid Submittal Checklist
- Sample Standard Agreement (STD 213)
- Scope of Work (Exhibit A)
- Budget Detail and Payment Provisions (Exhibit B)
- Bid Proposal (Exhibit B-1)
- Rate Sheet (Exhibit B-2) Electronically downloaded bid package includes an Excel spreadsheet file in addition to the PDF version (for additional information, see Exhibit B-2, first paragraph).
- Non-Expendable (Equipment B-3)
- General Terms and Conditions (Exhibit C)  
*This document is incorporated in this bid package by reference only and is available on the Internet at <http://www.documents.dgs.ca.gov/ols/GTC-307.doc> . If you do not have Internet access, you may request a hard copy of Exhibit C by contacting the contract analyst listed below.*
- Special Terms and Conditions (Exhibit D)
- List of Participating Institutions (Exhibit E)

- List of Regional Accounting Offices (Exhibit F)
- California State Institutions Map (Exhibit G)
- Inmate Application (Exhibit H)
- Assembly Bill 2848 (Exhibit I)
- Line Item Budget Guide (Exhibit J)
- 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)
- GSPD-05-105—Bidder Declaration
- OBS 1500 – Darfur Contracting Act
- OBS 554 – Bid Incentive Request and Subcontractor Acknowledgment.
- OBS 555 – Non-Small Business Preference Request and Subcontractor Acknowledgment.
- Sample Certificate of Insurance
- Disabled Veteran Business Enterprise (DVBE) Resource Package  
*These documents are incorporated in this bid package by reference only and are available on the Internet at <http://www.pd.dgs.ca.gov/Publications/resource.htm> . If you do not have Internet access, you may request a hard copy of the DVBE Resource Package by contacting the contract analyst listed below.*

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

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.

**Julie Thompson**  
**916-255-5672**  
**[Julie.Thompson@cdcr.ca.gov](mailto:Julie.Thompson@cdcr.ca.gov)**  
**California Relay Service 1-800-735-2929**

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

**NOTICE TO PROSPECTIVE BIDDERS**

Family Liaison Services Coordinator Program

**Agreement No. 6000000677**

**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 July 18, 2011

Letters of Inquiry July 25, 2011

Submission of Bid/Public Bid Opening August 15, 2011 at 3:00 p.m.

Anticipated Date for Commencement of Services September 1, 2011 or upon  
Approval whichever occurs later.

Termination of Agreement June 30, 2013

**II. FUNDING**

The State estimates that the total amount of this Agreement shall not exceed \$2,977,880.00.

Estimated Funding for each Region:

<b>FY</b>	<b>Region I</b>	<b>Region II</b>	<b>Region III</b>	<b>Region IV</b>	<b>Region V</b>	<b>2 year Total</b>
11/12	104,822	371,979	223,125	416,635	371,979	<b>\$1,488,540</b>
12/13	104,822	371,979	223,125	416,635	371,979	<b>\$1,488,540</b>
<b>Total</b>	<b>\$209,644</b>	<b>\$743,958</b>	<b>\$446,250</b>	<b>\$833,270</b>	<b>\$743,958</b>	<b>\$2,977,880</b>

Any non-profit organization claiming a profit/service fee on Exhibits B-2 and B-3, Rate Sheets, must provide justification for the fee. This justification shall be attached to Exhibit B-2 and B-3 Rate Sheet and provided at the time of bid submission.

**III. BIDDER QUALIFICATIONS AND LICENSING REQUIREMENTS**

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

## **BIDDER RESPONSIBILITIES & THE BID PACKAGE**

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

All required documents listed in the Bid Submittal Checklist must be included within the sealed bid package. No bid will be considered unless it is made on the CDCR Bid Proposal (Exhibit B-1) and Rate Sheet (Exhibit B-2 through B-4) or facsimile and is in conformance with the submission requirements of this IFB. Additionally, an original, signed copy of all pages of the Contractor Certification Clause (CCC) must be submitted to CDCR with the completed bid package. The State reserves the right to request clarification of any documents included with this bid.

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

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

## **IV. BID SUBMITTAL**

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

MAIL DELIVERY,  
HAND DELIVERY, or  
OVERNIGHT MAIL:

California Department of Corrections and Rehabilitation  
Office of Business Services, Contracts Management Branch  
Attention: Julie Thompson  
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 Family Liaison Services - BID NO. 6000000677 Attention: Julie Thompson - 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.

There will be multiple contracts awarded under this IFB. As indicated on Exhibits B-2 through B-4. The funding limits indicate the maximum funding for each site. Proposals must be included for each fiscal year of the agreement. Each region will be considered a stand alone contract. Bidders must ensure and include annual budgets for each site if they are proposing to bid on multiple sites. Any proposal which exceeds the annual funding amounts specified will be disqualified.

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

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

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

## **V. LETTERS OF INQUIRY**

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

Any letters of inquiry must be submitted in writing to allow CDCR time to research and prepare a response. Submit your letter of inquiry by July 25, 2011, directly to Julie Thompson, Contracts Management Branch, by any of the following:

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

FAX: (916) 255-6187

E-mail: [Julie.Thompson@cdcr.ca.gov](mailto:Julie.Thompson@cdcr.ca.gov)

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

## **VI. PUBLIC BID OPENING**

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

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

**VII. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM**

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

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

**VIII. NONRESPONSIBLE BIDDER**

If a previous Agreement with a prospective bidder was terminated for cause, the State reserves the right to hold a responsibility hearing before awarding the Agreement to determine if the bidder is responsible. The bid may be rejected if the State deems, at the conclusion of the responsibility hearing, that the bidder is not responsible.

**IX. BASIS FOR AWARD**

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

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

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

**X. PROTEST AWARD**

Information regarding the protest of an award may be found by going to [www.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm](http://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 6000000677 for the California Department of Corrections and Rehabilitation"**. Protests **MUST** be mailed to:

ORIGINAL	COPY
Department of General Services Office of Legal Services Attn: Protest Coordinator 707 Third Street, 7 <sup>th</sup> Floor West Sacramento, CA 95605 Fax: (916) 376-5088	<b>HAND or MAIL DELIVERY</b> Department of Corrections and Rehabilitation Office of Business Services, Contract Management Branch 10000 Goethe Road, Suite C-1 Sacramento, CA 95827 Fax: (916) 255-6187

**XI. AGREEMENT EXECUTION**

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

The successful bidder shall enter into an Agreement with the State, which will be prepared on a State of California Standard Agreement (STD 213 form, sample attached) and shall include from this IFB Exhibits A, B, B-1, B-2, B-3, B-4, D, E, F, G, H, I and J.

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

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

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

**XVI. Extension of Term**

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

Enclosures



## BID SUBMITTAL CHECKLIST

### Family Liaison Services Coordinator Program

**BID No. 6000000677**

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

A complete bid will consist of the documents identified below.

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

- \_\_\_\_\_ Bid Proposal (Exhibit B-1)
- \_\_\_\_\_ Rate Sheet (Exhibit B-2 through B-4) For the bidder's convenience, Exhibit B-2 through B-4 is an Excel spreadsheet file. The spreadsheet(s) are password protected and cannot be altered, except where highlighted. The bidder will enter figures or amounts into each of the highlighted cells and print the document.
- \_\_\_\_\_ Non-Expendable Equipment (Exhibit B-5)
- \_\_\_\_\_ Payee Data Record (STD 204)
- \_\_\_\_\_ 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 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.
- \_\_\_\_\_ Resumes
- \_\_\_\_\_ OBS 554 – DVBE Bid Incentive Request and Subcontractor Acknowledgment (if applicable)
- \_\_\_\_\_ OBS 555- Non-Small Business Preference Request & Subcontract Acknowledgment (if applicable)
- \_\_\_\_\_ STD 204 Payee Data Record
- \_\_\_\_\_ GSPD-05-105 Bidder Declaration
- \_\_\_\_\_ CDCR 1786 DVBE Participation in Exempt Contracts (One original)
- \_\_\_\_\_ OBS 1500 Darfur Contracting Act

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](http://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:

## **FAMILY LIAISON SERVICES**

### **I. INTRODUCTION**

The California Department of Corrections and Rehabilitation (CDCR), Division of Adult Programs, Office of Community Partnerships (OCP) is to provide for the Family Liaison Services (FLS) for regional program operations at prison facilities as listed below in paragraph D. (Regional Service Areas).

#### **A. Purpose**

The California Department of Corrections and Rehabilitation (CDCR) FLS provides contract staff who shall offer personal services to inmates in correctional institutions and liaison services between inmates and their families. The purpose of this program is to alleviate inmate anxiety during incarceration and to promote family unity and reunification to increase the number of parole successes, reduce recidivism and enhance public safety. The responsibility of the FLS staff is to facilitate successful parole through the provision of personal services regarding family and personal issues, as defined in this agreement.

Persons incarcerated within a correctional institution often need assistance to obtain basic information that is necessary to resolve family problems and reduce anxiety. The inmate's ability to resolve family problems is exacerbated by the fact that inmates may be incarcerated in one part of California while their families and personal ties may be hundreds of miles away. In 1980, Assembly Bill 2848 (AB 2848) was signed for the provision of personal and family liaison services to incarcerated inmates. The objectives of AB 2848 are identified below:

- Increase direct communication between inmates and their families;
- Increase the number of visits between inmates and their families;
- Increase the number of contacts between institutional staff and the families of inmates;
- Locate relatives with whom an inmate has lost contact; and
- Reduce inmate anxiety regarding family problems.

#### **B. Background Statement**

The FLS is a legislatively mandated program authorized by State law. Services for the program will be provided by a nonprofit agency under the administration of the OCP. The CDCR FLS is a vehicle through which contract staff assists inmates with family related issues, thus enhancing institution and public safety and a successful re-entry into the community.

CDCR is aware that one result from prison confinement is the negative impact on family relationships. It is a policy of CDCR to encourage the maintenance of close contact between an inmate and his/her family to help maintain the morale of the inmate, to sustain family life, and to strengthen the potential for close ties after release.

In 1980, the California Legislature found that (1) incarceration in a State correctional institution impedes the maintenance of family relationships of inmates; (2) the preservation of the family relationships of inmates of correctional institutions is in the public interest

because stability will assist an ex-offender to effectively reintegrate into society; (3) activities designed to maintain family relationships have resulted in an increased number of visits to inmates; (4) maintaining the family relationships of inmates has an impact on reducing the rate of recidivism; and (5) allowing family contact is an effective method of treatment for inmates in correctional institutions. As a result of the findings, the FLS was established to help preserve the family relationships of incarcerated inmates and their families.

### C. Program Goals and Objectives

The goal of this agreement is to contract with nonprofit vendors to provide regionally administered programs for incarcerated inmates and their families that will aid in the establishment of stability in the inmate's relationship to his/her family, reduce involvement in criminal behavior, and reduce the rate of recidivism; thereby, reducing long-term costs to the State. The FLS contractor will accomplish the following specific objectives:

1. Increase the direct communication between inmates and their families by providing counseling, facilitating phone contact, and encouraging letter writing.
2. Increase the number of visits between inmates and their families by providing information on visiting guidelines and providing liaison services to the Visitor Center.
3. Increase the number of contacts between institutional staff and the families of inmates through counseling and outreach efforts.
4. Locate relatives with whom an inmate has lost contact.
5. Reduce inmate anxiety regarding family problems through counseling and other referral services as needed.
6. Recruit and train volunteers to provide assistance in the FLS.

### D. Regional Service Areas

Services will be provided in five designated regions as follows:

Region 1: Northern – Butte, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Mendocino, Modoc, Plumas, Shasta, Siskiyou, Sutter, Tehama, Trinity, Yolo, Yuba;

- High Desert State Prison
- California Correctional Center
- Pelican Bay State Prison

Region 2: Eastern/Valley – Alpine, Amador, Calaveras, El Dorado, Madera, Mariposa, Merced, Mono, Nevada, Placer, Sacramento, San Joaquin, Sierra, Solano, Stanislaus, Tuolumne;

- Central California Women's Facility
- California Medical Facility
- Deuel Vocational Institute
- Folsom State Prison
- Mule Creek State Prison
- California State Prison, Sacramento

- Sierra Conservation Center
- California State Prison, Solano
- Valley State Prison for Women

Region 3: Coastal – Alameda, Contra Costa, Marin, Monterey, Napa, San Benito, San Francisco, San Luis Obispo, San Mateo, Sonoma, Santa Barbara, Santa Clara, Santa Cruz, Ventura;

- California Men's Colony
- Correctional Training Facility
- California State Prison, San Quentin
- Salinas Valley State Prison

Region 4: Central – Fresno, Inyo, Tulare, Kings, Kern;

- Avenal State Prison
- California Correctional Institution
- California State Prison, Corcoran
- Kern Valley State Prison
- North Kern State Prison
- Pleasant Valley State Prison
- Substance Abuse Treatment Facility and State Prison at Corcoran California
- Wasco State Prison

Region 5: Southern – Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego.

- Centinela State Prison
- California Institution for Men
- California Institution for Women
- California Rehabilitation Center
- Chuckawalla Valley State Prison
- Ironwood State Prison
- California State Prison, Los Angeles County
- RJ Donovan Correctional Facility
- Calipatria State Prison

## **II. CONTRACTOR RESPONSIBILITIES**

The Contractor is expected to provide Family Liaison Services in accordance with AB 2848, either directly or through subcontracts, which will include Parenting Skills training and evidence-based Conflict Resolution programs through the use of trained FLS specialists, for inmates within the regional service areas. The Contractor shall provide all administrative services detailed in this agreement and are responsible for the following:

Operational Services

1. Operate a FLS in one or more Regional Service Areas which will accomplish objectives as specified in Assembly Bill 2848. The FLS contractor shall be scheduled to provide services at each institution based on the following schedule: Friday through Sunday, 8:00 a.m. to 5:00 p.m. Monday and Tuesday regular day off, Wednesday and Thursday 12:00 p.m. to 9:00 p.m. (with one-hour lunch as required), however, this schedule can be adjusted by the Contractor with written approval from the Community Resource Manager (CRM) or institution designee. CDCR reserves the right to adjust this schedule based on inmate availability or institutional needs. The Contractor must identify a contingency work plan for FLS staff during institutional lockdowns.

2. Standardized Program Plan (SPP)

To ensure appropriate operational coverage of field staff performing under this contract, the Contractor is required to file a SPP document. The SPP document must list all institutions within the Regional service area with corresponding field staff work schedules, including the Regional Directors. Also, the SPP document must list all administrative staff assigned to this program with their work schedules. The Contractor is responsible for requesting from the OCP Program Manager, in advance, permission to modify any areas within the SPP. No contract staff shall work more hours annually than is budgeted for in the contract without OCP approval.

3. The contractor is required to provide the following services:
  - a. Liaison services between inmates and their families, and assistance to inmates in resolving family problems through counseling and to increase the direct communication between inmates and their families by facilitating phone communication and letter writing. Assist inmates to increase the number of family visits by providing visiting guidelines and information regarding Visitor Center liaison services.
  - b. Counseling, legal referrals, food clothing, transportation, and lodging for the families of inmates.
  - c. Assist in locating relatives with whom inmates have lost contact.
  - d. Reduction of anxiety associated with family problems through counseling and referral services
  - e. Parenting Skills Training at all institutions (*See Section 5. Training Services, below for more details*).
  - f. Evidence-based Conflict Resolution Training at all institutions (*See Section 5. Training Services, below for more details*).
  - g. Provide on a monthly basis an average of 120 inmate service units, 15-hours of training/workshops and up to 25-hours of administrative work (i.e. documenting services provided, data reporting, and other personnel requirements (totaling 160-hours of services average per month, per each institution). All service units must be documented and reported to OCP on a

monthly basis. Partial hour service units are authorized and can be cumulative for the month provided and shall be documented and reported accordingly. When service provided does not fall under one of the areas named below, OCP will determine what assistance qualifies to be counted for service units. A service unit is defined as the delivery of one unit of inmate services/assistance which is equivalent to one-hour of time expended addressing a specific inmate problem with an inmate and/or their families in one of (but not limited to) the following areas:

- Resolving family problems (identify type of problem) through counseling, facilitation, providing referrals
- Provide linkages to Re-entry services for inmates preparing for release
- Family service referrals, facilitation, liaison services
- Increase direct communication between inmate and his/her family by encouraging phone contact and letter writing
- Increase number of visits between inmate and his/her family by providing visiting guidelines and Visitor Center liaison services
- Increase the number of contacts between institutional staff and family of inmate
- Assist in locating relatives of inmate
- Reduce inmate anxiety associated with family problems through counseling, service referrals, and facilitation of visits
- Parenting Skills and Evidence-based Conflict Resolution Workshops

#### 4. Administrative Oversight

The Contractor is required to coordinate program services and requirements as follows:

- a. At contract execution, meet with OCP and institutional administrative staff to outline the delivery of all services (e.g. access to inmates for face-to-face meetings, schedule of Parenting Skills Training and Conflict Resolution Programs;).
- b. Attend scheduled meetings with institution administrative staff as determined by the CRM.
- c. For each program year, complete one annual program satisfaction survey at each institutional site to assess level and quality of services provided under the terms of the contract. The survey shall measure inmate, family and institutional staff program satisfaction. The survey will also evaluate procedures and services used in the operation of the program and the extent to which the inmate population is being reached. An annual written evaluation compiled from the surveys is due to OCP no later than one-month after the annual anniversary of the contract.
- d. Monitor all aspects of the operation and delivery of services at each institution including quarterly fiscal reports, staffing updates, legislative

reports, and staff performance reports. Additionally, the Contractor must develop a process that will enable inmates to submit comments, suggestions, or complaints regarding the services provided by the Contractor's staff, and develop a process for resolving valid complaints.

