

STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS
AND REHABILITATION
INVITATION FOR BID

BID NO. 6000000580

Date: August 15, 2011

The California Department of Corrections and Rehabilitation (CDCR), **Board of Prison Hearings**, hereafter referred to as the State, is inviting responses to this Invitation for Bid (IFB) entitled **Live Interpreter Services**.

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

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

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

- Notice to Prospective Bidders
- Bid Submittal Checklist
- Sample Standard Agreement (STD 213)
- Scope of Work (Exhibit A)
- Fifty Most Requested Language Interpretations (Exhibit A-1)
- California Rules of Court (Exhibit A-2)
- Budget Detail and Payment Provisions (Exhibit B)
- Bid Proposal (Exhibit B-1)
- Rate Sheets (Exhibit B-2, 1 page per Region)
Electronically downloaded bid package includes an Excel spreadsheet file in addition to the PDF version (for additional information, see Exhibit B-2, first paragraph.

- General Terms and Conditions (Exhibit C)
This document is incorporated in this bid package by reference only and is available on the Internet at <http://www.documents.dgs.ca.gov/ols/GTC-610.doc> . If you do not have Internet access, you may request a hard copy of Exhibit C by contacting the contract analyst listed below.
- Special Terms and Conditions (Exhibit D)
- California State Institution Map (Attachment 1)
- Region Hearing Location Codes (Attachment 2)
- BPH 1077 Form (Attachment 3)
- 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)
- DVBE Incentive Request and Subcontractor Acknowledgment (OBS 554) (if applicable)
- Non-Small Business Preference Request and Subcontractor Acknowledgement (OBS 555) (if applicable)
- Darfur Contracting Act (OBS 1500)
- Sample Certificate of Insurance
- Bidder Declaration (GSPD-05-105)
- DVBE Declarations (STD 843)
- DVBE Participation in Exempt Contracts (CDCR 1786)

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
California Relay Service 1-800-735-2929

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

NOTICE TO PROSPECTIVE BIDDERS

Live Interpreter Services

Bid 6000000580

I. PROJECTED TIMETABLE

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

IFB Available to Prospective Bidders	August 15, 2011
Letters of Inquiry	August 22, 2011
Submission of Bid	September 15, 2011
Public Bid Opening	September 15, 2011 @ 3:00 p.m.
Anticipated Date for Commencement of Services	Upon Approval
Termination of Agreement	June 30, 2013

II. FUNDING

The State estimates that the total amount of this Agreement shall not exceed \$450,636.00.

Estimated Funding for each Region:

FY	Region I	Region II	Region III	Region IV	2 year Total
11/12	\$60,348	\$68,526	\$53,862	\$42,582	\$225,318.00
12/13	\$60,348	\$68,526	\$53,862	\$42,582	\$225,318.00
Total	\$120,696.00	\$137,052.00	\$107,724.00	\$85,164.00	\$450,636.00

III. INTRODUCTION

The California Department of Corrections and Rehabilitation is seeking a contractor to provide live interpreter services in common, exotic and sign language, for inmate/parolees for all parole proceedings. The Contractor shall provide the California Department of Corrections and Rehabilitation (CDCR), Board of Parole Hearings (BPH) with live interpreting services to assist in effective communication between BPH staff and inmates/parolees with language barriers.

IV. **BIDDER QUALIFICATIONS AND LICENSING REQUIREMENTS**

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

This service shall be performed by a certified interpreter, defined by the Judicial Council of California Administrative Office of the Courts (JCCAOC) as “*an interpreter that has passed the Judicial Council’s Court Interpreter Certification Examination in one of twelve (12) languages,*” or, a registered interpreter defined by the JCCAOC as “*One who interprets in a spoken language for which there is no state certification exam, and has passed the English Fluency Examination.*” The Contractor will provide the interpreting of the spoken word of both common and exotic languages, as well as the translation of the written word from one language to another and American Sign Language (ASL) interpretation. ASL interpreters must be certified with the Registry of Interpreters for the Deaf, (RID) Inc.

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

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

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

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

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

VI. 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, California Department of Corrections and Rehabilitation
HAND DELIVERY, or Office of Business Services, Contracts Management Branch
OVERNIGHT MAIL: 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 Live Interpreter Services - Bid NO. 6000000580 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.

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.

VII. LETTERS OF INQUIRY

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

Any letters of inquiry must be submitted in writing to allow CDCR time to research and prepare a response. Submit your letter of inquiry by August 22, 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

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

VIII. 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.

IX. 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.

X. 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.

XI. 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.

The BPH reserves the right to award multiple Agreements for backup purposes. When services are needed, the "primary" Contractor, defined as the lowest responsible bidder, will be contacted first. If and ONLY if the primary Contractor is unable to provide services, the "secondary" Contractor, defined as the second lowest responsible bidder, will be contacted. This process will be repeated based on the number of Agreements awarded and will take place each time the Processing and Scheduling Unit notifies the Contractor to provide services. BPH will notify the Contractor seventy two (72) hours in advance of their interpreter requirements.

Contractor's with multiple Agreements on subsequent bids for the same service at the same institution shall be obligated to provide services at the rates specified in the Contractor's primary Agreement (i.e., the Agreement first bid) until all obligations under that Agreement (e.g., number of hours) are satisfied before the rates in any subsequent Agreements are used. The only exception to this provision occurs when the rates in a subsequent Agreement is lower than those of the primary Agreement; the State then has the sole right to determine which rates will be applied.

The State intends to award as many Agreements as are necessary for backup purposes. Each Agreement will have a separate Agreement number and include all of the information contained in the bid document for the locations and sites awarded to that Contractor.

XII. PROTEST AWARD

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

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

The envelope containing the written protest must clearly state: **"Protest Concerning IFB Number XXXXX for the California Department of Corrections and Rehabilitation"**. Protests **MUST** be filed with:

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

XIII. AGREEMENT EXECUTION

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

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

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

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

XIV. 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.

BID SUBMITTAL CHECKLIST

INTERPRETER SERVICES

IFB No. 6000000580

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

A complete bid will consist of the documents identified below.

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

- Bid Submittal Checklist
- Bid Proposal (Exhibit B-1)
- Rate Sheets (Exhibit B-2, 1 page)
- Original Payee Data Record (STD 204)
- Copy of Certificate of Insurance
- Copy of valid California city or county business license 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.
- OBS 554 – DVBE Bid Incentive Request and Subcontractor Acknowledgment (if applicable)
- OBS 555- Non-Small Business Preference Request & Subcontract Acknowledgment (if applicable)
- GSPD-05-105 Bidder Declaration
- CDCR 1786 DVBE Participation in Exempt Contracts (One original)
- OBS 1500 Darfur Contracting Act

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

AGREEMENT NUMBER

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

CONTRACTOR'S NAME

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

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

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

Exhibit A – Scope of Work _____ page(s)

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

Exhibit C* – General Terms and Conditions

Check mark one item below as Exhibit D:

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

Exhibit - D* Special Terms and Conditions _____ page(s)

Exhibit E – Additional Provisions _____ page(s)

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

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

CONTRACTOR

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

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

California Department of General Services Use Only

Exempt per:

I. INTRODUCTION

The California Department of Corrections and Rehabilitation is seeking a contractor to provide live interpreter services in common, exotic and sign language, for inmate/parolees for all parole proceedings. The Contractor shall provide the California Department of Corrections and Rehabilitation (CDCR), Board of Parole Hearings (BPH) with live interpreting services to assist in effective communication between BPH staff and inmates/parolees with language barriers.

II. CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall provide live interpreter services, including ASL, on an as needed basis to the BPH at all hearing locations throughout the State of California. The State of California conducts these hearings, at one time or another, in all of the two hundred forty seven (247) detention facility locations statewide, including State prisons, county jails, community correctional facilities, etc., and requires on site interpretation at these hearings regularly. (See attachment 2, Regional Hearing Location Codes). The Contractor Interpreter's (CI) responsibilities will include accurately interpreting at a professional level with a diverse group of individuals with divergent educational experiences and language skills. The CI must accurately interpret proceedings and interact with and for individuals possessing both high levels of education and expansive vocabularies and those persons with limited formal education and/or language skills, without changing the language register of the speaker. Interpreters may be responsible for translating written documents of a legal nature from English into the target language and from the target language into English in a reasonable amount of time. This time limit shall depend on the language and will be addressed in the rate sheet exhibit. Contractor shall furnish all labor, including travel and per diem, materials, non-consumable supplies, transportation, equipment, and every other item of expense necessary to perform interpretation services in a multitude of languages including, but not limited to, American Sign Language (ASL).
- B. Interpreters shall be certified or registered, and will be required to maintain their certificate with the Judicial Council of California Administration Office of the Courts (JCCAOC). ASL interpreters must be Registry of Interpreters for the Deaf Inc. (RID) certified. Any fees associated with the certification or renewal with the Administrative Office of the Courts shall be the responsibility of the Contractor. The CDCR shall neither pay nor reimburse for costs incurred by the Contractor for CI's to maintain certification.
- C. Interpreters shall be available between the hours of 8:00 AM and 5:15 PM, five (5) days a week. If services are required for an eight (8) hour period, a thirty (30) minute unpaid lunch break will be allowed. The requested hours of services may range from one (1) hour to forty (40) hours per week per request. The CI will be required to interpret for as long as is required by the commissioner or deputy commissioner, and shall be compensated for additional time and services when these unpredictable situations arise per the rate sheet. The CI shall arrive, in person, at a predetermined time and location. The CI must be punctual and take into schedule consideration the approximate time required for security screening and registration at State facilities.

- D. Interpreters are to appear on time and in appropriate professional attire, adhering to the Clothing Restrictions section within Exhibit D Special Terms and Conditions. The CI shall follow the California Rules of Court, Rule 2.890 (formally Rule 984.4) (Attached as Exhibit A-2) regarding the Professional Conduct of Interpreters, attached and hereby made a part of this agreement.
- E. This includes representation of qualifications; complete and accurate interpretation; impartiality and avoidance of conflicts of interests; confidentiality; giving legal advice; professional relationships; continuing education and duty to the profession; assessing and reporting impediments to performance; and, duty to report ethical violations.
- F. If the confirmation letter and/or an invoice are received and do not include all the required information as outlined above, the document(s) will be returned to the Contractor with a cover letter identifying the reason(s) for return and will result in delayed payment. To ensure timely processing, the BPH's Request for Invoice Correction letter must be attached to the confirmation letter and/or BPH 1077 invoice containing the requested corrections and/or modifications.
- G. If the Contractor is unable to provide certified or registered Interpreters in common and exotic languages, and/or registered ASL interpreters, the hearing locations and/or institutions may then be required to locate another Interpreter and back charge the Contractor for any additional charges incurred by the hearing locations/institutions.
- H. If the Contractor is unable to perform the duties as required and specified in the terms of this agreement for any reason including, but not limited to, mechanical failures, (or any other reason) the BPH reserves the right to initiate any and all available remedies in order to comply with all court mandates including Armstrong, Rutherford, and Valdivia. In such cases, the BPH may rely on the services of a secondary contractor, and shall be reimbursed for any additional costs or expenses incurred above the Agreement cost. If it becomes necessary for the BPH to enlist the services of other or secondary contractors in excess of twelve (12) times within a one (1) year period, when due to non exigent circumstances, the BPH shall deem this a failure to perform. Failure to perform allegations shall be addressed and pursued in accordance with Exhibit D, Special Terms and Conditions, #1 Contract Disputes.
- I. These services include life parole consideration hearings, revocation hearings, revocation extension hearings, and mentally disordered offender hearings. This service shall be performed by a certified interpreter, defined by JCCAOC as "*an interpreter that has passed the Judicial Council's Court Interpreter Certification Examination in one of twelve (12) languages,*" or, a registered interpreter defined by the JCCAOC as "*One who interprets in a spoken language for which there is no state certification exam, and has passed the English Fluency Examination.*" The Contractor will provide the interpreting of the spoken word of both common and exotic languages, as well as the translation of the written word from one language to another and American Sign Language (ASL) interpretation. ASL interpreters must be certified with RID. These services will be provided, when necessary, to those inmates/parolees who understand little or no English, as well as persons with limited

language skills and disabilities, in accordance with the Americans with Disabilities Act (ADA) Title III. These hearings are administrative in nature and do not include criminal trials. The BPH estimates that in a one year period, approximately one thousand (1,000) hearings require the services of an interpreter. If the needs for interpreter services exceeds one thousand (1,000) the Contractor is expected to provide service and BPH will pay for such service. Of the approximate one thousand (1,000) hearings annually statewide, 93 percent would be considered common language, of which 88 percent are Spanish interpretations. A list of the fifty (50) most requested language interpretations is attached as Exhibit A-1.

III. CDCR RESPONSIBILITIES

- A. The State shall provide the Contractor a confirmation letter advising them of the type of hearing, date, time, location and appropriate contact. The CI shall bring the confirmation letter with them to the hearing. At the completion of the services, the CI shall present this letter to the hearing officer for signature confirmation of attendance.
- B. If at any time the BPH modifies, adds, subtracts, amends, or changes locations of State of California BPH hearings, it shall be the responsibility of the BPH to provide to the Contractor within thirty (30) days, written notice of venue changes and provide a map depicting the locations of these changes.
- C. If the confirmation letter and/or an invoice are received and do not include all the required information as outlined above, the document(s) will be returned to the Contractor with a cover letter identifying the reason(s) for return and will result in delayed payment. To ensure timely processing, the BPH's Request for Invoice Correction letter must be attached to the confirmation letter and/or BPH 1077 invoice containing the requested corrections and/or modifications.
- D. BPH will notify the Contractor seventy-two (72) hours in advance of their interpreter requirements

IV. NOTIFICATION

Due to the uncertain nature of the business conducted by the BPH, it may become necessary to require interpreter services on relatively short notice. It will be the responsibility of the BPH to notify the Contractor as soon as it is possible of these unscheduled hearings. It is understood that it will not always be possible for the Contractor to provide a CI in short notice situations (less than seventy-two 72 hours). As these hearings are of a legal nature and mandated by law, remedies must be sought when the Contractor is unable to provide a CI. The BPH reserves the right to contract the services of additional contractors when the Primary Contractor informs BPH Processing and Scheduling Unit via email or facsimile that it is unable to perform.

V. DEPARTMENT OF CORRECTIONS AND REHABILITATION CONTACT INFORMATION

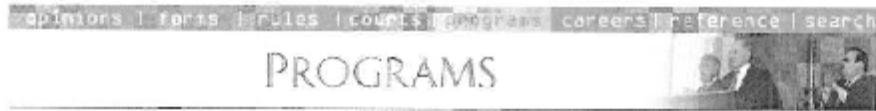
Should questions or issues arise during the term of this Agreement, contact the following CDCR offices:


Billing/Payment Issues:
Headquarters Accounting
10000 Goethe Road, Ste B-2
Sacramento, CA 95827
Phone Number: (916) 255-2042
Fax Number: (916) 255-5419

Scope of Service/Performance Issues:
Board of Parole Hearings
Glenn Willer
Contract Liaison Unit
1515 K ST, Suite 600
Sacramento, CA 95814
Phone Number: (916) 322-8156
Fax Number: (916) 322-9337
glenn.willer@cdcr.ca.gov

General Contract Issues:
CDCR Office of Business Services
10000 Goethe Road, Suite C
Sacramento, CA 95827
Phone Number: (916) 255-5624
Fax Number: (916) 255-6187

1. Chinese, Mandarin
2. English
3. Spanish
4. Arabic
5. Bengali
6. Hindi
7. Russian
8. Portuguese
9. Japanese
10. German
11. Chinese, Wu
12. Javanese
13. Korean
14. French
15. Turkish
16. Vietnamese
17. Telugu
18. Chinese, Yue (Cantonese)
19. Marathi
20. Tamil
21. Italian
22. Urdu
23. Chinese, Min Nan
24. Chinese, Jinyu
25. Gujarati
26. Polish
27. Ukrainian
28. Persian
29. Chinese, Xiang
30. Malayalam
31. Chinese, Hakka
32. Kannada
33. Oriya
34. Panjabi, Western
35. Panjabi, Eastern
36. Sunda
37. Bhojpuri
38. Azerbaijani, South
39. Maithili
40. Hausa
41. Greek
42. Burmese
43. Serbo-Croatian
44. Chinese, Gan
45. Awadhi
46. Thai
47. Dutch
48. Yoruba
49. Sindhi
50. Romanian



