

California Department of Corrections and Rehabilitation (CDCR)/
 California Correctional Health Care Services (CCHCS)
 Request for Proposal for On-site Dialysis Services

**Attachment 1
 Proposal Cover Page**

Name of Bidding Firm (Legal name as it will appear on the contract)		
Mailing Address (Street address, P.O. Box, City, State, Zip Code)		
Person authorized to act as the primary contact for matters regarding this proposal:		
Printed Name (First, Last):		Title:
Telephone number:	Fax number:	Email address, if applicable
()	()	
Person authorized to obligate this firm in matters regarding the resulting contract, including the firm's commitment to fulfill all of the requirements in the CCHCS RFP#13-00024 and Scope of Work (Exhibit A):		
Printed Name (First, Last):		Title:
Telephone number:	Fax number:	Email address, if applicable
()	()	
Signature of Proposer or Authorized Representative certifying that all information contained in the Proposal, including attachments, are true and correct.		
Printed Name (First, Last):		Title:
Signature of Proposer or Authorized Representative		Date:
(CORPORATIONS) Name/Title of person authorized by the Board of Directors to sign all proposal documents on behalf of the Board:		
Printed Name (First, Last):		Title:
Signature of Proposer or Authorized Representative		Date:

CERTIFICATES OF INSURANCE

DATE (MM/DD/YY)

/ /

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHT UPON THE CERTIFICATE HOLDER. THIS COVERAGE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICES BELOW.
	COMPANIES AFFORDING COVERAGE
	COMPANY A
INSURED	COMPANY B
	COMPANY C
	COMPANY D

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <table border="1" style="width: 100%; border-collapse: collapse; margin-left: 20px;"> <tr> <td style="width: 50%;"><input type="checkbox"/> CLAIMS MADE</td> <td><input type="checkbox"/> OCCUR</td> </tr> </table> <input type="checkbox"/> OWNER AND CONTRACTOR'S PROT	<input type="checkbox"/> CLAIMS MADE	<input type="checkbox"/> OCCUR				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP \$ PERSONAL & ADVI \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ COMBINED SINGLE MIT \$
<input type="checkbox"/> CLAIMS MADE	<input type="checkbox"/> OCCUR					
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				ADDITIONAL INJURY (Per person) \$ ADDITIONAL INJURY (Per accident) \$ PROPERTY DAMAGE \$		
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTOMOBILE ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$		
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/ EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				STATUTORY LIMITS \$ EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$		
OTHER						

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

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

CERTIFICATE HOLDER ATTENTION: Sabrina Johnson BID NO. 13-00024 STATE OF CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR) CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES (CCHCS) P.O. Box 588500 Elk Grove, CA 95758	CANCELLATION SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE I hereby certify under penalty of perjury that the foregoing is true and correct.

VOLUNTARY STATISTICAL DATA SHEET
Information to be used for reporting purposes only

Public Contract Code Section 10111 requires state agencies to capture ethnicity, race and gender (ERG) information of business owners on all awarded contracts and procurements to the extent that the information has been voluntarily reported to the department. The awarding department is prohibited from using this data to discriminate or provide a preference in the solicitation or acceptance of bids, quotes or estimates for goods, services, construction and/or information technology. This information shall not be collected until after the contract award is made. **COMPLETION OF THIS FORM IS STRICTLY VOLUNTARY.**

The data you provide on this form should best describe the ownership of your business. Ownership of a business should be determined as follows:

- For a business that is a sole proprietorship, partnership, corporation, or joint venture at least 51 percent is owned by one or more individuals in a classification designated below or, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more individuals in a designated classification, or
- For other business entities, the owner is the person controlling management and daily operations and who "owns" the business.

For purposes of this report, respond only if the business has its home office in the United States and which is not a branch or subsidiary of a foreign corporation, firm, or other business.

