

Solicitation 5600001049

Survey Design and Analysis, Grant and Program Evaluation

State of California

Bid 5600001049

Survey Design and Analysis, Grant and Program Evaluation

Bid Number 5600001049
Bid Title Survey Design and Analysis, Grant and Program Evaluation

Bid Start Date Mar 18, 2010 12:40:21 PM PDT
Bid End Date Apr 19, 2010 1:30:00 PM PDT
Question & Answer End Date Apr 5, 2010 5:00:00 PM PDT

Bid Contact Jeanette Thomas
916-255-6159
Jeanette.Thomas@cdcr.ca.gov

Standard Disclaimer The State of California advises that prospective bidders periodically check the websites, including but not limited to Bidsync, and/or other state department links for modifications to bid documents. The State of California is not responsible for a prospective bidder's misunderstanding of the bid solicitation or nonresponsive bid due to failure to check these websites for updates or amendments to bid documents, and/or other information regarding the bid solicitations. Failure to periodically check these websites will be at the bidder's sole risk.

The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.

Description
local juvenile and adult correctional effectiveness; grant/program facilitation and/or consultations, development of programs.

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Agreement No. 5600001049

STATE OF CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION INVITATION FOR BID

AGREEMENT NO. 5600001049

Date: March 18, 2010

The California Department of Corrections and Rehabilitation (CDCR), [Corrections Standards Authority](#), hereafter referred to as the State, is inviting responses to this Invitation For Bid (IFB) entitled [Survey Design and Analysis, Grant and Program Evaluation](#).

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

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

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

- Notice to Prospective Bidders
- Bid Submittal Checklist
- Sample Standard Agreement (STD 213)
- Scope of Work (Exhibit A)
- Budget Detail and Payment Provisions (Exhibit B)
- Bid Proposal (Exhibit B-1)
- Rate Sheet (Exhibit B-2)
- General Terms and Conditions (Exhibit C)
This document is incorporated in this bid package by reference only and is available on the Internet at <http://www.documents.dgs.ca.gov/ols/GTC-307.doc> . If you do not have Internet access, you may request a hard copy of Exhibit C by contacting the contract analyst listed below.
- Special Terms and Conditions (Exhibit D)

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- Standard Contractor Certification Clauses (CCC)
*This document is incorporated in this bid package by reference only and is available on the Internet at <http://www.documents.dgs.ca.gov/ols/CCC-307.doc>. You **MUST** submit an original signed copy with your bid package. If you do not have Internet access, you may request a hard copy of the CCC by contacting the contract analyst listed below.*
- Payee Data Record (STD 204)
- Subcontractor/Consultant List
- OBS 550 – Non-Small Business Subcontractor Preference Request
- OBS 551 – Small Business Subcontractor/Supplier Acknowledgement
- OBS 1500 – Darfur Contracting Act
- Sample Certificate of Insurance
- CDCR 1786 DVBE Participation in Exempt Contracts

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.

Jeanette Thomas
(916) 255-6159
Jeanette.thomas@cdcr.ca.gov
California Relay Service 1-800-735-2929

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

NOTICE TO PROSPECTIVE BIDDERS

Survey Design and Analysis, Grant and Program Evaluation.

Agreement No. 5600001049

I. PROJECTED TIMETABLE

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

IFB Available to Prospective Bidders March 18, 2010

Letters of Inquiry / Final Date to Submit Letters April 5, 2010

Response to Inquiry Letters April 12, 2010

Submission of Bid / Public Bid Opening 1:30 p.m., April 19, 2010

Anticipated Date for Commencement of Services May 1, 2010 or upon approval

Termination of Agreement June 30, 2013

II. FUNDING

The State estimates that the total amount of this Agreement shall not exceed \$410,000.00.

III. BIDDER QUALIFICATIONS AND LICENSING REQUIREMENTS

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

IV. 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) or facsimile and is in conformance with the submission requirements of this IFB. Additionally, an original, signed copy of all pages of the Contractor Certification Clause (CCC) must be submitted to CDCR with the completed

bid package. The State reserves the right to request clarification of any documents included with this bid.

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

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

V. BID SUBMITTAL

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

MAIL DELIVERY,
HAND DELIVERY, or
OVERNIGHT MAIL:

California Department of Corrections and Rehabilitation
Office of Business Services, Contracts Management Branch
Attention: [Jeanette Thomas](#)
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 [SURVEY DESIGN AND ANALYSIS, GRANT AND PROGRAM EVALUATION](#) - AGREEMENT NO. [5600001049](#) Attention: [Jeanette Thomas](#) - DO NOT OPEN." Failure to do so may result in the premature opening of, or failure to open, your bid.

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

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

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

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

VI. LETTERS OF INQUIRY

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

Any letters of inquiry must be submitted in writing to allow CDCR time to research and prepare a response. Submit your letter of inquiry by April 5, 2010 directly to Jeanette Thomas, Contracts Management Branch, by any of the following:

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

FAX: (916) 255-6187

E-mail: Jeanette.thomas@cdcr.ca.gov

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

VII. PUBLIC BID OPENING

If you are planning to attend the public bid opening, you must notify the contact person listed in the cover letter of this IFB 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.

VIII. 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.

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 5600001049 for the California Department of Corrections and Rehabilitation"**. Protests **MUST** be mailed to:

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

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, 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.

XV. Extension of Term

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

Enclosures

BID SUBMITTAL CHECKLIST

Survey Design and Analysis, Grant and Program Evaluation

IFB No. 5600001049

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

A complete bid will consist of the documents identified below.

