



**INVITATION FOR BID
Notice to Prospective Bidders
IFB #SD20-00013**

October 28, 2020

The California Department of Corrections and Rehabilitation (CDCR), California Correctional Health Care Services (CCHCS) is soliciting for service under the authority of California Public Contract Code Section 10340, subdivisions (a) and (b). You are invited to review and respond to this Invitation for Bid (IFB), entitled **IFB #SD20-00013 – Pharmacy Hood Testing Services**.

Note that all Contracts entered into with the CDCR/CCHCS will include by reference General Terms and Conditions (GTC 04/2017) and the Contractor Certification Clauses (CCC 04/2017) that may be viewed and downloaded at Internet site:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

In the opinion of CDCR/CCHCS, this IFB is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this IFB is:

Nicole Tindell
CDCR – California Correctional Health Care Services
nicole.tindell@cdcr.ca.gov

Please note that no *verbal* information given will be binding upon the CDCR/CCHCS unless such information is issued in writing as an official addendum.

Nicole Tindell

Nicole Tindell
Contract Analyst

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Sample Contract (Includes the following):

Separate

- Standard Agreement (STD 213)
- Exhibit A – Scope of Work
- Exhibit A-1 – Detailed Scope of Work
- Exhibit A-2 – Equipment List
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit B-1 – Rate Sheet
- Exhibit C – General Terms and Conditions*
- Exhibit D – CCHCS Special Provisions
- Exhibit E – Insurance Requirements
- Attachment 1- Service Report

A. PURPOSE AND DESCRIPTION OF SERVICES:

The California Department of Corrections and Rehabilitation (CDCR)/California Correctional Health Care Services (CCHCS) requires Pharmacy Hood Bi-Annual Inspection, Repair and Testing Services as defined in the Sample Contract. The Contractor shall furnish all labor, including travel and per diem, materials, non-consumable supplies, transportation, equipment, and every other item of expense necessary to provide Pharmacy Hood Testing, Services for the California Health Care Facility (CHCF), located at 7707 South Austin Road, Stockton, CA 95215.

The Contractor shall agree to inspect, clean, repair and provide certification of all makes and models of biological safety cabinets (chemotherapy hoods), laminar flow clean benches (IV hoods) and barrier isolators.

The Contractor shall perform all inspection, repair and testing services necessary to maintain the optimum level of efficiency for each specified piece of equipment within Pharmacy Services. Services shall include, as applicable, but not be limited to, lubrication, adjustment, calibration, replacement of any HEPA filters, gaskets and seals and operational testing of each piece of equipment, furnishing all necessary supplies and testing equipment, and providing any necessary repairs and parts replacement as specified by the manufacturer to maintain optimum efficiency.

The term of the Contract, resulting from this IFB, shall be January 11, 2021 (or upon approval, whichever is later) through June 30, 2023. The Contractor is not authorized to commence work, as described in the Sample Contract, until the ensuing Contract has been fully executed.

B. BIDDER MINIMUM QUALIFICATIONS:

Bidders not meeting the following minimum qualifications will be disqualified:

1. Service technicians must have at least three (3) years' experience performing maintenance, inspection, certification, and repair services of pharmacy hood equipment.
2. A valid license for air and water balancing in the State of California.
3. A valid license from the California Department of Health, Radiological Health Branch for the calibration of radiological survey meters and related devices.
4. The Contractor must possess valid ISO Accreditation.
5. The Contractor's location must be within 150 miles of CHCF.
6. The Contractor (if Corporation, LLC or Partnership) must be active and in good standing with the California Secretary of State's Office. Certification must be provided. The Contractor (if Sole Proprietor) must have a valid business license. Copy of business license must be provided.
7. Three (3) positive references for services performed within the last five (5) years, which are similar to the scope of work to be performed in the ensuing contract, must be provided on *Attachment 4 - Bidder References*. All references must be for services provided for a minimum period of twelve (12) consecutive months. Bidders are responsible for ensuring that the references provided are available and respond during the time period specified in the Key Action Dates. The inability to confirm references, or if any reference provides an unsatisfactory review, may cause the bid to be rejected and deemed nonresponsive.