- e. Maintain routine oral and written communication with each assigned CRM and ensure that all communication that impacts more than one institution is cleared and approved through OCP prior to release. Additionally, the CRM shall be notified by contract staff no later than the end of their shift of any problems and/or incidents that occur.
- f. Ensure that all assigned staff completes mandatory CDCR in-service training or orientation sessions (including refresher training) held at the institutions or at selected regional site(s).
- g. Participate in meetings with CDCR staff for the purpose of evaluating performance under provision of the contract, including corrective actions, and development of program improvement processes.
- h. Ensure FLS business hours are established five days per week and approved by the CRM or institutional designee. The Contractor's key administrative staff (i.e. Regional Director) must be available by telephone or pager service during the regular business hours. Additionally, the Contractor's main office must be available through e-mail.
- i. Submit, in advance to OCP, a monthly schedule of administrative staff assigned.
- j. Ensure that all inmates who request services fill out the appropriate documentation and identify specific problems for tracking purposes.
- k. Ensure inmates are given the opportunity to provide feedback for the services they are receiving through the FLS contract.
- l. Modification to program services must be requested in writing and receive approval in writing from OCP or the CRM prior to implementation.
- m. Media/Press/Credits - The Contractor must consult with OCP in the development of any program data or material to be released to the public, news media, or other professional groups.
- n. The Contractor must submit all program information, reports, brochures, summary documents or press releases and media articles for review and approval by OCP prior to dissemination. The California Department of Corrections and Rehabilitation must be listed in the



credits of all published documents developed, in whole or in part, with contract funds. The Contractor must follow departmental procedures for all issues regarding contact with news media.

## 5. Training Services Programs

### a. Parenting Skills Workshops

Contractor must provide parenting training curriculum and materials. The training sessions shall be held during inmate leisure time hours. The Warden or designee from each institution must approve, in writing, the Parenting Skills Training schedule prior to implementation. The Parenting skills Training shall consist of a 30-hour course whose curriculum has been approved by the OCP. Three sessions of 30 hours each shall be provided to a minimum of 75 inmates per year per institution. Any deviation of this requirement must be approved in writing by the CRM or OCP.

Each inmate must complete the "Application for Parenting Skills" Training" to participate in the program. The training curriculum shall include, but not be limited to:

- Child growth and development
- Parental responsibilities
- Maintaining healthy relationships
- Anger Management
- Letter writing to children
- Reintegration (family life after prison)

### b. Evidence-based Conflict Resolution Workshops

Programs must provide inmate participants with conflict resolution skills. The evidence-based curriculum should include but not be limited to:

- Anger Management
- Trust and mutual support
- Listening skills/communication skills
- Conflict Resolution Skills
- Role Playing

The Conflict Resolution Training shall consist of a 30-hour course whose curriculum has been approved by the OCP. Three sessions of 30 hours each shall be provided to a minimum of 75 inmates per year per institution. Any deviation of this requirement must be approved in writing by the CRM or OCP.

## 6. Staffing Requirements

The Contractor must establish and maintain experienced staff necessary to fill the core mandatory positions identified in the IFB. Staffing operations must also remain

in compliance with the SPP. Staffing hours must take into consideration availability of inmates. The Contractor shall establish and budget for a "Temporary Help" line item to cover staffing needs for employee vacation, sick coverage and temporarily unfilled positions. The Contractor must identify standard accounting and office management functions that will be performed. Any costs associated must be displayed in the budget.

The Contractor will be responsible for recruiting, training, and supervising all contract staff. The minimum age requirement for any contracted field staff is 21 years of age. The required staffing levels are listed below and are followed by specific minimum qualifications for each position. A full-time equivalent (FTE) position of 1.0 is equal to an average of 40 hours per week over a year period at 100 percent project time. All staff must meet minimum qualifications regardless of time base. Any deviation from minimum qualifications must be approved in writing by OCP.

The Contractor must not have any position vacant for more than 90 days. In the event a position is vacant, the contractor must attempt to fill the vacancy as soon as possible and provide proof of recruitment efforts to OCP while the position is vacant on at least a monthly basis.

A. Director

The Director will be the contracted staff person with the overall administrative responsibility for the delivery of services at all institutions within the region. Under the direction of the OCP, the planning and implementation of the program will rest with this position. The Director ensures program oversight, management, program monitoring, quality assurance, staff selection/recruitment, staff retention, staff training, audit compliance, and submission of all required fiscal invoices and all required program reports to the CDCR.

The Director must have a four-year college degree in the Social Sciences or a related behavioral science field or four cumulative years of administrative and/or management responsibility in service delivery for incarcerated adults or the criminal justice/prison population.

The Director's core job responsibilities include:

- Oversee project budget to ensure that operational costs do not exceed the funding generated by the program cost reimbursement;
- Supervision and management of all administrative, fiscal, and related secretarial staff;
- Ensure overall program efficiency; and ensure compliance with all contractual requirements;
- Supervise, train, monitor, take disciplinary action, evaluate staff performance, and direct all of the Family Liaison staff on their duties and program goals in their respective regions;

- Write any required reports on service delivery and/or provide evaluation updates on FLS operations in their region;
- Meet with the CRMs in their respective regions at least quarterly to discuss operational issues and program improvements;
- Contact CRMs monthly by telephone;
- Provide management of position advertisement, hiring and retention of contracted staff;
- Recruit, train and monitor volunteers in coordination with assigned CRM.

**B. Family Liaison Service Specialists**  
(Full-time positions authorized)

The Family Liaison Service Specialist (FLSS) must have a two-year college degree in the criminal justice or social science or two years of documented experience in group facilitation and/or case management in the area of criminal justice or social service.

The FLSS's core job responsibilities and duties include:

- Conduct face-to-face interviews with inmates requesting services related to family issues;
- Assist inmates with increasing direct communication and number of visits between inmates and their families;
- Assist inmates to locate relatives with whom they've lost contact;
- Facilitate provision of or provide counseling for re-entry for inmates;
- Provide liaison services, in emergencies, for counseling, legal services, food, clothing, transportation, and lodging for families of inmates;
- Provide Parenting Skills Training and Conflict Resolution programming in a classroom setting;
- Demonstrate excellent public speaking skills, social interactive skills, training skills, and judgment.
- Write monthly reports and submit copies to the institution's CRM and the OCP;
- Document all service units, area of assistance, and assistance results.
- Work 40-hours per week on a schedule approved by the CRM or OCP.

**7. Staff Training**

The Contractor is responsible for the training and certification of all employed contracted staff selected throughout the duration of the contract. Training records/logs must be maintained to document employee participation in training as well as training speakers, training content, and training dates. A minimum of one regional training session will be held each year for all FLS staff. In addition, small group training sessions shall be scheduled as needed. The date, agenda items, time and duration of the regional training, and any small group training, must be approved in writing by OCP 30 days in advance of the training.

Contractor field staff is required to undergo CDCR's New Employee Orientation prior to reporting for work at their institution. New Employee Orientation is provided by Institution staff by means of In-Services Training (IST). This orientation consists of approximately five days of training conducted at the institution. The Contractor must contact the CRM at the institution to sign-up for the next available New Employee Orientation. Contractor field staff is also required to attend "Block Training" in order to update and review information provided in the New Employee Orientation. Block Training is given by the institution and scheduled through the CRM. Block Training includes, but is not limited to, over-familiarity, safety, and security issues. Additional training may be required by the institution as various problems/issues arise at the institution during the course of this contract.

#### 8. Program Reports

The Contractor must:

- a. Maintain a **Monthly Program Report on Inmates and Family Liaison Services** to reflect the number of inmates served and the number of service units per month including problems by category and resolution for each service unit. This report will document the inmate's name, CDCR number, description of problem. Additionally, this report should display information concerning parenting skills and evidence-based conflict resolution workshops. Data should include, at a minimum, waiting list, enrollment, dropouts (with reasons), and training completed. Any problems or incidents that occur during the month must be included in this report. Copies of this monthly report must be submitted to the CRM by the 15<sup>th</sup> of each month and reflect the preceding month's data. A copy of these reports must be kept on site and made available for Program Accountability Reviews (PAR) conducted by OCP.
- b. Submit a Regional **Quarterly Progress Report** which will include a summary of the information provided in the Monthly Program Report and a brief discussion on policy developments, program direction, program constraints/barriers, program impact on clients, individual institutional problems and/or successes, and newsworthy events. Additionally, the report will include a summary of issues discussed at the quarterly meetings with the CRM and the institution's administrative staff. Reports are due no later than one month after each quarter (i.e. January, April, July and October).
- c. Submit **Monthly Invoice Reports and supporting documentation** giving monthly and cumulative information, by category and line item and percent of budget used to date and financial information on outside funding sources providing support to this program, including fundraising activities generated through the use of contract funds by program site. Contractor is responsible for strictly ensuring that all costs claimed are allowable under the Line Item Budget Guide (LIBG). Contractor will be liable for any costs found to be disallowed through the CDCR audit process. Invoice approval by OCP does not preclude a fiscal audit of costs claimed therein.

The Contractor shall submit the original invoice and one copy detailing the previous month's expenditures to OCP for approval no later than the 15<sup>th</sup> of each month. Invoice packages that are incomplete, improperly prepared or missing the required supporting documentation will be returned to the Contractor for corrections and/or submission of the proper documentation before payments are made. CDCR reserves the right to request at any time, any additional supporting documentation it deems necessary to determine the validity of the claim.

The CDCR reserves the right to revise the invoice form and /or the processing procedures to suit the needs of the State without processing an Amendment to the Agreement.

d. Prepare and submit to OCP a final draft of an **Annual Legislative Report** which includes:

- Information identifying the problems of each inmate served.
- A description of the methods used to resolve the problems of each inmate served.
- A demonstration of the impact of the methods used through indicators such as visits arranged, specific problems solved, relatives located, and communications established or reestablished between inmates and their families (as documented through program surveys).
- A quantitative and narrative description of the services that were rendered.
- A description of services obtained or coordinated with public or private agencies.
- A description of other community resources that were utilized including volunteers.
- A summary of staff and inmate surveys that reflect inmate feedback concerning FLS. This report should include a section on services requested that were not resolved.

The annual report period will be from July through June for each fiscal year. The final draft of the annual report is due to OCP no later than August 15<sup>th</sup> for the preceding fiscal year.

#### 9. Data Management System

The Contractor shall maintain participant and program data for reporting, evaluating, and program quality improvement(s). Data on participant characteristics shall include data elements necessary to uniquely identify participants, evaluate program and support monthly, quarterly, and annual legislative reporting. Data collection must be compatible with CDCR computer systems. In addition, the Contractor must cooperate in the evaluation of the program and assist CDCR in any data collection efforts and program analysis.

10. Fundraising Limitations

The Contractor must ensure that program funding is not used for any non-program functions and activities. As used in this paragraph, "contract program funding" includes but is not limited to any and all donations raised through fundraising events in which CDCR FLS contract staff time and/or funds are utilized. Institution fundraising events must be approved in advance by the CRM. Any fundraising conducted by administrative staff must be approved in advanced by OCP. Fundraising is not prohibited but is a function considered secondary to staff provision of required services. Financial records (receipts and expenditures) must be maintained and submitted with Contractor's monthly invoice. *Funds are not allowable if they supplant program costs.*

11. FLS Policies and Procedures

Contractor must develop and maintain a written program procedure manual addressing every aspect of the program's daily operation. The manual must be approved by CDCR no later than 60 days after contract execution and must include but not be limited to:

- a. Contracted staff selection process and training which adheres to the Penal Code and CDCR mandates and requirements regarding the initial screening, testing and background investigation of all successful candidates considered for employment. All field employees must be approved in writing by the appropriate CRM, prior to reporting to duty, and must complete the Institution's New Employee Orientation Training prior to beginning work assignment. New field staff is allowed to travel to other institutions to observe experienced staff while waiting for scheduled CDCR New Employee Orientation Training. The OCP may be invited to evaluate all Family Liaison Services interviews.
- b. Job descriptions, job qualifications, salary schedules, and pay periods for every position used in this program.
- c. Probationary period for employees followed by annual work performance evaluations. Grievance and appeal procedures must be available for all employees.
- d. Documented Annual In-Service Training. CDCR requires a minimum of four hours orientation training and an additional 16 hours of visiting and regulations, over familiarity, and safety/security training. The Contractor will provide 16 hours of program-related training semi-annually.
- e. Prohibition of all forms of discrimination including sexual harassment of employees, job applicants, visitors, the general public, and inmates.
- f. Written policy on nepotism in compliance with CDCR policy which prohibits direct supervision and work performance evaluations of family members. (Refer to DOM Section 33010.25.).

- g. Adoption of written policy and procedures on conflict of interest.
- h. Written policy and procedures in compliance with CDCR policy that prohibits employees and volunteers from over familiarization and fraternization with inmates and their families and friends (refer to Title 15, Article 2, Section 3400).
- i. Written contingency work plan to be implemented in the event of job vacancies due to termination, resignation, vacation, sick leave, leaves of absence coverage or employee job actions which may disrupt the program's daily operation.
- j. The application, screening, assignment, supervision, and performance evaluation of all private citizens volunteering in program.
- k. Contractor personnel staff assigned to work at an institution must submit a work schedule to the CRMs and sign in and out upon entering and exiting the security perimeter areas of the institution.
- l. Contractor must provide a personnel application form for each employee and maintain ongoing time records for all staff covered by this contract. Applicants for Key Administrative positions must be approved by OCP prior to being hired or assigned to this contract. This process must be kept up-to-date indicating the new hires, status changes, and periods of vacancy for each position by title, pay rate, time base, and institutional location of responsibility. FLS staff members' time records must be signed by the employees and their Regional Director, and a copy must be provided to the CRM.
- m. A copy of the contractor's updated personnel roster (including all newly hired employees and vacant positions) must be submitted with each monthly invoice to OCP. Vacancies that extend beyond two months must be justified in writing to OCP as an attachment to the invoice.
- n. Written evaluations must be completed yearly for all contract staff. Evaluations of field staff must include written input from the CRM.

### **III. CDCR RESPONSIBILITIES**

The CDCR-OCP provides overall program coordination, oversight, and administration for the FLS Contract. The CRM at the institution serves as the on-site monitor. OCP will review any communication that impacts more than one institution and will retain administrative responsibility for all program operations.

- 1. CDCR-OCP is responsible for:
  - Administering, monitoring, and evaluating the FLS contract;
  - Serving as the primary liaison between the Contractor and CDCR;
  - Facilitating Contractor access to the institutions when appropriate;
  - Coordinating technical assistance for the Contractor regarding program operations and correctional policy, as needed and;

- Defining elements for required data compilation, studies, and reports submitted by Contractor.
2. The institutions will provide the following for FLS operations:
    - Institutional clearance for contractor staff as required for operating within the institution security perimeter.
    - Office space as appropriate for contractor field staff assigned to work at an institution and for inmate interaction (operating budgets submitted by the contractors must include all other costs associated with the administration and operation of the program).
    - Safety and security for inmates and contracted staff assigned to FLS.
    - In-service training concerning safety/security issues and institution orientation.
  3. Performance Measures:

CDCR-OCP will document performance of contractor through periodic PAR. The PAR will ensure the contractor's compliance with this contract and also identify program successes. Each contractor must adhere to program requirements and findings of non-compliance will result in the issuance of Corrective Actions. The contractor must make every effort to correct any non-compliance issues generating a corrective action plan within the time specified by OCP. The contractor will have the opportunity to rebut findings with which they do not agree. Failure in the performance of services as outlined in this contract may result in termination of the contract.
  4. The State reserves the right to extend this contract for one additional year with no increase in service cost. The rates applied for this additional year will be those specified in Exhibit B-2, Rate Sheet, for fiscal year 2012/2013.

