CALIFORNIA CORRECTIONAL
HEALTH CARE SERVICES

INVITATION FOR BID

Notice to Prospective Bidders
IFB #SD25-00042

September 9, 2026

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 #SD25-00042 – Medical Waste Pick up and Removal Services.**

Please note that mandatory DVBE requirements are part of this IFB. Bidders must meet the required 3% DVBE participation in order for their bid to be considered responsive. Please refer to the DVBE program requirements within this document for additional information.

Note that all Contracts entered into with the CDCR/CCHCS will include by reference General Terms and Conditions (GTC 02/2025) 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

If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

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:

Maggie Villucci
CDCR – California Correctional Health Care Services
916-691-2865
Maggie.villucci@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.

Maggie Villucci

Maggie Villucci
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 – Institutions/Facilities by Region
Exhibit A-3 – Map of Participating Institutions
Exhibit A-4 – Estimated Number of Pounds Per Pick-Up for each Institution/Facility

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 – Primary Laws, Rules and Regulations Regarding Conduct with Prison Inmates

*Included by reference

A. PURPOSE AND DESCRIPTION OF SERVICES:

The California Department of Corrections and Rehabilitation (CDCR)/California Correctional Health Care Services (CCHCS) requires Medical Waste Pick up and Removal Services as defined in the Sample Contract. The Contractor shall furnish all labor, including travel and per diem, materials, non-consumable supplies, transportation, equipment (including but not limited to reusable containers with lids/covers, bags, labels, etc.,), and every other item of expense necessary to provide Medical Hazardous and Bio-Hazardous Waste collection, removal, packaging, repackaging, loading, transportation and disposal services as defined in the Sample Contract.

The Contractor shall provide services for CDCR/CCHCS Institutions statewide, Headquarters in Sacramento and Elk Grove, all Regional Offices, and Central Fill Pharmacy. Hereafter, "Medical Waste" shall be used when referring to any or all types of waste described in this solicitation.

Services shall be provided in accordance with Department of Health Services (DHS) regulations including Title 42 of the Code of Federal Regulations (CFR); Title 49 of the California Health and Safety Code (HSC); Medical Waste Management Act (MWMA), California Code of Regulations (CCR); Environmental Health, Vehicle Code, Sections 34500 and 34501, California Highway Patrol regulations governing the requirements regarding the transporting of bio-hazardous materials, and any other applicable laws, regulations, codes, or statutes.

The term of the Contract, resulting from this IFB, shall be December 7, 2026, or upon approval, whichever is later through December 6, 2029. The Contractor is not authorized to commence work, as described in the Sample Contract, until the ensuing Contract has been fully executed.

This solicitation for Medical Waste Pick up and Removal Services has been divided into four (4) regions and will be awarded by region. Bidders **must** bid on an entire region. Bidders may bid on one or more regions.

Locations may be added or removed as mutually agreed upon between the Contractor and CDCR/CCHCS.

B. BIDDER MINIMUM QUALIFICATIONS:

Bidders not meeting the following minimum qualifications will be disqualified:

1. Three (3) years' experience performing Medical Waste Pick up and Removal Services.
2. 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.
3. Three (3) positive references for services performed within the last three (3) 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.

4. Bidders must provide evidence of the following licenses, permits, and certifications for their company as well as any subcontractors in their bid response:

   a) City/County Business License;

   b) Environmental Protection Agency (EPA) Identification Permit;

   c) Contractor/Hauler's Weighmaster License (non-fixed) issued by State of California, Department of Food and Agriculture Measurement Standard;

   d) Medical Waste Transporter(s) License and currently be registered by California Department of Public Health (CDPH);

   e) Hazardous Waste Transporter(s) License and currently be registered by Department of Toxic Substance Control (DTSC);

   f) Permit of Transfer Station(s) Permit and currently be registered by CDPH;

   g) Permit of Transport Station(s) Permit and currently be registered by CDPH;

   h) Treatment Facility Permit(s) (for Medical/Sharps and Chemo/Pharmaceutical Waste);

   i) Inspection report or a copy of the California Highway Patrol - Management Information Systems Terminal Evaluation Record (CHP-MISTERS);

   j) State of California, Department of Motor Vehicles (DMV), Motor Carrier Permit with a Gross Vehicle Weight Rating (GVWF) of 10,001 pounds (lbs.) or more, through the term of this Agreement;

   k) Hazardous Materials Endorsement on the Department of Motor Vehicle (DMV) driver's license for all drivers.

   l) Contractor/Hauler Hazardous Waste Transporter Registration issued by DTSC.

   NOTE: In the event any of the above documents expire or change at any time during the term of the contract, the Contractor shall provide the CDCR/CCHCS a copy of the renewed documents within thirty (30) calendar days following the expiration date. In the event the Contractor fails to keep in effect at all times all required documents, CDCR/CCHCS shall terminate the Contract.

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, September 9, 2026
2. Final Date for Bidder Questions*	Wednesday, September 16, 2026
3. CDCR/CCHCS Response to Questions**	Friday, September 18, 2026
4. Final Date for Bid Submission	**Wednesday, September 23, 2026, by 3:00PM**
5. Public Bid Opening***	Thursday, September 24, 2026, at 10:00AM
6. References Contacted****	Thursday, September 24, 2026
7. Due Date for Responses from References****	Wednesday, September 30, 2026
8. Notice of Intent to Award	Wednesday, September 30, 2026
9. Proposed Award Date	Thursday, October 8, 2026

* **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.**

*** **If interested in attending, please dial (916) 701-9994 and enter Phone Conference ID 727369835# on the date and time listed in the chart above.**

**** **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 and received by CCHCS by the dates and times shown in the Key Action Dates.

b) IFB documents **MUST** be submitted to CDCR/CCHCS electronically (by email) to the contact analyst listed below:

Maggie Villucci
Maggie.villucci@cdcr.ca.gov
Subject Line: IFB #SD25-00042 – Medical Waste Pick up and Removal Services

c) All attachments **MUST** be submitted in **ONE** email.

d) All attachments must be combined into one PDF document and labeled "IFB" with the exception of Attachment 2, Rate Sheet, which must be submitted as a separate attachment.

e) Attachment 2, Rate Sheet, must be submitted as a separate attachment and labeled "Attachment 2, Rate Sheet".

f) All bids shall include the documents identified in ***Attachment 1 – Required Attachments Checklist***. Bids that do not include the **required documents and/or attachments** shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.

g) All documents requiring a signature must bear a certified scanned signature of a person authorized to bind the Bidder's 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 IFB documents.

h) 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.

i) 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.

j) 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.

k) 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.

l) 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.

m) 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.

n) 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.

o) The awarding agency reserves the right to reject all bids. The agency is not required to award a Contract.

p) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.

q) 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.

r) 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.

s) 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/licenses 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.

f) In the event of a precise tie between the low responsible bid of a certified small business and the low responsible bid of a certified disabled veteran owned business that is also a small business, the contract must be awarded to the disabled veteran owned small business. (GC § 14838 (f); 2 CCR 1896.8(f)).