C. BID REQUIREMENTS AND INFORMATION:

1. Key Action Dates:

Listed below are the important dates and times by which action must be taken or completed. If CDCR/CCHCS finds it necessary to alter any of these dates, it will be accomplished by issuance of an addendum to the IFB. All dates after the deadline for Final Date for Bid Submission are approximate and may be adjusted without an addendum to this IFB.

Event	Date and Time
1. IFB Available to Prospective Bidders	Wednesday, October 28, 2020
2. Final Date for Bidder Questions*	Wednesday, November 4, 2020 by 3:00 P.M.
3. CDCR/CCHCS Response to Questions**	Thursday, November 12, 2020
4. Final Date for Bid Submission	Wednesday, December 2, 2020 by 3:00 P.M.
5. Bid Opening	Thursday, December 3, 2020
6. References Contacted***	Friday, December 4, 2020
7. Due Date For Responses From References***	Friday, December 11, 2020
8. Notice of Intent to Award	Wednesday, January 6, 2020
9. Proposed Award Date	Wednesday, January 27, 2020

- * **Submit all questions via email to the contact person indicated on the cover page of this IFB no later than the date and time specified in the Key Action Dates.**
- ** **Written responses to IFB questions will be released by the date and time specified and will be viewable online at <https://caleprocure.ca.gov/pages/index.aspx> under this IFB posting.**
- *** **Bidders are responsible for ensuring that the References are available to respond within the time period specified.**

2. Submission of Bid:

- a) All bids must be submitted under **sealed** cover and received by CCHCS by the dates and times shown in Section C, Bid Requirements and Information, Item 1) Key Action Dates.
- b) Due to the COVID-19 State of Emergency, IFB documents **MUST** be submitted to CDCR/CCHCS electronically (i.e., email) to the CDCR/CCHCS contact individual listed below:

Nicole Tindell

nicole.tindell@cdcr.ca.gov

Subject Line: IFB #SD20-00013 - Pharmacy Hood Testing Services

- c) All bids shall include the documents identified in **Attachment 1 - Required Attachments Checklist**. Bids that do not include the **required attachments** shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- d) All documents requiring a signature **MUST** bear digitally certified signatures or certified scanned signatures of a person authorized to bind the bidding firm.

Note to Bidders: It is the sole responsibility of the Bidder to contact the Contract Analyst listed for this IFB to verify receipt of the submitted bid.

- e) Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
- f) A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive an immaterial deviation in a 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 Contract.
- g) Costs incurred for developing bids and in anticipation of award of the Contract are entirely the responsibility of the bidder and shall not be charged to the State of California.
- h) An individual who is authorized to bind the bidder contractually shall sign the Bid/Bidder Certification Sheet, (**Attachment 3**). The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- i) A bidder may modify a bid after its submission by withdrawing its 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.
- j) A bidder may withdraw its bid by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.

- k) The awarding agency may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum which will be posted within this IFB's posting at: <https://caleprocure.ca.gov/pages/index.aspx>.
- l) The awarding agency reserves the right to reject all bids. The agency is not required to award a Contract.
- m) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.
- n) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the Contract amount will be made due to a lack of careful examination of work sites and specifications.
- o) The State does not accept alternate contract language from a prospective Bidder. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- p) No oral understanding or agreement shall be binding on either party.

3. Evaluation and Selection:

- a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b) The State will evaluate each bid to determine its responsiveness to the published requirements. This may include, but is not limited to:
 - Minimum Qualifications verified.
 - Commercially Useful Function verified (if applicable).
 - Verification of References.
 - Rate Sheet Calculations.
 - Application of Preferences, if applicable.
 - DVBE Incentives, if applicable.
 - Required certifications have been received/verified.
 - Secretary of State certification/Business License verified.
 - Largest Tax Delinquency List verified. Pursuant to PCC Section 10295.4, persons identified as the largest tax delinquents by the FTB or BOE are ineligible to enter into any contract with the State.
- c) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.
- d) Award if made, will be to the lowest responsive, responsible bidder.
- e) In the event of a tie between two responsive, responsible bidders, a coin toss will be conducted and observed by witnesses.