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

- _____ Bid Proposal (Exhibit B-1)
- _____ Rate Sheet (Exhibit B-2)
- _____ Payee Data Record (STD 204)
- _____ Subcontractor/Consultant List
- _____ Darfur Contracting Act (OBS 1500)
- _____ Copies of résumés and duty statements for all key personnel
- _____ Copy of valid California city or county business license (if applicable) or, if a corporation located within the State of California, incorporation documents or letter from the Secretary of State or, if not a California business, an affidavit that business is in good standing with the state, province, or country in which business is headquartered.
- _____ Copy of Contractor Certification Clauses (CCC)
The CCC can be found on the Internet at <http://www.ols.dgs.ca.gov/standard+language>. The first page must be signed and submitted prior to the award of the contract, but is not required if the bidder has submitted this form to the awarding agency within the last three (3) years.
- _____ One original CDCR 1786 DVBE Participation in Exempt Contracts

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

- _____ Copy of Commercial General Liability Insurance Certificate (With applicable additional language in the certificate).
- _____ Copy of Workers' Compensation, if applicable (If exempt please cite the legal code that exempts you from this requirement).
- _____ Copy of Professional Liability
- _____ Statement of Economic Interest (Form 700)

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

Department Of Corrections and Rehabilitation

CONTRACTOR'S NAME

(1) Enter Contractor's Legal Business Name

2 The term of this Agreement is: through

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

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

Exhibit A – Scope of Work

page(s)

Exhibit B – Budget Detail and Payment Provisions

page(s)

Exhibit B-1 – Bid Proposal

page(s)

Exhibit B-2 – Rate Sheet

page(s)

Exhibit C* – General Terms and Conditions

GTC-307

Check mark one item below as Exhibit D:

☐
☐

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

page(s)

Exhibit - D* Special Terms and Conditions

Exhibit E – CDCR 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.ois.dgs.ca.gov/Standard+Language

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

CONTRACTOR

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

(1) Enter Contractor's Legal Business Name

BY (Authorized Signature)

DATE SIGNED (Do not type)

 **(original signature here)****Enter date signed**

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

Enter Contractor's Address and Phone Number**STATE OF CALIFORNIA**

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED (Do not type)

 PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**California Department of General
Services Use Only**☐ Exempt per:

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California Department of Corrections and Rehabilitation (CDCR) Exhibit A
SCOPE OF WORK

SURVEY DESIGN AND ANALYSIS, GRANT AND PROGRAM EVALUATION

I. INTRODUCTION

Purpose/Goal

The CDCR has been given the responsibility by the California Legislature in assisting the California local adult and juvenile detention and correctional systems in running efficiently and effectively by setting standards for facilities and programs, conducting inspections of facilities, setting detention staff selection and training standards, conducting research regarding detention practices, facilitating funding disbursement for detention construction and providing leadership in program evaluation to further local juvenile and adult correctional agencies' effectiveness.

To assist the CDCR in fulfilling these mandated responsibilities, the CDCR is seeking to secure the services of a qualified Consultant. The Consultant, hereinafter called the Contractor, must be a qualified professional, familiar with local adult and juvenile corrections, who is experienced in program evaluation, statistics, psychometrics, database development and management, and complex statistical applications related to California local corrections systems.

II. CONTRACTOR RESPONSIBILITIES

The Contractor shall work with the program manager listed in Exhibit D in accordance with the rules, regulations, policies, and procedures governing CDCR to provide the following services:

- A. Provide statistical and analytical support to the CDCR staff relative to Corrections Standards Authority's (CSA) existing surveys, research and evaluation efforts as well as those which may be Legislatively required by statutes enacted after the commencement of the contract award for this Invitation for Bid (IFB).
- B. *Collaborate with CDCR/CSA staff and Executive Steering Committee (ESC) members to design, implement and maintain evaluation procedures for programs which CDCR is charged with evaluating by the Legislature or granting agencies..* Program evaluation components may include, but are not necessarily limited to, the establishment of common data elements and the collection of periodic data on project participants for the purpose of assessing program outcomes and effectiveness.

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California Department of Corrections and Rehabilitation (CDCR) Exhibit A
SCOPE OF WORK

- C. Develop evaluation methodologies and systems, including data management instruments and data tracking tools and train local agency personnel in their use to facilitate local agencies' reporting to CSA on mandated program evaluations.
- D. Collaborate with CDCR/CSA staff and ESC members to facilitate the design, development and implementation of targeted rating and evaluation processes for local corrections construction and program development grants as required by the Legislature, granting agencies, or the CSA Board.
- E. Provide detailed analyses and reports related to CSA's existing evaluation efforts as well as those which may be directed to CDCR by the Legislature, granting agencies or the CSA Board. Analyses and reports shall be produced when requested by the CSA Board and/or CSA's executive staff and, when appropriate, shall include discussion of the data's ramifications for local corrections practices, local facility construction, local program development, and local corrections' impact on state corrections and the statewide continuum of correctional services.
- F. The Contractor will additionally be responsible for responding to evaluation related inquiries from CSA staff or from CSA Board Members applicable to development of proposed evaluation research designs for projects eligible for funding by CSA and/or under the CSA's jurisdiction contingent upon the availability of funding and Administration and Legislative directives. The Contractor may also be required to present evaluation research/statistical findings to the CSA Board.

Examples of the specific existing CSA projects for which the Contractor will - collaborate on include the following:

- I. Juvenile Justice Crime Prevention Act (JJCPA): The JJCPA program, established pursuant to the Crime Prevention Act of 2000 (Chapter 343, Statutes of 2000), creates a stable funding source for local juvenile justice programs aimed at curbing crime and delinquency among at-risk youth. Supporting community based programs that have proven effective in reducing crime and delinquency among at-risk youth and young offenders, JJCPA provides California counties a total of approximately \$100 million annually to fund approximately 200 local programs. For a program to receive funding, the CSA must approve evidence provided by the county that the program has been shown previously to be

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California Department of Corrections and Rehabilitation (CDCR) Exhibit A
SCOPE OF WORK

effective. In addition, annual reports must be submitted to CSA for each funded program, which minimally include results for all program participants for six legislatively-mandated outcomes (arrest rate, incarceration rate, completion of probation rate, probation violation rate, completion of restitution rate and completion of court-ordered community service rate).