ETHNICITY/MINORITY CLASSIFICATION - *As defined in Public Contract Code Section 2051 (c)*

- Asian-Indian** – a person whose origins are from India, Pakistan, or Bangladesh.
- Black** – a person having origins in any of the Black racial groups of Africa.
- Hispanic** – a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin regardless of race.
- Native American** – an American Indian, Eskimo, Aleut, or Native Hawaiian.
- Pacific Asian** – a person whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, or the United States Trust Territories of the Pacific including the Northern Marianas.
- Other** – Any other group of natural persons identified as minorities in the respective project specifications of an awarding department or participating local agency.

RACE CLASSIFICATION - *As defined in Office of Management and Budget, Federal Register Notice, October 30, 1997, at <http://www.whitehouse.gov/omb/fedreg/1997standards.html>.*

- | | | |
|---|---------------------------------------|---|
| <input type="checkbox"/> American Indian or Alaska Native | <input type="checkbox"/> Asian | <input type="checkbox"/> Black or African American |
| <input type="checkbox"/> Native Hawaiian or Other Pacific Islander | <input type="checkbox"/> Other | <input type="checkbox"/> White |

GENDER CLASSIFICATION

- Male** **Female**

Mail to: **Department of Corrections & Rehabilitation**
Small Business/DVBE Advocate
P.O. Box 942883
Sacramento, CA 94883

Fax to: **(916) 322-1098**

ITEMS BELOW TO BE COMPLETED BY STATE AGENCY/DEPARTMENT ONLY

- Services* *Goods* *Construction*

Total Contract Purchase: _____

Contract Award Date: _____

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>								
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>								
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>								
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov						
For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov						
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>								
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>								



CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES

ATTACHMENT 6

BIDDER'S REFERENCE SHEET

BIDDER'S NAME: _____

It is the Bidder's responsibility to provide the attached customer reference form to three (3) potential references. Bidder shall furnish the names of the three (3) references for which the Bidder has provided On-Site Dialysis services for either government or other public entity clients. The Reference forms must be sent by either mail or email by Proposer to the Bid Manager listed below, on or before the Proposal opening date/time. *It is the Bidder's responsibility to ensure all references respond to the questionnaire. Bidder will not be awarded reference points if all three questionnaires are not submitted to CCHCS Medical Contracts by December 17, 2013 (by 2:00 p.m. PDT.*

Reference #1

Agency/Company Name:	
Address:	
Contact Person:	
Telephone:	
Fax Number:	

Reference #2

Agency/Company Name:	
Address:	
Contact Person:	
Telephone:	
Fax Number:	

Reference #3

Agency/Company Name:	
Address:	
Contact Person:	
Telephone:	
Fax Number:	

MAIL DELIVERY: CA CORRECTIONAL HEALTH CARE SERVICES
P.O. BOX 588500
ELK GROVE, CA 95758
ATTN: SABRINA JOHNSON, MEDICAL CONTRACTS

EMAIL: Sabrina.Johnson2@cdcr.ca.gov

DARFUR CONTRACTING ACT

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

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

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

OR

2. _____
Initials 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 (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

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

CERTIFICATION For # 3.

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

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

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

IRAN CONTRACTING ACT

Bid/Agreement Number: 13-00024

Per Public Contract Code §§ 2200- 2208, prior to bidding on, submitting a proposal 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 § 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 § 2203(c) or (d).

To comply with this requirement, please insert your company/vendor 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 § 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.

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

OPTION #2 - EXCEPTIONS

Pursuant to Public Contract Code § 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 proposal for, or enter into or renew, 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.

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

AGREEMENT NUMBER XX-XXXXX
REGISTRATION NUMBER

Bid Number: BD13-00024

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

STATE AGENCY'S NAME

California Department of Corrections and Rehabilitation (CDCR)

CONTRACTOR'S NAME

TBB

2 The term of this Agreement is: **January 1, 2013** through **March 31, 2016**

3. The maximum of this Agreement is: **\$0.00**
Zero Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement. Contractor agrees to provide **On-Site Dialysis Services** for the California Department of Corrections and Rehabilitation (CDCR). This Agreement is not exclusive and CDCR reserves the right to contract with other Providers for the same service.

