

June 18, 2026

**INVITATION FOR BID (IFB)**  
**IFB # RW2637002**  
Notice to Prospective Contractors

The California Correctional Training and Rehabilitation Authority (CALCTRA) invites you to review and respond to this Invitation for Bid (IFB), entitled **RW2637002** for **MATTRESS AND PILLOW VINYL FABRICS**. In submitting your bid, you must comply with the instructions found herein. CALCTRA does not accept alternate contract language from a prospective vendor. A bid with such language will be considered a counter proposal and will be rejected. CALCTRA's General Provisions (GP's) are not negotiable.

Mail or deliver your bid package for the IFB to the address below. Faxed or electronically forwarded bids will not be accepted. Bids not submitted under sealed cover will be rejected. The sealed cover 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:

IFB Number: RW2637002  
IFB Name: **Mattress and Pillow Vinyl Fabrics**  
Attention: Sadaqatullah Sahak  
Bid Submittal: Do Not Open

In the opinion of CALCTRA, 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 <b>June 30, 2026 by 3:00 pm (PST)</b>  |   |
|--|---|
| <b>CALCTRA Contact:</b>  | <b>Return Sealed Bid To:</b>  |
| Sadaqatullah Sahak<br>Phone: (279) 235-5863<br>Email: <a href="mailto:Sadaqatullah.Sahak@calctra.ca.gov">Sadaqatullah.Sahak@calctra.ca.gov</a> | California Correctional Training and<br>Rehabilitation Authority<br>Attention: Sadaqatullah Sahak<br>560 East Natoma Street<br>Folsom, CA 95630 |

This IFB covers the estimated three (3) year requirement of MATTRESS AND PILLOW VINYL FABRICS for the California Correctional Training and Rehabilitation Authority (CALCTRA) Mattress Enterprise at Mule Creek State Prison in Ione, California. The quantities will be purchased over the term of the contract and not all at one time.

**Term:** Any contract resulting from this solicitation will expire after three (3) years regardless of the amount purchased, unless extended or terminated. The contract resulting from this solicitation may be extended by mutual agreement of CALCTRA and the contractor.

The contract award will be made on the basis of **BEST VALUE** as determined by CALCTRA alone, under statutory authority 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, including but not limited to the quality and/or reliability of the product or service as well as efficient billing practices; certification by the International Organization for Standardization (ISO).
3. Experience: Length of time and/or number of instances the bidder has offered or produced the requested type of product and/or service.

CALCTRA may consider other factors deemed necessary to ensure that the best value is achieved.

In the interest of achieving best value, CALCTRA 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 CALCTRA as part of our ongoing mission to change lives through opportunities.

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

**Method of Award:**

CALCTRA may award multiple contracts from this Invitation for Bid to the bidder(s) deemed by CALCTRA, as its sole discretion, to offer the best value. It is anticipated that the "best value" bidder will be the lowest responsible bidder meeting specifications. Contract award will be determined on the basis of best fit for CALCTRA customers and manufacturing settings, which can include the life cycle cost of a product and customer preferences.

**Specifications:**

The specifications for the mattress and pillow vinyl fabrics are provided in Bid Specification – Mattress and Pillow Vinyl Fabrics (Attachment A). Any fabric offered must meet the minimum requirements and be acceptable to CALCTRA's primary mattress customers. Bidders may offer the reference brand listed under Section 9 or the equivalent.

**Product Information:**

The following list of product information is required as part of a complete bid package for each item offered. (All literature must be in English):

- Product Brochures/Profiles/Literature
- Product Testing Certifications
- Recycled/Post-Consumer Content and Recyclability
- Warranty Information
- Applicable Material Safety Data Sheets (MSDS)

**Certified Test Reports:**

Bidders must submit a Certified Test Report from a recognized testing laboratory acceptable to the CALCTRA on the fabric being bid. Certified Test Reports will also be required before each delivery of fabric. Delivered fabric may be subject to additional testing to determine if delivered product meets specifications. If delivered product does not meet specifications, CALCTRA may terminate for default in accordance with CALCTRA General Provision-REV 1025, Item No. 75.