Home	Programs-Court Interpreters: Resources for Interpreters
Become An Interpreter	CALIFORNIA RULES OF COURT
Exam Information	Rule 2.890. Professional conduct for interpreters
Search for an Interpreter	(a) Representation of qualifications An interpreter must accurately and completely represent his or her certifications, training, and relevant experience.
Reports and Publications	<i>(Subd (a) amended effective January 1, 2007.)</i>
Resources for Interpreters	(b) Complete and accurate interpretation An interpreter must use his or her best skills and judgment to interpret accurately without embellishing, omitting, or editing. When interpreting for a party, the interpreter must interpret everything that is said during the entire proceedings. When interpreting for a witness, the interpreter must interpret everything that is said during the witness's testimony.
Site Map	<i>(Subd (b) amended effective January 1, 2007.)</i>
Contact Us	(c) Impartiality and avoidance of conflicts of interest <ol style="list-style-type: none"><i>Impartiality</i> An interpreter must be impartial and unbiased and must refrain from conduct that may give an appearance of bias.<i>Disclosure of conflicts</i> An interpreter must disclose to the judge and to all parties any actual or apparent conflict of interest. Any condition that interferes with the objectivity of an interpreter is a conflict of interest. A conflict may exist if the interpreter is acquainted with or related to any witness or party to the action or if the interpreter has an interest in the outcome of the case.<i>Conduct</i> An interpreter must not engage in conduct creating the appearance of bias, prejudice, or partiality.<i>Statements</i> An interpreter must not make statements to any person about the merits of the case until the litigation has concluded.
About Us	<i>(Subd (c) amended effective January 1, 2007.)</i>
	(d) Confidentiality of privileged communications An interpreter must not disclose privileged communications between counsel and client to any person.
	<i>(Subd (d) amended effective January 1, 2007.)</i>
	(e) Giving legal advice An interpreter must not give legal advice to parties and witnesses nor recommend specific attorneys or law firms.
	<i>(Subd (e) amended effective January 1, 2007.)</i>
	(f) Impartial professional relationships

1. Invoicing and Payment

- a. For services satisfactorily rendered, and upon receipt and approval of Contractor's invoices, the State agrees to compensate the Contractor in accordance with Exhibit B-1, Bid Proposal and the rates specified herein on Exhibit B-2, Rate Sheet, which are attached hereto and made a part of this Agreement.

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

California Department of Corrections and Rehabilitation (CDCR)
Headquarters Regional Accounting Office
Attention: Accounts Payable
10000 Goethe Road, Suite B-2
Sacramento, CA 95827

b. Contractor Compensation

1. There shall be one (1) interpreter for each scheduled session. The rate of pay by the CDCR for services rendered shall be per interpreter per half day or full day session.

Definitions of half-day, full-day and night session

- a. A half-day session is defined as any portion of a consecutive four-hour period either:
1. A morning session, beginning no earlier than 8:00 a.m. through 12:15 p.m.
 2. An afternoon session, beginning no earlier than 1:00 p.m. through 5:15p.m.;
 3. A night session, which is a separate session, as determined by the court, beginning no earlier than 5:15 p.m. and ending by 10:00 p.m.
- b. A full-day session is defined as a morning session and an afternoon session.
2. CDCR may cancel or request a change of service needs with a minimum of twenty-four (24) hours notice before the scheduled reporting time by notification to the Contractor, without incurring any liability. If the CDCR cancels or changes a requested assignment for any reason, including Emergency Security Situations, such as a lockdown, with less than twenty-four (24) hours notice before a scheduled reporting time, CDCR shall pay a cancellation fee at the Contractor's hourly rate for one half of the provider's scheduled services.
3. Contractor shall notify CDCR at least twenty-four (24) hours in advance of scheduled services if unable to provide services or immediately provide replacement staff to avoid disruption of services. If the Contractor is unable to provide any staff to provide scheduled service, CDCR will contact subsequent responsible Contractors as stated in the Scope of Work.

If a CI has been scheduled for services and the scheduled hearing is not held, a cancellation fee may be warranted.

4. The cancellation payment will vary based on the circumstances and is ultimately determined by the Chief of the Processing and Scheduling Unit, in BPH which is responsible for the scheduling of the interpreters.
 - a. Contractor shall receive at least twenty-four (24) hours notice of cancelled hearings.
 - b. In instances where the hearing has been cancelled without the twenty four (24) hours of notice, or for scheduled hearings beginning on the first business day of the work week, without one business day's notice, a cancellation fee shall be paid to the Contractor by the State.
5. All original BPH 1077 (Attachment 3) Invoices must be signed in blue ink. All forms must have an original signature in order to be processed for payment. Any invoice submitted in a color other than blue ink will be returned to the Contractor and will result in delayed payment of invoice.

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

4. Subcontractors

Nothing contained in this Agreement, or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The

Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. BPH 1077

After confirmation and completion of services the confirmation letter and two (2) completed BPH 1077 (Attachment 3) Invoice forms (original plus duplicate) shall be submitted by the Contractor to BPH. Multiple hearing assignments may not be combined on one (1) BPH 1077. The confirmation letter and one of the BPH 1077 forms must contain an original signature. The BPH 1077 form shall contain the following information:

1. Parolee/Inmate Name
2. CDCR Number
3. Location and Time of Hearing
4. Hearing Officer (This information shall be included in the Description portion of the invoice)
5. Language Provided
6. Type of Hearing (i.e., Lifer, Revocation, Revocation Extension, etc.)
7. Date Services Provided
8. Description of Services Rendered
9. Name of BPH staff that made appointment contact. (This information shall be included in the Description portion of the invoice.)

Interpreter Services

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

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

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

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

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

NOTE:

1. Any quantities listed on Exhibit B-2 are CDCR's estimates only and are offered as a basis for the comparison of bids. The State does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to omit portions of the work as may be deemed necessary or advisable by the State.
2. In the case of a discrepancy between the Unit Price (e.g., Hourly Rate, Cost per Service) and Item Total (e.g., Hourly Rate x Hours Worked = Item Total), the Unit Price shall prevail. However, if the Unit Price figure is ambiguous, illegible, uncertain, or is omitted, the Item Total shall be divided by the estimated usage (e.g., Hours Worked) to determine the Unit Price. In the case of a discrepancy between the Basis of Award and the sum of the Item Totals, the sum of the Item Totals shall prevail.
3. The amount of the total bid will be rounded up to the nearest whole dollar when the Agreement documents resulting from this bid are prepared.
4. 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.

SMALL BUSINESS PREFERENCE

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

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

1. The principal office is located in California
2. The officers are domiciled in California
3. The business is independently owned and operated
4. The business, with any affiliates, is not dominant in its field of operation; and
5. a. For Small Business, either:
 - (1) The business, together with any affiliates, has 100 or fewer employees and averaged annual gross receipts of \$14,000,000 or less over the previous three years, or
 - (2) The business is a manufacturer with 100 or fewer employees
- b. For Micro Business, either:

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

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

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

DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

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

Non-Information Technology (IT) Services:

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

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

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

NON-SMALL BUSINESS PREFERENCE REQUEST

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

In granting the Non-Small Business Preference 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 prime vendor 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 Subcontractor/Consultant List, the Contractor shall notify the Office of Business Services (OBS), in writing within ten (10) working days of those changes, including any changes to Small/Micro business or DVBE status.

