

October 7, 2021

INVITATION FOR BID (IFB)
IFB NO. S02132130
AUTOMATION EQUIPMENT MAINTENANCE & REPAIR SERVICES

Notice to Prospective Contractors

The California Prison Industry Authority (CALPIA) invites you to review and respond to this Invitation for Bid (IFB), entitled **Automation Equipment Maintenance & Repair Services, IFB NO. S02132130**. In submitting your bid, you must comply with the instructions found herein and the Bidders Instructions REV-1219 located on the CALPIA website (www.calpia.ca.gov), select *About* tab and then *Doing Business with CALPIA*).

In the opinion of CALPIA, this IFB is complete and without need of explanation. However, should you have questions, or need clarifying information, please contact the Contract Analyst indicated below.

Due Date/Time: October 21, 2021 by 3:00 PM	
CALPIA Contact	SUBMIT BID TO:
Samantha Patrick, Contract Analyst Phone: (916) 358-2090 Email: Samantha.Patrick@calpia.ca.gov	California Prison Industry Authority Attention: Samantha Patrick, Contract Analyst 560 East Natoma Street Folsom, CA 95630

Please note that no *verbal* information given will be binding upon the CALPIA unless such information is issued in writing as an official addendum to this IFB.

Term: The CALPIA anticipates that the proposed contract term will be for a period of two (2) years with the option to extend for an additional one (1) year.

The contract award will be made on the basis of **BEST VALUE** as determined by CALPIA alone, under statutory authority (Penal Code 2808) considering the following criteria:

1. **Cost:** Fair, reasonable, and competitive price, expressed warranties, life cycle of product, and customer service commitments for goods and or services.
2. **Performance:** Past performance, quality and/or reliability for the product or service; certification by the International Standard Organization (ISO). Should a bidder be excluded based upon performance history, there must be documentation which supports that conclusion.
3. **Experience:** Length of time and/or number of instances the bidder has offered or produced the requested type of product and/or service.

CALPIA may consider other factors deemed necessary to ensure that best value is achieved. Any such factors must be reduced to written form and maintained in the contract file for the duration of the resulting contract.

In the interest of achieving best value, CALPIA does not grant Small Business, Disabled Veteran Business Enterprise (DVBE), Target Area Contract Preference Act (TACPA), Local Agency Military Base Recovery Act (LAMBRA), or Enterprise Zone Act (EZA) preferences in evaluating bids. Employment of ex-offenders by the bidder is encouraged by CALPIA as part of our ongoing mission to change lives through opportunities.

Any agreement resulting from this solicitation shall be of no force or effect until it is signed by both parties and approved by CALPIA. The Contractor is not to begin work until a contract has been made, all approvals have been obtained, and the contract has been fully executed. Should work begin before all approvals are obtained, services shall be considered voluntary.

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Bid Submittal Documents:

Attachment 1: Bid Document Submittal Check List	1 page
Attachment 3: Cost Sheet	2 pages
Attachment 4A: Payee Data Record (STD 204)	2 pages
Attachment 4B: Payee Data Record Supplement (STD 205)	2 pages
Attachment 5: Darfur Certification	1 page
Attachment 6: Experience/Past Performance (References)	1 page
Attachment 7: Contractor Certification Clauses (CCC's)	4 pages
Attachment 8: PREA Volunteer/Contractor Information Sheet	2 pages

Bidder Instructions and Contract Provisions:

Bidders Instructions REV-1219*	10 pages
General Provisions REV-820*	21 pages
Security Provisions REV-912*	5 pages

NOTE: Items shown with an Asterisk (*), are hereby incorporated by reference and are located on our website at the following link <http://www.calpia.ca.gov> then select About tab, then select Doing Business with CALPIA.

A. Purpose and Description of Service

The California Prison Industry Authority (CALPIA) requires automation equipment maintenance and repair services for the juice processing equipment utilized by the Food & Beverage Packaging Enterprise located at the California Institution for Men (CIM) in Chino, California.

The service includes, but is not limited to, maintaining Programmable Logic Controllers (PLC), High Temperature Short Time (HTST), and Clean In Place (CIP) automation controls/panels in operable condition to effectively operate the Food & Beverage Packaging Enterprise.

Refer to the Sample STD 213, Scope of Work and Payment Provisions attached to this IFB as Attachment 2.