**Contract Dollar Value:**

Any contract resulting from this bid will expire three years from its effective date unless extended. However, in the event the ordering agency's requirements are curtailed because of reducing requirements, cancellation of State programs, lack of fiscal appropriations, etc., the State shall be excused from purchasing any outstanding balances.

Quantities shown for each line item are estimated and are the anticipated contract purchase pattern. The State will not be obligated to purchase the contractor's excess inventory of any line item if actual purchases vary from the anticipated purchase pattern. The State reserves the right to order more or less of any line item provided the total monetary amount of the contract is not exceeded. Actual quantities purchased of each line item are dependent on choices made by CALCTRA customers.

**Please Note:**

Only bids quoted on the State's own Cost Sheet will be considered. Bids submitted referencing supplier attachments, which include legal terms and conditions that conflict with the State's general bid provisions shall be considered non-responsive and such bids shall be rejected. On the Cost Sheet if there is a discrepancy between the unit price and the extension price, the unit price shall prevail.

**Emergency Extension Option**

In the event of an emergency, upon mutual agreement with the contractor(s), CALCTRA may extend the contract for up to one (1) additional year beyond the stated term and any noted extensions. Extensions during this period may occur in various increments until the establishment of a new contract. The total of the Emergency Extension Option terms shall not

exceed one (1) additional year. All original Terms and Conditions shall remain the same during the extensions. Emergency Extension Option may be exercised in the event that a replacement contract cannot be established due to the protest of Intent to Award, loss of key CALCTRA procurement staff, or other circumstances that would otherwise cause an unanticipated disruption to CALCTRA's enterprises.

**Cost to Cover:**

Any failure to perform its obligations under the contract by the contractor shall, in addition to any other remedies available to CALCTRA, entitle CALCTRA to recover from the contractor the difference between the contractor's price and an alternate supplier's higher price in the event that CALCTRA chooses to pay an alternate supplier a higher price for goods or services that the contractor fails to provide in a timely fashion.

**Contract Modifications:**

This contract may be amended at any time by mutual agreement of contracting parties, in writing. Change orders amending, modifying, or terminating the contract, including any modification of the compensation payable, may be issued only by the CALCTRA Procurement Officer.

**Price Adjustments:**

All prices shall be firm fixed for the contract term, including any optional year extensions, unless a price adjustment is granted.

i. Frequency/Guidelines

Price adjustments will only be acknowledged in accordance with the following guidelines:

- a) Price adjustments will not be made during the first annual term (12 months) of the contract.
- b) Price adjustments after the first annual term may only be requested no more than once within a 12-month period.
- c) Upon approved price adjustment, new price adjustment requests will not be accepted for a period of 12 months from the last approved price adjustment effective date.
- d) No price increase/decrease shall apply to quantities ordered from the contract prior to the effective date of the price adjustment. No retroactive contract price adjustments will be allowed.
- e) CALCTRA reserves the right to decrease prices in the same manner as price increase adjustments.
- f) Upon receipt of such notice, CALCTRA reserves the right to:
  - 1) Accept the adjustment as competitive with the general market price at that time; or
  - 2) Negotiate proposed price adjustments. Note: CALCTRA will notify the Contractor, in writing, its desire to negotiate. CALCTRA will have 10 working days to complete negotiations; or
  - 3) Deny adjustment request and continue with current CALCTRA contract prices; or
  - 4) Cancel the contract without prejudice, effective upon written notice from the State.

**Responsible Bidder:**

Bidders must complete and return all attachments to this IFB. Bidders may be required to submit evidence of their qualifications. The question of whether a particular bidder is a responsible bidder involves an evaluation of the bidder's experience, facilities, reputation, financial resources, and other factors existing at the time of the award. Please complete the Bidder/Supplier Responsibility Information form (Exhibit 2) and return it with your bid.