4. Award and Protest:

a) Whenever a Contract is awarded under a procedure which provides for competitive bidding, but the Contract is not being awarded to the lowest bidder, the low bidder must be notified of that fact five (5) working days prior to contract award.

b) Upon written request by any Bidder, notice of the proposed award shall be posted to Cal eProcure (www.caleprocure.ca.gov) by 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 (Email: 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 IFB number, the name of the agency involved and the agency contract person. The detailed written statement should be submitted to both the CDCR/CCHCS Contract Analyst listed on page 1 of this IFB and:

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

Protests may be sent by email, regular mail, courier or personal delivery. Protestants should include their email address if they have one and advise the DGS Bid Protest Coordinator if they will accept service of documents pertaining to the protest via email.

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 on the Internet 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 7920.000 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.

7. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

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

DVBE Program Requirements, as well as resources and information to locate DVBE suppliers, are available here:

https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/DVBE/DVBEProgramRequirements.pdf?la=en&hash=FBCA257A3ED083F3DBB85ECEEB37013CBCF0545C

Bidders need to begin the required DVBE participation process as soon as possible to allow adequate response time for DVBE participants. Additional helpful resources pertaining to the DVBE Program are available here:

https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Commercially-Useful-Function-for-Certified-Firms

DVBE participation of no less than 3 percent is **mandatory** for this IFB. These requirements

apply whether conducting business as a for-profit or nonprofit individual, partnership or corporation. In order to be deemed responsive and eligible for award of the Contract, the Bidder **must** attain the 3% participation.

Bidders must complete and return the Bidder Declaration (GSPD-05-105) and the DVBE Declaration form (STD 843) referenced in this IFB. Failure to complete and submit all required forms with the bid, that fully document and show that the DVBE requirements have been met, will cause the bid to be rejected.

The DVBE participation goals must be based on the total dollar amount of the bid.

Proof of Department of General Services (DGS) DVBE certification for your firm and/or subcontractors must be submitted with your bid.

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.

To apply or re-apply for certification as a small business, follow the instructions at the following location:

https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise

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.

To locate potential small business sub-contractors, visit https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx?psNewWin=true. Ensure "Micro Business (MB)" and "Small Business (SB)" are selected. Search by "Keywords" or "United Nations Standard Products and Services Codes (UNSPSC)" that apply to the elements of work you desire to subcontract to a small business.

Prime contractors wishing to subcontract to a small business may also check for subcontractor advertisements in the California State Contracts Register (CSCR) for this

solicitation prior to the bid due date. The CSCR can be accessed here: https://caleprocure.ca.gov/pages/Events-BS3/event-search.aspx.

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

This solicitation requires a minimum DVBE participation goal of 3%. In accordance with Section 999.5(a) of the Military and Veterans Code, an incentive will be given to Bidders who provide DVBE participation in excess of the 3% goal. 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.

Confirmed DVBE Participation of:	DVBE Incentive
5% Inclusive	3%
4% to 4.99% Inclusive	2%
3.1% to 3.99% 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).)

5. Target Area Contract Preference Act (TACPA):

This solicitation provides for the optional TACPA preference. Bidders are not required to apply for this preference. Denial of the TACPA preference request is not a basis for rejection of the bid/offer.

The TACPA workplace and workforce preferences will be evaluated for this solicitation. California-based companies seeking TACPA preferences will need to complete and submit preference request forms with the bid/offer. The following webpage contains required

preference request forms and an interactive map to determine if a business is located within a TACPA qualified zone: Request-a Target-Area-Contract-Preference

By submitting TACPA forms, a bidder given a TACPA preference agrees to the TACPA contract provisions required by Government Code section 4535 and provided in section 1896.40 of Title 2 of the California Code of Regulations (CCR) in addition to requirements specified on the TACPA form STD 830.

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.

REGION:

- ☐ One (1) scanned copy of the complete IFB response (except for Attachment 2 – Rate Sheet) in **one attachment** entitled **"IFB #SD25-00042"**
- ☐ Attachment 1 - Required Attachments Checklist
- ☐ Attachment 2 - Rate Sheet submitted as a **separate attachment** entitled "**Attachment 2 – Rate Sheet**"
- ☐ Attachment 3 - Bid/Bidder Certification Sheet
- ☐ Attachment 4 - Bidder References
- ☐ Attachment 5 - Bidder Declaration (GSPD 05-105)
- ☐ Attachment 6 - DVBE Declaration (STD 843) *(if applicable)*
- ☐ Attachment 7 - Minimum Qualifications Statement
- ☐ Attachment 8 - Payee Data Record (STD 204) and Payee Data Record Supplement (STD 205) if applicable
- ☐ Attachment 9 - Darfur Contracting Act Certification
- ☐ Attachment 10 - Iran Contracting Act Certification
- ☐ Attachment 11 - California Civil Rights Laws Certification
- ☐ Attachment 12 – Transporters, Transfer and/or Treatment Facilities
- ☐ Attachment 16 – GenAI Reporting and Factsheet (AMS 708)
- ☐ **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)

- ☐ Copy of the following:

  - ☐ City/County Business License
  - ☐ Environmental Protection Agency (EPA) Identification Permit
  - ☐ Contractor/Hauler's Weighmaster License (non-fixed) issued by the State of California, Department of Food and Agriculture Measurement Standard
  - ☐ Medical Waste Transporter(s) License and currently be registered by Department of Toxic Substance Control (DTSC)
  - ☐ Permit of Transfer Station(s) Permit and currently be registered by CDPH
  - ☐ Permit of Transport Station(s) Permit and currently be registered by CDPH
  - ☐ Treatment Facility Permit(s) (for Medical/Sharps and Chemo/Pharmaceutical Waste)
  - ☐ Inspection report or a copy of the California Highway Patrol – Management Information Systems Terminal Evaluation Record) CHP-MISTERS)
  - ☐ State of California, Department of Motor Vehicles (DMV), Motor Carrier Permit with a Gross Vehicle Weight Rating (GVW) of 10,001 pounds (lbs.) or more
  - ☐ Hazardous Materials Endorsement on the Department of Motor Vehicles (DMV) driver's license for all drivers
  - ☐ Contractor/Hauler Hazardous Waste Transporter Registration issues by Department of Toxic Substance Control (DTSC)

☐ Small Business/DVBE Certification *(if applicable)*
☐ STD 830 & GSPD 526 Forms - TACPA *(if applicable)*
http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf
https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd0525.pdf
http://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd0526.pdf

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 13 - Contractor Certification Clauses (CCC-04/2017)
- Attachment 14 - Non Disclosure Agreement (*This form must be signed by all parties involved in the Contract)*
- Attachment 15 - Primary Laws, Rules and Regulations Regarding Conduct and Association with Prison Inmates (CDC 181)

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
PART 1 – RATE SHEET INSTRUCTIONS

1. To submit a bid, Bidder must be able to provide Medical Waste Pickup and Removal Services for at least one region in its entirety.