CALPIA reserves the right, before the conclusion of the contract term to extend the contract for an additional one-year period. A written and approved amendment will be required to extend the contract prior to contract expiration.

B. Bid Information

1. Time Schedule

It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times. All times are Pacific Standard Time (PST)/Pacific Daylight Time (PDT).

EVENT	DATE	TIME (Pacific STD /Daylight Time)
IFB available to prospective bidders	October 7, 2021	
Final Date for Bid Submission/Bid Opening	10/21/2021	By 3:00 PM
Successful Bidder Letter and Posting of Intent to Award	10/22/2021*	5:00 PM
Last Day to Appeal Intent to Award	10/29/2021*	5:00 PM
Proposed Start Date of Agreement	November 1, 2021*	

*estimated timeframe

2. Bid Submittal

Bids must be received via U.S. Mail, common carrier, or hand delivered, no other method of response will be accepted. Bids not submitted under sealed cover may be rejected. Submit one (1) copy of the bid to the address and Contract Analyst on page 1 of this document. The interior sealed envelope must be plainly marked with the IFB number and title, must show your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

Company Name
Company Address

IFB Number: S02132130
IFB Name: Automation Equipment Maintenance & Repair Services
Attention: Samantha Patrick
BID SUBMITTAL – DO NOT OPEN

C. Bidder's Submittal Requirements

Experience: Contractor must provide proof of 5 years of experience with services similar in nature to the services identified in the attached Scope of Work. Experience will be determined by documentation submitted by the Contractor and further information provided by the references submitted under the Past Performance requirement below. Experience is defined as the kind and amount of work a Contractor has done relevant to the work contemplated by this procurement.

Past Performance: Contractor will be evaluated on prior performance through Contractor's references (Attachment 6), on three (3) projects similar in nature within the last three (3) years. Past performance is defined as the Contractor's record of conforming to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and the Contractor's business-like concern for the interest of the customer.

Licenses/Permits: The Contractor shall provide copies of all required license(s) and permit(s) as required by the city, county, or both as determined by bidder's place of business. Contractor must be CA licensed, bonded, and provide proof of insurance.

D. Bid Evaluation

Award of a contract resulting from this IFB will be based on the contractor providing the best value. The Contractor must meet or exceed the minimum requirements of the following criteria:

Category – Description
Past Performance
Experience

E. Licenses and Permits

During the term of the contract, the Contractor must maintain all required licenses and/or permits in full force and effect. If and when the State learns that the Contractor has failed to do so, the State may, in addition to any other remedy it may have, immediately terminate this contract without any cost or liability to the State. If, after bid submission, the Contractor replaces or renews a required license or permit or obtains a newly-applicable license or permit, the Contractor shall provide the State with a copy of the renewed or replaced or newly-obtained license or permit within 20 days following the Contractor's receipt of same.

The Bidder must provide copies of all required licenses and permits at the time of bid submittal.

1. Business license and/or permit as required by the city, county, or both, as determined by the Bidder's place of business.

F. Standard Language

CALPIA does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. CALPIA's General Provisions (GP's) are not negotiable.

G. Bid Attachments

Refer to the following pages for additional required attachments that are a part of this IFB.

ATTACHMENT 1

BID DOCUMENT SUBMITTAL CHECK LIST

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

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

NAME OF BIDDER: _____

COMPANY NAME: _____

Attachment Name/Description

- Attachment 1: Bid Document Submittal Check List
- Attachment 3: Cost Sheet
- Attachment 4A: Payee Data Record (STD 204) **NOTE: If company is incorporated, Payee's Legal business name on the STD 204 must match the name registered with the Secretary of State of California.**
- Attachment 4B: Payee Data Record Supplement (STD 205) **NOTE: For use if additional remittance addresses are needed or if additional authorized representatives need to be identified.**
- Attachment 5: Darfur Certification
- Attachment 6: Experience/Past Performance (References)
- Attachment 7: Contractor's Certification Clauses
- Attachment 8: PREA Volunteer/Contractor Information Sheet

Additional Items Description (If Applicable)

- Copy of Business License(s) and permits as required by the state, city, and/or county **(Outlined on Page 5 in Sections C & E)**