#### IV. **PROGRAM DEFINITIONS**

Appropriate Training/Certifications – To be certified to conduct any course, the facilitator must successfully complete an established training program conducted by an organization recognized to have expertise in the field of Anger Management. This will occur within their first six (6) months of employment or the first six (6) months directly following the award of the contract.

Community Resources Manager (CRM) - This CDCR staff member is responsible for monitoring on-site institutional security and performance activities of the Contractor and for monitoring contract staff hours and evaluations for on-site contractor's staff.

Conflict Resolution Program – This program consists of an evidence-based curriculum that includes instruction on appropriate alternatives to reduce violence. Inmates are introduced to the concepts of awareness, choice, consequences, increased self-responsibility, anger management, and conflict resolution skills.

Department Operations Manual (DOM) - A manual prepared and updated by CDCR that identifies California Penal Code authority, as well as other State and federal regulations that impinge on the custody and management of inmates and describes all facets of departmental guidelines and operations.



Inmate - A person in custody of the Department of Corrections and Rehabilitation who has not been paroled (inmate and prisoner are synonymous terms).

Key Administrative Staff – Employees at the level of Executive Director or Regional Director.

Non-Compliance - Contractor fails to meet operational and contractual obligations as defined in the contract.

Office of Community Partnerships (OCP) – An office under the direction of CDCR Division of Adult Rehabilitative Programs responsible for providing oversight and monitoring of the Family Liaison Services contract.

Penal Code - The body of California laws dealing with various crimes or offenses and their legal penalties.

Personal Contact - When an FLSS has personal contact with an inmate, inmate family, and/or institutional staff or outside agencies. For example, counseling, meetings with families in visiting room and meetings with outside agencies, would be considered personal contact.

Service Unit - Is defined as the delivery of one unit of inmate services/assistance which is equivalent to one-hour of time expended addressing a specific inmate problem with an inmate and/or their families

Standardized Program Plan (SPP) – This plan lists all work hours/weekly authorized for each position at each institution statewide under the contract. It can only be modified with OCP's approval.

Title 15 - In the California Code of Regulations, it represents Division 3, Department of Corrections and Rehabilitation, Chapter 1, and is known as the Director's Rules which provides directions on Adult Program operations.

Visitor – A person who has prior arrangements and clearance to meet with an incarcerated inmate during regular institution visiting hours.

Volunteer – A person, cleared by the institution that performs or gives his/her service of his/her own free will without monetary compensation. Volunteers must have prior approval from the CRM and complete required orientation prior to beginning work.

## **I. Department of Corrections and Rehabilitation Contact Information**

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

### **Billing/Payment Issues:**

California Department of Corrections and Rehabilitation

Headquarters Accounting Services  
P. O. Box 187019  
Sacramento, CA 95818

**Scope of Work/Performance Issues:**

Office of Community Partnerships  
Vivian Dobson, AGPA  
Phone Number: (916) 324-6387  
FAX Number: (916) 324-8290

**General Contract Issues:**

Office of Business Services  
Phone Number: (916) 255-5672  
FAX Number: (916) 255-6187

**1. Invoicing and Payment**

- a. For services satisfactorily rendered, and upon receipt and approval of contractor's invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with Exhibit B-1, Bid Proposal and the rates specified herein on Exhibit B-2 through B-4, Rate Sheets, which are attached hereto and made a part of this Agreement.
- b. Number of Positions column listed on the B-2 through B-4, Rate Sheets, shall reflect for each individual position the total number of filled and paid positions. In addition, all positions within the same classification, but with different pay rates shall be listed separately.
- c. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:  
California Department of Corrections and Rehabilitation (CDCR)  
Headquarters Accounting Office  
P.O. Box 187018  
Sacramento, CA 95818-7018

**2. Budget Contingency Clause**

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

**3. Prompt Payment Clause**

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

**4. Subcontractors**

Nothing contained in this Agreement shall create any contractual relationship between the State and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of

persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**5. Advance Payment for Nonprofit Organizations**

Pursuant to Government Code Section 11019, Contractor may request an advance payment for the fiscal year(s) covered by this agreement, which shall not exceed twenty-five percent (25%) of the annual project budget for each fiscal year (FY). The State will review and determine the need for an advance payment using criteria contained in the Department's "Plan for Advance Payments to Community-Based, Private, Nonprofit Agencies."

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

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

The State shall recover one-twelfth (1/12) of the advance payment each month by the reduction of monthly invoices submitted for payment by the Contractor in accordance with the project budget amount for each FY. Invoices submitted for payment by the Contractor, in accordance with the budget proposal, will be reduced by the monthly installment amount. In the event that submitted invoices are less than the monthly installment, the remaining balance will be deducted from subsequent invoices.

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

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

**FAMILY LIAISON SERVICES**

The bidder hereby agrees to provide all labor, materials, supplies, licenses, permits, equipment and transportation necessary to perform all services required for the foregoing titled work in accordance with the Scope of Work, all Terms and Conditions, Disabled Veteran Business Enterprise (DVBE) requirements, if applicable, and such addenda thereto as may be issued before the public bid opening date, at the rates set forth by the bidder in Exhibit B-2 through B-4, Rate Sheet. Exhibit B-2 through B-4, **must** be submitted with this bid proposal.

Exhibit B-2 through B-4, shall remain in force for the stated term of this Agreement and shall include every item of expense, direct and indirect, including any taxes incidental to the specified rates.

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

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

CDCR reserves the right to include additional institution(s) or delete institution(s) which no longer require this service. The additional institution(s) will be included in the appropriate Institution Group and the bid rate for that group shall apply.

Bidder shall set forth rates in clear, legible figures in the spaces provided in Exhibit B-2 through B-4. Failure to provide the required lump sum total shall be cause for rejection of your bid.

### **SMALL BUSINESS PREFERENCE**

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

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

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

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

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

### **DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE**

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

### **Non-Information Technology (IT) Services**

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

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

For certification and preference approval process information, contact the OSDS by telephone at (916) 375-4940 or access the OSDS Internet website at:

### **Award Based on Low Price**

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

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

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

### **NON-SMALL BUSINESS PREFERENCE REQUEST**

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



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

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

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

### **NONPROFIT VETERAN SERVICE AGENCY (NVSA) SMALL BUSINESS PREFERENCE**

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

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

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

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

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

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

CDCR must identify all contractors, subcontractors and consultants who will provide labor or render services in the performance of this Agreement and further identify whether any of the listed subcontractors and consultants are a certified Small/Micro business, or a certified DVBE. Therefore, the bidder must complete a Subcontractor/Consultant List. If any changes occur in the submitted original Bid Declaration Written 08-09 (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 section below, your business shall be classified as a large business which will

preclude your bid from receiving the five percent (5%) Small/Micro business preference and cause incorrect reporting of Small/Micro business and large business participation by CDCR.

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

**PRIME CONTRACTOR NAME:** \_\_\_\_\_

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

## NON-EXPENDABLE EQUIPMENT

List all types of non-expendable equipment to be utilized with this project. Budgeted costs for non-expendable equipment reflect payment made per month during the term of the contract. Attach additional sheets if necessary.

EQUIPMENT ITEM and SERIAL NUMBER	RENT COST or LEASE COST  (indicate monthly cost paid per month)	DEPRECIATION  (if straight line method is not used, support justification indicating the depreciation method used <u>must</u> be submitted)
	Rent Cost: \$ _____ per month  Lease Cost: \$ _____ per month	Acquisition Cost: \$ _____ Useful Life: ____ years Depreciation Cost: \$ _____ per month
	Rent Cost: \$ _____ per month  Lease Cost: \$ _____ per month	Acquisition Cost: \$ _____ Useful Life: ____ years Depreciation Cost: \$ _____ per month
	Rent Cost: \$ _____ per month  Lease Cost: \$ _____ per month	Acquisition Cost: \$ _____ Useful Life: ____ years Depreciation Cost: \$ _____ per month
	Rent Cost: \$ _____ per month  Lease Cost: \$ _____ per month	Acquisition Cost: \$ _____ Useful Life: ____ years Depreciation Cost: \$ _____ per month
	Rent Cost: \$ _____ per month  Lease Cost: \$ _____ per month	Acquisition Cost: \$ _____ Useful Life: ____ years Depreciation Cost: \$ _____ per month

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

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

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

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

a. **Final Payment**

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

b. **Informal Appeal**

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

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

c. **Formal Appeal**

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

(SUBJECT)

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

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

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

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

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

**d. Further Resolution**

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

**e. Contract Disputes with Public Entities**

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

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

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

Additionally, the State reserves the right to terminate this Agreement subject to thirty (30) calendar days written notice to the contractor should it be later identified as a service which can be

consolidated into a statewide/regionalized Agreement. The State may exercise its option to cancel the remaining years of this Agreement, should it be decided that with additional institutions and/or sites, the State will receive a better rate for the same service.

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

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

### **3. Responsibility Hearing**

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

### **4. Confidentiality of Data**

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

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

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

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

### **5. Liability for Loss and Damages**

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

**6. Computer Software Management Memo**

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

**7. Accounting Principles**

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

**8. Liability for Nonconforming Work**

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

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

**9. Subcontractor/Consultant Information**

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

**10. Contract Violations**

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

**11. Temporary Nonperformance**

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

## **12. Extension of Term**

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

## **13. Employment of Ex-Offenders**

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

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

## **14. Electronic Waste Recycling**

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

## **15. Tax**

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

## **16. Licenses and Permits**

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

In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, contractor agrees to provide CDCR with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the contractor fails to keep in effect at all



times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

#### **17. Permits and Certifications from State Board of Equalization**

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

#### **18. Darfur Contracting Act**

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

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

#### **19. Conflict of Interest**

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

##### **a. Contractors and Their Employees**

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

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

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

**b. Current State Employees**

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

**c. Former State Employees**

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

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

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

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

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

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

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

## **20. Disclosure**

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

## **21. Security Clearance/Fingerprinting**

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

## **22. Notification of Personnel Changes**

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

**23. Non Eligible Alien Certification**

By signing this Agreement Contractor certifies, under penalty of perjury, that Contractor, who is a sole proprietor, is not a nonqualified alien as that term is defined by the United States Code (U.S.C.) Title 8, Chapter 14, Section 1621 et seq.

**24. Hiring Considerations**

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

**25. Contractor Employee Misconduct**

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

**26. Workers' Compensation**

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

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

compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

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

## **27. Insurance Requirements**

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

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

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

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

The certificate of insurance must include the following provisions:

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

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

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

## **28. Disabled Veteran Business Enterprise (DVBE)**

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

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

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

## **29. 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, 14838.6, 14839, 14842, 14842.5

Military and Veterans Code (MVC) Sections 999, 999.6, 999.9

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

## **30. Travel**

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

## **31. Tuberculosis (TB) Testing**

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

basis is defined as having contact with inmates/parolees in confined 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:***

**32. Blood borne Pathogens**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



#### **34. Clothing Restrictions**

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

#### **35. 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.

#### **36. Prison Rape Elimination Policy**

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

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

#### **37. Security Regulations**

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

- f. Electronic and communicative devices such as pagers, cell phones and cameras/micro cameras are not permitted on institution grounds.
- g. Contractor, contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

### **38. Gate Clearance**

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

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

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

**Family Liaison Services Coordinator Program**

<b>Institution</b>	<b>Institution</b>
<b>Avenal State Prison (ASP)</b> 1 Kings Way Avenal, CA 93204 (559) 386-7426; Fax (559) 386-7461	<b>California Correctional Center (CCC)</b> 711-045 Center Road Susanville, CA 96127 (530) 257-2181 x1217; Fax (530) 252-3038
<b>California Correctional Institution (CCI)</b> End of Highway 202 Tehachapi, CA 93561 (661) 822-4402; Fax (661) 823-5043	<b>California Institution for Men (CIM)</b> 14901 South Central Avenue Chino, CA 91710 (909) 606-7192; Fax (909) 606-7009
<b>California Institution for Women (CIW)</b> 16756 Chino-Corona Road Frontera, CA 92880 (909) 597-1771; Fax (909) 393-8061	<b>California Medical Facility (CMF)</b> 1600 California Drive Vacaville, CA 95687 (707) 453-7040; Fax (707) 453-7027
<b>California Mens Colony (CMC)</b> Highway 1 San Luis Obispo, CA 93409-8101 (805) 547-7900; Fax (805) 547-7513	<b>California Rehabilitation Center (CRC)</b> 5 <sup>th</sup> Street & Western Norco, CA 91760 (909) 737-2683; Fax: (909) 736-1488
<b>California State Prison–Corcoran (COR)</b> 4001 King Avenue Corcoran, CA 93212-8309 (559) 992-8800 x7992; Fax (559) 992-6196	<b>California State Prison, Los Angeles County (LAC)</b> 44750 60 <sup>th</sup> Street West Lancaster, CA 93536-7620 (661) 729-2000 x7046; Fax: (661) 729-6909
<b>California State Prison–Sacramento (SAC)</b> Prison Road Represa, CA 95671 (916) 985-8610 x6170; Fax (916) 985-3521	<b>California State Prison – San Quentin (SQ)</b> San Quentin, CA 94964 (415) 454-1460; Fax (415) 455-5091
<b>California State Prison – Solano (SOL)</b> 2100 Peabody Road Vacaville, CA 95687 (707) 451-0182; Fax (707) 454-3205	<b>California Substance Abuse Treatment Facility and State Prison at Corcoran (CSATF-CSA)</b> 900 Quebec Avenue Corcoran, CA 93212 (559) 992-7100 x5434; Fax (559) 992-7104
<b>Calipatria State Prison (CAL)</b> 7018 Blair Road Calipatria, CA 92233 (760) 348-7000; Fax (760) 348-7169	<b>Centinela State Prison (CEN)</b> 2302 Brown Road Imperial, CA 92251 (760) 337-7900 x7080; Fax (760) 337-7665
<b>Central California Women’s Facility (CCWF)</b> 23370 Road 22 Chowchilla, CA 93610 (559) 665-5531 x7012; Fax (559) 665-6064	<b>Chuckawalla Valley State Prison (CVSP)</b> 19025 Wileys Well Road Blythe, CA 92225 (760) 922-5300 x5225; Fax (760) 922-9780
<b>Correctional Training Facility (CTF)</b> Highway 101N	<b>Deuel Vocational Institution (DVI)</b> 23500 Kasson Road

Contractor  
California Department of Corrections and Rehabilitation  
List of Participating Institutions

Bid No. 6000000677  
Exhibit E

Soledad, CA 93960 (831) 678-3951; Fax: (831) 678-5907	Tracy, CA 95376 (209) 835-4141 x5420; Fax (209) 830-3808
<b>Institution</b>	<b>Institution</b>
<b>Folsom State Prison (FSP)</b> Prison Road Represa, CA 95671 (916) 985-2561 x3034; Fax (916) 351-3001	<b>High Desert State Prison (HDSP)</b> 475-750 Rice Canyon Road Susanville, CA 96130 (530) 251-5100 x5400; Fax (530) 251-5101
<b>Ironwood State Prison (ISP)</b> 19005 Wileys Well Road Blythe, CA 92225 (760) 921-3000; Fax (760) 921-4395	<b>Kern Valley State Prison (KV)</b> 3000 West Cecil Avenue Delano, CA 93215 (661)721-6314; Fax
<b>Mule Creek State Prison (MC)</b> 4001 Highway 104 Ione, CA 95640 (209) 274-4911; Fax (209) 274-4861	<b>North Kern State Prison (NK)</b> 2737 West Cecil Avenue Delano, CA 93215 (661) 721-2345; Fax (661) 721-2913
<b>Pleasant Valley State Prison (PVSP)</b> 24863 West Jayne Avenue Coalinga, CA 93210 (559) 935-4900 x5433; Fax (559) 935-7081	<b>Pelican Bay State Prison (PB)</b> 5905 Lake Earl Drive Crescent City, CA 95531 (707) 465-1000; Fax (707) 465-9107
<b>Richard J. Donovan Correctional Facility at Rock Mountain (RJD)</b> 480 Alta Road San Diego, CA 92179 (619) 661-6500; Fax (619) 661-6253	<b>Salinas Valley State Prison (SVSP)</b> 31625 Highway 101 Soledad, CA 93960 (831) 678-5500; Fax (831) 678-5503
<b>Sierra Conservation Center (SCC)</b> 5100 O' Byrnes Ferry Road Jamestown, CA 95327 (209) 984-5291 x5536; Fax (209) 984-0151	<b>Valley State Prison for Women (VSPW)</b> 21633 Avenue 24 Chowchilla, CA 93610 (559) 665-6100; Fax (559) 665-6102
<b>Wasco State Prison Reception Center (WSP)</b> 701 Scofield Avenue Wasco, CA 93280 (661) 758-8400 x5975; Fax (661) 758-7088	