2. Bidders must indicate which region(s) they are submitting rates for, as well as reflect their total bid calculation, in ***Attachment 2 – Rate Sheet – Part 2***.

3. CDCR/CCHCS intends up to 4 (four) contracts to the lowest responsible, responsive bidder for each region.

4. A rate must be provided on each line item, in clear legible figures, in the space provided. Failure to provide the required applicable bid rates shall be cause for bid rejection.

5. Upon contract award, the rates for the services submitted in ***Attachment 2 – Rate Sheet – Part 3*** remain in effect for the term of the Agreement.

6. All-Inclusive rates shall include all labor, transportation costs, materials, supplies and equipment (including but not limited to containers with lids, “red” bags, etc.), applicable taxes, insurance, bonds, licenses, permit fees and all other costs to perform services described in the “Detailed Scope of Work” of the Sample Contract.

7. The Contractor shall provide CDCR/CCHCS with containers/bins as needed. These containers include medical, chemo, and sharps to include the 1.5 Gallon Medical’s Sharps Waste Containers (or exact fitting equivalent) that fit the maximum-security wall mount locked metal boxes some CDCR/CCHCS Institutions/Facilities have installed. Invoices will be paid by with proof of delivery. The Contractor shall provide Resource Conservation and Recovery Act (RCRA) containers for Central Fill Pharmacy (CFP) only.

8. Emergency Services are described in the ***Sample Contract, Exhibit A-1 - Detailed Scope of Work***.

9. One rate each shall be used for each service. Each shall reflect the rate charged for all types of waste in that category.

10. Hazardous Medical Waste shall be picked up and removed every ninety (90) days from the **Central Fill Pharmacy only.**

ATTACHMENT 2 – RATE SHEET
PART 2 – BIDDER REGION SELECTION AND TOTAL BID CALCULATION

A. BIDDER REGION SELECTION:

Bidders must indicate which region(s) they are submitting rates for by checking at least one of the boxes below. Submit only the rate information applicable to the selected service(s).

I am submitting a Rate Sheet for the following region(s) (***check at least one***):

☐ Region 1 – Northern

☐ Region 2 – Northern Central

☐ Region 3 – Southern Central

☐ Region 4 – Southern

B. TOTAL BID CALCULATION:

By referencing ***Attachment 2 – Rate Sheet, Parts 3A, 3B, 3C, and 3D***, bidders shall complete the chart below to provide their total bid amount, by referencing ***Attachment 2 – Rate Sheet, Total Costs***.

Bidders who are not submitting a bid for a particular region shall populate the below "*Cost*" column with an "X" for the regions they are not submitting a bid for.

Total Bid Cost	
SERVICE	**COST**
Region 1 - Northern	**$_____ (1)**
Region 2 – Northern Central	**$_____ (2)**
Region 3 – Southern Central	**$_____ (3)**
Region 4 – Southern	**$_____(4)**
TOTAL BID (1+2+3+4):	**$_____**

ATTACHMENT 2 – RATE SHEET
PART 3A – BIDDER RATE SUBMISSION (REGION 1)

REGION 1

Remote/Rural Institutions rate is the cost that shall be used for HDSP and PBSP as shown on the "Map of Participating Institutions" in the Sample Contract.

Bio-Hazardous/Sharps Waste		
Scheduled Service:		
Description of Service	**Frequency**	**Cost Per Pound**
Bio-Hazardous/Sharps Waste	Every 7 days	$_____
Pharmaceutical Waste	Every 7 days	$_____
Chemo Waste	Every 7 days	$_____
Emergency Service:		
Description of Service	**As Needed**	**Cost Per Pound**
Bio-Hazardous/Sharps Waste	As Needed	$_____
Pharmaceutical Waste	As Needed	$_____
Chemo Waste	As Needed	$_____

Remote/Rural Institution (HDSP and PBSP)		
Scheduled Service:		
Description of Service	**Frequency**	**Cost Per Pound**
Bio-Hazardous/Sharps Waste	Every 7 days	$_____
Pharmaceutical Waste	Every 7 days	$_____
Chemo Waste	Every 7 days	$_____
Emergency Service:		
Description of Service	**As Needed**	**Cost Per Pound**
Bio-Hazardous/Sharps Waste	As Needed	$_____
Pharmaceutical Waste	As Needed	$_____
Chemo Waste	As Needed	$_____

Hazardous Waste		
Scheduled Service:		
Description of Service	**Frequency**	**Cost Per Pound**
Central Fill Pharmacy	Every 90 days	$_____
Emergency Service:		
Description of Service	**As Needed**	**Cost Per Pound**
Central Fill Pharmacy	As Needed	$_____

The table above will be the rates for the ensuing contract. Award shall be based on the lowest bid amount by region. Total contract amount will be increased by 30% of estimated need to provide for contingencies.

Note: The Estimated Pounds/Week provided on the following page are estimates only; there are no guaranteed pounds per week as the numbers can fluctuate.

ATTACHMENT 2 – RATE SHEET
PART 3A – BIDDER RATE SUBMISSION (REGION 1 – continued)

COST CALCULATIONS FOR REGION 1

Use the rates from the table above to complete the Cost per Pound for each institution below:

Bio-Hazardous/Sharps Waste					
Institution	**Estimated Pounds/Week***	**X**	**Cost per Pound**	**=**	**Total**
CTC	2	X	$_____	=	$_____(a)
Elk Grove – HQ (HQ-EG)	9	X	$_____	=	$_____(b)
FSP	62	X	$_____	=	$_____(c)
MCSP	179	X	$_____	=	$_____(d)
SAC	100	X	$_____	=	$_____(e)
Sacramento – HQ (HQ-SAC)	9	X	$_____	=	$_____(f)
SCC	58	X	$_____	=	$_____(g)
SOL	126	X	$_____	=	$_____(h)
SQ	174	X	$_____	=	$_____(i)
HDSP	79	X	$_____	=	$_____(j)
PBSP	60	X	$_____	=	$_____(k)
			TOTAL COST (a+b+c+d+e+f+g+h+i+j+k):		**$_____(A)**

Pharmaceutical Waste					
Institution	**Estimated Pounds/Week***	**X**	**Cost per Pound**	**=**	**Total**
Central Fill Pharmacy (CFP)	36	X	$_____	=	$_____(l)
FSP	5	X	$_____	=	$_____(m)
MCSP	97	X	$_____	=	$_____(n)
SAC	35	X	$_____	=	$_____(o)
SCC	23	X	$_____	=	$_____(p)
SOL	30	X	$_____	=	$_____(q)
SQ	49	X	$_____	=	$_____(r)
HDSP	53	X	$_____	=	$_____(s)
PBSP	25	X	$_____	=	$_____(t)
			TOTAL COST (l+m+n+o+p+q+r+s+t):		**$_____(B)**