AGREEMENT NUMBER
IFB S02132130

REGISTRATION NUMBER

AUTOMATION EQUIPMENT MAINTENANCE & REPAIR SERVICES

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

STATE AGENCY'S NAME

CALIFORNIA PRISON INDUSTRY AUTHORITY

CONTRACTOR'S NAME

2. The term of this Agreement is: Month Day, 2021, or upon approval, whichever is later, through Month Day, 2023

3. The maximum amount of this Agreement is: \$TBD Dollars and No Cents

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

Attachment 2 – Scope of Work and Payment Provisions

5 pages

Attachment 3 – Cost Sheet

2 pages

General Provisions REV-820*

21 pages

Security Provisions REV-912*

5 pages

NOTE: Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.calpia.ca.gov>, (select About tab, then select Doing Business with CALPIA).

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

CONTRACTOR

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

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

California Prison Industry Authority

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

560 East Natoma Street
Folsom, CA 95630

ATTACHMENT 2

SCOPE OF WORK AND PAYMENT PROVISIONS

I. SCOPE OF WORK

1. Contractor agrees to provide the California Prison Industry Authority (CALPIA) with automation equipment maintenance and repair services for the juice processing equipment utilized by the Food & Beverage Packaging Enterprise at the California Institution for Men (CIM) in Chino, California. This service is needed to maintain Programmable Logic Controllers (PLC), High Temperature Short Time (HTST), and Clean In Place (CIP) automation controls/panels in operable condition to effectively operate the Food & Beverage Packaging Enterprise.
 - A. The Contractor shall furnish all labor, including travel and per diem, materials, non-consumable supplies, transportation, equipment and every other item of expense necessary to perform services.
2. The services shall be performed at the CALPIA Food & Beverage Packaging Enterprise located at:
 - A. California Institution for Men (CIM)
6101 East Facility Drive
Chino, CA 91710.
 - B. The equipment is located within the inner perimeter of the institution; the Contractor is required to have workers that can obtain and pass security clearance.
 - i. Personal information provided will be used to run a California Law Enforcement Telecommunications System (CLETS) check.
 - ii. Screening will include Department of Motor Vehicle (DMV), wants and warrants, and criminal history.
 - iii. Access to the institution may be denied based on the outcome of the CLETS screening.
3. The services shall be provided during the hours of 7:00 AM to 3:00 PM (PST), Monday through Friday, except state holidays, unless otherwise directed by the CALPIA Project Representative or designee (i.e., when an emergency response is needed).
 - A. The CALPIA, at its discretion may allow access to the equipment during non-business hours when necessary.
4. Service shall be available not later than the express date set by CALPIA and the Contractor, after all approvals have been obtained, the agreement is fully executed, and an ERP_{LX}

Tracking Number is issued. Should the Contractor fail to commence work at the agreed upon time, the CALPIA, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement effective immediately. In addition, the Contractor shall be liable to the CALPIA for the difference between Contractor's bid price and the actual cost of performing work by another best value contractor.

5. The Project Representatives during the term of this agreement will be:

State Agency: CALPIA	Contractor:
Section/Unit: CIM/Food & Beverage Packaging	Section/Unit:
Attention: Terry Meier	Attention:
Address: 6101 East Facility Drive Chino, CA 91710	Address:
Phone: (909) 606-7020 Office (909) 278-2616 Cell	Phone:
Email: Terry.Meier@calpia.ca.gov	Email:

6. Contractor shall furnish to the CALPIA a certificate of insurance, stating that there is Commercial General Liability, Worker's Compensation, and Automotive Liability. The certificate of insurance shall include the following three (3) provisions in their entirety:

A. The insurer will not cancel the insured's coverage without 30 days prior written notice to the State, and will provide the State with a written 10-day notice for Contractor's non-payment of premiums.

B. Under Contractor's General Liability and Automobile Liability insurance CALPIA and the State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this contract are concerned.

C. The State will not be responsible for any premiums or assessment on the policy.

7. Contractor shall provide technicians and/or program engineers capable of performing the following processing automation support services, including but not limited to:

A. Repair Service:

i. Maintaining, troubleshooting, upgrading, interfacing, and/or rewriting programs for, the Programmable Logic Controllers (PLC).

a. This includes set points, control panels, and other automation equipment used and incorporated in keeping the equipment in the CIM Food & Beverage Packaging Enterprise fully operational.

ii. Contractor shall respond within eight (8) hours of requests for service during normal business hours.