Exhibit A - Scope of Work	8 Page(s)
Exhibit A - 1 - Service Specifications	2 Page(s)
Exhibit A - 2 - Provider's Responsibilities	2 Page(s)
Exhibit B** - Budget Detail and Payment Provisions	BDPP-06/01/13 BD
Exhibit B - 1 - Rate Sheet	1 Page(s)
Exhibit C* - General Terms and Conditions	GTC-610
Exhibit D** - Special Terms and Conditions & Additional Provisions	STC&AP 11/12/12
Exhibit F** - Definitions	DEF-04/10/13
Exhibit G** - Business Associates Agreement (HIPAA)	HIPAA-09/05/13
Exhibit H - List of Participating CDCR Adult Institutions and Facilities	LPI-06/12/13
Exhibit J** - Map of CDCR Adult Institutions and Division of Juvenile Justice Facilities	CSIM-11/12/12

Items shown with an Asterisk (*) or Asterisks (**), are hereby incorporated by reference and made part of this Agreement as if attached hereto.

*Exhibit C document can be viewed at: <http://www.dqs.ca.gov/ols/Home.aspx>

**CDCR Exhibits B, D, F, G and J documents can be viewed at: http://www.cdcr.ca.gov/Divisions_Boards/Plata/Standard_Language.html

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) TBB		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS AND TELEPHONE NUMBER 000 Street City, State 00000		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Corrections and Rehabilitation (CDCR)		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Fran Archuleta, Deputy Director, Business Services		
ADDRESS P.O. Box 588500 Elk Grove, CA 95758		

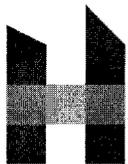
SUBCONTRACTOR/CONSULTANT LIST

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

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

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

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



CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES

MEDICAL CONTRACTS

8260 Longleaf Drive, Building D, Elk Grove, CA 95758 □ P.O. Box 588500, Elk Grove, CA 95758
(916) 691-4144

Attachment 11

CUSTOMER REFERENCE QUESTIONNAIRE

BIDDER'S NAME: _____

CUSTOMER REFERENCE:		Please complete and return questionnaire to:	
Employer:		Attention:	Sabrina Johnson, HPS-II
Contact Person:		Address:	P.O. Box 588500, Elk Grove, CA 95758
Title:		Phone Number:	(916) 691-4144
Phone Number:		Email:	Sabrina.Johnson2@cdcr.ca.gov

The State of California is conducting a bid for **On-Site Dialysis Services** for the California Department of Corrections and Rehabilitation. Customer references will be used to evaluate the bidder's past performance. In order for a bidder to receive consideration, **Medical Contracts must receive the completed reference form(s) by bid December 17, 2013 (by 2:00 p.m. PST)**. Your cooperation is greatly appreciated.

- Please list the services that the Bidder has provided to your company. _____

- Were there any issues or concerns that needed to be addressed regarding the Bidder's performance? Yes No
If yes, what were they and how were they resolved? _____

- How long has the Bidder performed services for your company? _____
- Approximately how many people are employed by your company? _____
- Please rate the bidder's ability to respond to requests for Dialysis Services (equipment, personnel, etc.) in a timely manner.

Excellent

More than Adequate

Adequate

Barely Adequate

Inadequate

6. Please rate the bidder's accessibility, responsiveness and overall quality of customer service and support.

Excellent More than Adequate Adequate Barely Adequate Inadequate

7. Please rate the bidder's overall accuracy, timeliness and reliability of patient treatment and lab reports.

Excellent More than Adequate Adequate Barely Adequate Inadequate

8. Please rate the bidder's overall accuracy, completeness and timeliness of invoicing.

Excellent More than Adequate Adequate Barely Adequate Inadequate

9. Please rate the bidder's quality of training provided to your staff (including written instructions).

Excellent More than Adequate Adequate Barely Adequate Inadequate

Reference Signature _____

Date: _____

PLEASE RETURN QUESTIONNAIRE NO LATER THAN DECEMBER 17, 2013 (BY 2:00 P.M. PST) TO:

HAND DELIVERY: SABRINA JOHNSON
BIDS REPRESENTATIVE
CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES –
MEDICAL CONTRACTS
8260 LONGLEAF DRIVE, BUILDING D
ELK GROVE, CA 95758

EMAIL: Sabrina.Johnson2@cdcr.ca.gov

MAIL DELIVERY: CA CORRECTIONAL HEALTH CARE SERVICES
P.O. BOX 588500, ELK GROVE, CA 95758
ATTN: SABRINA JOHNSON, MEDICAL CONTRACTS

Conflict of Interest Compliance Certificate

- A. California Correctional Health Care Services (CCHCS) intends to avoid conflicts of interest or the appearance of conflicts of interest on the part of the Contractor, subcontractors or employees, officers and directors of the Contractor or subcontractors. Thus, CCHCS reserves the right to determine, in its sole discretion, whether any information received from any source indicates the existence of a conflict of interest.
- B. Conflicts of interest include, but are not limited to:
- a. An instance where the proposer/Contractor or any of its subcontractors, or any employee, officer, or director of the proposer/Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing service under the contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the contract.
 - b. Where pursuant to the Political Reform Act (Government Code Section 87100-87500), a CCHCS official has economic interest in the Contractor and the official makes, participates in the making of, or uses his or her official position to influence the making of a decision involving Contractor, where it is reasonably foreseeable that the decision could materially affect the official's economic interest.
 - c. Where pursuant to Government Code Section 1090 et seq., a CCHCS official participates in the making of a contract with Contractor and the official is financially interested in the contract.
- C. CCHCS' determination of a suspected or potential conflict of interest will be based on all of the proposer's business affiliations and contractual relationships.
- D. If CCHCS is aware of a known or suspected conflict of interest, the proposer or Contractor will be given the opportunity to submit additional information or to resolve the conflict. A proposer or Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CCHCS to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CCHCS and cannot be resolved to the satisfaction of CCHCS, before or after the award of the contract, the conflict will be grounds for the proposal to be deemed nonresponsive and/or termination of the contract.
- E. The proposer shall place this Certificate in the Appendix Section of its narrative proposal response to this RFP. This Certificate shall contain the original signature of an official or employee of the proposer who is authorized to bind the proposer.

- F. This Certificate will be incorporated into the contract, if any, awarded from this RFP. It is understood that this requirement shall be in effect for the entire term of the contract. The Contractor shall obtain a completed Certificate from any proposed subcontractor and submit it to CCHCS prior to approval of the subcontractor by CCHCS.
- G. The Contractor and each subcontractor shall notify CCHCS, Medical Contracts, at P.O. box 4038, Suite 3701, Sacramento, CA 95812-4038 within ten (10) working days of any change to the information provided on this Certificate.
- H. If the proposer has a suspected or potential conflict of interest, the proposer shall attach to this form a description of the relationship, a plan for ensuring that such a relationship will not adversely affect CCHCS, and procedures to guard against the existence of an actual Conflict of Interest.

The undersigned hereby affirms that: (check one)

- The statements above have been read and that no conflict of interest exists.
- A suspected or potential conflict of interest does exist, and additional information (as described in Paragraph H above) is attached along with a plan to address the possible conflict of interest.

Signed: _____

Title: _____

Date: _____

Type of Print Name of Authorized
Representative: _____

Commercially Useful Function (CUF) Certification Form

Complete the entire form with an original signature.