Results for the same outcomes for a group comparable to those who received program services must also be reported for purposes of assessing program impact. CSA must approve the composition of this comparison group, the specific measures that will be reported for each outcome, and the specific evaluation periods that will be used for each outcome (timing and duration) as a condition of initial approval of program funding. Each annual report must also include information on program expenditures (state and local funds), number of juveniles receiving program services, and average length of time in program during the reporting year for all program participants. All annual reports are submitted on an internet-based reporting system developed and maintained by CSA. CSA is responsible for reviewing and approving all annual reports and for aggregating all results for purposes of preparing an annually required evaluation report to the Legislature.

The Contractor will be responsible for developing, designing and working with CSA staff to implement and maintain the most appropriate and comprehensive evaluation tools and processes, develop and manage data bases and data tracking tools, and help facilitate training of local probation agency personnel to support the counties' reporting of evaluation data to CSA.

Specifically, the Contractor will be responsible for providing the following services in support of the mandated annual outcome evaluation report to the Legislature for the JJCPA:

- Conduct technical reviews of county applications for new or modified programs to determine acceptability of: (1) research evidence submitted by applicants in support of proven effectiveness of proposed programs, and (2) proposed outcomes, outcome measures, outcome evaluation periods, and experimental designs that will be used to evaluate funded programs on an annual basis.

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California Department of Corrections and Rehabilitation (CDCR) Exhibit A
SCOPE OF WORK

- Provide technical assistance to counties with regard to identifying valid and reliable outcome measures, identifying appropriate control groups, developing data collection procedures and instruments, constructing databases, implementing data verification procedures, etc., for purposes of conducting the required local program evaluation.
 - Review approximately 200 local annual program evaluation reports to confirm that all process and outcome variable results are reasonable and verifiable. Work with counties in an iterative process until all questionable results have been reconciled and corrected.
 - Upon approval of all local annual reports, aggregate results across all reports and perform descriptive and inferential statistical analyses (using specialized statistical software) to determine statewide results for legislatively mandated-outcomes (arrest rate, incarceration rate, etc.) and other frequently measured outcomes (e.g., educational variables) for both program youth and control group youth.
 - Assemble statewide results in tables and draft associated narrative for incorporation in the annual report to the State Legislature.
2. Senate Bill 81 (SB 81): Chaptered on August 24, 2007, SB 81 among other things created the Youthful Offender Block Grant (YOBG) program to enable operational and programmatic reforms in local probation departments consistent with the realignment of certain juvenile offenders from the State Division of Juvenile Justice (DJJ). SB 81 and subsequent legislation signed in 2009 require each county to submit to CSA on or before May 1 of each year a Juvenile Justice Development Plan and each county's proposed expenditures from the YOBG fund for the next fiscal year. By October 1 of each year, counties must provide CSA with an annual report of their uses of the block grant funds including specific fiscal and performance outcome information for each program, placement, service and strategy supported by the YOBG. CSA is charged with developing the format for these plans and reports, preparing and publishing on its web site summaries of the county reports, and providing the Legislature an annual report on the utilization of block grant funds and accomplishment of required performance outcomes for the preceding fiscal year.

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California Department of Corrections and Rehabilitation (CDCR) Exhibit A
SCOPE OF WORK

The Contractor will be responsible for developing, designing and working with CSA staff to develop the format for counties' YOBG plans and reports to CSA, the processes for analyzing and aggregating county fiscal and outcome data, the data bases and data tracking tools necessary to manage YOBG information, and the annual reports submitted to the Legislature. The Contractor will also help facilitate training of local probation agency personnel to support the counties' reporting of YOBG data to CSA.

Specifically, the Contractor will be responsible for providing the following services in support of the mandated annual outcome evaluation report to the Legislature for the YOBG:

- Conduct technical reviews of county plans (applications) for new or modified programs to determine acceptability of proposed outcomes, outcome measures, and data gathering processes that will be used to evaluate funded programs on an annual basis.
- Provide technical assistance to counties with regard to identifying valid and reliable outcome measures, developing data collection procedures and instruments, developing and constructing databases, implementing data verification procedures, etc., for purposes of conducting the required local program evaluation.
- Review local annual YOBG reports to confirm that all process and outcome variable results are reasonable and verifiable. Work with counties in an iterative process until all questionable results have been reconciled and corrected.
- When all data is verified, aggregate results across all reports and perform descriptive and inferential statistical analyses (using specialized statistical software) to determine statewide results for program utilization, fiscal data and legislatively mandated and other outcomes.
- Assemble statewide results in tables and draft associated narrative for incorporation in mandated annual posting on CSA web site and report to the State Legislature.

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3. Senate Bill 81 (SB 81) Pilot Projects: SB 81 also directed CSA to allocate funding for two one-time probation projects with the overarching goal of testing program models for reducing the number of offenders entering State prison. The legislation directed that funding for one of the pilot projects be provided to a probation department in a large, urban county. CSA was informed by the CDCR, Office of Legislation, that it was the intent of SB 81 to identify Los Angeles as the large, urban county.

This pilot project's funding is to be used for prevention or supervision services for probationers. The project is to target 18- to 25-year-old probationers with known gang affiliations and provide services to probationers within a part (or parts) of the county that has known gang "hot spots." The project is to work with other local law enforcement agencies as necessary to coordinate the project and enhance services to the gang "hot spots."

The second pilot project county was specifically identified in the legislation as Alameda County. This project is to target adult probationers and other at-risk populations. The funding for this pilot project may be used to pay for efforts directed at de-escalating community conflict, encouraging mediation among probationers and other at-risk populations and for the development of employment and educational programs. The project is to include collaborative efforts with community based organizations and service providers.