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

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

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

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

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

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

a. Final Payment

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

b. Informal Appeal

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

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

c. Formal Appeal

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

(SUBJECT)

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

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

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

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

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

d. Further Resolution

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

e. Contract Disputes with Public Entities

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

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

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

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

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

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

3. Contract Suspension

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

4. Responsibility Hearing

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

5. Confidentiality of Data

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

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

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

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

6. Liability for Loss and Damages

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

7. Computer Software Management Memo

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

8. Accounting Principles

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

9. Liability for Nonconforming Work

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

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

10. Subcontractor/Consultant Information

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

11. Contract Violations

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

12. Temporary Nonperformance

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

13. Extension of Term

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

14. Employment of Ex-Offenders

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

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

15. Electronic Waste Recycling

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

16. Tax

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

17. Licenses and Permits

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

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

18. Permits and Certifications from State Board of Equalization

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

19. Darfur Contracting Act

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

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

20. Conflict of Interest

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

a. Contractors and Their Employees

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

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

b. Current State Employees

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

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

c. Former State Employees

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

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

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

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

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

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

21. Disclosure

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

22. Security Clearance/Fingerprinting

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

23. Notification of Personnel Changes

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

24. Hiring Considerations

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

25. Contractor Employee Misconduct

During the performance of this Agreement, it shall be the responsibility of the contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the contractor fails to so assure CDCR, CDCR may require that any implicated contractor

staff be denied access to and the supervision of CDCR inmates and/or parolees at the facility and access to inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

26. Workers' Compensation

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

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

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

27. Insurance Requirements

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

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor's insurance

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

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

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

The certificate of insurance must include the following provisions:

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

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

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

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

Non-Medical Professional Liability- Contractor and any subcontractors shall maintain Professional Liability Insurance in the amount of \$1,000,000 per occurrence, \$3,000,000 in the aggregate, including coverage for any errors and omissions caused by negligence in the performance of duties under this Agreement.

By signing this Agreement, the Contractor certifies that the carrier of any professional liability insurance required in the performance of this Agreement has knowledge of the Contractor's and any subcontractor's extension of services to CDCR inmates.

28. Disabled Veteran Business Enterprise (DVBE)

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

29. Small Business and DVBE Participation – Commercially Useful Functions

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

Government Code Sections 14837, 14839, 14842, 14842.5

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

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

30. DVBE Replacement Request

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

31. Travel -

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

32. Tuberculosis (TB) Testing

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

Contractors and their employees who have contact with inmates/parolees on a regular basis, shall be required to furnish to CDCR, at no cost to CDCR, a form CDCR 7336,

“Employee Tuberculin Skin Test (TST) and Evaluation,” prior to assuming their contracted duties and annually thereafter, showing that the contractor and their employees have been examined and found free of TB in an infectious stage. The form CDCR 7336 will be provided by CDCR upon contractor’s request.

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

33. Blood borne Pathogens

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35. Clothing Restrictions

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

36. Tobacco-Free Environment

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

37. Prison Rape Elimination Policy

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

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

38. Security Regulations

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

time checking in and out of the institution gates and sally ports shall be borne by the contractor.

- e. Contractor, contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/micro cameras are not permitted on institution grounds.
- g. Contractor, contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

39. Gate Clearance

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

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

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



Location Code	Type	Name	Street	City	State	Zip	Region
ADE-CCF	HEARING	ADELANTO CCF	10400 RANCHO ROAD	ADELANTO	CA	92301	4
ALA-CTY	HEARING	OAKLAND CITY JAIL	611 BROADWAY	OAKLAND	CA	94607	2
ALA-PO	HEARING	OAKLAND PAROLE OFFICE	7717 EDGEWATER DR., STE. 200	OAKLAND	CA	94621	2
ALA-SR	HEARING	SANTA RITA REHABILITATION CENTER	5325 BRODER BLVD.	DUBLIN	CA	94568	2
ALP	HEARING	ALPINE COUNTY JAIL	COURTHOUSE BLDG., 14777 HIGHWA	MARKLEEVILLE	CA	96120	1
AMAD-CJ	HEARING	AMADOR COUNTY JAIL	700 COURT ST.	JACKSON	CA	95642	1
AVE	HEARING	CALIFORNIA STATE PRISON AT AVENAL	P.O. BOX 8	AVENAL	CA	93204	1
BAK-CCF	HEARING	BAKER CCF	10 LAKEVIEW DRIVE	BAKER	CA	92309	4
BLY	HEARING	BLYTHE JAIL	260 SPRING STREET	BLYTHE	CA	92225	4
BUT-CJ	HEARING	BUTTE COUNTY JAIL	#1 COURT ST. COURTROOM #2, ORO	OROVILLE	CA	95695	1
BUT-PO	HEARING	BUTTE COUNTY PAROLE OFFICE	1370 RIDGEWOOD DRIVE, SUITE 14	CHICO	CA	95926	1
CAL	HEARING	CALIPATRIA STATE PRISON	P.O. BOX 5001	CALIPATRIA	CA	922335001	4
CAL-CO	HEARING	CALAVERAS COURTHOUSE	891 MOUNTAIN RANCH ROAD	SAN ANDREAS	CA	95249	1
CAL DOCS	LIFERS						
CC-CJ	HEARING	CONTRA COSTA MARTINEZ DETENTION FACILITY	1000 WARD STREET, RM 211	MARTINEZ	CA	94553	2
CC-DF	HEARING	WEST COUNTY DETENTION FACILITY	5555 GIANT HIGHWAY	RICHMOND	CA	94806	2
CC-PO	HEARING	CONCORD PAROLE OFFICE	1957 PARKSIDE DR., STE 301	CONCORD	CA	94519	2
CCA	HEARING	CORRECTION CORPORATION OF AMERICA	446 ALTA ROAD, STE 5400	SAN DIEGO	CA	92158	4
CCC	HEARING	CALIFORNIA CORRECTIONAL CENTER	711-045 CENTER ROAD	SUSANVILLE	CA	96130	1
CCC-CCF	HEARING	CLAREMONT CUSTODY CENTER	185 W. GALE STREET	COALINGA	CA	93210	1
CCF	HEARING	COMMUNITY CORRECTIONAL FACILITIES	31161 W. GALE	COALINGA	CA	93210	1
CCI	HEARING	CALIFORNIA CORRECTIONAL INSTITUTION	END OF HIGHWAY 202	TEHACHAPI	CA	93561	1
CCI3	HEARING	CALIFORNIA CORRECTIONAL INSTITUTION LEVEL III		TEHACHAPI	CA	93561	1
CCI4A	HEARING	CALIFORNIA CORRECTIONAL INSTITUTION IVA		TEHACHAPI	CA	93561	1
CCI4B	HEARING	CALIFORNIA CORRECTIONAL INSTITUTION IVB		TEHACHAPI	CA	93561	1
CCIL2	HEARING	CALIFORNIA CORRECTIONAL INSTITUTION		TEHACHAPI	CA	93561	1
CCPD	HEARING	CALIFORNIA CITY POLICE DEPARTMENT, Kern	21130 HACIENDA BLVD	CALIFORNIA CITY	CA	93505	1
CCW	HEARING	CENTRAL CALIFORNIA WOMEN'S FACILITY	23370 ROAD 22, P.O. BOX 1501	CHOWCHILLA	CA	936101501	1
CCWRC	HEARING	CENTRAL CALIF WOMEN'S FACILITY - RECEPTION CENTER		CHOWCHILLA	CA		1
CEN	HEARING	CENTINELA STATE PRISON	2302 BROWN ROAD	IMPERIAL	CA	922510731	4
CEN DOCS	LIFERS						
CIM	HEARING	CALIFORNIA INSTITUTION FOR MEN		CHINO	CA		4
CIM-E	HEARING	CALIFORNIA INSTITUTION FOR MEN - EAST FACILITY	14501 EUCALYPTUS AVE	CHINO	CA	91710	4
CIM-E (A)							
CIM-E (B)							
CIM-RCC	HEARING	CALIFORNIA INSTITUTION FOR MEN RECEPTION CENTER		CHINO	CA	91710	4
CIM-W	HEARING	CALIFORNIA INSTITUTION FOR MEN (WEST)	14901 CENTRAL AVE.	CHINO	CA	91740	4
CIW	HEARING	CALIFORNIA INSTITUTION FOR WOMEN	16756 CHINO-CORONA ROAD	FRONTERA	CA	91720	4
CIWRC	HEARING	RECEPTION GUIDANCE CENTER - WOMEN		FRONTERA	CA		4
CMC	HEARING	CALIFORNIA MENS COLONY		SAN LUIS OBISPO	CA		2
CMC-E	HEARING	CALIFORNIA MENS COLONY - EAST	HIGHWAY 1	SAN LUIS OBISPO	CA	93409	2
CMC-W	HEARING	CALIFORNIA MENS COLONY - WEST	P.O. BOX 8101	SAN LUIS OBISPO	CA	93409	2