Chemo Waste					
Institution	**Estimated Pounds/Week***	**X**	**Cost per Pound**	**=**	**Total**
FSP	1	X	$_____	=	$_____(u)
MCSP	3	X	$_____	=	$_____(v)
SAC	1	X	$_____	=	$_____(w)
SCC	3	X	$_____	=	$_____(x)
SOL	2	X	$_____	=	$_____(y)
SQ	3	X	$_____	=	$_____(z)
HDSP	1	X	$_____	=	$_____(aa)
PBSP	1	X	$_____	=	$_____(ab)
			TOTAL COST (u+v+w+x+y+z+aa+ab):		**$_____(C)**

REGION 1 -- TOTAL WEEKLY COST OF NON-HAZARDOUS WASTE:	**$_____(D) (A+B+C)**

Hazardous Waste	Estimated Pounds every 90 Days*	X	Cost per Pound	=	Total
Central Fill Pharmacy (CFP)	100	X	$_____	=	**$_____(E)**

ATTACHMENT 2 – RATE SHEET
PART 3A – BIDDER RATE SUBMISSION (REGION 1 – continued)

Estimate Containers Per Year*

Bio-Hazard/Sharps

	Institution:	FSP	HDSP	MCSP	PBSP	SAC	SCC	SOL	SQ	HQ-SAC	HQ-EG	CTC	CFP	Total	x	Cost per Unit	=	Total
Size	1.5 POST	264	18	300	180	192	180	480	480	24	24	24	5	2171	x	$_____	=	$_____(a)
	5 QT	600	3	1000	10	420	240	480	480	24	24	24	10	3315	x	$_____	=	$_____(b)
	5.4 QT	3	2	2	300	2	4	2	3	24	24	24	10	400	x	$_____	=	$_____(c)
	2 Gal	2	2	300	5	3	3	480	300	24	24	24	10	1177	x	$_____	=	$_____(d)
	3 Gal	3	2	120	2	3	3	60	60	2	2	2	11	270	x	$_____	=	$_____(e)
	8 Gal	3	24	24	2	3	4	2	24	2	2	2	8	100	x	$_____	=	$_____(f)
	10 Gal	2	2	2	2	2	2	1	2	2	2	2	9	30	x	$_____	=	$_____(g)
	18 Gal	3	2	2	5	3	1	1	2	2	2	2	5	30	x	$_____	=	$_____(h)

Pharmacy

	Institution:	FSP	HDSP	MCSP	PBSP	SAC	SCC	SOL	SQ	HQ-SAC	HQ-EG	CTC	CFP	Total		Cost per Unit	=	Total
Size	2 Gal	20	24	60	5	6	48	60	60	N/A	N/A	N/A	5	288	x	$_____	=	$_____(i)
	3 Gal	36	24	180	3	60	204	36	60	N/A	N/A	N/A	5	608	x	$_____	=	$_____(j)
	8 Gal	3	24	24	2	24	5	60	24	N/A	N/A	N/A	5	171	x	$_____	=	$_____(k)
	12 Gal	3	2	2	5	2	5	5	2	N/A	N/A	N/A	5	31	x	$_____	=	$_____(l)
	17 Gal Reuseable	2	96	600	96	24	16	108	10	N/A	N/A	N/A	24	976	x	$_____	=	$_____(m)
	18 Gal	3	3	3	1	2	2	2	5	N/A	N/A	N/A	5	26	x	$_____	=	$_____(n)
	20 Gal	3	3	2	1	2	2	2	5	N/A	N/A	N/A	5	25	x	$_____	=	$_____(o)

Chemo

	Institution:	FSP	HDSP	MCSP	PBSP	SAC	SCC	SOL	SQ	HQ-SAC	HQ-EG	CTC	CFP	Total	x	Cost per Unit	=	Total
Size	2 Gal	20	5	60	10	60	10	48	10	N/A	N/A	N/A	N/A	223	x	$_____	=	$_____(p)

Hazardous

	Institution:	FSP	HDSP	MCSP	PBSP	SAC	SCC	SOL	SQ	Sac-HQ	EG	CTC	CFP	Total	x	Cost per Unit	=	Total
Size	8 Gal	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	10	10	x	$_____	=	$_____(q)

Region 1 Container Total (a+b+c+d+e+f+g+h+i+j+k+l+m+n+o+p+q):	**$_____ (F)**
Three (3) Years (Fx3):	**$_____ (G)**

ATTACHMENT 2 – RATE SHEET
PART 3B – BIDDER RATE SUBMISSION (REGION 2)

REGION 2

Bio-Hazardous/Sharps Waste		
Scheduled Service:		
Description of Service	**Frequency**	**Cost Per Pound**
Bio-Hazardous/Sharps Waste	Every 7 days	$_____
Pharmaceutical Waste	Every 7 days	$_____
Chemo Waste	Every 7 days	$_____
Emergency Service:		
Description of Service	**As Needed**	**Cost Per Pound**
Bio-Hazardous/Sharps Waste	As Needed	$_____
Pharmaceutical Waste	As Needed	$_____
Chemo Waste	As Needed	$_____

The table above will be the rates for the ensuing contract. Award shall be based on the lowest bid amount by region. Total contract amount will be increased by 30% of estimated need to provide for contingencies.

Note: The Estimated Pounds/Week provided on the following page are estimates only; there are no guaranteed pounds per week as the numbers can fluctuate.

ATTACHMENT 2 – RATE SHEET
PART 3B – BIDDER RATE SUBMISSION (REGION 2 - continued)

COST CALCULATIONS FOR REGION 2

Use the rates from the table above to complete the Cost per Pound for each institution below:

Bio-Hazardous/Sharps Waste					
Institution	**Estimated Pounds/Week***	**X**	**Cost per Pound**	**=**	**Total**
CCWF	200	X	$_____	=	$_____(a)
CHCF**	151	X	$_____	=	$_____(b)
CIW	56	X	$_____	=	$_____(c)
CMF	184	X	$_____	=	$_____(d)
CTF	206	X	$_____	=	$_____(e)
SVSP	344	X	$_____	=	$_____(f)
VSP	180	X	$_____	=	$_____(g)
Fresno – HQ (HQ-F)	9	X	$_____	=	$_____(h)
TOTAL COST (a+b+c+d+e+f+g+h):					**$_____(H)**

Pharmaceutical Waste					
Institution	**Estimated Pounds/Week***	**X**	**Cost per Pound**	**=**	**Total**
CCWF	100	X	$_____	=	$_____(i)
CHCF	139	X	$_____	=	$_____(j)
CIW	139	X	$_____	=	$_____(k)
CMF	49	X	$_____	=	$_____(l)
CTF	68	X	$_____	=	$_____(m)
SVSP	174	X	$_____	=	$_____(n)
VSP	94	X	$_____	=	$_____(o)
TOTAL COST (i+j+k+l+m+n+o):					**$_____(I)**

Chemo Waste					
Institution	**Estimated Pounds/Week***	**X**	**Cost per Pound**	**=**	**Total**
CCWF	1	X	$_____	=	$_____(p)
CHCF	5	X	$_____	=	$_____(q)
CIW	3	X	$_____	=	$_____(r)
CMF	1	X	$_____	=	$_____(s)
CTF	3	X	$_____	=	$_____(t)
SVSP	3	X	$_____	=	$_____(u)
VSP	3	X	$_____	=	$_____(v)
TOTAL COST (p+q+r+s+t+u+v):					**$_____(J)**

REGION 2 -- TOTAL WEEKLY COST OF WASTE:	**$_____(K)** **(H+I+J)**

*Estimated Pounds 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 Cost per Pound quoted above by the bidder shall be binding for the term on the Contract.