Each pilot project is to be funded at \$5 million with funds available for expenditure by the county probation departments for a period of three years concluding on August 23, 2010. SB 81 requires that both pilot counties will provide CSA with evaluation data during the projects and an evaluation report at the end of the projects.

The Contractor will construct evaluation instruments, develop sampling plans, and analyze evaluation response data and develop reports as required by the Legislature and the CSA Board.

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California Department of Corrections and Rehabilitation (CDCR) Exhibit A
SCOPE OF WORK

4. Assembly Bill 900 (AB 900): On May 3, 2007, Assembly Bill 900 was signed by Governor Schwarzenegger authorized \$1.2 billion in jail construction funding through State lease-revenue bonds. This legislation, among other things, calls for funding of jail construction projects to be made available in two phases, with the initial funding totaling \$750 million and the remaining \$470 million in funding contingent upon building at least 2,000 re-entry facility beds and 4,000 local jail beds with the initial funding in Phase I.

Under AB 900 project funding is awarded on a competitive basis. CSA is responsible for carrying out the competitive bid process and recommending all awards. The initial competitive bid process was completed during FY 2008/09, with a total of \$586 million awarded. During FY 2009/10 a new competitive bid process will be conducted to award the remaining \$164 million from the first phase of funding, followed by yet another competitive bid process to award the \$470 million available in Phase II.

Pursuant to the competitive award provisions of AB 900, the Contractor, will provide technical assistance to CSA staff and members of a CSA Board-appointed ESC with regard to conducting a valid, fair and defensible Request for Proposal (RFP) and proposal evaluation process. The Contractor will be responsible for providing similar services for other competitive bid projects mandated to be conducted by CSA.

Such technical assistance will include:

- Work with the ESC to develop well defined evaluation factors and criteria;
- Provide rater training to the ESC to guard against common rating errors (training which includes rating “mock” proposals as the basis for discussion of same);
- Develop a database to capture all (independent) ratings;
- Develop all computational software to aggregate and display all ratings;
- Establish ground rules for ESC discussion of ratings that differ significantly;

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California Department of Corrections and Rehabilitation (CDCR) Exhibit A
SCOPE OF WORK

- Develop statistical procedures to arrive at and verify all final proposal rankings;
- Write a report which summarizes the entire process;
- Facilitate ESC's determination of proposal evaluation rating factor definitions and rating factor weights;
- Train ESC's with regard to proposal evaluation and measurement;
- Facilitate ESC's review of individual proposals and the ratings to determine proposal rankings, (i.e., which proposals will be eligible for recommendation to the CSA Board for funding); and
- Attend CSA Board and ESC meetings to make presentations and/or respond to questions from the ESC and CSA Board regarding the steps taken to ensure the validity and integrity of the process.

5. Juvenile Justice and Delinquency Prevention (JJDP) Act and Omnibus Crime Control & Safe Streets Act of 2002 [CalGRIP and Best Practices Approach Initiative (BPAI)]: Pursuant to the federal JJDP Act, California must establish a State Advisory Group (SAG) on Juvenile Justice to receive Title II Formula Grant funds. California's SAG, now known as the State Advisory Committee on Juvenile Justice and Delinquency Prevention (SACJJDP), is made up of Governor-appointed SMEs who are committed to enhancing the quality of life for all youth in California. California's SACJJDP serves the Governor, the Legislature, and the people of California by promoting effective juvenile justice policies and programming in compliance with goals set forth in the JJDP Act.

In support of the Governor's California Gang Reduction, Intervention and Prevention (CalGRIP) initiative, the SACJJDP recently appropriated \$1.1 million in Juvenile Accountability Block Grant (JABG) funds for county probation staff to receive evidence-based Anger Management and Youth Violence Prevention training and technical assistance from qualified vendors. The provision of this training and technical assistance will expand the capacity of county probation departments to provide these services to youth both in custodial settings and in the community.

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California Department of Corrections and Rehabilitation (CDCR) Exhibit A
SCOPE OF WORK

Additionally, the SACJJDP has launched a Best Practices Approach Initiative (BPAI) using \$1.2 million of JABG funds to support statewide training for probation departments regarding evidence-based programming. Through a RFP process, one vendor has been identified to deliver training and technical assistance and to aid counties in the organizational and systems change necessary to support implementation of evidence-based service delivery.

The Contractor will be responsible for developing, designing and working with CSA ESCs and staff to implement the most appropriate competitive bid and evaluation processes if/when additional anticipated grants are offered for CalGRIP, BPAI or other projects eligible for CSA funding.

6. Proud Parenting Program: CSA assumed responsibility for administering the Proud Parenting Program in January 2005. The program is contingent upon annual funding by the California State Legislature. The projected fiscal 2009/2010 funding disbursement level is \$829,000. Current Proud Parenting Program projects were awarded initial funding on the basis of a competitive bid process initiated in 2004. All currently funded projects are based, in part, on the original Young Men as Fathers (YMAF) Program curriculum developed by the California Youth Authority in 1997.

CSA is responsible for carrying out the competitive bid process to fund programs that build upon the fundamental components of the original YMAF Program, which include: classroom instruction (on parenting knowledge and skills), family activities that build upon and reinforce classroom instruction and provide participants an opportunity to apply what they have learned, and providing positive role models to further develop parenting skills through mentoring.

The Contractor will be responsible for developing, designing and working with CSA ESCs and staff to implement the most appropriate competitive bid and evaluation processes if/when additional grants are offered for Proud Parenting or other projects eligible for CSA funding.

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California Department of Corrections and Rehabilitation (CDCR) Exhibit A
SCOPE OF WORK

7. Additional Legislatively Mandated Projects, as Required by Statute

Contractor shall provide consultant services to include all other projects Legislatively required by statutes not listed above and requested by CDCR's program manager.