Location Code	Type	Name	Street	City	State	Zip	Region
CMF	HEARING	CALIFORNIA MEDICAL FACILITY	1600 CALIFORNIA DRIVE	VACAVILLE	CA	95696	2
COL	HEARING	COLUSA COUNTY JAIL	929 BRIDGE STREET	COLUSA	CA	95932	1
COR	HEARING	CALIF STATE PRISON AT CORCORAN	4001 KING AVENUE	CORCORAN	CA	932128309	1
CRC	HEARING	CALIFORNIA REHABILITATION CENTER	5TH STREET AND WESTERN	NORCO	CA	91760	4
CRCRC	HEARING	CALIF REHABILITATION CENTER RECEPTION CENTER		CORONA	CA		4
CRCW	HEARING	CALIFORNIA REHABILITATION CENTER - WOMEN		CORONA	CA		4
CSP-S	HEARING	CALIFORNIA STATE PRISON AT SOLANO		VACAVILLE	CA		2
CSP-SAC	HEARING	CALIFORNIA STATE PRISON - SACRAMENTO	P.O. BOX 29	REPRESA	CA	95671	1
CSP-SOL	HEARING	CALIFORNIA STATE PRISON - SOLANO	2100 PEABODY ROAD	VACAVILLE	CA	95696	2
CTF	HEARING	CORRECTIONAL TRAINING FACILITY	HIGHWAY 101 NORTH	SOLEDAD	CA	93960	2
CTF-C	HEARING	CORRECTIONAL TRAINING FACILITY - CENTRAL	HIGHWAY 101-NORTH	SOLEDAD	CA	93960	2
CTF-N	HEARING	CORRECTIONAL TRAINING FACILITY - NORTH	HIGHWAY 101 NORTH	SOLEDAD	CA	93960	2
CTF-S	HEARING	CORRECTIONAL TRAINING FACILITY - SOUTH	HIGHWAY 101 NORTH	SOLEDAD	CA	93960	2
CV-CCF	HEARING	CENTRAL VALLEY CCF	252 TAYLOR STREET	MCFARLAND	CA	93250	1
CVSP	HEARING	CHUCKAWALLA VALLEY STATE PRISON	19025 WILEY WELL ROAD	BLYTHE	CA	92226	4
CYA		CALIFORNIA YOUTH AUTHORITY					
DEL-CCF	HEARING	DELANO CCF	2727 WEST INDUSTRY WAY	DELANO	CA	93216	1
DN-CJ	HEARING	DEL NORTE COUNTY JAIL	650 5TH STREET	CRESCENT CITY	CA	95531	2
DJJ		DIVISION OF JUVENILE JUSTICE					
DVI	HEARING	DEUEL VOCATIONAL INSTITUTION	23500 KASSON ROAD	TRACY	CA	95376	1
DVIRC	HEARING	DEUEL VOCATIONAL INSTITUTION RECEPTION CENTER	23500 KASSON ROAD	TRACY	CA	95376	1
DVM-CCF	HEARING	DESERT VIEW MCCF	10450 RANCHO ROAD	ADELANTO	CA	92301	4
ED-CJ	HEARING	EL DORADO COUNTY JAIL	300 FORNI ROAD COMPLEX	PLACERVILLE	CA	95667	1
ED-SS	HEARING	SOUTH LAKE TAHOE SUB-STATION	1376 JOHNSON BLVD.	SOUTH LAKE TAHO	CA	95702	1
EM-CCF	HEARING	EAGLE MOUNTAIN CCF	120 COURT STREET	DESERT CENTER	CA	92239	4
EXTRADITE	NOHEARING	AWAITING PAROLEE RETURN TO STATE					
FOL	HEARING	CALIFORNIA STATE PRISON AT FOLSOM	PRISON ROAD; P.O. BOX W	REPRESA	CA	95671	1
FOL-A	HEARING	FOLSOM - A UNIT		REPRESA	CA		1
FOL-B	HEARING	FOLSOM - B UNIT		REPRESA	CA		1
FOL-C	HEARING	FOLSOM - C UNIT		REPRESA	CA		1
FOL-CCF	HEARING	FOLSOM COMM. CORRECTIONAL FACILITY	570 EAST NATOMA ST.	FOLSOM	CA	95630	1
FOL-D	HEARING	FOLSOM - D UNIT		REPRESA	CA		1
FRE-CJ	HEARING	FRESNO COUNTY JAIL	2280 FRESNO STREET	FRESNO	CA	93721	1
FRE-PO	HEARING	FRESNO PAROLE OFFICE	2600 TULARE STREET	FRESNO	CA	93721	1
GB-DF		George Bailey Detention					
GLE-CJ	HEARING	GLENN COUNTY JAIL	141 SOUTH LASSEN ST	WILLOWS	CA	95988	1
GS-CCF	HEARING	GOLDEN STATE CCF	611 FRONTAGE ROAD	MCFARLAND	CA	93250	1
HAN-PO	HEARING	HANFORD PAROLE OFFICE	1157 W. LACEY BLVD.	HANFORD	CA	93230	1
HDP	HEARING	HIGH DESERT STATE PRISON	P.O. 750	SUSANVILLE	CA	96130	1
HDPRC	HEARING	HIGH DESERT STATE PRISON RECEPTION CENTER		SUSANVILLE	CA		1
HUM-CJ	HEARING	HUMBOLDT COUNTY JAIL	826 FOURTH STREET	EUREKA	CA	95501	2
HVR	HEARING	HIDDEN VALLEY RANCH	P.O. BOX 334	LA HONDA	CA	94020	2