**Family Liaison Services Coordinator Program**

<b><u>Accounting Office</u></b>	<b><u>Institutions/Facility Served</u></b>	<b><u>Drive</u></b>
<b><u>Bakersfield</u></b> P.O. Box 12050 Bakersfield, CA 93389 (661) 334-3702 FAX (661) 334-3744	California Correctional Institution (CCI) Kern Valley State Prison (KV) California State Prison - Los Angeles County (LAC) North Kern State Prison (NK) Wasco State Prison - Reception Center (WSP)	K
<b><u>Central Coast</u></b> P.O. Box 7021 Paso Robles, CA 93447-7021 (805) 237-3041 FAX (805) 237-3137	Avenal State Prison (ASP) California Men's Colony (CMC) Correctional Training Facility (CTF) Pleasant Valley State Prison (PV) Salinas Valley State Prison (SV)	Z
<b><u>Central Valley</u></b> P.O. Box 4147 Stockton, CA 95204-0147 (209) 948-7028 FAX (209) 948-7162	Richard A McGee Correctional Training Center (CTC) Deuel Vocational Institution (DVI) Mule Creek State Prison (MC) Northern California Re-entry Facility (NCRF) Sierra Conservation Center (SCC)	V
<b><u>Corcoran</u></b> P.O. Box 5240 Corcoran, CA 93212 (559) 992-7073 FAX (559) 992-7020	Central California Women's Facility (CCWF) California State Prison - Corcoran (COR) California Substance Abuse Treatment Facility (CSATF) Valley State Prison for Women (VSPW)	W
<b><u>North Coast</u></b> P.O. Box 187016 Sacramento, CA 95818-7016 (916) 255-2042 FAX (916) 255-5419	California Medical Facility (CMF) Pelican Bay State Prison (PB) California State Prison - Solano (SOL) California State Prison - San Quentin (SQ)	N
<b><u>Sacramento</u></b> P.O. Box 187015 Sacramento, CA 95818-7015 (916) 255-2042 FAX (916) 255-2103	California Correctional Center (CCC) Folsom State Prison (FSP) High Desert State Prison (HD) California State Prison - Sacramento (SAC)	S
<b><u>El Centro</u></b> P.O. Box C5282 El Centro, CA 92244 (760) 337-4810 FAX (760) 337-4845	Calipatria State Prison (CAL) Centinela State Prison (CEN) Chuckwalla Valley State Prison (CV) Ironwood State Prison (ISP) Richard J. Donovan Correctional Facility (RJD)	X
<b><u>Southern California</u></b> P.O. Box 6000 Rancho Cucamonga, CA 91729-6000 (909) 483-1543 FAX (909) 483-1548	California Institution for Men (CIM) California Institution for Women (CIW) California Rehabilitation Center - Norco (CRC) Heman G. Stark Youth Correctional Facility (HGCS) Southern Youth Correctional Reception Center and Clinic (SR) Ventura Youth Correctional Facility (VNT)	H
<b><u>Headquarters</u></b> P.O. Box 187018 Sacramento, CA 95818-7018 (916) 255-2042 FAX (916) 255-5411	Central Office (HQ)	Q
<b><u>Northern Regional Accounting Office</u></b> <b><u>Juvenile Justice</u></b> P.O. Box 213004 Stockton, CA 95213-9004 (209) 944-6186 FAX (209) 944-6192	El Paso de Robles Youth Correctional Facility (EP) Northern California Youth Correctional Center (NCYC) Preston Youth Correctional Facility (PR) Pine Grove Youth Conservation Camp (PGC)	Q By index #



<b><i>STUDENT INTAKE</i></b>
<ul style="list-style-type: none"><li>• Inmate name and I.D. number</li><li>• Inmate ethnicity</li><li>• Marital status</li><li>• Number of children</li><li>• Age of children and birthdates</li><li>• Sex of children</li><li>• Ethnicity of children</li><li>• Who is the legal guardian?</li><li>• Where does each child reside? (Zip code)</li><li>• Where does the child's (or children's) mother/father reside? (Zip code)</li><li>• Is inmate under court order to obtain parenting training?</li><li>• Court location (Zip code)</li></ul>



<b><i>STUDENT TRAINING RESULTS</i></b>
<ul style="list-style-type: none"><li>• Topics covered (itemized)</li><li>• Date completed per topic</li><li>• Number of instruction hours completed per topic</li><li>• Certificate earned and date completed</li><li>• Program overview and letter of completion provided to inmate student (date)</li><li>• Reason for dropping training course for all incompletes</li></ul>

ASSEMBLY BILL NO. 2848

An act relating to correctional institutions, and making an appropriation therefore (Approved by Governor September 19, 1980. Filed with Secretary of State September 21, 1980.)

LEGISLATIVE COUNSEL'S DIGEST

AB 2848, Egeland. Correctional institutions.

Existing law does not require the Department of Corrections to contract with private nonprofit agencies to provide personnel to correctional institutions who will assist in the accomplishment of designated objectives concerning improvement of the relationship between inmates and their families.

This bill would require the department to make such contracts.

This bill would appropriate \$45,000 to the Department of Corrections for such purposes.

Appropriation: yes

*The people of the State of California do enact as follows:*

SEC 1. The Legislature finds that (a) incarceration in a state correctional institution impedes the maintenance of family relationships of inmates; (b) the preservation of the family relationships of inmates of correctional institutions is in the public interest because the stability will assist an ex-offender to effectively reintegrate into society; (c) activities designed to maintain family relationships have resulted in an increased number of visits to inmates; (d) maintaining the family relationships of inmates has an impact on reducing the rate of recidivism; and (e) allowing family contact is an effective method of treatment for inmates of correctional institutions.

SEC 2. The Department of Corrections shall contract with private nonprofit agencies to provide personnel to correctional institutions who shall assist in the accomplishment of all of the following objectives;

- (a) An increase in the direct communication between inmates and their families.
- (b) An increase in the number of visits between inmates and their families.
- (c) An increase in the number of contacts between institutional staff and their families of inmates.
- (d) The location of relatives with whom an inmate has lost contact.
- (e) The reduction of inmate anxiety regarding family problems.

SEC 3. The personnel provided pursuant to Section 2 shall provide all of the following services, in addition to any other services that the department shall deem appropriate:

- (a) Facilitation of provision of liaison services between inmates and their families, and provision of assistance to inmates in resolving family problems.
- (b) Facilitation of provision of counseling, reentry, employment, or educational services for inmates.
- (c) Facilitation of provision, in emergencies, of counseling, legal services, food, clothing, transportation, and lodging for the families of inmates.
- (d) Provision of direct contact with inmates by project staff members who are physically present in correctional institutions.



SEC 4. Commencing January 1, 1982, any private nonprofit agency which receives funds pursuant to this act shall submit an annual report containing all of the following information to the Department of Corrections:

- (a) Information identifying the problems of each inmate served.
- (b) A description of the methods used to resolve the problems of each inmate served.
- (c) A demonstration of the impact of the methods used through indicators such as visits arranged, specific problems solved, relatives located, and communications established or reestablished between inmates and their families. Commencing on March 1, 1982, the department shall submit an annual report to the Legislature, which shall include an independent evaluation of the impact of the program.

SEC 5. The Department of Corrections shall adopt reasonable regulations concerning the administration of the program established by this act.

SEC 6. The Department of Corrections shall employ the following criteria in determining whether to award a contract or to grant funds pursuant to this act.

- (a) The type, number, and quality of services proposed in comparison to program costs.
- (b) Experience in the provision of family liaison services in both correctional institutions and the community.
- (c) Capability of developing and maintaining a working relationship and cooperation with the department.
- (d) The needs expressed by inmates in correctional institutions.
- (e) Use of project volunteers to maximize the cost effectiveness of the program. In regard, each proposal by an agency submitted to the Department of Corrections shall assess the needs in correctional institutions for family liaison services and the particular basis for allocating project staff in the proposed manner.

SEC 7. The sum of forty-five thousand dollars (\$45,000) is hereby appropriated from the General Fund to the Department.



# **LINE ITEM BUDGET GUIDE**

## **For Cost Reimbursement Budgets**

*Developed for*  
**Bidders & Contractors**

*Prepared by the*  
**Office of Business Services (OBS)**

*Last updated July 2010*

# Table of Contents

<b>I. Introduction and Responsibilities .....</b>	<b>1</b>
<b>II. Actual and Allowable Costs .....</b>	<b>2</b>
1. Personnel Costs .....	3
a. Staff Salaries.....	3
b. Staff Benefits.....	4
2. Sub-Contractor/Consultant Costs.....	4
3. Operating Costs.....	5
a. Communications .....	5
b. Expendable Equipment.....	5
c. Non-Expendable Equipment .....	6
d. Facility Lease/Rent.....	6
e. Facility Owned.....	7
f. Food Costs.....	7
g. Household Supplies .....	7
h. Insurance .....	7
i. Interest.....	7
j. Line Item Additions.....	7
k. Linen Services.....	8
l. Maintenance/Repair.....	8
m. Program Supplies.....	8
n. Supplies .....	8
o. Training .....	8
p. Travel .....	8
q. Utilities.....	9
4. Indirect Costs .....	9
a. Cost Allocation Plan .....	10
5. Profit Fee .....	10
6. Operating Reserve/Contingency Fund.....	9
7. Allowable Indirect Costs .....	11
a. Accounting .....	11
b. Advertising .....	11
c. Audit Service.....	11
d. Bonding.....	11
e. Budgeting.....	11
f. Corporate Staff.....	11
g. Disbursing Service .....	12
h. Electronic Data Processing .....	12
i. Legal Expenses (Contract Administration) .....	12
j. Management Studies .....	12
k. Meetings and Conferences .....	12
l. Memberships, Subscriptions and Professional Activities .....	12
m. Morale, Health and Welfare Costs .....	12
n. Payroll Preparation.....	12
o. Permits.....	13
p. Personnel Administration .....	13
q. Printing and Reproduction.....	13

## LINE ITEM BUDGET GUIDE for Cost Reimbursement Budgets

r. Procurement Service.....	13
s. Taxes .....	13
t. Transportation.....	13
u. Warehouse.....	13
8. Unallowable Costs.....	13
a. Bad Debts .....	13
b. Bonus/Gifts .....	13
c. Contributions, Donations and Fundraisers.....	14
d. Entertainment.....	14
e. Fines and Penalties.....	14
f. Legal Expenses (Claims Against the State).....	14
g. Legislative Lobbying Costs .....	14
<b>III. Fiscal Audits.....</b>	<b>14</b>
<b>IV. Project Budget Proposal.....</b>	<b>15</b>
<b>V. Establishing Monthly Salary Rates .....</b>	<b>16</b>
1. Monthly Salary Rates .....	16
2. Establishing a Monthly Salary Range .....	16
3. Position's Time Base .....	17
4. Project Time by Percent Range for Multiple Staff Positions .....	17
5. Project Time by Hours .....	17
6. Personnel Positions.....	18
7. Temporary Help and Overtime Displayed.....	18
8. Costs Displayed for Budget Categories and Line Items .....	18
<b>Frequently Asked Questions (F.A.Q.).....</b>	<b>19</b>
1. What is an amendment? .....	19
2. When is a formal amendment required? .....	19
3. What is a Budget Transfer Request? .....	19
4. What are allowable budget transfers? .....	19
5. How soon do I need to file a BTR?.....	20
6. What are the Contractor's responsibilities concerning a BTR? .....	20
7. What are CDCR's responsibilities concerning a submitted BTR? .....	21
8. How do I include duties performed for a vacant position? .....	21
9. What are allowable salary rate increases? .....	21
10. What can cause a change in the number of budgeted positions?.....	22
11. When can new budget line items be added? .....	22
12. How do I configure monthly invoices for contract expenditures?.....	22

***\*Please note that this guide is not to be used for per diem contracts.\****

The following sample documents are located at the back of this guide:

Project Budget Proposal  
Exhibit AA – Non-Expendable Equipment  
OBS 250 - Budget Transfer Request  
Quarterly Budget Transfer Request  
Monthly Invoice for Contract Expenditures

## **I. Introduction and Responsibilities**

The Line Item Budget Guide for Cost Reimbursement Budgets (LIBG) was written to assist Bidders and Contractors in the following respective areas of responsibility for a cost reimbursement budget:

### **Bidders are responsible for:**

- Indicating the actual and allowable costs associated in performing contracted services for a cost reimbursement budget (for each fiscal year if applicable) for competitive bidding purposes.

### **Contractors are responsible for:**

- Ensuring all expenditures claimed (including all subcontractor expenditures) are allowable costs as specified in this LIBG;
- Ensuring all costs are associated in performing contracted services for auditing purposes and project review;
- Ensuring all subcontractors performing services have a written agreement stating the contracted services shall be performed in accordance with all contractual responsibilities of the prime contractor;
- Ensuring that costs transferred from one line item to another via the Budget Transfer Request (BTR) process can be supported (justified) to reflect actual and allowable expenses; and,
- Ensuring a budget amendment can be supported (justified) for actual expenses associated in performing contracted services

### **CDCR and Contract Managers are responsible for:**

- Ensuring budget transfers/amendments are in accordance with Line Item Budget Guide policies; and,
- Ensuring budget transfers/amendments do NOT compromise the competitive bidding process (i.e., changes that would not have affected the original award of the contract)

### II. Actual and Allowable Costs

Actual, allowable costs incurred by the Contractor shall be substantiated with appropriate source documentation (such as invoices, receipts, and accounting records) for any cost contained in the budget proposal. Receipts and other support documentation need not be submitted with the monthly invoices for contract expenditures, with the exception of travel expenses and subcontractor/consultant costs. However, the CDCR Contract Manager has the right to require the contractor provide supporting documents for any expenses at any time. Failure to provide supporting documentation may result in a delay of or denial of payment.

The Contractor must retain files in the Contractor's headquarters office based in California or at the project service location where services are being provided. All support documentation must be retained for actual expenses incurred for auditing purposes and for project review, as required in Item III, Fiscal Audit provision of this guide.

Allowable costs for a contract shall be limited to those expenditures which are: (1) in conformance with the approved contract budget (have specific prior written approval by the CDCR Contract Manager when required); and (2) for goods and services necessary to the program's operation at the time the costs are incurred. A CDCR audit will be performed on actual costs to ensure all expenses meet both criteria. Any expenses not meeting both criteria may be disallowed.

#### **Competitive Bid Consideration:**

Contractors shall ensure that all costs are considered when developing a budget in response to a competitive bid process. The addition of any costs that should have been considered at the time of bid, but were not, will not be allowed under a budget transfer process after the contract is awarded. For instance, changes to the requirements of the program in the Scope of Work, (i.e., the addition/removal of key personnel, or the addition/deletion of tasks or responsibilities), which may have precluded potential bidders from bidding, resulted in fewer/additional points in the evaluation process, or resulted in a lower bid.

For this reason, careful competitive bid consideration will be made to determine whether or not the consequences of an amendment or a budget transfer request have compromised the integrity and fairness of the bidding process.

Listed below are allowable costs:

### 1. Personnel Costs

#### a. Staff Salaries

Personnel salary and wage costs (salary equals compensation for staff who are paid based on a fixed rate for a given amount of time [i.e., weekly, monthly, etc.]; and wage equals compensation for personnel who are paid based on an hourly rate) should be commensurate with the level of responsibility and experience necessary to perform contracted program obligations.