III. PROJECT ORGANIZATION AND REPORTING AUTHORITY

- The Contractor will be accountable and report directly to the CSA Executive Director and the Deputy Director overseeing each project, survey or grant process on which the Consultant works.
- As part of the process for executing the work of the Contractor, the Executive Director and Deputy Director(s) and support staff will ensure that the Consultant has access, as necessary, to all appropriate CSA staff and information.
- Dates, purpose and audience for regular meetings will be determined by mutual agreement between the Contractor and CSA during post award meetings.
- The Contractor will sign a nondisclosure statement such that all information provided by CSA or obtained for use under this contract will be considered sensitive and confidential and not be disclosed to any unauthorized person without the CSA's written permission.

IV. MINIMUM QUALIFICATIONS

Eligible Applicants: The Contractor must be qualified to do business in the State of California, possess a Ph.D. in Industrial/Organizational Psychology, and have experience conducting California local adult and juvenile corrections statistical analysis, evaluation and related research.

The Contractor must have at least ten (10) years of experience and expertise in the following:

- Evaluation research design, psychometrics, statistics, database development and management, and complex statistical applications related to California state and local adult and juvenile corrections operations and program evaluation.

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California Department of Corrections and Rehabilitation (CDCR) Exhibit A
SCOPE OF WORK

- Designing critical statistical tools for use in California local corrections surveys and analysis.
- Designing and implementing rating criteria and implementing rating processes and procedures for the evaluation of California correctional construction and program development grants.

Each bidder must submit a resume showing his/her credentials, experience, and qualifications as well as work experience with local corrections statistical analysis, evaluation and related research in the last ten years, or currently in progress. The resume should include information indicating:

- The contracting organization
- A synopsis of the work performed
- Dates of service

Each resume will be thoroughly reviewed by CDCR/CSA and if the above minimum qualifications are not met, the bidder will be considered nonresponsive.

V. CDCR CONTACT INFORMATION:

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

- **Billing/Payment Issues/Scope of Service/Performance Issues**
Corrections Standards Authority
600 Bercut Drive
Sacramento, CA 95811
Rita Pearson: (916) 445-2014
Diane Nishimoto: (916) 445-1541
Fax: (916) 445-5796
- **General Contract Issues:**
Contracts Management Branch
Jeanette R. Thomas
Phone Number: (916) 255-6159
FAX Number: (916) 255-6187

Agreement Number 5600001049

California Department of Corrections And Rehabilitation (CDCR)
BUDGET DETAIL AND PAYMENT PROVISIONS

Exhibit B

1. Invoicing and Payment

- a. For services satisfactorily rendered, and upon receipt and approval of contractor's invoices, the State agrees to compensate the Contractor in accordance with Exhibit B-1, [Bid Proposal](#) and the rates specified herein on Exhibit B-2, Rate Sheet, which are attached hereto and made a part of this Agreement.
- b. Invoices shall include the Agreement Number and/or the Purchase Order Number and shall be submitted in triplicate not more frequently than [monthly](#) in arrears to:

California Department of Corrections and Rehabilitation (CDCR)
[Corrections Standards Authority](#)
Attention: [Diane Nishimoto / Rita Pearson](#)
[600 Bercut Drive](#)
[Sacramento, CA 95811](#)

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.

CDCR BUDGET DETAIL AND PAYMENT PROVISIONS

Agreement Number 5600001049
Exhibit B**4. Federal Funding**

- a. If this Agreement includes federal funding, in whole or in part, it is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year(s) covered by this Agreement and for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Agreement in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

- c. The department has the option to void the Agreement under the (30) thirty-day cancellation provision or to amend the Agreement to reflect any reduction in funds.
- d. The recipient shall comply with the Single Audit Act and the reporting requirements set forth in Office of Management and Budget (OMB) Circular A-133. "Audits of States, Local Governments and Non-Profit Organizations."
- e. Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- f. The undersigned shall file an OBS 905, "Certification Regarding Lobbying" form, with each submission that initiates consideration. The certification shall be completed by the contractor or subcontractor, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Section 1352, Title 31 of the U.S. Code.
- g. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and

CDCR BUDGET DETAIL AND PAYMENT PROVISIONS

Agreement Number 5600001049
Exhibit B

submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

5. Subcontractors

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

6. Progress Payments

Not less than ten percent (10%) of the Agreement amount shall be withheld pending final completion of the Agreement, and receipt and acceptance by the California Department of Corrections and Rehabilitation (CDCR) of any final reports required under the Agreement. However, for those Agreements that consist entirely of separate and distinct tasks, any funds withheld with regard to a particular task may be paid upon completion of that particular task.

California Department of Corrections and Rehabilitation (CDCR)
 BID PROPOSAL

Agreement Number 5600001049

Exhibit B-1

SURVEY DESIGN AND ANALYSIS, GRANT AND PROGRAM EVALUATION

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 ☐ Individual/Sole Proprietor ☐ Estate or Trust ☐ Partnership ☐ Corporation (State in which incorporated _____) ☐ Other: _____	
PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	DATE:

CDCR BID PROPOSAL

Agreement Number 5600001049

Exhibit B-1

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.

SMALL BUSINESS PREFERENCE

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

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

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

Section 14835, et seq., of the California Government Code requires that a five percent (5%) preference be given to bidders who qualify as a Small/Micro business enterprise. The rules and

CDCR BID PROPOSAL

Agreement Number 5600001049

Exhibit B-1

regulations of this law are contained in Title 2, California Code of Regulations, Section 1896, et seq. A copy of the regulation is available upon request.