- b. Any part requiring replacement will be handled in accordance with Section 8 (Part Replacement) below.
- iii. Services must comply with the requirements set by the California Department of Public Health's (CDPH) Food and Drug Branch (FDB), and Title 21, Part 120 of the Code of Federal Regulations (CFR) which pertains to Hazard Analysis and Critical Control Point (HACCP) Systems.

B. Control System:

- i. The control system(s) shall continue to meet, or exceed, all specifications and requirements of the CDPH/FDB, Title 8 and Title 24 of the California Code of Regulations (CCR), the 1998 California Electric Code (CEC), and the 1998 National Electrical Code (NEC).
- ii. The Contractor shall ensure that all installed equipment/components including the control system are operationally tested to the satisfaction of the CALPIA Project Representative, or designee.
- c. The operational startup, review, and acceptance process shall be approved in advance by the CALPIA Project Representative, or designee.
- iii. All materials shall be compatible with the existing equipment, the plant layout, and the security requirements of a prison environment.

8. Parts Replacement:

A. Parts that become worn or inoperable or otherwise affect the operability of the equipment, in any way, shall be replaced by the Contractor in accordance with the items below:

- ii. All replacement parts used in the maintenance and repair of the juice processing equipment serviced under this agreement shall be new, factory (manufacturer) approved parts.
- iii. Contractor shall submit a written estimate of the required parts to the CALPIA Project Representative, or designee for approval prior to ordering and installation.
- iv. Invoices for approved parts must be separate and shall include applicable sales tax.
 - a. A published price list and/or invoice for the parts shall be submitted with the Contractor's invoice.
 - b. All parts will be charged at the published list price less 10% discount.

- c. If no list price is available, the parts will be charged at the Contractor's cost of acquisition substantiated by documentation illustrating their proof of purchase (i.e., an invoice and/or receipt from supplier.).
- v. All replacement parts and ordering will be done separate of this agreement on a CALPIA Purchase Order (PIA-099) and should reference this agreement number.

9. Emergency Repair Services:

- A. Contractor agrees to acknowledge an emergency call from CALPIA within six (6) hours and will respond, on-site, within forty-eight (48) hours, or sooner, of emergency calls when the CIM juice processing equipment is malfunctioning.

10. The Contractor shall also be responsible for the following:

- A. Ensuring that CALPIA's Project Representative, or designee, receives and approves all manufacturer hardware warranties.
- B. Furnishing and maintaining a tool inventory list of all tools, and equipment, brought into the facility.
 - i. The list will be checked by security staff upon entering and leaving the institution.
- C. Reporting to the institution dressed appropriately, in possession of all necessary identification, and prepared and ready to begin work at the scheduled time.

11. CALPIA reserves the right to amend the agreement, prior to expiration, in writing on the STD 213A. CALPIA may adjust the terms of the agreement including but not limited to the following:

- A. Term extension up to one (1) year.
- B. Decreasing the amount of the contract's original value.
- C. Increasing the contract amount by up to 30% of the original value.

II. PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, CALPIA agrees to compensate the Contractor in accordance with the amount specified in the Cost Sheet, Attachment 3, which is attached hereto and made part of this agreement.
- B. Invoices shall be itemized and include the time period covered by the invoice, work completed for the period (detailed statement of services) and number of hours worked (if applicable). Invoices shall include the ERP_{LX} Number and the Agreement Number shown

in the upper right corner of the STD 213 and shall be submitted not more frequently than once every thirty (30) days in arrears to:

California Prison Industry Authority
Attention: Terry Meier, Food & Beverage Packaging
P.O. Box 128
Chino, CA 91710

2. Availability of Funds

All financial obligations of CALPIA for the fiscal year(s) encompassed by the term of this agreement are subject to the availability and approval of funding by the Prison Industry Board and/or the presence of sufficient funds to cover those obligations in the fund from which those obligations are to be paid. If such obligations are or become contingent on funding by and/or through the CALPIA budget or on the availability of federal funds or on the action of any Legislative body, said obligations are contingent on the appropriation and availability of funds for the purpose of meeting those obligations. If insufficient funds are approved or appropriated or otherwise available in order to meet CALPIA's obligations under this agreement, CALPIA may immediately terminate this agreement.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (a) the date of acceptance of goods or performance of services or (b) receipt of an undisputed invoice, whichever is later.