4. Award and Protest:

- a) Whenever a Contract is awarded under a procedure which provides for competitive bidding but the Contract is not to be awarded to the low bidder, the low bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) business days prior to the award of the Contract.
- b) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) business days prior to awarding the Contract.
- c) If any bidder, prior to the award of Contract, files a written protest with the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605 (Bid Protest Coordinator email address OLSProtests@dgs.ca.gov) and the CDCR/CCHCS on the grounds that the (protesting) bidder is the lowest responsive responsible bidder, the Contract shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- d) Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the awarding agency a detailed written statement specifying the grounds for the protest. The written protest must be emailed to:

Department of General Services
Office of Legal Services
Attention: Bid Protest Coordinator
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, CA 95605
Bid Protest Coordinator Email address: OLSProtests@dgs.ca.gov

A copy of the detailed written statement should be mailed to the awarding agency. It is suggested that any protest be submitted by certified or registered mail.

- e) Upon resolution of the protest and award of the Contract, the Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found at <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- f) Upon resolution of the protest and award of the Contract, the Contractor must sign and submit to the awarding agency, page one (1) of the Contractor Certification Clauses (CCC), which can be found on the Internet at:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

This document is only required if the bidder has not submitted this form to the awarding agency within the last three (3) years.

5. Disposition of Bids:

- a) Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California, 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.

- b) Bid packages may be returned only at the bidder's expense, unless such expense is waived by the awarding agency.

6. Contract Execution and Performance:

- a) Performance shall start not later than 10 days, or on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the Contract is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the Contract. In addition, the Contractor shall be liable to the State for the difference between the Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.
- b) All performance under the Contract shall be completed on or before the termination date of the Contract.

D. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM REQUIREMENTS:

Mandatory DVBE participation goals have been waived for this solicitation.

E. PREFERENCE PROGRAMS:

The preferences programs are as follows:

1. Small Business Preference:

Certified small businesses or microbusinesses can claim the five percent (5%) preference when submitting a bid on a state contract. A non-small business may receive a preference of five percent if the business commits to subcontract at least twenty-five percent of its net bid price with one or more small businesses or microbusinesses. The five percent preference is used only for computation purposes, to determine the winning bidder and does not alter the amounts of the resulting contract. The value of the preference is limited to \$50,000 when a contract award is based upon (5%) award to the lowest compliant bid. A contract awarded on the basis of the five percent (5%) preference is awarded to the small business, microbusiness or non-small business for the actual amount of its bid.

2. Non-Small Business Preference:

The preference to a non-small business bidder that commits to small business or microbusiness subcontractor participation of twenty-five percent (25%) of its net bid price shall be five percent (5%) of the lowest, responsive, responsible bidder's price. A non-small business, which qualifies for this preference, may not take an award away from a certified small business.

3. Disabled Veteran Business Enterprise (DVBE) Incentive Requirement:

In accordance with Section 999.5(a) of the Military and Veterans Code, an incentive will be given to Bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation

as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State.

The following percentages will apply for awards based on low price:

<u>Confirmed DVBE Participation of:</u>	<u>DVBE Incentive</u>
5% Inclusive	5%
4% to 4.99% Inclusive	4%
3% to 3.99% Inclusive	3%
2% to 2.99% Inclusive	2%
1% to 1.99% Inclusive	1%

The incentive is applied by reducing the bid price by the amount of incentive as computed from the lowest responsive bid price submitted by a responsible bidder.

This incentive is for evaluation purposes only.

Application of the incentive shall not displace an award to a small business with a non-small business.

4. Commercially Useful Function

“Commercially useful function” is defined as a person or entity doing all of the following: 1) Is responsible for the execution of a distinct element of the work of the contract (including the supplying of services and goods); 2) Carries out its obligation by actually performing, managing or supervising the work involved; 3) Performs work that is normal for its business services and functions; 4) Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and 5) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. (Tit. 2 CCR § 1896.71(b).)

It is not a “commercially useful function” if the DVBEs role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of DVBE participation. (Mil. & Vet. Code § 999(b)(5)(B); Tit. 2 CCR § 1896.71(c).)

F. REQUIRED ATTACHMENTS:

Refer to **Attachment 1** for the Required Attachments that are a part of this IFB.

ATTACHMENT 1
REQUIRED ATTACHMENTS CHECKLIST

A complete bid or bid package must consist of the items identified below.

Complete this checklist to confirm the items in your bid. Place a check mark or "X" in each box next to the item that you are submitting to the State. For your bid to be responsive, all required attachments **must** be returned. This checklist should be returned with your bid package also.