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

NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE

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

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

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

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

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

NONPROFIT VETERAN SERVICE AGENCY (NVSA) SMALL BUSINESS PREFERENCE

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

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

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

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

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

CDCR BID PROPOSAL

Agreement Number 5600001049

Exhibit B-1

**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 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.

PROGRAM DESCRIPTION	NUMBER OF HOURS FY 2009/2010 4/15/10 - 6/30/10	NUMBER OF HOURS FY 2010/2011	NUMBER OF HOURS FY 2011/2012	NUMBER OF HOURS FY 2012/2013	RATE PER HOUR	TOTAL FY 2009/2010	TOTAL FY 2010/2011	TOTAL FY 2011/2012	TOTAL FY 2012/2013
Juvenile Justice Crime Prevention Act (JJCPA)									
Consultative	40	230	230	230		\$0	\$0	\$0	\$0
Technical Reports	0	70	70	70		\$0	\$0	\$0	\$0
Assembly Bill 900 (AB 900)									
Consultative	40	40	40	40		\$0	\$0	\$0	\$0
Technical Reports	20	20	20	20		\$0	\$0	\$0	\$0
Senate Bill 81 (SB 81) Youthful Offender Block Grant									
Consultative	150	230	230	230		\$0	\$0	\$0	\$0
Technical Reports	0	150	150	150		\$0	\$0	\$0	\$0
Senate Bill 81 (SB 81) Pilot Projects									
Consultative	20	40	0	0		\$0	\$0	\$0	\$0
Technical Reports	0	40	0	0		\$0	\$0	\$0	\$0
Juvenile Justice & Delinquency Prevention (JJDP) Act, Omnibus Crime Control & Safe Streets Act of 2002									
CalGRIP Consultative	20	155	155	155		\$0	\$0	\$0	\$0
Best Practice Approach Initiative	20	35	35	35		\$0	\$0	\$0	\$0
Proud Parenting									
Consultative	20	50	50	50		\$0	\$0	\$0	\$0
Other Legislatively Mandated Projects, as required by Statute									
Consultative	0	50	50	50		\$0	\$0	\$0	\$0
TOTAL:	330	1110	1030	1030		\$0	\$0	\$0	\$0
	TOTAL FY 09/10	\$0.00							
	TOTAL FY 10/11	\$0.00							
	TOTAL FY 11/12	\$0.00							
	TOTAL FY 12/13	\$0.00							
	GRAND TOTAL:	\$0.00							

Contractor may offer a discount on invoices in order for the invoices to be paid within thirty (30) days of receipt. Discount offered must be at least one-half of one percent and a minimum of \$5.00.

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

The percent of discount (highest discount prevails) may be used in the event of tie bids. Refer to the Notice to Prospective Bidders, Bid Submission Requirements.

California Department of Corrections and Rehabilitation (CDCR)
SPECIAL TERMS AND CONDITIONS

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

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

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

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

a. Final Payment

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

b. Informal Appeal

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

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

c. Formal Appeal

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

CDCR SPECIAL TERMS AND CONDITIONS

(SUBJECT)

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

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

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

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

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

d. Further Resolution

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

e. Contract Disputes with Public Entities

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

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

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

Additionally, the State reserves the right to terminate this Agreement subject to thirty (30) calendar days written notice to the contractor should it be later identified as a service which can be consolidated into a statewide/regionalized Agreement. The State may exercise its option to cancel

CDCR SPECIAL TERMS AND CONDITIONS

the remaining years of this Agreement, should it be decided that with additional institutions and/or sites, the State will receive a better rate for the same service.

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

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

3. Responsibility Hearing

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

4. Confidentiality of Data

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

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

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

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

5. Liability for Loss and Damages

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

CDCR SPECIAL TERMS AND CONDITIONS

6. Computer Software Management Memo

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

7. Accounting Principles

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

8. Liability for Nonconforming Work

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

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

9. Subcontractor/Consultant Information

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

10. Contract Violations

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

11. Temporary Nonperformance

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

12. Extension of Term

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

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13. Employment of Ex-Offenders

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

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

14. Electronic Waste Recycling

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

15. Tax

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

16. Licenses and Permits

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

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

17. Permits and Certifications from State Board of Equalization

This solicitation and any resulting contract shall be subject to all requirements as set forth in Sections 6487, 7101 and sections 6452.1, 6487.3, 18510 of the Revenue and Taxation Code, and

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section 10295.1 of the Public Contract Code requiring suppliers to provide a copy of their reseller's permit or certification of registration and, if applicable, the permit or certification of all participating affiliates, issued by California's State Board of Equalization. Failure of the supplier to comply by supplying the required permit or certification will cause the supplier's bid response to be considered non-responsive and their bid rejected. Unless otherwise specified in this solicitation, a copy of the reseller's permit or certification of registration must be supplied within five (5) state business days of the request made by the State.

18. Darfur Contracting Act

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

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

19. Conflict of Interest

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

a. Contractors and Their Employees

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

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

b. Current State Employees

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is

CDCR SPECIAL TERMS AND CONDITIONS

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.

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

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

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

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

20. Disclosure

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

21. Security Clearance/Fingerprinting

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

22. Notification of Personnel Changes

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

23. 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.

24. Contractor Employee Misconduct

During the performance of this Agreement, it shall be the responsibility of the contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and

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

25. Loss Leader

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. A "loss leader" is any article or product sold at less than cost: (a) Where the purpose is to induce, promote or encourage the purchase of other merchandise; or (b) Where the effect is a tendency or capacity to mislead or deceive purchasers or prospective purchasers; or (c) Where the effect is to divert trade from or otherwise injure competitors.

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.