**CHCF does not provide Bio-hazardous, unless their incinerator is not functioning. Contractors will collect sharp waste.

Note: Billing cycle will be monthly.

ATTACHMENT 2 – RATE SHEET
PART 3B – BIDDER RATE SUBMISSION (REGION 2 – continued)
Estimate Containers Per Year*

Bio-Hazard/Sharps

	Institution:	CCWF	CHCF	CIW	CMF	CTF	SVSP	VSP	HQ-F	Total	x	Cost per Unit	=	Total
Size	1.5 POST	144	40	144	100	15	80	15	24	562	x	$_____	=	$_____(a)
	5 QT	960	80	960	1740	60	600	600	24	5024	x	$_____	=	$_____(b)
	5.4 QT	3	5	12	5	60	600	15	24	724	x	$_____	=	$_____(c)
	2 Gal	2	144	6	16	36	5	10	24	243	x	$_____	=	$_____(d)
	3 Gal	3	3	6	12	72	6	560	2	634	x	$_____	=	$_____(e)
	8 Gal	5	3	3	3	8	8	12	2	44	x	$_____	=	$_____(f)
	10 Gal	1	2	3	12	12	5	10	2	47	x	$_____	=	$_____(g)
	18 Gal	1	2	3	1	3	5	30	2	47	x	$_____	=	$_____(h)

Pharmacy

	Institution:	CCWF	CHCF	CIW	CMF	CTF	SVSP	VSP	HQ-F	Total	x	Cost per Unit	=	Total
Size	2 Gal	120	366	5	15	16	25	12	N/A	559	x	$_____	=	$_____(i)
	3 Gal	4	16	5	120	36	60	200	N/A	441	x	$_____	=	$_____(j)
	8 Gal	120	804	336	120	12	12	10	N/A	1414	x	$_____	=	$_____(k)
	12 Gal	2	10	16	5	10	15	10	N/A	68	x	$_____	=	$_____(l)
	17 Gal Reuseable	5	25	12	60	10	10	10	N/A	60	x	$_____	=	$_____(m)
	18 Gal	1	5	1	2	96	3	4	N/A	112	x	$_____	=	$_____(n)
	20 Gal	1	5	1	8	8	4	6	N/A	33	x	$_____	=	$_____(o)

Chemo

	Institution:	CCWF	CHCF	CIW	CMF	CTF	SVSP	VSP	HQ-F	Total	x	Cost per Unit	=	Total
Size	2 Gal	40	40	3	3	20	3	60	N/A	169	x	$_____	=	$_____(p)

Region 2 Container Total (a+b+c+d+e+f+g+h+i+j+k+l+m+n+o+p):	**$_____ (K)**
Three (3) Years (Kx3):	**$_____ (L)**

ATTACHMENT 2 – RATE SHEET
PART 3C – BIDDER RATE SUBMISSION (REGION 3)

REGION 3

Bio-Hazardous/Sharps Waste		
Scheduled Service:		
Description of Service	**Frequency**	**Cost Per Pound**
Bio-Hazardous/Sharps Waste	Every 7 days	$_____
Pharmaceutical Waste	Every 7 days	$_____
Chemo Waste	Every 7 days	$_____
Emergency Service:		
Description of Service	**As Needed**	**Cost Per Pound**
Bio-Hazardous/Sharps Waste	As Needed	$_____
Pharmaceutical Waste	As Needed	$_____
Chemo Waste	As Needed	$_____

The table above will be the rates for the ensuing contract. Award shall be based on the lowest bid amount by region. Total contract amount will be increased by 30% of estimated need to provide for contingencies.

Note: The Estimated Pounds/Week provided on the following page are estimates only; there are no guaranteed pounds per week as the numbers can fluctuate.

ATTACHMENT 2 – RATE SHEET
PART 3C – BIDDER RATE SUBMISSION (REGION 3 - continued)

COST CALCULATIONS FOR REGION 3

Use the rates from the table above to complete the Cost per Pound for each institution below:

Bio-Hazardous/Sharps Waste					
Institution	**Estimated Pounds/Week***	**X**	**Cost per Pound**	**=**	**Total**
ASP	22	X	$_____	=	$_____(a)
Bakersfield – HQ (HQ-B)	9	X	$_____	=	$_____(b)
CMC	54	X	$_____	=	$_____(c)
COR	66	X	$_____	=	$_____(d)
KVSP	43	X	$_____	=	$_____(e)
NKSP	25	X	$_____	=	$_____(f)
PVSP	47	X	$_____	=	$_____(g)
SATF	98	X	$_____	=	$_____(h)
WSP	174	X	$_____	=	$_____(i)
TOTAL COST (a+b+c+d+e+f+g+h+i):					**$_____(M)**

Pharmaceutical Waste					
Institution	**Estimated Pounds/Week***	**X**	**Cost per Pound**	**=**	**Total**
ASP	14	X	$_____	=	$_____(j)
CMC	4	X	$_____	=	$_____(k)
COR	34	X	$_____	=	$_____(l)
KVSP	20	X	$_____	=	$_____(m)
NKSP	39	X	$_____	=	$_____(n)
PVSP	21	X	$_____	=	$_____(o)
SATF	45	X	$_____	=	$_____(p)
WSP	37	X	$_____	=	$_____(q)
TOTAL COST (j+k+l+m+n+o+p+q):					**$_____(N)**

Chemo Waste					
Institution	**Estimated Pounds/Week***	**X**	**Cost per Pound**	**=**	**Total**
ASP	5	X	$_____	=	$_____(r)
CMC	3	X	$_____	=	$_____(s)
COR	1	X	$_____	=	$_____(t)
KVSP	3	X	$_____	=	$_____(u)
NKSP	2	X	$_____	=	$_____(v)
PVSP	3	X	$_____	=	$_____(w)
SATF	1	X	$_____	=	$_____(x)
WSP	5	X	$_____	=	$_____(y)
TOTAL COST (r+s+t+u+v+w+x+y):					**$_____(O)**

REGION 3 -- TOTAL WEEKLY COST OF WASTE:	**$_____(P) (M+N+O)**

*Estimated Pounds 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 Cost per Pound quoted above by the bidder shall be binding for the term on the Contract.

Note: Billing cycle will be monthly.