Location Code	Type	Name	Street	City	State	Zip	Region
IMP-CJ	HEARING	IMPERIAL COUNTY JAIL	328 W. APPLESTILL ROAD	EL CENTRO	CA	92243	4
INY-CJ	HEARING	INYO COUNTY JAIL	550 S. CLAY STREET	INDEPENDENCE	CA	93526	1
IONE	HEARING	CALIFORNIA STATE PRISON - AMADOR		IONE	CA		1
ISP	HEARING	IRONWOOD STATE PRISON	P.O. BOX 2229	BLYTHE	CA	92226	4
ISPU	HEARING	INTERSTATE PAROLE UNIT		SACRAMENTO	CA		1
KER-CJ	HEARING	KERN COUNTY JAIL	1415 TRUXTON AVENUE	BAKERSFIELD	CA	93301	1
KER-L	HEARING	LERDO JAIL COMPLEX	INDUSTRIAL FARM ROAD	BAKERSFIELD	CA	93308	1
KER-LI	HEARING	LAKE ISABELLA SUB-STATION	7046 LAKE ISABELLA BLVD.	LAKE ISABELLA	CA	93240	1
KER-MM	HEARING	LERDO JAIL COMPLEX (MEN)	INDUSTRIAL FARM ROAD	BAKERSFIELD	CA		1
KER-MV	HEARING	MESA VERDE	425 GOLDEN STATE AVENUE	MESA VERDE	CA	93301	1
KER-PO	HEARING	KERN COUNTY PAROLE OFFICE, Bakersfield 1,2,3 &4	3400 SILLECT AVENUE	BAKERSFIELD	CA	93240	1
KER-R	HEARING	RIDGECREST POLICE DEPARTMENT	100 WEST CALIFORNIA AVE.	RIDGECREST	CA	93555	1
KER-SH	HEARING	SHAFTER CCF	1150 EAST ASH STREET	SHAFTER	CA	93263	1
KER-SO	HEARING	KERN SHERIFF OFFICE, Ridgecrest	128 E. COSO ST.	RIDGECREST	CA	93555	1
KER-SS	HEARING	MOJAVE SHERIFF SUB-STATION	1771 HIGHWAY 58	MOJAVE	CA	93501	1
KER-TA	HEARING	TAFT CCF	330 COMMERCE WAY	TAFT	CA	93268	1
KIN	HEARING	KINGS COUNTY JAIL	1444 WEST LACEY BLVD.	HANFORD	CA	93230	1
LA-CJ	HEARING	LOS ANGELES COUNTY JAIL	441 BAUCHET STREET, ROOM 1600	LOS ANGELES	CA	90012	3
LA-DRU			441 BAUCHET STREET, ROOM 1600	LOS ANGELES	CA	90012	
LA-MDC	HEARING	LOS ANGELES METRO DETENTION CENTER	535 N. ALAMEDA STREET	LOS ANGELES	CA	90012	3
LA-NIC	HEARING	INNER CITY COMPLEX	600 SAINT PAUL AVENUE	LOS ANGELES	CA	90017	3
LA-PDC	HEARING	PITCHES DENTENTION CENTER	29330 THE OLD ROAD	SAUGUS	CA	91350	3
LA-SBI	HEARING	SYBIL BRAND INSTITUTE	4500 CITY TERRACE DR.	LOS ANGELES	CA	90042	3
LA-SGV	HEARING	SAN GABRIEL VALLEY PAROLE	1611 PARKVIEW DR, #100	WEST COVINA	CA	91724	3
LA-TI	HEARING	FEDERAL CORRECTIONAL INSTITUTION	1299 SEASIDE AVENUE	TERMINAL ISLAND	CA	90731	3
LAC	HEARING	CALIFORNIA STATE PRISON - LOS ANGELES COUNTY	44750 60TH STREET	LANCASTER	CA	93536	3
LAK	HEARING	HILL ROAD CORRECTIONAL FACILITY, Lake County Jail	4913 HELLBUSH DRIVE	LAKEPORT	CA	95453	2
LAS	HEARING	LASSEN ADULT DETENTION FACILITY	1405 SHERIFF CADY LANE	SUSANVILLE	CA	96130	1
LAS-CCF	HEARING	LASSON CCF	477-150 SHERIFF CADY LANE	SUSANVILLE	CA	96130	1
LCC-CCF	HEARING	LEO CHESNEY CENTER CCF	2800 APRICOT	LIVE OAK	CA	95953	1
LPU	HEARING	LEGAL PROCESSING UNIT		SACRAMENTO	CA		1
LPU18	HEARING	LEGAL PROCESSING UNIT18		SACRAMENTO	CA		1
LPUPF	HEARING	LEGAL PROCESSING UNIT - FAMILY FOUNDATION PROGRAM		SACRAMENTO	CA		1
LPUPM	HEARING	LEGAL PROCESSING UNIT/PRISONER MOTHER PROGRAM		SACRAMENTO	CA		1
MAD	HEARING	MADERA COUNTY JAIL	14191 ROAD 28	MADERA	CA	93638	1
MAR	HEARING	MARIN CIVIC CENTER Sherrif's Office	13 PETER BEHR DRIVE	SAN RAFAEL	CA	94903	2
MARIP	HEARING	MARIPOSA COUNTY JAIL	5379 HIGHWAY 49 NORTH ROAD	MARIPOSA	CA	95338	1
MCSP	HEARING	MULE CREEK STATE PRISON	4001 HIGHWAY 104	IONE	CA	95640	1
MEN	HEARING	MENDOCINO COUNTY JAIL	951 LOW GAP ROAD	UKIAH	CA	95482	2
MER-CJ	HEARING	MERCED COUNTY JAIL	700 WEST 22ND STREET	MERCED	CA	95340	1
MER-PO	HEARING	MERCED PAROLE OFFICE	1579 WEST STREET	MERCED	CA	95340	1
MET-SH	HEARING	METRO STATE HOSPITAL	11401 BLUMEFIELD	NORWALK	CA	90650	3

Location Code	Type	Name	Street	City	State	Zip	Region
MF-RTC	HEARING	MCFARLAND - RETURN TO CUSTODY	120 TAYLOR RD., (P.O. BOX 637)	MCFARLAND	CA	90250	1
MOD	HEARING	MODOC COUNTY JAIL	102 NORTH COURT STREET	ALTURAS	CA	96101	1
MON-CJ	HEARING	MONTEREY COUNTY JAIL	1410 NATIVADAD ROAD	SALINAS	CA	93906	2
MON-MC	HEARING	MEDICAL CENTER, SALINAS	1330 NATIVADAD ROAD	SALINAS	CA		2
MON-PO	HEARING	PAROLE OFFICE, SALINAS	365 VICTOR STREET, SUITE P	SALINAS	CA	93907	2
MONO	HEARING	MONO COUNTY JAIL	100 BRYANT STREET	BRIDGEPORT	CA	93517	1
MV-CCF	HEARING	DELANO CORRECTIONAL CUSTODY FACILITY	2727 W. INDUSTRY WAY	DELANO	CA	93215	1
MVPO	HEARING	MORENO VALLEY PAROLE UNIT	14327 FREDERICK STREET	MORENO VALLEY	CA	92553	4
NAP-CO	HEARING	HALL OF JUSTICE, Napa	1125 3RD STREET	NAPA	CA	94559	2
NAP-SH	HEARING	STATE HOSPITAL, NAPA	2100 NAPA-VALLEJO HIGHWAY	NAPA	CA	94558	2
NCW	HEARING	NORTHERN CALIFORNIA WOMEN'S FACILITY	7150 ARCH ROAD	STOCKTON	CA	952139006	1
NCWRC	HEARING	NO CALIF WOMEN'S RECEPTION CENTER	7150 ARCH ROAD	STOCKTON	CA	952139006	1
NEV	HEARING	NEVADA COUNTY JAIL	950 MAIDU AVENUE	NEVADA CITY	CA	95959	1
NKP	HEARING	NORTH KERN STATE PRISON		DELANO	CA		1
NKPRC	HEARING	NORTH KERN STATE PRISON RECEPTION CENTER	2737 WEST CECIL AVE.	DELANO	CA	923150567	1
NKSP	HEARING	NORTH KERN STATE PRISON	2737 WEST CECIL AVE.	DELANO	CA	932150567	1
NRC	HEARING	NORTHERN RECEPTION CENTER	1600 CALIFORNIA DRIVE	VACAVILLE	CA	95696	2
ORA-AN	HEARING	ORANGE 111 PAROLE OFFICE	1400 N. BURTON PLACE	ANAHEIM	CA	92806	4
ORA-CJ	HEARING	ORANGE COUNTY JAIL	550 N. FLOWER ST.	SANTA ANA	CA	92703	4
ORA-PO	HEARING	ORANGE COUNTY PAROLE OFFICE, Santa Ana	1600 N. MAIN ST.	SANTA ANA	CA	92701	4
PBSP	HEARING	PELICAN BAY STATE PRISON	5905 LAKE EARL DRIVE	CRESCENT CITY	CA	955317000	2
PLA-CJ	HEARING	DEWITT CENTER, Placer	2775 RICHARDSON DR.	AUBURN	CA	95603	1
PLA-PO	HEARING	AUBURN PAROLE OFFICE	1915 GRASS VALLEY HWY, #500	AUBURN	CA	95603	1
PLA-SS	HEARING	PLACER COUNTY JAIL SUB-STATION	2501 N. LAKE BLVD.	TAHOE CITY	CA	95730	1
PLU	HEARING	PLUMAS COUNTY JAIL	50 ABERNATHY LANE	QUINCY	CA	95971	1
PS-PO	HEARING	PALM SPRINGS PAROLE UNIT	79-687 COUNTRY CLUB DRIVE	BERMUDA DUNES	CA	92201	4
PSP	HEARING	PELICAN BAY STATE PRISON		PELICAN BAY	CA		2
PVP	HEARING	PLEASANT VALLEY STATE PRISON	P.O. BOX 8500	COALINGA	CA	93210	1
RCC	HEARING	RECEPTION CENTER - CIM		CHINO	CA		4
RCW	HEARING	RECEPTION CENTER - WEST		CHINO	CA		4
REG1	HEARING	PAROLE REGION I	9825 GOETHE ROAD	SACRAMENTO	CA	95827	1
REG2	HEARING	PAROLE REGION II	1515 CLAY STREET, 8TH FLOOR	OAKLAND	CA	94612	2
REG3	HEARING	PAROLE REGION III	320 WEST 4TH STREET, SUITE 100	LOS ANGELES	CA	90013	3
REG4	HEARING	PAROLE REGION IV	21015 PATHFINDER ROAD	DIAMOND BAR	CA	91765	4
RENT1	HEARING	RE-ENTRY REGION I		SACRAMENTO	CA		1
RENT2	HEARING	RE-ENTRY REGION II		SAN FRANCISCO	CA		2
RENT3	HEARING	RE-ENTRY REGION III		LOS ANGELES	CA		3
RENT4	HEARING	RE-ENTRY REGION IV		SANTA ANA	CA		4
RIV-BL	HEARING	BLYTHE JAIL, Riverside County Jail	260 N. SPRING STREET	BLYTHE	CA	92225	4
RIV-CO	HEARING	ROBERT PRESLEY DETENTION CENTER, Riverside	4000 ORANGE STREET	RIVERSIDE	CA	92501	4
RIV-IND	HEARING	INDIO BRANCH JAIL	46057 OASIS STREET	INDIO	CA	92201	4
RIV-PO		Riverside Parole Office					