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Agreement Number 5600001049

Exhibit D

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 – By signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

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Non-Medical Professional Liability- Contractor and any subcontractors shall maintain Professional Liability Insurance with limits not less than \$1,000,000 covering any damages caused by a negligent error, act or omission 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)**Agreements Exempt from 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, 14838.6, 14839, 14842, 14842.5

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

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

30. Travel

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

31. Confidential and Proprietary Information

Contractor agrees to treat as confidential, and shall not use for its own commercial purpose or any other purpose, the State's proprietary information, as that term is defined in Public Contract Code Section 10426(c)(1). Contractor shall safeguard the State's proprietary information against disclosure except as may be expressly permitted herein. The State's proprietary information includes, but is not limited to, the following:

- Written documentation (i.e., reports, special audits, and/or evaluations, etc.) developed during the course of the contract term.
- Materials (i.e., training videos, webinars, power point presentations, etc.) developed during the course of the contract term.
- Detention facility-specific knowledge regarding security practices (i.e., staffing plans, facility designs, etc.) obtained during the course of the contract term.

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Exhibit D

32. Staff Expenses

If this is a consulting service Agreement, the contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, any governmental entity.

33. Evaluation of Contractor

The Contract Manager shall complete a written evaluation of contractor's performance under this Agreement within sixty (60) days following the term end date. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file for three (3) years. If contractor's performance was unsatisfactory, a copy of the evaluation shall be sent to the Department of General Services, Office of Legal Services, within five (5) days, and to the contractor within fifteen (15) days, following completion of the evaluation.

34. Résumés, Job Descriptions and Duty Statements

The contractor must provide and maintain résumés, duty statements and/or job descriptions for all staff paid through this Agreement. In addition, all contracted staff personnel files must indicate the date of employment, rate of pay and benefits, funding source, pay increases, promotions and status changes, and, if applicable, the date and reason(s) for employment termination.

35. Project Manager

The contractor shall designate a Project Manager to be responsible for ensuring the terms, conditions, and provisions of this Agreement are met. The contractor shall notify CDCR within five (5) working days of a change in Project Manager. The continuation and subsequent replacement of this position is subject to the provisions contained in the section entitled "Personnel".

36. Personnel

The contractor agrees to allow CDCR the right to 1) approve, in advance, any personnel to be assigned to this project, and 2) disapprove the continuing assignment of any personnel. If any employee of the contractor is unable to perform due to illness, resignation or other factors beyond the contractor's control, the contractor shall immediately provide acceptable substitute personnel.

The contractor shall report in writing the resignation or dismissal of personnel who are an essential part of the successful operation of the contracted program. CDCR may immediately terminate the Agreement if the replacement of personnel is detrimental to the program as determined by CDCR.

37. Consultant Contractor's Rights and Obligations

The State hereby notifies the Contractor of his or her duties, obligations and rights which are contained in Public Contract Code Sections 10335 through 10381.

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38. Progress Reports

The CDCR Program Manager and the contractor shall confer as often as necessary, but not less than monthly, to review progress and performance. The review criteria shall include, but not be limited to, problems encountered during the Agreement, future performance, and other subjects relating to completion of specified tasks. A copy of each review shall be prepared by the following CDCR Program Manager and forwarded to the Contractor.

CDCR Program Manager: Marlon Yarber, Deputy Director
Corrections Standards Authority
Address 600 Bercut Drive
Sacramento, CA 95811

39. 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:

40. Blood borne Pathogens

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

41. 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:

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- 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.

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

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

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

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

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

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

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

42. 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.

43. 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.

44. 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.

45. 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.

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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.

46. 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.

STATE OF CALIFORNIA

PAYEE DATA RECORD

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

STD. 204 (REV. 2-2000)

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

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

1 PLEASE RETURN TO:	DEPARTMENT/OFFICE	PURPOSE: Information contained in this form will be used by state agencies to prepare information Returns (Form 1099) and for withholding on payments to nonresident payees. Prompt return of this fully completed form will prevent delays when processing payments. <i>(See Privacy Statement on reverse)</i>
	STREET ADDRESS	
	CITY, STATE, ZIP CODE	
	TELEPHONE NUMBER	

2	PAYEE'S BUSINESS NAME
MAILING ADDRESS <i>(Number and Street or P. O. Box Number)</i>	
<i>(City, State and Zip Code)</i>	

3	CHECK ONE BOX ONLY ☐ LEGAL CORPORATION ☐ MEDICAL CORPORATION ☐ EXEMPT CORPORATION ☐ ALL OTHER CORPORATIONS FEDERAL EMPLOYERS IDENTIFICATION NUMBER (FEIN) - ☐ PARTNERSHIP ☐ ESTATE OR TRUST	NOTE: State and local governmental entities, including school districts are not required to submit this form.
	☐ INDIVIDUAL OR SOLE PROPRIETOR SOCIAL SECURITY NUMBER OF OWNER - OWNER'S FULL NAME (<i>Print</i>)	NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.

4 PAYEE RESIDENCY STATUS	CHECK APPROPRIATE BOX(ES) ☐ California Resident - Qualified to do business in CA or a permanent place of business in CA ☐ Nonresident (<i>See Reverse</i>) Payments to nonresidents for services may be subject to state withholding ☐ WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED ☐ SERVICES PERFORMED OUTSIDE OF CALIFORNIA/ GOODS ONLY SOLD TO CALIFORNIA	NOTE: a. An estate is a resident if decedent was a California resident at time of death. b. A trust is a resident if at least one trustee is a California resident. (<i>See reverse</i>)
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5	<i>I hereby certify under penalty of perjury that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you.</i>		
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME <i>(Type or Print)</i>		TITLE
	SIGNATURE 	DATE	TELEPHONE NUMBER

STATE OF CALIFORNIA

PAYEE DATA RECORD

STD. 204 (REV. 2-2000) (REVERSE)

ARE YOU A RESIDENT OR A NONRESIDENT?

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

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

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

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

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

From within the United States, call.....1-800-852-5711

From outside the United States, call.....1-916-845-6500

For hearing impaired with TDD, call....1-800-822-6268

ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident payees, including corporations, individuals, partnerships, estates and trusts, are subject to withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1500 or less for the calendar year.