ATTACHMENT 2 – RATE SHEET

PART 3C – BIDDER RATE SUBMISSION (REGION 3 – continued)

Estimate Containers Per Year*

Bio-Hazardous/Sharps														
	Institution:	**ASP**	**CMC**	**COR**	**KVSP**	**NKSP**	**PVSP**	**SATF**	**WSP**	**HQ-B**	**Total**	**x**	**Cost per Unit**	**=**	**Total**
Size	1.5 POST	20	240	100	60	180	100	2500	20	24	3244	x	$_____	=	$_____(a)
	5 QT	240	720	300	300	300	100	2040	600	24	4624	x	$_____	=	$_____(b)
	5.4 QT	10	15	15	300	30	20	15	15	24	464	x	$_____	=	$_____(c)
	2 Gal	20	20	100	30	40	30	20	20	24	304	x	$_____	=	$_____(d)
	3 Gal	15	15	30	60	20	40	20	560	24	784	x	$_____	=	$_____(e)
	8 Gal	20	15	24	10	24	24	10	10	5	142	x	$_____	=	$_____(f)
	10 Gal	5	5	10	10	5	15	10	5	5	70	x	$_____	=	$_____(g)
	18 Gal	2	5	5	8	10	5	5	30	5	75	x	$_____	=	$_____(h)
Pharmacy															
	Institution:	**ASP**	**CMC**	**COR**	**KVSP**	**NKSP**	**PVSP**	**SATF**	**WSP**	**HQ-B**	**Total**		**Cost per Unit**	**=**	**Total**
Size	2 Gal	120	30	200	200	30	300	20	200	N/A	1100	x	$_____	=	$_____(i)
	3 Gal	10	10	10	10	20	5	5	10	N/A	80	x	$_____	=	$_____(j)
	8 Gal	20	25	200	200	30	200	15	10	N/A	700	x	$_____	=	$_____(k)
	12 Gal	20	10	15	30	10	5	25	10	N/A	125	x	$_____	=	$_____(l)
	17 Gal Reuseable	20	240	20	15	10	10	240	15	N/A	570	x	$_____	=	$_____(m)
	18 Gal	15	20	10	15	25	10	5	5	N/A	105	x	$_____	=	$_____(n)
	20 Gal	5	5	10	100	144	50	25	30	N/A	369	x	$_____	=	$_____(o)
Chemo															
	Institution:	**ASP**	**CMC**	**COR**	**KVSP**	**NKSP**	**PVSP**	**SATF**	**WSP**	**HQ-B**	**Total**	**x**	**Cost per Unit**	**=**	**Total**
Size	2 Gal	36	5	40	5	5	40	5	60	N/A	196	x	$_____	=	$_____(p)

Region 3 Container Total (a+b+c+d+e+f+g+h+i+j+k+l+m+n+o+p):	**$_____ (P)**
Three (3) Years (Px3):	**$_____ (Q)**

ATTACHMENT 2 – RATE SHEET
PART 3D – BIDDER RATE SUBMISSION (REGION 4)

REGION 4

Remote/Rural Institution rate is one all-inclusive rate that shall be used for CAL, CEN, and ISP as shown on the "Map of Participating Institutions" in the Sample Contract.

Bio-Hazardous/Sharps Waste		
Scheduled Service:		
Description of Service	**Frequency**	**Cost Per Pound**
Bio-Hazardous/Sharps Waste	Every 7 days	$_____
Pharmaceutical Waste	Every 7 days	$_____
Chemo Waste	Every 7 days	$_____
Emergency Service:		
Description of Service	**As Needed**	**Cost Per Pound**
Bio-Hazardous/Sharps Waste	As Needed	$_____
Pharmaceutical Waste	As Needed	$_____
Chemo Waste	As Needed	$_____

Remote/Rural Institution (CAL, CEN, and ISP)		
Scheduled Service:		
Description of Service	**Frequency**	**Cost Per Pound**
Bio-Hazardous/Sharps Waste	Every 7 days	$_____
Pharmaceutical Waste	Every 7 days	$_____
Chemo Waste	Every 7 days	$_____
Emergency Service:		
Description of Service	**As Needed**	**Cost Per Pound**
Bio-Hazardous/Sharps Waste	As Needed	$_____
Pharmaceutical Waste	As Needed	$_____
Chemo Waste	As Needed	$_____

The table above will be the bid rates for the ensuing contract. Award shall be based on the lowest bid amount by region. Total contract amount will be increased by 30% of estimated need to provide for contingencies.

Note: The Estimated Pounds/Week provided below are estimates only, there is no guaranteed estimated pounds per week, as the numbers can fluctuate dramatically.

ATTACHMENT 2 – RATE SHEET
PART 3D – BIDDER RATE SUBMISSION (REGION 4 – continued)

COST CALCULATIONS FOR REGION 4

Use the rates from the table above to complete the Cost per Pound for each institution below:

Bio-Hazardous/Sharps Waste					
Institution	**Estimated Pounds/Week***	**X**	**Cost per Pound**	**=**	**Total**
CCI	36	X	$_____	=	$_____(a)
CIM	91	X	$_____	=	$_____(b)
LAC	69	X	$_____	=	$_____(c)
Rancho Cucamonga – HQ (HQ-R)	9	X	$_____	=	$_____(d)
RJD	106	X	$_____	=	$_____(e)
CAL	50	X	$_____	=	$_____(f)
CEN	59	X	$_____	=	$_____(g)
ISP	44	X	$_____	=	$_____(h)
TOTAL COST (a+b+c+d+e+f+g+h):					**$_____(R)**

Pharmaceutical Waste					
Institution	**Estimated Pounds/Week***	**X**	**Cost per Pound**	**=**	**Total**
CCI	19	X	$_____	=	$_____(i)
CIM	52	X	$_____	=	$_____(j)
LAC	71	X	$_____	=	$_____(k)
RJD	26	X	$_____	=	$_____(l)
CAL	19	X	$_____	=	$_____(m)
CEN	16	X	$_____	=	$_____(n)
ISP	19	X	$_____	=	$_____(o)
TOTAL COST (i+j+k+l+m+n+o):					**$_____(S)**

Chemo Waste					
Institution	**Estimated Pounds/Week***	**X**	**Cost per Pound**	**=**	**Total**
CCI	5	X	$_____	=	$_____(p)
CIM	10	X	$_____	=	$_____(q)
LAC	1	X	$_____	=	$_____(r)
RJD	5	X	$_____	=	$_____(s)
CAL	3	X	$_____	=	$_____(t)
CEN	1	X	$_____	=	$_____(u)
ISP	5	X	$_____	=	$_____(v)
TOTAL COST (p+q+r+s+t+u+v):					**$_____(T)**

REGION 4 -- TOTAL WEEKLY COST OF WASTE:	**$_____(U)** **(R+S+T)**

*Estimated Pounds 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 Cost per Pound quoted above by the bidder shall be binding for the term on the Contract.

Note: Billing cycle will be monthly.