Salaries of personnel who are providing services for more than one contract must be charged to each contract on a proportional basis. Salaries are only allowable for the time the employee is assigned to the contracted program, and must be adequately documented (by time sheets signed by the employee and the immediate supervisor, payroll register, payroll warrant, employee personnel file and general ledger accounts). All reported salary costs shall be based on actual expenditures. The time sheets must show on a daily basis how much time each employee spent on each program and salaries must be prorated accordingly.

Bidders shall ensure that cost of living, merit, or anniversary increases when each position's monthly or hourly rates for each fiscal year of the contract are budgeted. It is recommended that bidders establish a salary range (e.g., \$2,450 - \$2,800). The range must be realistic and conform to industry standards for each position. If salary increases are to be granted, they must be included in the budget when submitting a bid for a single or multiple year contracts. Salary increases not included in the budget at the time of bid will not be allowed at any time during the performance of the contract unless:

- The CDCR Contract Manager increases contract responsibilities which in turn results in increased responsibilities of the established budgeted positions; or
- The program is legislatively approved for cost of living adjustments; or
- The Contractor experiences documented recruitment or retention problems. Recruitment documentation should include, but is not limited to the following:
  - How long the position has been vacant;
  - Prevailing wages; and,
  - Documented recruitment efforts.

Salary increases resulting from recruitment and retention problems must be approved in advance in writing by the CDCR Contract Manager; or

- Salary increases are required by the contractor's agreement with its employees' unions. However, such salary increases must (1) be

approved in advance in writing by the CDCR Contract Manager, and (2) not change the total amount of the contract.

### **b. Staff Benefits**

Actual costs for staff benefits shall be provided based on a percentage of total staff salaries. There is no established limit for this percentage; however, CDCR has determined an average percentage for staff benefits of 28% for industrial non-represented employees is allowable.

Bidders should establish a benefits percentage range they will not exceed during any given fiscal year. For example, if workers' compensation is paid quarterly, the percentage for staff benefits would fluctuate on a monthly basis. An established benefits percentage would take these fluctuations into account.

Staff benefits may include regular compensation paid to employees for vacation, sick leave, jury duty, military training, and employer contributions for payroll taxes, employee health and unemployment insurance, social security, workers compensation, and a retirement plan.

The Contractor is responsible for maintaining in reserve a portion of the percentage determined for staff benefits to allow for leave accrual pay-off at the end of the contract or employment termination. Contractor shall maintain documentation to support leave earnings, usage and balances. Vacation leave accrual pay-off shall not exceed two (2) weeks per year per staff person. CDCR will not be liable for payment of accrued vacation time at the end of the contract or employment termination in excess of the amount maintained in reserve.

The Contractor shall deposit reserve funds in an interest bearing account insured by a government agency. Interest earnings are the property of the State and may not be used for any purpose. Such interest earnings must be reported and the interest remitted to the State by the Contractor by July 30th each fiscal year. In the event the contract ends before the close of the fiscal year, payment must be received by the last business day of the month immediately succeeding the end of the contract. The Contractor will remit any interest income to CDCR's Headquarters Accounting Office for placement in the General Fund.

## **2. Sub-Contractor/Consultant Costs**

A sub-contractor or consultant is defined as an individual or a firm, which the Contractor contracts for professional service(s). For the definition of an employee or a contract worker, refer to the Internal Revenue Service Publication 15A. If the Contractor intends to use a sub-contractor(s) and/or consultant(s), the need must be documented, including an estimated total dollar amount, when the bid proposal is submitted to CDCR. Sub-contractors included in the contractor's initial bid proposal shall be subject to the same bid requirements described in the following paragraph.



During the term of the contract, if there is any subcontracting activities other than those listed on the bid, the Contractor shall obtain at least three written bids for sub-contracts of \$5,000 or more. Contractors shall ensure at least three informal bids are obtained for sub-contracts less than \$5,000. An informal bid can be a documented verbal quote. If three informal bids are unattainable, the Contractor shall document why they were unattainable. Documentation shall include advertisements, bids received, etc., and shall be maintained by the Contractor. The Bid documentation shall be provided to the Contract Manager. All subcontracts shall be awarded to the lowest responsible bidder, unless the Contractor obtains prior written approval from the CDCR Section Chief of the Program to award based on specific evaluation criteria. If specific evaluation criteria are utilized, a minimum of 30 percent of the points shall be allocated to cost. Subcontracts of \$15,000 or more shall be awarded to the lowest responsible bidder or under an approved evaluation criteria making all efforts to comply with the DVBE participation program (refer to the DVBE requirements). Prior approval by CDCR must be obtained and adequate justification must be submitted to the CDCR Section Chief of the Program if the Contractor selects a consultant/subcontractor based on sole source or specific evaluation criteria. If during an audit it is discovered that the Contractor did not attempt to obtain three written bids or prior CDCR approval for sole source or specific evaluation criteria was not received, consultant/subcontractor fees will be disallowed.

### **3. Operating Costs**

Allowable operating costs are defined as necessary program expenditures, which are based on actual costs substantiated by source documentation. Operating costs can include expendable equipment costs but are exclusive of sub-contractor/consultant service costs and indirect costs. For auditing purposes, the Contractor shall retain source documentation for these expenses such as purchase orders, requisitions, bills of lading, stock received reports, invoices and issued checks/warrants. Only documented direct costs necessary to provide services for this contract are allowable and cannot be based on the overall organizational expenses. Substantiating documentation must be provided upon request. Operating costs can include the following:

#### **a. Communications**

These costs may include telephone, messenger services, cellular telephones, pagers, postage costs, internet services, and printing for job postings.

#### **b. Expendable Equipment**

Expendable equipment is defined as expendable items which depreciate with use and have a unit acquisition cost of less than \$5,000 per unit (i.e. fax machines, computers, printers etc.). Title to any expendable equipment purchased or built with State funds as part of the agreement will vest in the State. The Contractor must retain a listing of expendable equipment purchases that are considered "theft-sensitive" items, such as cameras, calculators, two-way radios, computer equipment, etc., for audit purposes. Upon termination of the agreement, Contractors are required to leave all expendable equipment for use by subsequent contractors or for the State to dispose of accordingly. The State may authorize the continued use of such equipment for work to be performed under a different contract.

## LINE ITEM BUDGET GUIDE for Cost Reimbursement Budgets

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The cost of expendable equipment purchased should be comparable to the prevailing price for similar items in the surrounding areas.

### c. **Non-Expendable Equipment**

Non-expendable equipment shall be identified as movable articles which:

1. Have a normal useful life of at least one year; and
2. Have a unit acquisition cost of \$5,000 or more.

(Note that a unit consists of one item.)

CDCR will not provide funding to purchase non-expendable equipment.

Contractors will be allowed to rent/lease equipment to be used in the performance of the contract.

Contractors will be allowed to be compensated for the use of non-expendable equipment through depreciation. The computation of depreciation shall be based on the acquisition cost and the useful life of the non-expendable equipment. CDCR will not pay for depreciation costs of non-expendable equipment that is fully depreciated.

The period of useful life established for each class of non-expendable equipment must take into consideration such factors as type of non-expendable equipment, nature of the non-expendable equipment used, historical and usage patterns (refer to the Internal Revenue Service Publication 946). In the absence of clear evidence indicating that the expected consumption of the non-expendable equipment will be significantly greater in the early portions than in the later portions of its useful life, the straight line method of depreciation shall be used. If straight line method is not used, support justification indicating the depreciation method used must be submitted with the bidder's Budget Proposal.

The bidder shall list all non-expendable equipment needed for the contract on the "Non-Expendable Equipment" form (Exhibit AA), indicating the method of charge (rent/lease or depreciation), and including Exhibit AA with the bidder's Budget Proposal.

CDCR reserves the right to disallow any type of non-expendable equipment not deemed to be needed or applicable to the program. The cost for any disallowed non-expendable equipment will be deducted from the bidder's Budget Proposal. Non-expendable equipment costs not listed on the "Non-Expendable Equipment" form (Exhibit AA) shall be disallowed.

### d. **Facility Lease/Rent**

Reasonable rent or lease costs applicable to the occupied space(s) for the CDCR project may be charged in the budget proposal of the contract. Space costs cannot exceed comparable rental space(s) for the surrounding area. If the Contractor occupies space(s), which will only be partially used for this project, the allowable space costs must be based on the percentage of space used for the project.

**e. Facility Owned**

If the Contractor owns the facility, they may be compensated for the use of the building through (1) depreciation or (2) current interest expense related to the original purchase of the facility. The computation of depreciation will be based on total facility acquisition cost, less land cost. If significant repairs are needed to make the facility usable for the project, prior written approval from the CDCR Contract Manager is required. A straight-line method of computing depreciation must be used. The contractor must possess the proper records to validate these costs and are subject to CDCR approval. The method of computing depreciation must be in accordance with Generally Accepted Accounting Principles (GAAP), and must be consistently applied. Only interest expense related to the original purchase price's remaining principal balance is allowed. Interest expenses related to equity loans are not allowable.

If a Contractor-owned facility is fully amortized and fully depreciated, a rental fee equal to Fair Market Value is allowable. The Fair Market Value shall be supported by an appraisal report prepared by a licensed independent real estate appraiser.

**f. Food Costs**

This covers food products used in the preparation of meals and does not include non-food products, e.g., eating utensils, pots, pans, cleaning detergents, etc. Whenever feasible, CDCR recommends purchasing food items in bulk at wholesale prices. If a Contractor is required to maintain a stock of food items, an inventory control system must be utilized to ensure appropriate use of items. Food costs for contractor staff is unallowable.

**g. Household Supplies**

Household supplies are those items necessary for the operation of the project and include, but are not limited to: linens, kitchen utensils, hygiene items, and cleaning supplies.

**h. Insurance**

Reimbursement for required insurance will be based on actual costs incurred. State reimbursement in this area is contingent upon receipt of an actual invoice from the insurance carrier detailing that the costs are specifically for this contract. Additional costs beyond the required levels of the contract will be incurred by the Contractor.

**i. Interest**

The Contractor may use allocated funds for interest when the State's annual budget is delayed and payments cannot be made to the Contractor, resulting in the inability for continued services unless the Contractor borrows funds. Any other situation for interest payments will be handled on a case-by-case basis and must be approved in writing by the Deputy Director of the Program.

**j. Line Item Additions**

These are blank areas on the Budget Proposal in which the Contractor has identified additional expense areas that CDCR concurs are necessary to provide contracted services and are obtained utilizing the Budget Transfer Request (BTR) process (see Budget Transfer Requests).

**k. Linen Services**

Linen services consist of outside services obtained to provide clean linen for use in the project (common for residential facilities contracts).

**l. Maintenance/Repair**

Allowable maintenance and repair costs are those that are necessary for the upkeep of the facility and non-expendable equipment.

**m. Project Supplies**

Project supplies include items which directly benefit the participants of the project. Project supplies include, but are not limited to: newspapers, brochures, magazines, books and other related publications.

**n. Supplies**

Supplies are defined as expendable items which depreciate with use and are limited to supplies necessary to meet the project's scope of work. Title to any expendable supplies purchased or built with State funds as part of the agreement will vest in the State. Upon termination of the agreement, Contractors are required to leave all unused supplies for use by subsequent contractors or for the State to dispose of accordingly. The State may authorize the continued use of such supplies for work to be performed under a different contract.

The cost of items purchased should be comparable to the prevailing price for similar items.

**o. Training**

Cost of required training for employee development benefiting contract programs.

**p. Travel**

If the contractor and/or subcontractor are required to travel during the performance of this Agreement, the CDCR agrees to pay travel, per diem and expense costs described at rates not to exceed those approved by the Department of Personnel Administration for similar staff.

Receipts are required for every item of expense (i.e., airline tickets, lodging, meals, etc.) incurred as a result of conducting State business and must be attached to the invoice. No reimbursement will be paid without a receipt.

The contractor may not claim lunch or incidentals on trips less than 24 hours. When trips are less than 24 hours and with no overnight stay, any meals claimed are taxable.

The contractor may not claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals.

## LINE ITEM BUDGET GUIDE for Cost Reimbursement Budgets

### **REIMBURSEMENT ALLOWANCES:**

#### **Airfare**

Airfare will be reimbursed at economy/coach rates. Requests for reimbursement at business class and first class rates will be disallowed.

#### **Meals and Incidentals**

The following reimbursement rates are maximums, not allowances. The contractor may only claim their *actual* expense.

Breakfast: Up to \$6; Lunch: Up to \$10; Dinner: Up to \$18;  
Incidentals: Up to \$6

On the first day of travel, if the trip begins at or before 6:00 am –  
Breakfast may be claimed; 11:00 am – Lunch may be claimed; 5:00 pm  
– Dinner may be claimed

If the trip continues after 24 hours and if the trip ends at or after 8:00  
am – Breakfast may be claimed; 2:00 pm – Lunch may be claimed;  
7:00 pm – Dinner may be claimed

#### **Lodging Reimbursements**

The following reimbursement rates are per night maximums of actual expenses, plus tax, and not allowances.

COUNTIES	RATES
Alameda, San Francisco, Santa Clara, San Mateo	Up to \$140
Los Angeles, San Diego	Up to \$110

If the county is not listed above, the standard rate of **\$84** for lodging will apply.

#### **q. Utilities**

These costs may include gas, electricity, water and trash collection.

### **4. Indirect Costs**

Indirect costs are those costs incurred for a common or joint purpose benefiting more than one objective. The term “indirect costs” as used herein applies to costs incurred in the Contractor’s administrative department, as well as those incurred in other departments in carrying out the functions and objectives of the contract.

Indirect cost rates are based on annual direct expenses. An indirect cost rate is only applied to a bidder’s Budget Proposal if servicing more than one program (e.g., bidder is presently providing a program service to another State agency, local entity or organization). Indirect cost rates shall not be applied to sub-contractor costs.

Bidders that have established indirect cost rates with other governmental agencies may use their approved Cost Allocation Plan (CAP) for State purposes. However, the State will disallow costs that do not comply with the LIBG, even if those costs are allowable under other government agencies' rules.

Accounting records shall include documentation of all costs supporting the expenses used to compute the indirect cost rate. Contractors shall adjust the indirect cost rate annually during the term of the contract to reflect actual costs incurred without exceeding the budget.

### **a. Cost Allocation Plan**

The purpose of the CAP is to ensure that there is equitable distribution of indirect costs to all the Contractor's programs or operations. The CAP will include all associated expenses and must be provided at the time of bid submittal. If the indirect cost rate is determined to be inaccurate, the indirect cost rate will be recalculated to reflect the Contractor's supportable rate and the bid adjusted accordingly. In addition, previous payments made by the State in excess of the supported indirect cost rate will be withheld from future payments to the Contractor or claimed during cost recovery in the close out audit.

## **5. Profit Fee**

A one-time maximum profit fee of up to 5 percent (5%) of the cost of operating the project, exclusive of indirect costs and sub-contractor costs, is allowed per fiscal year. Profit fee costs will be added to the other proposed costs and become part of the total bid. If a budget amendment occurs due to an increase or decrease in fiscal year funding levels, the Contractor shall adjust the budgeted profit fee costs accordingly. At no time shall the profit fee percentage be greater than that of the original bid. Any unallowable costs from an audit may result in a recalculation of profit fee costs and recovery by CDCR of the difference.

**Note: Only for-profit contractors may claim a profit fee.**

## **6. Operating Reserve/Contingency Fund**

Nonprofit organizations and government agencies may include a line item for Operating Reserve/Contingency Fund, which can be up to 5 percent of the cost of operating the project, exclusive of indirect and subcontractor costs. The Operating Reserve/Contingency Fund can only be used when all three criteria below are met:

- Necessary to pay for unanticipated costs as determined by the CDCR Program's Deputy Director or equivalent, which is directly associated with approved contract services;
- To be used for allowable expenses as detailed in the LIBG, Section II, Actual and Allowable costs; and,
- Funds from other line items are not available to pay for the unanticipated costs.

This line item may not be invoiced directly; therefore, if the Contractor wishes to use these funds, prior written approval must be obtained from the CDCR Program's Deputy Director or equivalent. The request shall be made through either a budget transfer request (approved by CDCR Program's Deputy Director or equivalent) or amendment request (approved by CDCR'S Office of Business Services (OBS) and/or Department of General Services). The request must clearly describe the need for the funds and also explain why funds from other lines are not available to pay for the unanticipated costs. CDCR reserves the right to require that the Contractor provide all information and documents necessary to justify the request. If during the term of the contract an amendment is approved that increases or decreases the amount of the contract, the amount of the Operating Reserve/Contingency Fund may be adjusted accordingly. Any unallowable costs from an audit may result in a recalculation of the Operating Reserve/Contingency Fund costs and recovery by CDCR of the difference.