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

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

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

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

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

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

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

Please call the Department of Finance, Fiscal Systems and Consulting Unit at (916) 324-0385 if you have any questions regarding this Privacy Statement. Questions related to residency or withholding should be referred to the telephone numbers listed above. All other questions should be referred to the requesting agency listed in Section 1.

SUBCONTRACTOR/CONSULTANT LIST

THIS FORM MUST BE COMPLETED AND RETURNED TO THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION, OFFICE OF BUSINESS SERVICES, P.O. BOX 942883, SACRAMENTO, CA 94283-0001.

☐ I will NOT use any subcontractors or consultants in the performance of this Agreement.

The following information **MUST** be provided for **ALL** subcontractors or consultants used by the contractor to perform any labor or render any services under this Agreement. In addition, if known, please indicate whether the subcontractor/consultant is a Small or Micro business or Disabled Veteran Business Enterprise (DVBE) by placing an "X" in the appropriate column and include their Department of General Services (DGS) Reference Number. If a subcontractor(s)/consultant(s) will be used, but no selection has been made, identify the service and estimate the dollar amount of services. If additional space is needed, supplementary sheets in the format below may be attached to this list.

SUBCONTRACTOR OR CONSULTANT NAME, ADDRESS AND PHONE NUMBER	SERVICES TO BE PERFORMED	DOLLAR AMOUNT OF SERVICES	CHECK IF A				DGS REFERENCE NUMBER
			SMALL BUSINESS	MICRO BUSINESS	DVBE	N/A	
NAME: ----- STREET ADDRESS: ----- CITY, STATE, ZIP: ----- PHONE NUMBER: -----							
NAME: ----- STREET ADDRESS: ----- CITY, STATE, ZIP: ----- PHONE NUMBER: -----							
NAME: ----- STREET ADDRESS: ----- CITY, STATE, ZIP: ----- PHONE NUMBER: -----							
NAME: ----- STREET ADDRESS: ----- CITY, STATE, ZIP: ----- PHONE NUMBER: -----							
NAME: ----- STREET ADDRESS: ----- CITY, STATE, ZIP: ----- PHONE NUMBER: -----							

STATE OF CALIFORNIA
OBS 550 (7/07)

DEPARTMENT OF CORRECTIONS AND REHABILITATION

Non-Small Business Subcontractor Preference Request

List each certified small business or microbusiness that will be subcontracted with. To be granted a bidding preference, total small business or microbusiness subcontractor use must equal at least 25% of the total price or cost offered. Each named subcontractor must be actively certified as a small business or microbusiness by the bid submission due date and must acknowledge their participation as claimed herein via a Small Business Subcontractor/Supplier Acknowledgement (OBS 551). **Attach to this form an acknowledgement (OBS 551 – Small Business Subcontractor/Supplier Acknowledgement) signed by an authorized representative of each named subcontractor acknowledging their proposed use as described herein.**

Name of certified small business (or microbusiness) Subcontractor

Name of Subcontractor

Street address		City	State	Zip Code
Contact Person		Telephone number ()		
Small Business Certification No.	Certification exp. date	Participation dollar value \$	Committed % of total bid %	

Brief description of the commercially useful function(s) to be performed and/or provided:

Name of certified small business (or microbusiness) Subcontractor

Name of Subcontractor

Street address		City	State	Zip Code
Contact Person		Telephone number ()		
Small Business Certification	Certification exp. date	Participation dollar value \$	Committed % of total bid %	

Brief description of the commercially useful function(s) to be performed and/or provided:

Name of certified small business (or microbusiness) Subcontractor

Name of Subcontractor

Street address		City	State	Zip Code
Contact Person		Telephone number ()		
Small Business Certification	Certification exp. date	Participation dollar value \$	Committed % of total bid %	

Brief description of commercially useful function(s) to be provided

Small Business Subcontractor/Supplier 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 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:

Below and/or continued on an attachment is a brief description of the commercially useful function(s) that the subcontractor/supplier identified herein will provide or supply:

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 small and/or microbusiness 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 its knowledge and agrees to allow the State to confirm this information, if deemed necessary.

Name of Proposed Subcontractor/Supplier		Date Signed
Signature of Subcontractor/Supplier Representative	Telephone Number ()	E-mail Address (if applicable)
Printed/Typed Name	Title	
For State Use Only		
Information Verified by	Date	

STATE OF CALIFORNIA
OBS 1500

DEPARTMENT OF CORRECTIONS AND REHABILITATION

DARFUR CONTRACTING ACT

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

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

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

OR

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

OR

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

CERTIFICATION For # 3.

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

Proposer/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County and State of	

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

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				GENERAL AGGREGATE	\$
	☐ COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	\$
	☐ CLAIMS MADE ☐ OCCUR.				PERSONAL & ADV. INJURIES	\$
	☐ OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any One person)	\$
					MED. EXPENSE (Any One person)	\$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	☐ ANY AUTO				BODILY INJURY (Per Person)	\$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per Person)	\$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	☐ HIRED AUTOS					
	☐ NON-OWNED AUTOS					
	☐ GARAGE LIABILITY					
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	☐ UMBRELLA FORM				AGGREGATE	\$
	☐ OTHER THAN UMBRELLA FORM					
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$
	OTHER PROFESSIONAL					

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

ATTENTION: Jeanette Thomas
STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS AND REHABILITATION
Contracts Management Branch
10000 Goethe Road, Suite C-1
Sacramento, CA 255-6159
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

CDCR 1786 (Rev. 07/07)
5600001049

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

[illegible]

Question and Answers for Bid #5600001049 - Survey Design and Analysis, Grant and Program Evaluation

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Apr 5, 2010 5:00:00 PM PDT