Electronically submitted bids and required attachments can be included in one (1) PDF file; or separate, clearly labeled, and identifiable PDF files. *Please note: **Attachment 2 – Rate Sheet** should be attached separately and clearly labeled as Rate Sheet.

- One (1) original and two (2) copies of bid submittal.
 - Attachment 1 - Required Attachments Checklist.
 - Attachment 2 - Rate Sheet.
 - Attachment 3 - Bid/Bidder Certification Sheet.
 - Attachment 4 - Bidder References.
 - Attachment 5 - [Bidder Declaration \(GSPD 05-105\)](#).
 - Attachment 6 - Minimum Qualifications Statement.
 - Attachment 7 - [Payee Data Record \(STD 204\)](#)
 - Attachment 8 - Darfur Contracting Act Certification.
 - California Secretary of State Business Entity Filing Certification**
<http://www.sos.ca.gov/business-programs/business-entities/statements>
(if business entity is a Corporation, LLC or Partnership).
- OR**
- Copy of Business License** (if sole proprietorship).
 - Small Business/DVBE Certification (if applicable).

The following documents are required upon Contract award:

- Insurance Certifications (with endorsements) for Automobile, General Liability and Workers Compensation (See *Exhibit E* of the Sample Contract).
- Attachment 9 - Contractor Certification Clauses (CCC-04/2017).
- Attachment 10 - Non Disclosure Agreement. *This form must be signed by all parties involved in the Contract.*

The following attachment is included in the IFB as reference only and should not be included in the bid submission:

- Sample Contract

ATTACHMENT 2
RATE SHEET

PHARMACY HOOD TESTING SERVICES

The Contractor shall furnish all labor, including travel and per diem, materials, non-consumable supplies, transportation, equipment, and every other item of expense necessary to provide Pharmacy Hood Testing Services to California Health Care Facility.

Item Description	Unit Cost	*Quantity	Cost Per Service
Test Laminar Flow Unit	\$ _____	1	\$ _____
Particle Count Laminar Flow Unit	\$ _____	1	\$ _____
Test Isolator	\$ _____	1	\$ _____
Particle Count Isolator	\$ _____	1	\$ _____
Particle Count IV Buffer Room	\$ _____	2	\$ _____
Particle Count Ante Room	\$ _____	1	\$ _____
Airborne Viable Sampling	\$ _____	12	\$ _____
Surface Viable Sampling	\$ _____	12	\$ _____
Room Pressures	\$ _____	3	\$ _____
Room Air Exchange Rate Calculation	\$ _____	3	\$ _____
Airflow Visualization Study of Laminar Flow Unit	\$ _____	1	\$ _____
Airflow Visualization Study of Isolator	\$ _____	1	\$ _____
Total Cost Per Service:			(A) \$ _____

Total Cost of Two Services Per Year (2 x A) = (B) \$ _____

Total Cost of Services for Three Years (3 x B) = (C) \$ _____

POTENTIAL OFF-SCHEDULING TESTING:

Item Description	Unit Cost
Airborne Viable Sampling	\$ _____
Surface Viable Sampling	\$ _____
Room Pressures	\$ _____
Room Air Exchange Rate Calculation	\$ _____
Portal/Travel Charges	\$ _____
Labor/Repair Hourly Rate, 8:00 am–5:00 pm (M-F), including weekends	\$ _____
Labor/Repair Hourly Rate, 5:00 pm–8:00 am (M-F), including weekends	\$ _____
Total Amount Allowed for Potential Off-Scheduling Testing (D) \$ _____	

<p><u>Total Bid Cost</u></p> <p>\$ _____</p> <p>(C) + (D)</p>
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*Quantities indicated above will be used solely for computing the cost as a fair and equitable formula to determine the low bidder and is not binding on the contracting agency. However, the actual costs quoted above by the bidder shall be binding for the term of the Agreement.

Note: All services performed are paid in arrears.

ATTACHMENT 3
BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all the **required attachments** as an entire package in duplicate with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions.