**Factory Authorized Distributor:**

All bidders must be Factory (Mill) Authorized Distributors and offer factory authorized service for the products they are offering. Bidders who are Distributors shall provide a letter from the manufacturer or a copy of the agreement with the Manufacturer.

**Performance:**

Performance is the responsibility of the contract holder and cannot be assigned to a subcontractor unless CALCTRA consents to the assignment of subcontractor in advance and in writing. A contact person shall be available during regular working hours to take orders and answer questions. See Contract Price Sheet (Exhibit 1), Supplier Contact section, and provide the required information.

**Quantity Discounts:**

Bidders are requested to provide quantity discounts for each line item for which a bid is submitted. The quantity discounts will be made a part of the contract price schedule.

**Contract Provisions:**

CALCTRA may purchase from the contractor's line of mattress and pillow vinyl fabrics as needed at the lowest published price.

**Purchases Outside of the Contract:**

During the term of any contract resulting from this bid, CALPIA may, at its sole discretion, purchase the same or similar goods from a source other than the contractor. The contractor may offer the same or similar goods at reduced prices. In the event that goods are purchased from the contractor at a reduced price, or that similar goods are purchased at the contract price, or at a price agreed upon, such purchases shall be considered contract purchases, and all other terms and conditions of the contract shall remain in full force and effect.

**Emergency Purchase**

In the event of an emergency as defined by the Public Contract Code (PCC) Section 1102 and as determined by CALCTRA's Procurement Officer, at CALCTRA's sole discretion, CALCTRA may purchase any required line item from other than the Contractor.

**Recycled Content:**

The CALCTRA requires that all vendors certify the percent of recycled/postconsumer/reusable content of fabric. Any changes to the recycled content must be in writing with content provided. Bidders shall complete the Post-Consumer Content Certification form (CIWMB 74) and return it with the bid package.

**Warranty Replacement Timeline/Procedures:**

The CALCTRA warrants that products that will be under this contract are free from defects in materials and workmanship found through normal usage for the specified warranty period of five (5) years. The CALCTRA shall be provided warranty replacement fabric for the duration of a minimum of the contract, including the vendors warranty period after the expiration of the contract with CALCTRA.

The vendor shall provide CALCTRA replacement warranty fabric within 10 working days from point of factory contact to delivery of replacement fabric. Vendor shall notify CALCTRA of status

return within 3 working days from point of the factory contact. Vendor shall assume freight charges for warranty fabric.

**Material Safety Data Sheet (MSDS):**

If a fabric is capable of releasing hazardous substances or gases as defined by OSHA, a Material Safety Data Sheet (MSDS) for each hazardous component shall be provided with the delivery. Failure to comply with this documentation requirement will be grounds for rejection of the delivery.

**Quality Conformance:**

Failure of the product(s) to meet any requirement specified herein may, at the discretion of the State, be cause for refusal to accept further shipments of product until evidence has been provided by the manufacturer that corrective action has been taken to eliminate deficiencies. The State may return or refuse to accept any delivery with obvious defects or that fails to meet any requirement contained in this Invitation for Bid.

**Quality Assurance:**

The CALCTRA would prefer that manufacturers are ISO certified. If not ISO certified, the supplier shall demonstrate that the manufacturer has a quality assurance program established that assures product continuity and consistency to specification.

**Freight on Board (F.O.B.) Point**

For the purpose of this bid, only bids quoting F.O.B. Destination (freight prepaid by the vendor to the ordering facility's receiving point) will be accepted. Bids quoting other than F.O.B. Destination will be rejected.

**Ordering Procedure:**

After the contract is fully executed, orders will be issued by CALCTRA on a Purchase Order and sent directly to the Contractor. Prices will be per the attached Cost Sheet.