4. Cash Discount

CALPIA has a history of taking cash discounts and intends to take advantage of cash discounts offered when they are in the best interest of the CALPIA.

ATTACHMENT 3

COST SHEET

The estimated quantities indicated below will be used solely for computing the cost to determine the best value bidder and is not binding upon the contracting agency. However, the actual costs quoted by the bidder shall be binding for the term of the Agreement. CALPIA is not obligated to purchase any quantity of services from the contractor.

Under no circumstances will the contractor be allowed to use a subcontractor for more than 50% of the contract dollar amount. For all services where a subcontractor is used, the contractor will be required to provide a minimum of 50% of the staffing for the project including project contact person.

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

Item No.	Item	Details	Quoted Cost
1	PLC Technician Labor Rate Monday - Friday	Straight Time	\$ _____/Hour
		Overtime	\$ _____/Hour
		Double Time	\$ _____/Hour
2	PLC Technician Labor Rate Weekends (Saturdays & Sundays)	Anytime	\$ _____/Hour
3	PLC Technician Labor Rate Holidays	Anytime	\$ _____/Hour
4	Program Engineer Labor Rate Monday – Friday	Straight Time	\$ _____/Hour
		Overtime	\$ _____/Hour
		Double Time	\$ _____/Hour
5	Program Engineer Labor Rate Weekends (Saturdays & Sundays)	Anytime	\$ _____/Hour
6	Program Engineer Labor Rate Holidays	Anytime	\$ _____/Hour
7	Onsite Call-Out Charge		\$ _____/Hour
All replacement parts and ordering will be done separate of this agreement on a CALPIA Purchase Order (PIA-099) and should reference this agreement number.			

See Bidders Instructions Item 26 for complete instructions on offering Cash Discounts.

_____ % Cash discount for payment within _____ days of receipt.

ATTACHMENT 3

COST SHEET CONTINUED

For accounting reporting purposes, please provide the following information: Are you certified with the California Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:

a. California Small Business Micro Business b. Disabled Veteran Business Enterprise

Yes No

Yes No

Yes No

If yes, enter certification number: _____
Expiration Date: _____

If yes, enter your service code: _____

NAME OF BIDDER: _____
COMPANY NAME

ADDRESS: _____

PHONE: _____ **FAX:** _____

EMAIL: _____

AUTHORIZED NAME: _____
PLEASE PRINT

AUTHORIZED SIGNATURE _____ **DATE:** _____

TITLE: _____

ATTACHMENT 4A

[Print Form](#) [Reset Form](#)

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE

E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

SOLE PROPRIETOR / INDIVIDUAL
 SINGLE MEMBER LLC *Disregarded Entity owned by an individual*
 PARTNERSHIP
 ESTATE OR TRUST

CORPORATION (see instructions on page 2)
 MEDICAL (e.g., dentistry, chiropractic, etc.)
 LEGAL (e.g., attorney services)
 EXEMPT (e.g., nonprofit)
 ALL OTHERS

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must match the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)
— — — — —

OR

Federal Employer Identification Number (FEIN)
— — — — —

Section 4 – Payee Residency Status (See instructions)

CALIFORNIA RESIDENT – Qualified to do business in California or maintains a permanent place of business in California.

CALIFORNIA NONRESIDENT – Payments to nonresidents for services may be subject to state income tax withholding.

No services performed in California
 Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

*I hereby certify under penalty of perjury that the information provided on this document is true and correct.
Should my residency status change, I will promptly notify the state agency below.*

NAME OF AUTHORIZED PAYEE REPRESENTATIVE **TITLE** **E-MAIL ADDRESS**

SIGNATURE **DATE** **TELEPHONE (include area code)**

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE
California Prison Industry Authority (CALPIA)

UNIT/SECTION

Business Services Section (BSS)

MAILING ADDRESS
560 East Natomia Street

FAX

(916) 358-1811

TELEPHONE (include area code)

(916) 358-2755

CITY Folsom **STATE** CA **ZIP CODE** 95630 **E-MAIL ADDRESS** bsshelppdesk@calpia.ca.gov

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to 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 and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

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 R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- 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.
- 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.
 - 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.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900

E-mail address: wsccs.gen@ftb.ca.gov

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

Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

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. 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. 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.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

ATTACHMENT 4B

[Print Form](#) [Reset Form](#)

STATE OF CALIFORNIA – STATE CONTROLLERS OFFICE

PAYEE DATA RECORD SUPPLEMENT

(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.)
STD 205 (New 03/2021)

Payee Information (must match the STD 204)

NAME (Required. Do not leave blank.)