- A. Our all-inclusive bid is submitted as detailed in Exhibit B-1, Rate Sheet.**
- B.** All required attachments are included with this certification sheet.
- C.** The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

An unsigned Bid/Bidder Certification Sheet May Be Cause for Rejection

1. Company Name	2a. Telephone Number ()	2b. Fax Number ()
3. E-mail Address		
4. Address		
Indicate your organization type:		
5. <input type="checkbox"/> Sole Proprietorship	6. <input type="checkbox"/> Partnership	7. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
8. Federal Employee ID No. (FEIN)	9. California Corporation #:	
10. Indicate applicable license and/or certification information:		
11. Bidder's Name (Print)	12. Title	
13. Signature	14. Date	
15. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____	
NOTE: A copy of your Certification is required to be included if either of the above items are checked "Yes". Date application was submitted to OSBCR, if an application is pending:		

ATTACHMENT 3 (CONTINUED)
Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the Certification Sheet by following the instructions below:

Item Numbers	Instructions
1, 2a, 2b, 3, 4	Must be completed. These items are self-explanatory.
5	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
6	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
7	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
8	Enter your federal employee tax identification number.
9	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
10	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
11, 12, 13, 14	Must be completed. These items are self-explanatory.
15	If certified as a California Small Business, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 4
BIDDER REFERENCES

Submission of this attachment is **mandatory**. Failure to complete and return this attachment with your bid will cause your bid to be rejected and deemed non-responsive. Only one (1) CDCR/CCHCS reference will be accepted to meet this requirement. Letters of recommendation and/or letters of references are not acceptable.

List below three (3) positive references for services performed within the last five (5) years, which are similar to the scope of work to be performed in the ensuing contract. All references must be for services provided for a minimum period of twelve (12) consecutive months. Bidders are responsible for ensuring that the references provided are available and respond during the time period specified in the Key Action Dates. The inability to confirm references, or if any reference provides an unsatisfactory review, may cause the bid to be rejected and deemed nonresponsive.

Please Print or Type

REFERENCE 1

Name of Firm:				
Street Address:	City:	State:	Zip Code:	
Contact Person:		Telephone Number:		
E-mail Address:		Fax Number:		
Dates of Service:		Value or Cost of Service: \$		

Brief Description of Service Provided:

REFERENCE 2

Name of Firm:				
Street Address:	City:	State:	Zip Code:	
Contact Person:		Telephone Number:		
E-mail Address:		Fax Number:		
Dates of Service:		Value or Cost of Service: \$		

Brief Description of Service Provided:

REFERENCE 3

Name of Firm:				
Street Address:	City:	State:	Zip Code:	
Contact Person:		Telephone Number:		
E-mail Address:		Fax Number:		
Dates of Service:		Value or Cost of Service: \$		

Brief Description of Service Provided:

ATTACHMENT 5
BIDDER DECLARATION

The GSPD-05-105 can be found at: <http://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

Bidders must complete the Bidder Declaration and include it with their response. When completing the declaration, bidders must identify all sub-contractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the sub-contractors indicated in the Bidder Declaration for requested services unless CDCR/CCHCS agrees to a substitution via amendment to the Contract.

ATTACHMENT 6
MINIMUM QUALIFICATIONS STATEMENT

The Bidder shall provide a statement that clearly demonstrates that each of the minimum qualifications for this IFB have been met. Each minimum qualification must be identified and responded to individually. The minimum qualifications can be found on Page 3.

1. The Contractor's service technicians must have at least three (3) years' experience performing maintenance, inspection, certification, and repair services of pharmacy hood equipment:

2. A Valid License/Certification in testing, repair, and inspection services of pharmacy hood equipment:

3. Contractor's location must be within 150 miles of CHCF:

4. Contractor (if Corporation, LLC or Partnership) must be active and in good standing with the California Secretary of State's Office. Certification must be provided. Contractor (if Sole Proprietor) must have a valid business license. Copy of business license must be provided.

5. Three (3) positive references for services performed within the last five (5) years, which are similar to the scope of work to be performed in the ensuing contract, must be provided on *Attachment 4 - Bidder References*. All references must be for services provided for a minimum period of twelve (12) consecutive months. Bidders are responsible for ensuring that the references provided are available and respond during the time period specified in the Key Action Dates. The inability to confirm references, or if any reference provides an unsatisfactory review, may cause the bid to be rejected and deemed nonresponsive.

ATTACHMENT 7
PAYEE DATA RECORD

The Bidder must complete and sign the Payee Data Record (STD. 204) and include it with the Bid Submittal. The STD 204 can be found at:
<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

ATTACHMENT 8
DARFUR CONTRACTING ACT CERTIFICATION

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

If information in Option #1 or Option #2 does not apply, check box below:

Options below do not apply.