Location Code	Type	Name	Street	City	State	Zip	Region
RIV-SWDC		Riverside Southwest Detention Center					
RJD	NOHEARING	RICHARD J DONOVAN CORRECTIONAL FACILITY	480 ALTA ROAD	SAN DIEGO	CA	92179	4
RJD-A	NOHEARING	R J DONOVAN CORRECTIONAL INSTITUTION A UNIT		SAN YSIDRO	CA		4
RJDRC	HEARING	R J DONOVAN RECEPTION CENTER	480 ALTA ROAD	SAN DIEGO	CA	92179	4
RJD-SP		RJ Donovan					
SAC-DRU							
SAC-MC	HEARING	SACRAMENTO MEDICAL CENTER	2425 STOCKTON BLVD	SACRAMENTO	CA	95817	1
SAC-MJ	HEARING	SACRAMENTO MAIN JAIL	651 I STREET	SACRAMENTO	CA	95814	1
SAC-MPO	HEARING	SACRAMENTO METRO PAROLE OFFICE	1103 NORTH B STREET, SUITE E	SACRAMENTO	CA	95814	1
SAC-NAT	HEARING	SACRAMENTO-NATOMAS	5410 AUBURN BLVD., SUITE 100	SACRAMENTO	CA	95841	1
SAC-RC	HEARING	RIO COSUMNES CORRECTIONAL CENTER	12500 BRUCEVILLE ROAD	ELK GROVE	CA	95757	1
SAC-SPO	HEARING	SOUTH PAROLE OFFICE	8000 ELDER CREEK ROAD	SACRAMENTO	CA	95824	1
SACCO	HEARING	SACRAMENTO CENTRAL OFFICE		SACRAMENTO	CA		1
SATF	HEARING	SUBSTANCE ABUSE TREATMENT FACILITY AND STATE PRISON AT CO	900 QUEBEC AVENUE	CORCORAN	CA	93212	1
SB-CJ	HEARING	SANTA BARBARA COUNTY JAIL	4436 CALLE REAL	SANTA BARBARA	CA	93110	2
SB-LOMP	HEARING	UNITED STATE PENITENTIARY	3901 KLEIN BLVD.	LOMPOC	CA	93436	2
SB-SM	HEARING	SANTA MARIA MUNICIPAL COURT HOUSE, Santa Barbara	312 EAST COOK	SANTA MARIA	CA	93254	2
SBD-CJ		San Bernardino County Jail					
SBD-FPO	HEARING	SAN BERNADINO FONTANA PAROLE UNIT	88621 JUNIPER AVE., STE. 106	FONTANA	CA	92335	4
SBD-PO	HEARING	SAN BERNARDINO PAROLE OFFICE	303 WEST 5TH STREET	SAN BERNARDINO	CA	92401	4
SBD-PSH	HEARING	PATTON STATE HOSPITAL	3102 E. HIGHLAND AVENUE	PATTON	CA	92369	4
SBD-RC	HEARING	GLEN HELEN REHABILITATION CENTER	18000 INSTITUTION RD	SAN BERNARDINO	CA	92427	4
SBD-RIA	HEARING	RIALTO UNIT	423 MACKAY DRIVE	SAN BERNARDINO	CA	92408	4
SBD-SW	HEARING	SOUTHWEST DETENTION CENTER	30755-B AULD RD	MURRIETA	CA	92563	4
SBD-VIC	HEARING	VICTORVILLE PAROLE UNIT	14040 PARK AVENUE, SUITE A	VICTORVILLE, CA 9	CA	92392	4
SBD-WV	HEARING	WEST VALLEY DETENTION CENTER	9500 ETIWANDA AVE	RANCHO CUCAMON	CA	91739	4
SBRUN	HEARING	SAN BRUNO FACILITY, COUNTY JAIL #5	1 MORELAND DRIVE	SAN BRUNO	CA	94066	2
SBT-CJ	HEARING	SAN BENITO COUNTY JAIL	710 FLYNN ROAD	HOLLISTER	CA	950240700	2
SCC	HEARING	SIERRA CONSERVATION CENTER	5100 OBYRNES FERRY ROAD'	JAMESTOWN	CA	95327	1
SCL	HEARING	SANTA CLARA COUNTY JAIL	150 W. HEDDING ST.	SAN JOSE	CA	95110	2
SCL-PO	HEARING	SANTA CLARA PAROLE OFFICE, San Jose	909 COLEMAN AVENUE	SAN JOSE	CA	95110	2
SCR-CJ	HEARING	SANTA CRUZ COUNTY JAIL	259 WATER STREET	SANTA CRUZ	CA	95060	2
SD-CCA	HEARING	CORRECTION CORPORATION OF AMERICA	446 ALTA ROAD, STE 5400	SAN DIEGO	CA	92158	4
SD-CO	HEARING	SOUTH BAY DETENTION FACILITY	500 THIRD AVENUE	CHULA VISTA	CA	91910	4
SD-MCC	HEARING	SAN DIEGO METROPOLITAN CORRECTIONAL CENTER	808 UNION STREET	SAN DIEGO	CA	92101	4
SD-OCN	HEARING	OCEANSIDE PAROLE UNIT	2952 OCEANSIDE BLVD., SUITE A	OCEANSIDE, CA	CA	92054	4
SD-PO	HEARING	CHULA VISTA PAROLE OFFICE	765 THIRD AVENUE #212	CHULA VISTA	CA	91910	4
SD-WRC	HEARING	WESTERN REGIONAL DETENTION CENTER, San Diego	220 WEST C STREET	SAN DIEGO	CA	92101	4
SF	HEARING	SAN FRANCISCO COUNTY JAIL, Hall of Justice	850 BRYANT STREET, 7TH FLOOR	SAN FRANCISCO	CA	94103	2
SF-CJ		SAN FRANCISCO COUNTY JAIL					
SF-NIC	HEARING	SAN FRANCISCO COUNTY JAIL - NIC	425 7TH STREET	SAN FRANCISCO	CA	94103	2
SF-PO	NOHEARING	SAN FRANCISCO PAROLE OFFICE	110 12TH STREET	SAN FRANCISCO	CA		2