TAX ID NUMBER (Required)

SSN, ITIN, or FEIN that matches Tax ID number provided on STD 204

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME
(If different from above)

Additional Remittance Address Information

- Use the fields below to provide remittance addresses for payee if different from the mailing address on the STD 204.
- The addresses provided below are for remittance purposes only. 1099 information returns will be sent to the mailing address specified on the STD 204.*

1 REMITTANCE ADDRESS (number, street, apt or suite no.)

CITY	STATE	ZIP CODE
------	-------	----------

2 REMITTANCE ADDRESS

CITY	STATE	ZIP CODE
------	-------	----------

3 REMITTANCE ADDRESS

CITY	STATE	ZIP CODE
------	-------	----------

4 REMITTANCE ADDRESS

CITY	STATE	ZIP CODE
------	-------	----------

5 REMITTANCE ADDRESS

CITY	STATE	ZIP CODE
------	-------	----------

Additional Contact Information

Use the fields below to provide additional Authorized Representatives for the Payee if applicable.

1 CONTACT NAME

TELEPHONE (Include area code)	EMAIL
-------------------------------	-------

2 CONTACT NAME

TELEPHONE	EMAIL
-----------	-------

3 CONTACT NAME

TELEPHONE	EMAIL
-----------	-------

Certification

I hereby certify under penalty of perjury that the information provided on this supplemental document is true and correct.

By signing this document, I authorize the State of California to remit payment to the addresses specified on this supplemental form (STD 205) and certify that all persons identified on this form are authorized representatives of this payee. Payments remitted to any of the listed addresses may be reported on 1099 information returns to the tax liable entity identified on the accompanying Payee Data Record - STD 204.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE (Print or Type name)	TITLE	E-MAIL ADDRESS
SIGNATURE	DATE	TELEPHONE (Include area code)
X		

STATE OF CALIFORNIA – STATE CONTROLLERS OFFICE

PAYEE DATA RECORD SUPPLEMENT

(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.)
STD 205 (New 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record Supplement, STD 205. Sign, date, and return to the state agency/department with a completed STD 204. Prompt return of the fully completed forms will prevent delays when processing payments.

Purpose – Completion of this form (STD 205) is optional. Payees may use this form to provide remittance addresses or contact information in addition to the 1099 information return mailing address provided on the STD 204. This form shall only be used in conjunction with the STD 204, and will not be accepted without a STD 204.

Please note: The State of California Government will issue 1099 information returns to the mailing address provided on the most recently dated form STD 204 validated by the Payee. Addresses provided on this form (STD 205) will be used for remittance purposes only. If the payee would like to update the address for receiving 1099 information returns, please complete the STD 204.

Payee Information: The Payee's Tax ID number (TIN) and Name (including any Business, DBA, or Disregarded LLC names) are required. This information is subject to TIN matching via the IRS database for validation. Payee Information provided in this section must clearly match the STD 204. Any discrepancies may result in delays of payment, up to and including denial of the request.

Name – Enter the name of the Payee. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Tax ID Number-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 R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Additional Remittance Address Information - Enter the Payee's additional remittance address(s) that are not listed on STD 204. Up to five (5) addresses may be provided on this form. The Payee may provide additional remittance addresses on a second STD 205 form if needed.

Additional Contact Information - Enter the Payee's additional or updated contact information. Up to three contacts may be identified on this form. Payee may provide additional contacts on a second STD 205 if needed.

PRIVACY STATEMENT

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.

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.

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.

All questions should be referred to the requesting state agency listed on the bottom front of the STD 204 form.