1. CONTRACTOR NAME	
"DOING BUSINESS AS" (DBA) NAME	OSDS REF # (CURRENTLY CERTIFIED FIRMS ONLY)

2. COMMERCIALLY USEFUL FUNCTIONS (CUF)

All certified Small Business, Microbusiness, and/or DVBE contractors, subcontractors or suppliers must meet the commercially useful function requirements under Government Code, Section 14837(d)(4) (for SB) and Military and Veterans Code, Section 999(b)(5)(B) (for DVBE).

Answer the following questions as they apply to the Contractor when fulfilling a contract or purchase order.

1	Is the Contractor responsible for the execution of a distinct element of the work of the contract?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2	Will the Contractor carry out its obligation on a contract by actually performing, managing, or supervising the work involved?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3	Will the Contractor perform work on a contract that is normal for its business, service and functions?	Yes <input type="checkbox"/> No <input type="checkbox"/>
4	Does the Contractor perform the work themselves, rather than further subcontracting a portion of the work that is greater than would be expected by normal industry practices?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5	Does the Contractor add value by performing the work themselves, rather than being a subcontractor or supplier whose 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 SB and /or DVBE participation?	Yes <input type="checkbox"/> No <input type="checkbox"/>

AUTHORIZING SIGNATURE (REQUIRED)

The signatory of this document must be the certified Business owner (or officer in the case of a corporation) and as such, hereby certifies under penalty of perjury under the laws of the State of California that all information provided herein is truthful and accurate.

OWNER'S/OFFICER/S SIGNATURE	DATE
-----------------------------	------

BIDDER CERTIFICATION

This form must be submitted with your Bid. Failure to do so may be cause for your Bid to be disqualified.

SMALL/MICRO BUSINESS CERTIFICATION

If you are a certified Small/Micro Business Enterprise and fail to complete this section, your business may be classified as a large business, which will preclude your bid from receiving the five percent (5%) Small/Micro Business Preference.

BUSINESS STATUS:

- I am a Small Business Enterprise. My DGS SB Certification number is: _____.
- I am a Micro Business Enterprise. My DGS MB Certification number is: _____.
- I am a large business seeking the Non-Small Business Subcontractor Preference.
- I am a large business.

By virtue of submitting this form, the undersigned is certifying under penalty of perjury that they are the duly authorized representative accepting the terms and conditions expressed in the Invitation for Bid (IFB).

COMPANY NAME:	
STREET ADDRESS:	P.O. BOX:
CITY, STATE AND ZIP CODE:	CITY, STATE AND ZIP CODE:
TELEPHONE NUMBER: ()	FAX NUMBER: ()
FEDERAL ID or SOCIAL SECURITY NUMBER:	E-MAIL ADDRESS: (Address to be used on the matrix)
TAX STATUS: [] Individual/Sole Proprietor [] Estate or Trust [] Partnership [] Corporation (State in which incorporated _____) [] Other: _____	
PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE:	
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	DATE:



NON-COLLUSION DECLARATION

The undersigned declares:

1. I am the _____ of _____
Title Name of Bidder
(Bidder), the party making the foregoing bid.

2. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

3. No owner, partner, member, director, officer, chief financial officer, manager, or employee of Bidder shall be an owner, partner, member, director, officer, chief financial officer, manager, or employee of any other bidder to this IFB.

4. If the Bidder is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, I hereby represent that I have full power to execute, and do execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, at _____, California.
Date City

Signature

DECLARATION OF CAPACITY TO PROVIDE SERVICES

The undersigned declares:

I _____ of _____ (Bidder),
(Name) *(Name of Bidder)*

hereby certify that Bidder has the capacity to provide services for those California Department of Corrections and Rehabilitation (CDCR) institutions the bid relates to and can meet all of the service level requirements set forth in Exhibit A, Scope of Work, of the resulting contract, throughout the contract period. I understand that failure to meet any contract requirement can result in termination of the contract for cause and that this failure alone may be grounds for a finding by the State of Bidder non-responsibility when considering a bid or proposal submitted by the Bidder in response to a future contract solicitation.

I am authorized to bind Bidder to the representations set forth in this Declaration.

Signature of Bidder

Date