ATTACHMENT 2 – RATE SHEET
PART 3D – BIDDER RATE SUBMISSION (REGION 4 – continued)
Estimate Containers Per Year*

Bio-Hazardous/Sharps

	Institution:	CAL	CCI	CEN	CIM	ISP	LAC	RJD	HQ-R	Total	x	Cost per Unit	=	Total
Size	1.5 POST	108	120	120	120	240	20	522	24	1274	x	$_____	=	$_____(a)
	5 QT	228	480	480	360	20	780	925	24	3297	x	$_____	=	$_____(b)
	5.4 QT	12	20	15	15	20	15	15	24	136	x	$_____	=	$_____(c)
	2 Gal	10	120	120	60	384	20	15	24	753	x	$_____	=	$_____(d)
	3 Gal	96	36	36	20	15	120	20	2	686	x	$_____	=	$_____(e)
	8 Gal	5	5	3	5	10	25	10	2	65	x	$_____	=	$_____(f)
	10 Gal	3	180	180	180	15	3	12	2	575	x	$_____	=	$_____(g)
	18 Gal	3	3	3	5	15	3	12	2	46	x	$_____	=	$_____(h)

Pharmacy

	Institution:	CAL	CCI	CEN	CIM	ISP	LAC	RJD	HQ-R	Total		Cost per Unit	=	Total
Size	2 Gal	20	120	120	30	30	20	48	N/A	388	x	$_____	=	$_____(i)
	3 Gal	40	10	20	120	120	10	10	N/A	330	x	$_____	=	$_____(j)
	8 Gal	20	10	10	5	5	15	10	N/A	75	x	$_____	=	$_____(k)
	12 Gal	15	15	10	72	20	72	20	N/A	224	x	$_____	=	$_____(l)
	17 Gal Reuseable	40	60	60	25	76	20	144	N/A	425	x	$_____	=	$_____(m)
	18 Gal	10	5	5	15	10	5	5	N/A	55	x	$_____	=	$_____(n)
	20 Gal	2	1	2	5	3	8	10	N/A	31	x	$_____	=	$_____(o)

Chemo

	Institution:	CAL	CCI	CEN	CIM	ISP	LAC	RJD	HQ-R	Total	x	Cost per Unit	=	Total
Size	2 Gal	36	12	12	60	24	2	2	N/A	148	x	$_____	=	$_____(p)

Region 4 Container Total (a+b+c+d+e+f+g+h+i+j+k+l+m+n+o+p):	**$_____ (V)**
Three (3) Years (Vx3):	**$_____ (W)**

TOTAL COSTS

Regions being bid on should be completed in the table below.

Region	Pickup Cost for Region 1	X	# of Pickups for Three (3) Years	=	Total
1	Bio-hazardous Weekly Pickup $_____(D)	X	156	=	$_____ (a)
	Hazardous Every 90-Day Pickup $_____(E)	X	12	=	$_____ (b)
			Pickup Total Cost for Region 1 (a+b):		$_____
			+		**+**
			Containers Rental Cost 3 Years (G):		$_____
			Total Cost for Region 1 =		**$_____ (1)**

Region	Weekly Cost for Region 2	X	# of Pickups for Three (3) Years	+	Container Rental Cost for Three (3) Years (L)	=	Total Cost for Region 2
2	$_____(K)	X	156	+	$_____	=	**$_____ (2)**

Region	Weekly Cost for Region 3	X	# of Pickups for Three (3) Years	+	Container Rental Cost for Three (3) Years (Q)	=	Total Cost for Region 3
3	$_____(P)	X	156	+	$_____	=	**$_____ (3)**

Region	Weekly Cost for Region 4	X	# of Pickups for Three (3) Years	+	Container Rental Cost for Three (3) Years (W)	=	Total Cost for Region 4
4	$_____(U)	X	156	+	$_____	=	**$_____ (4)**

*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 with all other required documents as an entire package in one attachment. The bid must be transmitted via email in accordance with IFB instructions.

A. Our all-inclusive bid is submitted as detailed in Attachment 2 - Rate Sheet.

B. All required documents 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. ☐ Sole Proprietorship	6. ☐ Partnership	7. ☐ 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 ☐ No ☐ If yes, enter certification number: _____ b. Disabled Veteran Business Enterprise Yes ☐ No ☐ 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 three (3) 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/gs/pd/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
DVBE DECLARATION (STD 843)

The STD 843 can be found at: https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf.

Bidders must complete the DVBE Declaration when a DVBE Contractor or Subcontractor will provide materials, supplies, services or equipment (Military and Veterans Code Section 999.2). Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

ATTACHMENT 7
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 4.

Bidders not meeting the following minimum qualifications will be disqualified:

1. Three (3) years' experience performing Medical Waste Pick up and Removal Services.

2. 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.

3. Three (3) positive references for services performed within the last three (3) 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.

All Bidders and their Sub-Contractors are required to submit evidence of their appropriate current licenses, permits, and certifications.

1. City/County Business License;

2. Environmental Protection Agency (EPA) Identification Permit;

3. Contractor/Hauler's Weighmaster License (non-fixed) issued by State of California, Department of Food and Agriculture Measurement Standard;

4. Medical Waste Transporter(s) License and currently be registered by California Department of Public Health (CDPH);

5. Hazardous Waste Transporter(s) License and currently be registered by Department of Toxic Substance Control (DTSC);

6. Permit of Transfer Station(s) Permit and currently be registered by CDPH;

7. Permit of Transport Station(s) Permit and currently be registered by CDPH;

8. Treatment Facility Permit(s) (for Medical/Sharps and Chemo/Pharmaceutical Waste);

9. Inspection report or a copy of the California Highway Patrol Management Information Systems Terminal Evaluation Record (CHP-MISTERS);

10. State of California, Department of Motor Vehicles (DMV), Motor Carrier Permit with a Gross Vehicle Weight Rating (GVWF) of 10,001 pounds (lbs.) or more, through the term of this Agreement;

11. Contractor/Hauler Hazardous Waste Transporter Registration issued by DTSC.

NOTE: In the event any of the above documents expire or change at any time during the term of the contract, the Contractor shall provide the CDCR/CCHCS a copy of the renewed documents within thirty (30) calendar days following the expiration date. In the event the Contractor fails to keep in effect at all times all required documents, CDCR/CCHCS shall terminate the Contract.

ATTACHMENT 8
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.

Please note: If remittance address will be different than the mailing address on the STD 204, a STD 205 Payee Data Record Supplement must be completed and submitted with the STD 204. The STD 205 can be found at: http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf.

ATTACHMENT 9
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.

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

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.

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

ATTACHMENT 10
IRAN CONTRACTING ACT

Prior to bidding on, submitting a bid or executing a contract or renewal for a State of California contract for goods or services of $1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in*

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a bid for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in*

ATTACHMENT 11
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION (AMS 701)

Pursuant to Public Contract Code Section 2010, if a bidder or proposer executes or renews a contract over $100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over $100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over $100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

<table>
<tr><td colspan="2">I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)</td><td>Federal ID Number</td></tr>
<tr><td colspan="3">By (Authorized Signature)</td></tr>
<tr><td colspan="3">Printed Name and Title of Person Signing</td></tr>
<tr><td>Date Executed</td><td colspan="2">Executed in the County and State of</td></tr>
</table>

ATTACHMENT 12
TRANSPORTERS, TRANSFER AND/OR TREATMENT FACILITIES

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.