ATTACHMENT 5

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 proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

OPTION #1 – DOMESTIC ONLY

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, initial here and submit with your bid package. (Initial _____)

OPTION #2 - CERTIFICATION

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

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

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

OPTION #3 – WRITTEN PERMISSION FROM DGS

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

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

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

ATTACHMENT 6

EXPERIENCE/PAST PERFORMANCE (REFERENCES)

Submission of this attachment is mandatory. Failure to complete and return this form with your bid will cause your bid to be rejected and deemed non-responsive, unless otherwise instructed in the Bid Submission section.

1. List all references where similar types of services were performed within the last three (3) years. Use additional sheets for complete narrative of services provided. If three references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1

Name of Firm

Street Address

City

State

Zip Code

Contact Person

Telephone 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

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

Dates of Service

Value or Cost of Service

Brief Description of Service Provided

ATTACHMENT 7

CONTRACTOR CERTIFICATION CLAUSES

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>

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.

ATTACHMENT 8

**CALIFORNIA PRISON INDUSTRY AUTHORITY AND
CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION
PRISON RAPE ELIMINATION POLICY
Volunteer/Contractor Information Sheet**

The Prison Rape Elimination Policy for the California Prison Industry Authority and the California Department of Corrections and Rehabilitation (CDCR) is explained on this informational sheet. As a volunteer or contractor who has contact with CDCR offenders, it is your responsibility to do what you can, within the parameters of your current assignment, to reduce incidents of sexual violence, staff sexual misconduct, and sexual harassment and to report information appropriately when they are reported to you or when you observe such an incident.

Historical Information

Both the Congress and State Legislature passed laws, the Federal Prison Rape Elimination Act (PREA) of 2003, the Sexual Abuse in Detention Elimination Act, Chapter 303, Statutes of 2005, and most recently the United States, Department of Justice Final Rule; National Standards of 2012 to help prevent, detect and respond to sexual violence, staff sexual misconduct and sexual harassment behind bars. It is important that we, as professionals, understand all aspects of these laws and our responsibilities to help prevent, detect, and respond to instances by offenders and staff.

The CDCR policy is found in Department Operations Manual (DOM), Chapter 5, Article 44. PREA addresses five types of sexual offenses. Sexual violence committed by offenders will encompass: Abusive Sexual Contact, Nonconsensual Sex Acts, or Sexual Harassment by an Offender (towards an offender). The two remaining types of sexual offenses covered by PREA are Staff Sexual Misconduct and Staff Sexual Harassment (towards an offender).

CDCR's policy provides for the following:

- CDCR is committed to continuing to provide a safe, humane, secure environment, free from offender on offender sexual violence, staff sexual misconduct, and sexual harassment.
- CDCR maintains zero tolerance for sexual violence, staff sexual misconduct, and sexual harassment in its institutions, community correctional facilities, conservation camps, and for all offenders under its jurisdiction.
- All sexual violence, staff sexual misconduct, and sexual harassment is strictly prohibited.
- This policy applies to all offenders and persons employed by the CDCR, including volunteers or contractors assigned to an institution, community correctional facility, conservation camp, or parole.

Retaliatory measures against employees or offenders who report incidents of sexual violence, staff sexual misconduct, or sexual harassment as well as retaliatory measures taken against those who cooperate with investigations shall not be tolerated and shall result in disciplinary action and/or criminal prosecution.

Retaliatory measures include, but are not limited to:

- Coercion.
- Threats of punishment.
- Any other activities intended to discourage or prevent staff or offenders from reporting incident(s).

Professional Behavior

Staff, including volunteers or contractors are expected to act in a professional manner while on the grounds of a CDCR institution and while interacting with other staff and offenders. Key elements of professional behavior include:

- Treating everyone, staff and offenders alike, with respect
- Speaking without judging, blaming, or being demeaning
- Listening to others with an objective ear and trying to understand their point of view
- Avoiding gossip, name calling, and what may be perceived as offensive or “off-color” humor
- Taking responsibility for your own behavior

Preventative Measures

You can help reduce sexual violence, staff sexual misconduct, and sexual harassment by taking various actions during the performance of your duties as a volunteer or contractor.

The following are ways in which you can help:

- Know and enforce the rules regarding the sexual conduct of offenders.
- Be professional at all times.
- Make it clear that sexual activity is not acceptable.
- Treat any suggestion or allegation of sexual violence, staff sexual misconduct, and sexual harassment as serious.
- Follow appropriate reporting procedures and assure that the alleged victim is separated from the alleged predator.
- Never advise an offender to use force to repel sexual advances.