_____ Company/Bidder Name (printed) _____ Authorized Signature _____ Date

If your company, within the previous three years, has had any business activities or other operations outside of the United States, you must complete Option #1 or Option #2 below.

OPTION #1 - CERTIFICATION

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

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

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

OPTION #2 – WRITTEN PERMISSION FROM DGS

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

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

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

ATTACHMENT 9
CONTRACTOR CERTIFICATION CLAUSES

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) Any available counseling, rehabilitation and employee assistance programs; and,
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) Receive a copy of the company's drug-free workplace policy statement; and,
 - 2) Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT 10
NON DISCLOSURE AGREEMENT (Rev 10/2018)
(To be signed by all parties involved in Contract)

I certify that at all times during and after the process by which the CDCR/CCHCS procures goods and services, CDCR/CCHCS prospective bidders, and/or CDCR/CCHCS contractors will keep confidential, and will not disclose to any third party or use, such confidential information, except in the course of their employment or by contractual relationship with CDCR/CCHCS. The parties will protect CDCR's/CCHCS' confidential information and/or usage data using the same degree of care, but no less than a reasonable degree of care, as such party uses to protect his/her/its own confidential information. The parties will carefully restrict access to CDCR's/CCHCS' confidential information, and they may disclose it only to their employees, contractors, and/or other State agencies that have a need to know it and are bound by obligations of confidentiality.

Company/Organization Name: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Printed Name: _____ Title: _____

Signature: _____ Date: _____

ATTACHMENT 14
**PRIMARY LAWS, RULES, AND REGULATIONS REGARDING CONDUCT AND ASSOCIATION
WITH STATE PRISON INMATES**

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 within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates, Title 15, Section 3285. The following is a summation of pertinent information when individuals not employed by the department (volunteers, media, contractors and their employees and dignitaries) come in contact with prison inmates.

1. 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. 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 3283, 3285, 3289, 3292 and 3415

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

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304

3. All persons entering onto institution/facility or camp grounds consent to a 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 or restrictions to visiting or facility access.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3267, 3288, 3289, and 3292.

4. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Secretary, Director of Division of Adult Institutions (DAI), Warden, Regional Parole Administrator and /or their designees.

SOURCE: PC Sections 2086, 5054 and 5058; CCR, Title 15, Sections 3283 and 3289

5. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR institutions/facilities or camps without the prior approval of the Warden. 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, 3283 and 3289

6. 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 firearms, explosives, alcoholic beverages, wireless communication devices or components thereof, tobacco products, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana.

SOURCE:PC Sections 2772, 2790, 4535, 4550, 4573, 4573.5, 4573.6, 4574, 4576 and 5030.1;
CCR, Title 15, Sections, 3172.1, 3188 and 3292

7. It is illegal to give or take letters from prison inmates without the authorization of the Warden. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates.

SOURCE:PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424 and 3425

8. In an emergency situation the visiting program and other inmate program activities may be suspended by the Warden or designee.

SOURCE: PC Sections 2086 and 2601; CCR, Title 15, Section 3383

9. For security reasons, volunteers, media, contractors, dignitaries and guests must not wear clothing that in any way resembles state issued prison inmate clothing (blue denim shirts, blue denim pants).

SOURCE:CCR, Title 15, Sections 3174 and 3349.2.3(g) (3) (B)

10. 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.

SOURCE:CCR, Title 15, Section 3261.5

I HEREBY CERTIFY AND ACKNOWLEDGE I HAVE READ THE ABOVE AND FULLY UNDERSTAND THE IMPLICATIONS REGARDING MY CONDUCT AND ASSOCIATION WITH PRISON INMATES. I ALSO UNDERSTAND VIOLATION OF ANY OF THE ABOVE COULD RESULT IN EXPULSION FROM A CDC INSTITUTION/FACILITY OR CAMP WITH THE POSSIBILITY OF CRIMINAL PROSECUTION.

VOLUNTEER/MEDIA/CONTRACTOR/GUEST	SIGNATURE	DATE SIGNED
NAME AND TITLE (Print)		

DISTRIBUTION: Original – Warden, Parole Administrator *and/or Designee*