Location Code	Type	Name	Street	City	State	Zip	Region
SHA-CCF	HEARING	SHAFTER CCF	1150 EAST ASH	SHAFTER	CA	93263	1
SHA-CJ	HEARING	SHASTA COUNTY JAIL	1655 WEST STREET	REDDING	CA	96001	1
SHA-PO	HEARING	SHASTA COUNTY PAROLE OFFICE, Redding	2250 BENTON DR. STE. 120	REDDING	CA	96003	1
SIE-CJ	HEARING	SIERRA COUNTY JAIL	COURTHOUSE SQUARE	DOWNIEVILLE	CA	95936	1
SIS-CJ	HEARING	SISKIYOU COUNTY JAIL	315 SOUTH OREGON ST, 1ST FLR	SISKIYOU	CA	96097	1
SJ-CJ		San Joaquin County Jail					
SJ-CO	HEARING	SAN JOAQUIN COURTHOUSE	222 EAST WEBER STREET, RM 353	STOCKTON	CA	95202	1
SJ-PO	HEARING	STOCKTON PAROLE OFFICE 1,2,3,4	612 CARLTON AVENUE	STOCKTON	CA	95203	1
SLO	HEARING	SAN LUIS OBISPO COUNTY JAIL	1585 KANSAS AVENUE	SAN LUIS OBISPO	CA	93406	2
SLO-ASH	HEARING	ATASCADERO STATE HOSPITAL	10333 EL CAMINO REAL, #8	ATASCADERO	CA	93422	2
SLO-PO	HEARING	PAROLE OFFICE, San Luis Obispo	3232 HIGUERA ST., SUITE 102	SAN LUIS OBISPO	CA	93454	2
SM	NOHEARING	HALL OF JUSTICE, San Mateo	401 MARSHALL, 4TH FLOOR	REDWOOD CITY	CA	94063	2
SM-ADM	HEARING	COUNTY ADMINISTRATION BUILDING, San Mateo	538 JEFFERSON AVENUE	REDWOOD CITY	CA	94063	2
SMCJ	HEARING	SAN MATEO COUNTY JAIL, HALL OF JUSTICE	400 COUNTY CENTER, 4TH FLOOR	REDWOOD CITY	CA	94063	2
SOL-CJ	HEARING	SOLONO COUNTY JAIL	500 UNION AVENUE	FAIRFIELD	CA	94533	2
SOL-F	HEARING	HALL OF JUSTICE, Solano	500 UNION STREET	FAIRFIELD	CA	94533	2
SOL-FD	HEARING	SOLANO COUNTY JAIL - DETENTION UNIT	2500 CLAYBANK ROAD	FAIRFIELD	CA	94533	2
SOL-PO	HEARING	VALLEJO PAROLE OFFICE	1840 CAPITOL STREET	VALLEJO	CA	94590	2
SOL-V	HEARING	SOLANO COUNTY COURTHOUSE	1350 VIRGINIA STREET	VALLEJO	CA	94590	2
SON-CJ	HEARING	SONOMA COUNTY JAIL	277 VENTURA AVENUE	SANTA ROSA	CA	95403	1
SON-PO	HEARING	PAROLE OFFICE 1 & 2, Santa Rosa	3222 AIRWAY DR., SUITE A	SANTA ROSA	CA	95403	2
SQ	HEARING	CALIFORNIA STATE PRISON AT SAN QUENTIN	SAN QUENTIN	SAN QUENTIN	CA	94964	2
SQ-RC	HEARING	SAN QUENTIN RECEPTION CENTER AT SAN QUENTIN		SAN QUENTIN	CA		2
SQALT	HEARING	SAN QUENTIN ALTERNATIVE SENTENCE PROGRAM		SAN QUENTIN	CA		2
SRITA	HEARING	SANTA RITA COUNTY JAIL	5325 BRODER BLVD.	DUBLIN	CA	94568	2
STA-CJ	HEARING	STANISLAUS COUNTY MAIN JAIL, Modesto (basement)	1115 H STREET	MODESTO	CA	95354	1
STA CO		Stanislaus Court House					
STA-CPO	HEARING	CERES PAROLE OFFICE	2445 EAST WHITMORE AVE., #130	CERES, CA	CA	95307	1
STA-PO	HEARING	MODESTO PAROLE OFFICE 1 & 2	1001 NEEDHAM STREET	MODESTO	CA	95354	1
STA-WF	HEARING	PUBLIC SAFETY CENTER	200 E. HACKETT RD.	MODESTO	CA	95358	1
SUT-CJ	HEARING	SUTTER COUNTY JAIL	1077 CIVIC CENTER BLVD	YUBA CITY	CA	95993	1
SUT-LO	HEARING	LIVE OAK-RTC	2800 APRICOT STREET	LIVE OAK	CA	95953	1
SVSP	HEARING	SALINAS VALLEY STATE PRISON	P.O. BOX 1020	SOLEDAD	CA	939601020	2
SWDC	HEARING	SOUTHWEST DETENTION CENTER	30755-B AULD ROAD	MURRIETA	CA	92563	4
TEH	HEARING	TEHAMA COUNTY JAIL	502 OAK STREET	RED BLUFF	CA	96075	1
TRI-CJ	HEARING	TRINITY COUNTY JAIL	101 MEMORIAL DRIVE	WEAVERVILLE	CA	96093	1
TUL-DF	HEARING	BOB WILEY DETENTION FACILITY	36714 ROAD 112	VISALIA	CA	93291	4
TUL-PO	HEARING	VISALIA PAROLE OFFICE, Unit 2	2354 WHITENDALE STREET	VISALIA	CA	93277	1
TUO-CJ	HEARING	TUOLUMNE COUNTY JAIL	28 N. LOWER SUNSET DR.	SONORA	CA	95370	1
VDF	HEARING	VISTA DETENTION FACILITY	325 SOUTH MELROSE DRIVE	VISTA	CA	85456	4
VEN-CJ	HEARING	VENTURA COUNTY JAIL Detention Services	800 S. VICTORIA AVENUE	VENTURA	CA	93003	2
VEN-PO	HEARING	VENTURA PAROLE OFFICE 1 & 2	1555 WEST 5TH STREET #140	OXNARD	CA	93003	2

Location Code	Type	Name	Street	City	State	Zip	Region
VEN-TF	HEARING	VENTURA COUNTY JAIL-TODD ROAD FACILITY	600 SOUTH TODD ROAD	SANTA PAULA	CA	93060	2
VSP	HEARING	VALLEY STATE PRISON FOR WOMEN	21633 AVENUE 24	CHOWCHILLA	CA	93610	1
VSPRC	HEARING	VALLEY STATE PRISON FOR WOMEN RECEPTION CENTER		CHOWCHILLA	CA		1
VV-CCF	HEARING	VICTOR VALLEY CCF	9438 COMMERCE WAY	ADELANTO	CA	92301	4
WRC	HEARING	WESTERN REGIONAL DETENTION CENTER	220 WEST C STREET	SAN DIEGO	CA	92101	4
WSP	HEARING	WASCO STATE PRISON	701 SCOFIELD AVENUE	WASCO	CA	93280	1
WSPRC	HEARING	WASCO STATE PRISON - RECEPTION CENTER	701 SCOFIELD AVENUE	WASCO	CA	93280	1
YOL-CJ	HEARING	MONROE CENTER, Yolo	2420 GIBSON ROAD	WOODLAND	CA	95776	1
YOL-PO	HEARING	YOLO PAROLE OFFICE	349 COURT STREET	WOODLAND	CA	95695	1
YUB-CJ	HEARING	YUBA COUNTY JAIL	219 5TH STREET	MARYSVILLE	CA	95902	1
YUB-PO	HEARING	MARYSVILLE PAROLE OFFICE	303 3RD STREET	MARYSVILLE	CA	95901	1

DARFUR CONTRACTING ACT

Bid/Agreement Number 6000000580

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

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

OPTION #1 - CERTIFICATION

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

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

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

OPTION #2 – WRITTEN PERMISSION FROM DGS

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

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

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

DVBE Bid Incentive Request and Acknowledgement

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

Subcontractor/Supplier Acknowledgement

Subcontractor acknowledgements:

- 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 the DVBE incentive, the bidding firm/contractor is obligated to use each DVBE subcontractor or supplier identified in its proposal unless a subcontractor substitution is requested after contract execution pursuant to Public Contract Code Section 4107 and Title 2 California Code of Regulations Section 1896.10.

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

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

Non-Small Business Preference Request and Subcontractor Acknowledgement

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

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

Subcontractor acknowledgements:

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

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

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

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

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

BIDDER DECLARATION

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

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

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

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

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

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

BIDDER DECLARATION Instructions

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

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

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

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

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

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

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

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

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

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

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

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

2. (continued) Column Labels

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

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

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

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

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

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

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

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

Enter “N/A” if the:

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

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

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

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

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: DVBE Ref. Number:

Description (materials/supplies/services/equipment proposed):

Solicitation/Contract Number: SCPRS Ref. Number:

(FOR STATE USE ONLY)

SECTION 2

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

I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.

Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). (Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)

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

(Printed Name of DV Owner/Manager) (Signature of DV Owner/ Manager) (Date Signed)

(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: (Print or Type Name)
(If more than one firm, list on extra sheets.)

Firm/Principal Phone: Address:

SECTION 3

APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.

The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2*, subsections (c) and (g). *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

(Printed Name) (Signature) (Date Signed)

(Address of Owner) (Telephone) (Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Manager) (Signature of DV Manager) (Date Signed)



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	
	GENERAL LIABILITY <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)	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> _____				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per Person)	\$
					BODILY INJURY (Per Person)	\$
					PROPERTY DAMAGE	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$
	OTHER					

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

CCC-307

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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