Detection

All staff, including volunteers or private contractors, are responsible for reporting immediately and confidentially to the appropriate supervisor any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.

After immediately reporting to the appropriate supervisor, you are required to document the information you reported. You will be instructed by the supervisor regarding the appropriate form to be used for documentation.

You will take necessary action (i.e., give direction or press your alarm) to prevent further harm to the victim.

I have read the information above and understand my responsibility to immediately report any information that indicates an offender is being, or has been, the victim of sexual violence, staff sexual misconduct, or sexual harassment.

Volunteer/Contractor Name (Printed)

Date Signed

Signature of Volunteer/Contractor

Current Assignment within institution

Contact Telephone Number

Project Representative in Current Assignment

ATTACHMENT 9

APPROPRIATE ATTIRE POLICY

Employees that are not required to wear a state approved uniform shall wear clothing that is conservative, professional and commensurate with their work environment, and does not pose potential injury while in the performance of their duties. All employees including, but not limited to contract employees, registry employees, volunteers, and off duty custody staff are expected to be in appropriate attire while on Institution grounds. Supervisors are responsible for monitoring their areas daily to ensure that employees are in compliance with this directive. Appropriate, progressive discipline may be taken for violations.

The following guidelines are to be applied:

1. Dresses and skirts must reach at the knee or below when standing, and worn in a professional and conservative manner.
2. Capri pants must reach below the knee.
3. Sleeveless garments (i.e., dresses and/or shirts) worn in a conservative and professional manner are permitted. However, these garments must be completely covered when worn in the presence of the inmate population (i.e. corridors, medical areas, housing units, etc.).
4. Spaghetti strapped garments (i.e., dresses, tops) are not permitted.
5. Leggings or any other footless style tights (spandex or cotton) worn under a dress, tunic or skirt are not permitted.
6. Any clothing containing emblems, quotes, lettering, or pictures pertaining to and/or depicting sex, politics, profanity, drugs, alcohol, violence, or illegal behavior are not permitted.
7. Shorts, skorts, tube tops, halter tops, pajama pants and/or lounging pants of any style are not permitted.
8. Sweat suits, jogging suits, nylon suits and/or velour suits are not permitted.
9. Any clothing similar to the state clothing colors worn by inmates, (blue chambray, blue denim or orange/white worn as a two-piece) is not permitted.
10. Camouflage clothing of any color is not permitted.
11. Clothing that exposes any part of the midriff is not permitted.

12. All white blouses/shirts must be worn with the appropriate camisole or t-shirt underneath. In addition, the appropriate camisole or t-shirt shall be worn to avoid the perception of a plunging neck line.
13. Visible body piercings other than the ear lobes are not permitted (i.e., eyebrow, cheeks, nose, lip, tongue, etc.). Gauge earrings are not permitted.
14. Excluded Footwear Styles: strapless or any open-toe style shoe, boot or sandal that exposes more than two (2) toes is not permitted.
15. Acceptable Footwear Styles: closed toe or peep-toe style shoes, boot or sandal that exposes less than three (3) toes.
16. Employees that change their hair color or who wear colored extensions, hair pieces, or wigs that alters the appearance from their State identification card or driver's license picture must have authorization from the Watch Commander prior to entering the Institution.
17. Personal clothing shall not be left unattended at any time and shall be removed from the institution at the end of the employee's shift (i.e., sweaters, jackets, coats, scarves, etc.).
18. Safety precautions should be taken into consideration regarding the wearing of ties, scarves, jewelry, and hair ornaments.
19. Healthcare Staff: Chambray blue or blue denim scrubs are not permitted. Orange or white scrubs worn as a solid uniform could be viewed as inmate attire; therefore, these colors shall be worn as a solid bottom with a printed top or vice-versa. Scrubs shall only be worn by certified medical classifications. All laboratory coats must be clean, neat and display the name(s) of the provider(s) at all times. No laboratory coats shall display drug (pharmacy) logos or any other unacceptable emblems, quotes or pictures.
20. Employees will not be allowed entrance into the secure perimeter wearing inappropriate clothing. If a disagreement arises, the Watch Commander will be contacted. Only a manager has the authority to send an employee home to change clothing. Reasonable time will be allowed, and the employee will be docked for the time taken.