### **7. Allowable Indirect Costs**

The following costs are typically considered indirect. However, if these costs can be easily allocated to a final cost objective, they shall be identified on the line item budget as a direct cost.

#### **a. Accounting**

The cost of establishing and maintaining accounting and other information systems required for the management of contracted programs. This includes costs incurred by central service agencies for these purposes.

#### **b. Advertising**

Advertising media includes newspapers, magazines, radio, Internet, television programs, direct mail, trade papers, etc. Allowable advertising costs are solely for:

- Recruitment of personnel required for the contracted project;
- Solicitation of bids for the procurement of required goods and services;
- or,
- Other purposes specifically provided for in the contract.

#### **c. Audit Service**

The cost of audits necessary for the administration and management of functions related to the contracted program.

#### **d. Bonding**

Cost of fidelity, surety and performance bond premiums.

#### **e. Budgeting**

Costs incurred for the development, preparation, presentation and execution of budgets.

#### **f. Corporate Staff**

## **LINE ITEM BUDGET GUIDE for Cost Reimbursement Budgets**

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Costs connected with persons who, while not included as part of the contract, are necessary for the successful completion of said contract.

**g. Disbursing Service**

Cost of disbursing contract program funds by the Contractor's treasurer or other designated officer. Disbursing services cover the processing of checks or warrants from necessary records of accountability and the reconciliation of such records with related cash accounts.

**h. Electronic Data Processing**

The cost of data processing services related to the contracted program.

**i. Legal Expenses (Contract Administration)**

The cost of legal expenses required in the administration of contract programs. NOTE: Three bids are not required for legal services.

**j. Management Studies**

The cost of management studies to improve the effectiveness and efficiency of management for ongoing programs; subject to such prior authorization as may be required by the State.

**k. Meetings and Conferences**

Costs when the primary purpose of the meeting is the dissemination of technical information relating to the contract program and are consistent with regular practices followed for the other activities of the Contractor. Registration fees are allowable under this line item. If travel is required for the meeting/conference, refer to the section entitled, "Actual and Allowable Costs," paragraph 3 "Operating Costs," subsection "p. Travel" on page 8.

**l. Memberships, Subscriptions and Professional Activities**

The cost of membership in civic, business, technical and professional organizations provided the:

- Benefit from the membership is related to the contract program;
- Expenditure is for Contractor's membership;
- Cost of the membership is reasonably related to the value of the services or benefits received;
- Expenditure is not for the membership in an organization which devotes a substantial part of its activities to influencing legislation; and,
- Single membership cost does not exceed \$100.00.

**m. Morale, Health and Welfare Costs**

These costs must be comparable to what State employees receive and requires prior written approval by the CDCR Contract Manager.

**n. Payroll Preparation**

Cost of preparing payrolls and maintaining necessary related wage records.



**o. Permits**

Licenses, permits and local government use fees (e.g. conditional use permit fees, business license, etc.) are allowable.

**p. Personnel Administration**

Cost for the recruitment, examination, certification, classification, training, establishment of pay standards and related activities for contract programs.

**q. Printing and Reproduction**

Costs for printing and reproduction services, which are necessary for program administration include, but are not limited to: forms, reports, manuals, information literature and related services which are in support of CDCR's contracted program.

**r. Procurement Service**

The cost of procurement services include solicitation of bids, preparation and award of contracts and all phases of contract administration to provide goods and services for contract programs.

**s. Taxes**

In general, taxes or payment in lieu of taxes, which the Contractor is legally required to pay are allowable. In lieu taxes only relate to contracts with other governmental entities and then only if the governmental entity can show documentation (law or resolution) legally entitling the collection of in lieu tax. In lieu taxes do not apply to private profit and nonprofit organizations. *Payment of any type of income tax (federal, State or local) is not allowable.*

**t. Transportation**

Transportation costs relating either to goods purchased, delivered or moved from one location to another. When such allowable transportation costs occur in moving items from one of the Contractor's CDCR contracted facilities to another, the cost shall be charged against the receiving facility's contract.

**u. Warehouse**

Cost of maintaining and operating a warehouse for supplies and materials used either directly or indirectly for contracted projects.

**8. Unallowable Costs**

The following are unallowable costs that cannot be considered in the Budget Proposal:

**a. Bad Debts**

Loss arising from uncollectible accounts and related costs.

**b. Bonus/Gifts**

Costs associated with bonuses and/or other gifts.

**c. Contributions, Donations and Fundraisers**

Contributions, donations, and fundraisers, including any expenses related to these activities are unallowable.

**d. Entertainment**

Costs of amusements, social activities and incidental such as meals, beverages, lodgings, rentals, transportation and gratuities are not allowable, unless such activity is specifically required as part of the project scope.

**e. Fines and Penalties**

Costs resulting from violations of or failure to comply with Federal, State and/or local laws and regulations. Penalties and fees resulting from the contractor's failure to meet financial obligations (charges/interest for delinquent payments, insufficient cash to cover checks, etc.) are also unallowable.

**f. Legal Expenses (Claims Against the State)**

Refer to Exhibit D – CDCR Special Terms and Conditions.

**g. Legislative Lobbying Costs**

Costs associated with lobbying activities.

### III. **Fiscal Audits**

CDCR Office of Audits and Compliance (OAC), or any duly authorized Audits and Compliance representative, shall have the access and right to examine, audit, review, excerpt and transcribe any books, documents, papers or records of the Contractor and/or sub-contractor which in the opinion of the State may be pertinent to this contract. Such material for each year of the contract must be retained for a period of five years after the termination of the contract or until an audit is completed by the State and all questions arising there from are resolved. *An exception to the five-year period occurs when a contract audit is in dispute or litigation is ensued. In these instances, records are retained until all issues are resolved.*

Audits and reviews may be conducted at any time during the performance of the contract or during the five years following the completion of the contracting period. Actual costs incurred by the Contractor for expenses must be substantiated with appropriate source documentation. It is the Contractors responsibility to ensure that all expenditures claimed, including all subcontractor expenditures, are allowable costs associated in performing the contracted services as specified in the LIBG.

If expenditures are found to be unallowable during an audit, the Contractor's and/or subcontractor's reimbursements will be recalculated and adjusted accordingly. Noncompliance with financial management guidelines set forth herein will result in a disallowance of reported costs. A misappropriation of funds shall result in a disallowance of costs.

If the Contractor received payments that are determined to be unallowable, then, in addition to any other remedies the State may have, the State may withhold payments from the Contractor to recover these costs. The State also reserves the option to collect any unallowable costs from the Contractor in monthly installments.

If disallowed or questionable costs are found, a draft report will be issued to the Contractor for review and comment. The Contractor will have 30 days to submit written comments and/or supply additional source documentation to the State for consideration in preparing the final report. The parties hereto mutually agree that the resolution of any issues pertaining to audits shall be resolved pursuant to Section 22090.7 of CDCR's Operations Manual.

#### **IV. Project Budget Proposal**

Attached is a blank Project Budget Proposal (Attachment 1) which displays some of the allowable costs for a cost reimbursement budget. The project budget proposal displays five (5) separate budget categories (A, B, C, D, E and F) and indicates the line items within each budget category. CDCR's Accounting Office will pay invoices based on monies available in the overall category and not by line item amount.

##### **1. Total Personnel Costs**

*Total Staff Salaries*

*Total Staff Benefits*

##### **2. Sub-Contractors/Consultants Costs**

*(Identified by Bidder)*

##### **3. Total Operating Costs\***

*Communications*

*Expendable Equipment*

*Non-Expendable Equipment (per Exhibit AA)*

*Facility Lease/Rent*

*Food Costs*

*Household Supplies*

*Insurance*

*Interest*

*Line Item Additions*

*Linen Services*

*Maintenance/Repair*

*Supplies*

*Travel*

*Utilities*

- 4. Total Indirect Costs**
- 5. Profit Fee (for-profit organizations)**
- 6. Operating Reserve/Contingency Fund (non-profit/government agencies)**

*\* Any other associated operating cost applicable to the project is an allowable cost and may be added to the budget proposal as an additional expenditure under Total Operating Costs budget category. Refer to the section entitled "II. Actual and Allowable Costs," paragraph 3 "Operating Costs," sub-paragraph j "Line Item Additions".*

**V. Establishing Monthly Salary Rates**

A bidder may need to establish different monthly salary rates for personnel positions for a multi-year contract to reflect salary increases for subsequent fiscal years (FY) of the contract, as indicated below:

**1. Monthly Salary Rates**

Considerations for a monthly salary increase should include:

- Cost of living adjustments (COLAs);
- Merit salary adjustments; and/or,
- Anniversary increases.

**2. Establishing a Monthly Salary Range**

A bidder may establish a monthly salary range for:

- A single staff position; and/or,
- Multiple staff positions (with the same position title).

By establishing a monthly salary range, this allows personnel to have varying monthly salaries and the established rates shall be inclusive of any salary increases during a fiscal year. For a multi-year contract, a bidder may also establish different monthly salary ranges for each fiscal year. Establishing salary ranges will allow the Contractor to make salary adjustments within the established range during the contract term to accommodate unexpected personnel changes. The range must be realistic and conform to industry standards for each position.

The following displays an example monthly salary range by FY:

<b>Single Staff Position</b>	
<b>Supervising Caseworker</b>	\$3125 - \$3280 (1st FY)
	\$3280 - \$3445 (2nd FY)
	\$3445 - \$3615 (3rd FY)
<b>Multiple Staff Positions</b>	

## LINE ITEM BUDGET GUIDE for Cost Reimbursement Budgets

<b>23 Caseworkers</b>	\$2550 - \$2675 (1st FY)
	\$2675 - \$2800 (2nd FY)
	\$2800 - \$2940 (3rd FY)

A Budget Transfer Request (BTR) approved by the CDCR Deputy Director of the Program is required for all salary increases. An approved contract amendment is required for salary increases over 15%. The BTR and/or contract amendment has to be approved before the salary increase is granted, and must meet the criteria for allowable salary increases—refer to the section entitled “II. Actual and Allowable Costs”, paragraph 1 “Personnel Costs”, subparagraph “a. Staff Salaries”.

### 3. Position's Time Base

CDCR may determine a position's time base when developing a project budget proposal requirement for a competitive bid or may allow a bidder to indicate a position's time base. A position's time base is the program time (indicated by either a percentage or hours) associated in performing contracted services.

### 4. Project Time by Percent Range for Multiple Staff Positions

The percentage of program time may be established by the bidder as a percentage range for multiple staff positions (as seen below), with this percentage range indicating that one or more staff positions are providing services at a less than full-time basis:

8 Counselors:

\$2450-\$2575 monthly salary @ 50%-100% = \$219,150 budget amount

To compute the budgeted amount for the 8 Counselors,  
each position's monthly salary rate and time base vary for the FY:

1 @ \$2450 @ 50% = \$14,700

1 @ \$2450 @ 75% = \$22,050

2 @ \$2450 @ 100% = \$58,800

4 @ \$2575 @ 100% = \$123,600

A bidder would not need to display this application on the project budget proposal; however, for invoicing purposes, the monthly salary paid to each staff person cannot be more than the established monthly salary rates and time base.

### 5. Project Time by Hours

A bidder may indicate a position's project time base by the “number of hours” dedicated to the project during a fiscal year, however, this application would require the position's salary to be indicated as an “hourly salary rate” in order to compute the position's budgeted amount, as shown below:

Supervising Counselor: \$18.50 hourly rate @ 2016 total hours = \$37,296

## LINE ITEM BUDGET GUIDE for Cost Reimbursement Budgets

### Invoicing for a Position's Budgeted Hourly Rate

Hourly rate increases over 15% must have prior amendment approval by CDCR's Deputy Director of the Program and the Office of Business Services before making commitment to staff.

#### 6. Personnel Positions

CDCR determines the "key staff" positions for a project budget proposal. Personnel positions identified in the project budget proposal are direct costs associated in performing the services required in the scope of the project.

A bidder may identify other staff positions necessary to fulfill the requirements of the contract.

#### 7. Temporary Help and Overtime Displayed

A bidder may include separate position lines for temporary help and overtime as displayed below.

Please note that the budgeted salary and project time base may be indicated as "various" since these are unknown factors during the development of a project budget proposal. Overtime may reflect any of the personnel positions listed.

A. PERSONNEL	No. of Positions	Monthly Salary	% of Project Time	No. of Months
Overtime	Unknown	Various	Various	Unknown
Temporary Help	Unknown	Various	Various	Unknown

#### 8. Costs Displayed for Budget Categories and Line Items

- Budget category budgeted amounts must be displayed in "dollars";
- Monthly salary rates must be displayed in "dollars";
- Hourly rates may be displayed in dollars and cents. If hourly rates are displayed, the project time base must indicate the total "number of hours" (*not indicated by percentage of time*) for the fiscal year for calculation purposes; or,
- Non-expendable equipment items must be listed and the method of charge identified.

### Frequently Asked Questions (F.A.Q.)

#### 1. What is an amendment?

An amendment is defined by the California State Contracting Manual as “a formal modification or change of a material term, such as the term, cost, or scope of work, in one or more provisions of an existing contract.”

#### 2. When is a formal amendment required?

An amendment is required when any of the following proposed changes to an executed contract are required:

- Change in the scope of work;
- Change in contract term;
- Increase or decrease in total funding for any one fiscal year;
- Salary increases over 15% of the budgeted high salary range; or,
- Increase in the total Personnel category greater than 15%.

#### 3. What is a Budget Transfer Request?

A Budget Transfer Request (BTR) is an informal document used by the Contractor to indicate budget transfer costs of existing project funds without the need to process a formal amendment. The BTR is only used when there is no increase in the funding level and/or no change in the scope of the project. The BTR enables the Contractor to adjust the line item budget to reflect actual expenditures. The BTR must be approved by the Deputy Director or equivalent of the CDCR Program.

The Line Item Budget Guide includes a copy of the BTR form. You must include all applicable supporting documentation when submitting a BTR for review.

#### 4. What are allowable budget transfers?

Transfers either within or across categories, and up to 15% of original bid per fiscal year, will be allowed each fiscal year without submitting an immediate BTR. The 15% is cumulative for each fiscal year budget. All transfers exceeding 15%—excluding “Personnel”—must be documented on the BTR form. If necessary, allowable transfers may be accomplished by transferring funds across the established categories.

For audit purposes, the Contractor shall maintain documentation concerning their BTR. At the end of each quarter within the fiscal year, the Contractor will reconcile

their budgets with CDCR. The CDCR Accounting Office will pay invoices based on monies available in the overall category and not by line item amount.

Transfers moving funds into/from the Indirect Cost, Profit Fee, and/or Operating Reserve/Contingency Fund categories to/from any other line item are not allowed.

### 5. How soon do I need to file a BTR?

Prior written approval for any type of transfer or change not identified below must be requested from the Deputy Director of the Program. If the request is approved, the Contractor will be provided written notification to process a BTR for the requested transfer or change.

The following actions require an *immediate* BTR and approval from the Deputy Director or equivalent of the CDCR Program:

- An adjustment to budget costs across established budget categories greater than 15% of original total for that category. (e.g., “Operating Costs”; “Subcontractor/Consultant Costs”, etc., but excluding “Personnel” category).
- Adding new line item(s) in any one of the budget categories.
- An increase in benefits only for the following documented circumstances:
  - a. An increase in employee health care or workers’ compensation costs.
  - b. An increase in social security or unemployment insurance costs.
  - c. An increase in employee payroll taxes.

Documented proof of increased costs must be provided (i.e., tax documents, invoices, etc.).

- An addition of new budgeted positions that do not have a significant impact on contracted services or contract deliverables and do not require duties and/or qualifications to be identified in the scope of the project.
- An increase in a budgeted position’s time base (e.g., from 50% to 75%, etc.).