List transports, transfer and/or treatment facilities currently in use by your company. Include sufficient information that will allow CDCR/CCHCS to verify compliance from the initial pickup through destruction of waste as described within the scope of work. All transporters, transfer station and/or treatment facility or facilities that will be used from the initial pickup until final destruction must be identified below. It is the Contractor's responsibility to keep CDCR/CCHCS updated of any changes to the list of the transports, transfer and/or treatment facilities throughout the term of the ensuing Contract.

TRANSPORTER 1 for Medical Waste and Sharps			
Name of Firm:			
Street Address:	City:	State:	Zip Code:
Contact Person:	Phone:		
Email Address:			

TRANSPORTER 2 for Pharmaceutical and Chemo Waste			
Name of Firm:			
Street Address:	City:	State:	Zip Code:
Contact Person:	Phone:		
Email Address:			

TRANSFER FACILITY 1 for Medical Waste and Sharps			
Name of Firm:			
Street Address:	City:	State:	Zip Code:
Contact Person:	Phone:		
Email Address:			

TRANSFER FACILITY 2 for Pharmaceutical and Chemo Waste			
Name of Firm:			
Street Address:	City:	State:	Zip Code:
Contact Person:	Phone:		
Email Address:			

TREATMENT FACILITY 1 for Medical Waste and Sharps			
Name of Firm:			
Street Address:	City:	State:	Zip Code:
Contact Person:	Phone:		
Email Address:			

TREATMENT FACILITY 2 for Pharmaceutical and Chemo Waste			
Name of Firm:			
Street Address:	City:	State:	Zip Code:
Contact Person:	Phone:		
Email Address:			

ATTACHMENT 13
CONTRACTOR CERTIFICATION CLAUSES (Rev 4/2017)

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.

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

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 14
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 15
PRIMARY LAWS, RULES, AND REGULATIONS REGARDING CONDUCT AND ASSOCIATION WITH STATE PRISON INMATES (Rev 10/2014)

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 ACKNOLEDGE 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 NAME AND TITLE (Print)	SIGNATURE	DATE SIGNED

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

ATTACHMENT 16
GenAI Reporting and Factsheet (AMS 708)

Bidders must complete and return the enclosed AMS 708 – GenAI Reporting and Factsheet.

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Bidder / Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

Upon notification by a Bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.

Government Code 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

Note: GenAI is only applicable to solutions or services that include, or make available, any GenAI technology, including GenAI from third parties or subcontractors**.**

Generative Artificial Intelligence (GenAI) Disclosure & Factsheet

Bidder/Proposer/Offeror Information

Solicitation Number	**Bidder ID/Vendor ID (optional)**		
Business Name	**Business Telephone Number**		
Business Address	**City**	**State**	**Zip Code**

GenAI Disclosure & Factsheet

Will you be using or offering GenAI technology, model, or service (collectively, "system")? ☐ Yes ☐ No (If No, skip to Signature section of this form.)

If yes, provide details regarding the GenAI system"). See *GenAI Disclosure & Factsheet Definitions* at the end of this form for more information.

Failure to disclose GenAI to the State and submit the detailed description may result in disqualification and may void any resulting contract.

1. **GenAI Model Name, Version (including number of parameters)**	
2. Model Owner	
3. Overview	
4. Purpose	
5. Intended Domain	
6. Model Training Data	
7. Model Information	

GENAI DISCLOSURE & FACTSHEET

8. Input and Outputs	
9. Performance Metrics	
10. Optimal Conditions	
11. Poor Conditions	
12. Bias	
13. Test Data	
14. Risk Categorization for Vendor Solutions (High, Medium, Low)	
15. Ownership of AI system-generated data and/or content (Vendor or Agency)	

Explain below how you are ensuring the GenAI system is not adversely affecting “decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.” (AB 302, Department of Technology: High-Risk automated decision systems: inventory).

Signature

By signing this document, I certify that I have identified and disclosed, if any, all GenAI components in the proposed solution or service.

Signature **Date**

GenAI Disclosure & Factsheet Definitions

Please use the following definitions to complete the GenAI Disclosure and Factsheet:

1. **Model Name, Version & Number of Parameters:**
   - Definition: The unique identifier or name assigned to the specific GenAI model or service.
   - Purpose: Allows users to refer to and distinguish between different GenAI models.
2. **Model Owner**
   - Definition**:** The name of the organization or entity responsible for creating or deploying the GenAI model or service.
   - Importance: Helps identify the source and accountability for the GenAI system.
3. **Overview**:
   - Definition: A concise summary of the GenAI model's purpose, functionality, and key characteristics.
   - Role: Provides a high-level understanding for users and stakeholders.
4. **Purpose**:
   - Definition: The intended use or goal of the GenAI model (e.g., image recognition, natural language processing, text summarization).
   - Significance: Helps users assess whether the GenAI model aligns with their needs.
5. **Intended Domain**:
   - Definition: The context, subject matter or domain for which the GenAI model is designed to operate effectively.
   - Importance: Helps users determine if the GenAI model is suitable for their specific use case.
6. **Training Data**:
   - Definition: Information used to train the GenAI model (e.g., labeled images, text corpora).
   - Role: Influences the GenAI model's behavior and performance.
7. **Model Information**:
   - Definition: Details about the architecture, parameters, and configuration of the GenAI model.
   - Relevance: Provides insights into how the GenAI model functions.
8. **Inputs and Outputs**:
   - Definition:
     - Inputs: The data or features provided to the model for prediction (e.g., images, text).
     - Outputs: The GenAI model's predictions or results (e.g., class labels, probabilities).
   - Understanding: Crucial for integrating the GenAI model into applications.
9. **Performance Metrics**:
   - Definition: Quantitative measures (e.g., accuracy, F1-score) used to evaluate the GenAI model's performance.
   - Assessment: Determines how well the GenAI model meets its intended purpose.
   - Continuous Monitoring Plan: Establishes a plan for continuous monitoring and evaluation of the GenAI model's performance.

10. Optimal Conditions:
- Definition: The ideal environment or context for the GenAI model to perform optimally.
- Contextual Guidance: Helps users achieve the best results.

11. Poor Conditions:
- Definition: Scenarios or conditions where the GenAI model's performance may degrade.
- Risk Awareness: Alerts users to potential limitations.

12. Bias:
- Definition: Any systematic error or unfairness in the GenAI model's predictions due to biased training data or design.
- Mitigation: Addressing bias is crucial for ethical and unbiased GenAI.

13. Test Data:
- Definition: Independent data used to evaluate the GenAI model's performance after training.
- Validation: Ensures the GenAI model generalizes well to unseen examples.