### 6. What are the Contractor’s responsibilities concerning a BTR?

The Contractor shall submit a BTR once each quarter to reconcile any movement of funds not requiring the submittal of an immediate BTR. No later than 15 business days after the end of each quarter, the Contractor will submit their quarterly BTR to the Contract Manager. The BTR must reflect budget transfer costs of existing project funds, provide justification and supporting documentation for each budget transfer, and submit a revised budget for the affected fiscal years. The justification/documentation memorandum must accompany the BTR and be signed by the Contractor’s Director or designee. *If no movement of funds occurred during any quarter, the Contractor will indicate this on their last monthly invoice for that quarter.*



### 7. What are CDCR's responsibilities concerning a submitted BTR?

CDCR Contract Managers must submit a copy of all approved BTRs, along with a revised budget, to the CDCR Accounting Services office and the Office of Business Services (OBS). OBS will review all BTRs and revised budgets to ensure that they are in accordance with the guidelines. Any approved BTR that is deemed inappropriate will be noted and directed to the OAC for audit exceptions. OBS will notify the CDCR Contract Manager of any BTR that has been forwarded to the OAC.

The Accounting Office will not pay invoices exceeding the budgeted category amounts until an approved BTR and revised budget have been received from the CDCR Contract Manager. The Accounting Office will only pay invoices for categories that are reflected in the current approved line item budget that have sufficient funds. All BTRs and revised budgets will be maintained in the contract file.

BTRs are effective for the entire fiscal year of request. BTRs for the last quarter of any given fiscal year, or upon term end of contract, must be received by CDCR's Accounting Office and OBS (after program review and approval) no later than 90 days after the fiscal year end. BTRs received after 90 days of the fiscal year end must be accompanied by a signed late justification memorandum, submitted by the contractor for approval by the Deputy Director or equivalent of the CDCR Program.

### 8. How do I include duties performed for a vacant position?

A vacant position's duties may be temporarily performed:

- By an existing position whose time base is currently less than 100% (*e.g., time base of 75% increased to 100% and the existing position's budgeted amount would also increase by transferring costs from the vacant position*); or,
- By allowing existing staff to work overtime; or
- By employing temporary help.

### 9. What are allowable salary rate increases?

Salary increases *not included in the budget at the time of bid* will only be allowed during the term of the contract under the following conditions:

- CDCR increases contract responsibilities which results in increased responsibilities of the established budgeted positions; or,
- The project is legislatively approved for cost of living adjustments; or,
- The Contractor experiences documented recruitment or retention problems; or,

- Salary increases are required by the Contractor's agreement with its employees' unions.

Salary increases over 15% of the high range, other than those included in the budget at the time of bid, must have **prior** amendment approval before making commitments to staff.

### 10. What can cause a change in the number of budgeted positions?

The number of established budgeted positions may increase (e.g., from 3.5 to 5 full time employee positions) due to an increase in the quantity of services.

An employee's percentage of time worked may increase (e.g., from 75% to 100%) when performing additional duties.

### 11. When can new budget line items be added?

New positions, excluding temporary help, may be added to a project budget during the contract amendment process due to a change in the scope of work. A new position's salary range, percentage of time and number of months must be shown on the project budget. A new position's salary range must be in line with the established salaries identified in the project budget.

Additional budget line items and associated costs may be added by an amendment to reflect the actual increased costs associated with providing services.

The Contractor is allowed to add new line items by utilizing existing funds within each FY budget without the need to process an amendment.

*All new line items must be reflected in a BTR.*

### 12. How do I configure monthly invoices for contract expenditures?

The Contractor may use CDCR's monthly invoice form entitled, "**Monthly Invoice for Contract Expenditures**" (included in this guide) *or may develop a similar monthly invoice form*. If a Contractor elects to develop their own monthly invoice, the monthly invoice **must include** the same data information and associated costs as indicated on CDCR's monthly invoice. The CDCR Accounting Office will pay invoices based on monies available in the overall category and not by line item amount.

# **SAMPLE DOCUMENTS**

**Project Budget Proposal**  
**Exhibit AA – Non-Expendable Equipment**  
**OBS 250 - Budget Transfer Request**  
**Quarterly Budget Transfer Request**  
**Monthly Invoice for Contract Expenditures**

Bidder's Name: \_\_\_\_\_

Bid Number \_\_\_\_\_

**Project Budget Proposal  
(Cost Reimbursement Budget)  
Bid for \_\_\_\_\_  
Fiscal Year 20\_\_/20\_\_**

<b>A. PERSONNEL</b>	<b>Number of Positions</b>	<b>Monthly Salary *</b>	<b>% of Project Time *</b>	<b>Number of Months *</b>	<b>Total</b>
<b>Total Staff Salaries</b>					
<b>Total Staff Benefits ( ____ % of Total Staff Salaries)</b>					
<b>TOTAL PERSONNEL COSTS (A)</b>					
<b>B. SUB-CONTRACTORS/CONSULTANTS COSTS</b>					
<b>TOTAL SUB-CONTRACTORS/CONSULTANTS COSTS (B)</b>					
<b>C. OPERATING COSTS</b>					
Travel					
Facility Lease/Rent					
Maintenance/Repair					
Communications					
Utilities					
Insurance					
Supplies/Expendable Equipment					
Non-Expendable Equipment (per Exhibit AA)					
Household Supplies					
Food Costs					
Linen Services					
<b>TOTAL OPERATING COSTS (C)</b>					
<b>SUBTOTAL ANNUAL DIRECT EXPENSES (A+C)</b>					
<b>D. TOTAL INDIRECT COSTS ( ____ % of Subtotal Annual Direct Expenses)</b>					
<b>E. PROFIT FEE ( ____ % of Subtotal Annual Direct Expenses)</b>					
<b>F. OPERATING RESERVE/CONTINGENCY FUND ( ____ % of Subtotal Annual Direct Expenses)</b>					
<b>TOTAL BUDGET FOR FISCAL YEAR _____ (A+B+C+D+E+F)</b>					

(Rev. January 2010)

Contractors Name: \_\_\_\_\_

Exhibit AA

Contract Number \_\_\_\_\_

**NON-EXPENDABLE EQUIPMENT**

List all types of non-expendable equipment used with this project. Budgeted costs for non-expendable equipment reflect payment made per month during the term of the contract. Attach additional sheets if necessary.

EQUIPMENT ITEM and SERIAL NUMBER	RENT COST or LEASE COST  Indicate monthly cost.	DEPRECIATION If not using the straight line method, you will be required to submit support justification indicating the method of depreciation.
	Rent Cost: \$ _____ per month Lease Cost: \$ _____ per month	Acquisition Cost: \$ _____ Useful Life: ____ years Depreciation Cost: \$ _____ per month
	Rent Cost: \$ _____ per month Lease Cost: \$ _____ per month	Acquisition Cost: \$ _____ Useful Life: ____ years Depreciation Cost: \$ _____ per month
	Rent Cost: \$ _____ per month Lease Cost: \$ _____ per month	Acquisition Cost: \$ _____ Useful Life: ____ years Depreciation Cost: \$ _____ per month
	Rent Cost: \$ _____ per month Lease Cost: \$ _____ per month	Acquisition Cost: \$ _____ Useful Life: ____ years Depreciation Cost: \$ _____ per month
	Rent Cost: \$ _____ per month Lease Cost: \$ _____ per month	Acquisition Cost: \$ _____ Useful Life: ____ years Depreciation Cost: \$ _____ per month

Revised January 2010

## BUDGET TRANSFER REQUEST

### (Cost Reimbursement Budgets)

-PLEASE PRINT LEGIBLY-

DATE SUBMITTED (from Contractor):

SUBMITTED TO: <b>California Department of Corrections and Rehabilitation</b>		FROM (Contractor's Official Name as Written on Contract):	
CDCR DIVISION OR PROGRAM (Managing Contract):		PREPARED BY:	TELEPHONE NUMBER:
MAILING ADDRESS:		MAILING ADDRESS	
CITY, STATE, & ZIP CODE:		CITY, STATE, & ZIP CODE:	
ATTENTION (Program / Program Manager):	PHONE NUMBER:	CONTRACT # / AMENDMENT #	FISCAL YEAR(S):

#### TYPE OF BUDGET TRANSFER REQUEST (BTR)

*Note: All BTRs require PRIOR approval from CDCR's Deputy Director or equivalent for the Program.*

CHECK ALL THAT APPLY:

- ☐ Adjust budget costs across established budget categories greater than 15% of original category total (excluding Personnel category). Note that transfers to/from Indirect Costs, Profit Fees, and/or Operating Reserve/Contingency Fund to/from other line items are not allowed.
- ☐ Add new line item(s) in any one budget category.
- ☐ Increase benefits for any of the following (**and provide documentation**):
- ☐ 1. Increase in employee health care or workers' compensation costs.
  - ☐ 2. Increase in social security or unemployment insurance costs.
  - ☐ 3. Increase in employee payroll taxes.
- ☐ Add new budgeted positions (these do not have a significant impact on contracted services or contract deliverables, nor do they require duties and/or qualifications to be identified in the scope of this project).
- ☐ Increase a budgeted positions' time base (e.g., from 50% to 75%).

#### DEPUTY DIRECTOR or EQUIVALENT OF PROGRAM APPROVAL

<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	DATE:
DEPUTY DIRECTOR NAME:	DEPUTY DIRECTOR SIGNATURE:	PHONE NUMBER:

**Attach a revised line-item budget for each fiscal year affected. All pages must include contract and BTR numbers.**

DISTRIBUTION: ☐ Program ☐ Contractor ☐ OBS Contract Analyst ☐ Accounting (original)

Contractor's Name: \_\_\_\_\_

**Quarterly Budget Transfer Request  
(Cost Reimbursement Budget)  
Contract for \_\_\_\_\_  
Fiscal Year 20\_\_/20\_\_**

Exhibit \_\_\_\_  
Contract Number \_\_\_\_\_  
BTR No. \_\_\_\_\_

A. PERSONNEL	Number of Positions	Monthly Salary *	% of Project Time *	No. of Months *	Original Total	1 <sup>st</sup> QTR BTR	2 <sup>nd</sup> QTR BTR	3 <sup>rd</sup> QTR BTR	4 <sup>th</sup> QTR BTR	New Total
<b>Total Staff Salaries</b>										
<b>Total Staff Benefits ( ____ % of Total Staff Salaries)</b>										
<b>TOTAL PERSONNEL COSTS (A)</b>										
<b>B. SUB-CONTRACTORS/CONSULTANTS COSTS</b>										
<b>TOTAL SUB-CONTRACTORS/CONSULTANTS COSTS (B)</b>										
<b>C. OPERATING COSTS</b>										
Travel										
Facility Lease/Rent										
Maintenance/Repair										
Communications										
Utilities										
Insurance										
Supplies/Expendable Equipment										
Non-Expendable Equipment (per Exhibit AA)										
Household Supplies										
Food Costs										
Linen Services										
<b>TOTAL OPERATING COSTS (C)</b>										
<b>SUBTOTAL ANNUAL DIRECT EXPENSES (A+C)</b>										
<b>D. TOTAL INDIRECT COSTS ( ____ % of Subtotal Annual Direct Expenses)</b>										
<b>E. PROFIT FEE ( ____ % of Subtotal Annual Direct Expenses)</b>										
<b>F. OPERATING RESERVE/CONTINGENCY FUND ( ____ % of Subtotal Annual Direct Expenses)</b>										
<b>TOTAL BUDGET FOR FISCAL YEAR ____ (A+B+C+D+E+F)</b>										

- These Personnel changes should be noted on BTR narrative

**MONTHLY INVOICE FOR CONTRACT EXPENDITURES**  
(COST REIMBURSEMENT BUDGETS)

INVOICE NUMBER: \_\_\_\_\_

TO: <b>California Department of Corrections and Rehabilitation</b>		PREPARED BY (NAME)		TELEPHONE NUMBER	
CDCR DIVISION OR PROGRAM		CONTRACTOR'S OFFICIAL NAME			
MAILING ADDRESS		MAILING ADDRESS			
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE			
ATTENTION <b>HEADQUARTERS ACCOUNTING SERVICES SECTION</b>		CONTRACT NUMBER		AMENDMENT NUMBER	
In accordance with the above-referenced contract, payment is requested for satisfactory services provided in the MONTH of _____, 20____					AMOUNT DUE \$

A. PERSONNEL COSTS STAFF POSITIONS & BUDGETED MONTHLY SALARIES <small>Employee's NAME, Position TITLE and TIME Base (% or Hours)</small>	PROJECT BUDGET	YEAR TO DATE EXPENDITURES (EXCLUDE CURRENT MONTH)	CURRENT MONTH EXPENDITURES	BALANCE AVAILABLE
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
<b>TOTAL STAFF SALARIES</b>			\$	\$
<b>STAFF BENEFITS</b> _____ % of Total Staff Salaries as stated in the budget			\$	\$
<b>TOTAL PERSONNEL COSTS =</b>			\$	\$
<b>B. SUB-CONTRACTORS/CONSULTANTS COSTS</b>			\$	\$
<b>C. OPERATING COSTS</b> <i>(attach additional sheets if necessary)</i>				
*Travel			\$	\$
Facility Lease/Rent			\$	\$
Maintenance/Repair			\$	\$
Communications			\$	\$
Utilities			\$	\$
Insurance			\$	\$
Supplies/Expendable Equipment			\$	\$
Non-Expendable Equipment (per Exhibit AA)			\$	\$
Line Item Additions:			\$	\$
_____			\$	\$
_____			\$	\$
<b>TOTAL OPERATING COSTS =</b>			\$	\$
<b>D. INDIRECT COSTS</b> _____ % of (A+C)			\$	\$
<b>E. PROFIT FEE</b> _____ % of (A+C)			\$	\$
<b>F. OPERATING RESERVE/CONTINGENCY FUND</b> _____ % of (A+C)			\$	\$
<b>TOTAL COSTS =</b>			\$	\$

FOR ACCOUNTING OFFICE USE ONLY				
<b>LESS ADVANCE PAYMENT</b> (if applicable, advance payment must be deducted as set forth in the contract)			-	\$
<b>AMOUNT OF PAYMENT DUE (must match "Amount Due" above)</b>			\$	

The undersigned certify, by review and verification of the attached documentation, satisfactory service has been provided in accordance with the above-referenced contract.

SIGNATURE <u>AND</u> PRINTED NAME OF CONTRACTOR'S FISCAL OFFICER	DATE SIGNED
SIGNATURE <u>AND</u> PRINTED NAME OF CDCR PROGRAM MANAGER	TITLE
	DATE SIGNED

\* SUPPORTING DOCUMENTATION REQUIRED WITH SUBMITTAL OF MONTHLY INVOICE

☐ CHECK THIS BOX ON THE LAST MONTHLY INVOICE OF THE QUARTER WHEN THERE HAS BEEN NO MOVEMENT OF FUNDS FOR THE QUARTER.



# MONTHLY INVOICE FOR CONTRACT EXPENDITURES (COST REIMBURSEMENT BUDGETS)

## INSTRUCTIONS

### CONTRACTOR COMPLETES:

**INVOICE NUMBER:** Enter an invoice number *(for tracking purposes)*.

**TO:** Enter the CDCR Division or Program administering the contract. Mail to the address identified in the contract's General Terms and Conditions, Attention: Accounting Department.

**PREPARED BY:** Enter the name and telephone number of the individual responsible for preparing the monthly invoice. Individual identified will serve as the contact person and should be able to answer questions regarding the monthly invoice.

**CONTRACTOR'S OFFICIAL NAME AND MAILING ADDRESS:** Enter the business name and mailing address as stated on the contract documents. If mailing address changes during the course of the contract, Contractor will be responsible for notifying CDCR of the new address.

**CONTRACT NUMBER AND AMENDMENT NUMBER:** Note on each monthly invoice submitted.

**WHEN SERVICES PROVIDED AND AMOUNT DUE:** Identify the month, year and the amount of payment due.

### Project Budget Costs

For the following budgeted costs, do not send supporting documentation with the monthly invoice, but retain files in the Contractor's headquarters office based in California or at the project service location where services are being provided.

**EXCEPTION:** Required to submit supporting documentation for "Travel Costs" and "Sub-Contractors/Consultant Costs."

**PERSONNEL COSTS:** List the name, position title, time base percentage (or hours worked). Each approved position must be listed whether staffed or vacant. To justify the use of salary savings, the Contractor must obtain prior approval through the Budget Transfer Request process. Monthly invoice for salary costs of vacant positions cannot be reimbursed, or claimed for personnel services not rendered during the vacancy period. Attach additional lines as necessary.

**STAFF BENEFITS:** Enter the percentage of Total Staff Salaries as stated in the budget. If a percentage range was established (due to some staff benefit premiums being paid on a quarterly or annual basis), the monthly amount paid can not exceed the established high range.

**SUB-CONTRACTOR/CONSULTANT COSTS:** Enter the associated costs. Submit supporting documentation for all expense reimbursements of associated costs claimed with the monthly invoice and retain a copy at the Contractor's headquarters or at the project service location where services are being provided for audit purposes.

### OPERATING COSTS:

**TRAVEL** - Enter the costs directly related to travel for the project. Travel costs must be supported by travel expense vouchers, purpose of travel, location (to and from destinations), dates, time of travel, rates claimed, mileage and any applicable receipts. Submit supporting documentation for travel costs claimed with the monthly invoices and retain a copy at the Contractor's headquarters or at the project service location where services are being provided for audit purposes.

**FACILITY LEASE/RENT** - Enter the monthly lease/rent costs applicable to the occupied space for the project. If Contractor occupies space(s) which will only be partially used by the CDCR project, the allowable space costs must be based on the percentage of space used for the project. If the facility is owned by the Contractor, the Contractor may be compensated for the use of buildings through depreciation and current interest expense related to the purchase of the facility. The computation of depreciation will be based on total facility acquisition cost, less land cost. Adequate property records must be maintained and a straight line method of computing depreciation must be used, in accordance with Internal Revenue Code. The method of computing depreciation must be consistently applied.

**MAINTENANCE/REPAIR** - Enter the costs that reflect expenses for the upkeep of the facility and/or the repair of non-expendable equipment.

**COMMUNICATIONS** - Enter the costs associated for the operation of the project. Costs include, but are not limited to, telephone service, postage costs and messenger service.

**UTILITIES** - Enter the costs associated for the operation of the project. Costs include, but are not limited to, gas, electricity, water and trash collection.

**INSURANCE** - Enter the costs associated in maintaining insurance coverage for the operation of the project.

**SUPPLIES/EXPENDABLE EQUIPMENT** - Enter the purchase price of office supplies and/or expendable equipment (acquisition cost of less than \$5000 per unit) necessary to meet the project's required services.

**NON-EXPENDABLE EQUIPMENT** - Enter the costs as indicated in the approved budget for the method of charge (rent/lease or depreciation).

**LINE ITEM ADDITIONS** - Enter those costs deemed necessary to provide contracted services as indicated in the approved budget.

**INDIRECT COSTS** - Will be allowed to the extent specified in the approved contract budget. Enter the associated costs and list the indirect cost rate (percentage of costs) which is based on the combinations of Total Personnel Costs and Total Operating Costs.

**PROFIT FEE** (For profits only) - Will be allowed to the extent specified in the approved contract budget. Enter the profit or service fee rate (percentage of costs), which is based on the combinations of Total Personnel Costs and Total Operating Costs. Enter the associated total costs. *Note that non-profits and government agencies are not allowed to claim profit or service fees.*

**OPERATING RESERVE/CONTINGENCY FUND** (For non-profits and government agencies) - May include this line item. The fund/reserve can be up to 5% of the cost of operating the project, exclusive of indirect and subcontractor costs.

**FISCAL OFFICER'S SIGNATURE** - Contractor's fiscal officer must review and certify with their signature that expenditures claimed are in accordance with the provisions identified in the contract budget. Fiscal officer must print and sign their name and date each monthly invoice. ***Send the signed original and two (2) copies to accounting.***

**IF NO BUDGET CHANGES OCCURRED DURING THE QUARTER** - If there were no movement of funds during the quarter, including amendments, the Contractor will indicate this on their last monthly invoice for that quarter by checking the box at the bottom of the invoice. If there were movement of funds, leave blank. *(Check only for last monthly invoice of the quarter).*

**CDCR STAFF COMPLETES:** The CDCR Contract Manager or their authorized designee must review Contractor's monthly invoice and certify with their signature that based upon their review and verification of the attached documentation, satisfactory service as been provided in accordance with the provisions of the contract budget. The individual authorizing the payment of the monthly invoices must sign, along with entering their title and date of signature. Forward to accounting the approved invoice and retain support documentation for your project records. The CDCR Accounting Office will pay invoices based on monies available in the overall category and not by line item amount.



## Name of Prime Contractor:

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

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:

--

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.

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

### 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.

<b>Net Dollar Value of SB/MB Subcontractor Agreement:</b>	<b>Total SB/MB Percentage:</b>	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:	<b>Signature of Subcontractor/Supplier Representative:</b>	
<b>For State Use Only</b> Information Verified by:		Date:	

[illegible]

### DARFUR CONTRACTING ACT

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

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

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Initialing (for Options 1 or 2)</i>	

To be eligible to submit a bid or proposal, please complete only one of the following:

1. \_\_\_\_\_ We do not currently have, or we have not had within the previous three years,  
Initials business activities or other operations outside of the United States.

OR

2. \_\_\_\_\_ We are a scrutinized company as defined in Public Contract Code section 10476,  
Initials but we have received written permission from the Department of General Services (DGS) 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.

OR

3. \_\_\_\_\_ We currently have, or we have had within the previous three years, business  
Initials activities or other operations outside of the United States, but we certify below  
+ certification that we are not a scrutinized company as defined in Public Contract Code section  
below 10476.

#### **CERTIFICATION For # 3.**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<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>

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

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

INSURED:

**COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input 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)	\$
	<b>AUTOMOBILE LIABILITY</b> <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 <input type="checkbox"/>				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per Person)	\$
					BODILY INJURY (Per Person)	\$
					PROPERTY DAMAGE	\$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY LIMITS	
					EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$
	<b>OTHER</b>					

**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**

**PAYEE DATA RECORD**

(Required in lieu of IRS W-9 when doing business with the State of California)

STD. 204 (Rev. 2/00)

**NOTE: Governmental entities, federal, state, and local (including school districts) are not required to submit this form.**

SECTION 1 must be completed by the requesting state agency before forwarding to the payee

1.  <b>PLEASE RETURN TO:</b>	DEPARTMENT/OFFICE California Dept. of Corrections, Office of Contract Services STREET ADDRESS 1515 S Street, Room 127 N CITY, STATE, ZIP CODE Sacramento, CA 95811 TELEPHONE NUMBER	<b>PURPOSE:</b> Information contained in this form will be used by state agencies to prepare information Returns (Form 1099) and for withholding on payments to nonresident payees. Prompt return of this fully completed form will prevent delays when processing payments. <b>(See Privacy Statement on reverse)</b>						
2.	PAYEE'S BUSINESS NAME <hr/> SOLE PROPRIETOR-ENTER OWNER'S FULL NAME HERE (Last, First, M.I.) <hr/> MAILING ADDRESS (Number and Street or P.O. Box Number) <hr/> (City, State and Zip Code)							
3.  <b>VENDOR ENTITY INFORMATION</b>	CHECK ONE BOX ONLY <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> <b>LEGAL CORPORATION</b>  <input type="checkbox"/> <b>MEDICAL CORPORATION</b>  <input type="checkbox"/> <b>EXEMPT CORPORATION</b>  <input type="checkbox"/> <b>ALL OTHER CORPORATIONS</b>          FEDERAL EMPLOYERS IDENTIFICATION NUMBER (FEIN)          --       </div> <div> <input type="checkbox"/> <b>PARTNERSHIP</b>  <input type="checkbox"/> <b>ESTATE OR TRUST</b> </div> </div> <hr/> <input type="checkbox"/> <b>INDIVIDUAL SOLE PROPRIETOR</b> SOCIAL SECURITY NUMBER OF OWNER _____ OWNER'S FULL NAME (Print) _____	<b>NOTE:</b> State and local governmental entities, including school districts are not required to submit this form.  <b>NOTE:</b> Payment will not be processed without an accompanying taxpayer I.D. number.						
4.  <b>PAYEE RESIDENCY STATUS</b>	CHECK APPROPRIATE BOX(ES) <input type="checkbox"/> California Resident - Qualified to do business in CA or a permanent place of business in CA <input type="checkbox"/> Nonresident (See Reverse) Payments to nonresidents for services may be subject to state withholding <input type="checkbox"/> WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED <input type="checkbox"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA	<b>NOTE</b> a. An estate is a resident if decedent was a California resident at time of death. b. A trust is a resident if at least one trustee is a California resident. (See Reverse)						
5.  <b>CERTIFYING SIGNATURE</b>	<div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>I hereby certify under penalty of perjury that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you.</b> </div> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or print)</td> <td style="width: 50%; padding: 5px;">TITLE</td> </tr> <tr> <td style="width: 50%; padding: 5px;">SIGNATURE</td> <td style="width: 50%; padding: 5px;"> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">DATE</td> <td style="width: 50%; padding: 5px;">TELEPHONE NUMBER</td> </tr> </table> </td> </tr> </table>		AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or print)	TITLE	SIGNATURE	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">DATE</td> <td style="width: 50%; padding: 5px;">TELEPHONE NUMBER</td> </tr> </table>	DATE	TELEPHONE NUMBER
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DATE	TELEPHONE NUMBER							



## ARE YOU A RESIDENT OR A NONRESIDENT?

Each corporation, individual/sole proprietor, partnership, estate or trust doing business with the State of California must indicate their residency status along with their taxpayer identification number.

A **corporation** will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For **individuals/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 which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a **partnership** is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

From within the United States, call 1-800-852-5711  
From outside the United States, call 1-916-845-6500  
For hearing impaired with TDD, call 1-800-822-6268

## ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident payees, including corporations, individuals, partnerships, estates and trusts, are 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 \$1500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FTB 588 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If the payee activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

Franchise Tax Board  
Nonresident Withholding Section  
Attention: State Agency Withholding Coordinator  
P.O. Box 651 Sacramento, CA 95812-0651  
Telephone: (916) 845-4900  
FAX: (916) 845-4831

**If a reduced rate of withholding or waiver has been authorized by the Franchise Tax Board, attach a copy to this form.**

## PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, state or local governmental agency which requests an individual to disclose his social security 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.

The state of California requires that all parties entering into business transactions that may lead to payment(s) from the State must provide their Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18646 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109(a). The TIN for individual and sole proprietorships is the Social Security Number (SSN).

It is mandatory to furnish the information requested. Federal law requires that payments for which the requested information is not provided be subject to a 31% withholding and state law imposes noncompliance penalties of up to \$20,000.

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

Please call the Department of Finance, Fiscal Systems and Consulting Unit at (916) 324-0385 if you have any questions regarding this Privacy Statement. Questions related to residency or withholding should be referred to the telephone numbers listed above. All other questions should be referred to the requesting agency listed in Section I.

CCC-307

**CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

## REQUEST TO EXEMPT CONTRACT OR AMENDMENT FROM DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) REQUIREMENTS

<b>Institution/Program</b> BPH		<b>Mailing Address</b> PO Box 942883, Sacramento, CA 94283-0001	
<b>Requestor</b> (Please print/type Name, Title, and Phone Number) Julie Thompson, SSA, 255-5672		<b>Requestor's Signature</b>	<b>Date</b> April 29, 2011
<b>Contractor's Name</b> TBB			
<b>Service Contract/Amendment Number</b> Bid Number 6000000580	<b>Public Works Contract Number</b>		<b>Contract/Amendment Effective Date</b> July 1, 2011
<b>Current Contract Amount</b>	<b>Amendment Amount</b>		<b>Total Contract Amount</b> Est. \$450,636.00

If request is for an amendment, did the original contract comply with DVBE? ☐ YES ☐ NO

Was original contract exempt from Office of Business Services review/approval? ☐ YES ☐ NO

Effective date of original contract:

**Briefly describe the service(s) provided by the above contract/amendment:**

This is an IFB for the contractor(s) to provide substance abuse services for inmates participating in the Trauma-Informed Substance Abuse Treatment at 1 Location: CIW

**Justification: Identify the exemption criterion/criteria, as specified in the California Code of Regulations, Title 15, Article 8, Sections 3475(a)(2) through 3475(a)(9), which applies to the contract or amendment (see reverse side of this form). Briefly discuss why the requested exemption is needed, providing the appropriate information. Attach additional sheets if necessary and attach any appropriate backup documentation.**

Section 3475(a)(5): The department has determined that the contract for services to be supplied exclusively by an individual business concern involves minor or insignificant incidental services or supplies.

1. Identify all possible subcontractable work, the approximate associated dollar amount for each item, and each item percentage of the total contract dollar amount.  
.
2. If subcontractable work has been identified, explain the condition(s) that exist that preclude subcontracting.

**Request:** ☐ Approved ☐ Denied

**Comments:**

**Section Chief, Office of Business Services**

**Date**

**Distribution:** ☐ Contract File ☐ SB/DVBE Liaison/Advocate

The following sections are in the California Code of Regulations, Title 15, Division 3, Chapter 1, Subchapter 5, Article 8. To request contract exemption from DVBE participation, please identify the appropriate section(s) and include the related information in the space provided on the front of this form under “Justification”.

<b>Section 3475(a)(2)</b>	<p>The department has determined that there are no disabled veteran business enterprises within a reasonable market area.</p> <ol style="list-style-type: none"> <li>Describe the “reasonable market area” for this contract.</li> <li>Provide the resources (DVBE lists, referral organizations, etc.) that were utilized to locate DVBE vendors. Identify the list(s) used, the referral organizations’ names, the contact persons, and the telephone number(s). <ol style="list-style-type: none"> <li>Document the information you received.</li> </ol> <p><i>If 2 applies, respond to a through c below:</i></p> <ol style="list-style-type: none"> <li>List the DVBE firms contacted.</li> <li>Provide the results.</li> <li>Provide documentation of all contacts that were made, including copies of all written correspondence.</li> </ol> </li> </ol>
<b>Section 3475(a)(3)</b>	<p>The department has determined that the project or contract contains no opportunity for subcontracting.</p> <ol style="list-style-type: none"> <li>List subcontractible work available for this contract.</li> <li>Explain what conditions exist that prevent subcontracting.</li> </ol>
<b>Section 3475(a)(4)</b>	<p>The department has determined that an emergency exists involving the public health, welfare, safety, security of a facility and/or the public.</p> <ol style="list-style-type: none"> <li>Describe the emergency situation and why DVBE participation should be exempted.</li> </ol>
<b>Section 3475(a)(5)</b>	<p>The department has determined that the contract for services to be supplied exclusively by an individual business concern involves minor or insignificant incidental services or supplies.</p> <ol style="list-style-type: none"> <li>Identify all possible subcontractible work, the approximate associated dollar amount for each item, and each item percentage of the total contract dollar amount.</li> <li>If subcontractible work has been identified, explain the condition(s) that exist that preclude subcontracting.</li> </ol>
<b>Section 3475(a)(6)</b>	<p>The department has determined that the contract will result in the state being a user of services normally provided to the public at large, e.g., electricity, gas, water, garbage collection, use of common carriers, and/or over-night accommodations.</p> <ol style="list-style-type: none"> <li>Describe the service to be provided.</li> <li>Explain the conditions that prevent the bidder/potential contractor from complying with DVBE requirements.</li> <li>Explain the restrictions in the market area which prevent your facility from contracting with other providers.</li> </ol>
<b>Section 3475(a)(7)</b>	<p>The department has determined that there is only one person or entity that can reasonably and effectively perform the required services for which there is minor, insignificant, or no opportunity for subcontracting.</p> <ol style="list-style-type: none"> <li>Identify all possible subcontractible work; the approximate associated dollar amount of each item; and the percentage of the total contract dollar amount for each item.</li> <li>If subcontractible work has been identified, provide the condition(s) that exist that preclude subcontracting.</li> </ol>
<b>Section 3475(a)(8)</b>	<p>The department has determined that extraordinary circumstances exist which make it impossible for the potential contractor or the department to comply with the disabled veteran business enterprise requirements.</p> <ol style="list-style-type: none"> <li>Describe in detail the extraordinary circumstance(s).</li> <li>If subcontractible work has been identified, provide the condition(s) that exist that preclude subcontracting.</li> </ol>
<b>Section 3475(a)(9)</b>	<p>An amendment to an existing contract is either based on one or more of the above conditions or the amendment will not materially change the scope of work, as determined by the department.</p> <ol style="list-style-type: none"> <li>Identify the section number [3475(a)(2) through 3475(a)(9)] that applies to this amendment. Provide the appropriate information for that criterion/criteria.</li> <li>Describe the amendment and state its dollar amount.</li> <li>State whether or not the amendment changes the scope of work. If so, describe.</li> <li>Provide the total contract cost, including this amendment amount.</li> <li>Identify the date, amount, and the DVBE participation realized on the original, approved contract.</li> <li>Identify each prior amendment date and amount, and state whether DVBE requirements were applied. If so, provide the results.</li> </ol>

**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](http://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.**