**Minimum Order:**

The minimum order is 4,500 yards per delivery in any combination of line items. Orders for less than the minimum quantity shall be considered non-contract orders.

**Packaging:**

Deliveries are to be palletized with a minimum of 100 yards per roll and a maximum of 125 yards per roll. Exterior packaging is to show the contents, number of yards, and the purchase order number. All packaging shall conform to the applicable freight classifications, Surface Transportation Board and/or postal regulations, and is to be of a quality to assure final delivery without damage to the contents.

**Packing Slip:**

A packing slip must accompany each delivery showing the contract number and Purchase Order number and give an accurate description of the item, weight, quantities, etc.

Each fabric roll or yardage must be labeled with the minimum of the following information:

- Purchase Order number
- Manufacturer's product number and name
- CALPIA item number
- Fabric color

- Manufacturing date
- Quantity
- Lot or run number

**Delivery:**

The items are to be delivered when and as requested within 30 calendar days after notification by the ordering agency, Monday through Thursday, 7:00 a.m. to 2:00 p.m. Weekend or holiday deliveries cannot be accepted without prior approval in writing by ordering agency. Any single failure to deliver in a timely manner will be a material breach of this contract by the contractor.

It shall be the contractor's responsibility to obtain proper clearance for delivery drivers prior to any and all deliveries. Contact the institution listed for the driver clearance procedure.

**Delivery Address:** Additional sites may be added as deemed necessary by CALPIA.

Mule Creek State Prison  
CALCTRA Warehouse  
4001 Highway 104  
Ione, CA 95640  
Attention: Supt. II, Mattress & Bedding

**Samples:**

One sample no smaller than 12" x 12" of each vinyl fabric offered will be required with your bid submittal. Each sample must also include the certified test results as specified under Section 2.1 APPLICABLE STANDARDS of the Specifications – Mattress and Pillow Vinyl Fabrics (Attachment A). The sample must be identical to the fabric offered in the bid. Fabric may require flammability testing by CALCTRA to determine if it meets the stated specifications included in this Invitation for Bid. If the sample does not meet the specifications, the bid will be rejected. The bidder will not be allowed to re-submit corrected samples.

In addition to the swatch requested above, bidders may be required to submit a larger sample prior to final award of the bid as described under Section 8.0 BID SAMPLE of the Bid Specification- Mattress and Pillow Vinyl Fabrics (Attachment A.)

**Payment:**

Payment terms for this contract are Net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 etc. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than forty-five (45) days after (a) the date of acceptance of goods or performance of services or (b) receipt of an undisputed invoice, whichever is later. Under no circumstances will CALCTRA be subject to late payment fees or interest charges.

**Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering into any new contracts with, individuals or entities

that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor with advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

### **Executive Order N-12-23 – Generative Artificial Intelligence (GenAI)**

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

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

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

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

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



**CALIFORNIA PRISON INDUSTRY AUTHORITY  
MATTRESS AND PILLOW VINYL FABRICS  
BID SPECIFICATION**

- 1.0 SCOPE:** This bid specification provides the requirements for material used by the California Prison Industry Authority (CALPIA) in the Mattress Manufacturing Enterprise.
- 2.0 SPECIFICATIONS AND STANDARDS:** Specifications and standards referenced in this document in effect on the opening of the Invitation for Bid form a part of this specification. The test methods used shall be the latest versions available.

**2.1 APPLICABLE STANDARDS FOR VINYL FABRIC**

| <b>Physical Property:</b>        | <b>Acceptable Test Methods:</b>                             |
|----------------------------------|---|
| WIDTH                            | ASTM D3774-96   |
| WEIGHT                           | ASTM D3776  |
| FLAME RESISTANCE                 | ASTM D6413  |
| BACTERIA RESISTANCE              | ISO 222196  |
| TEAR STRENGTH                    | ASTM D2261 (LBS)  |
| BREAKING STRENGTH                | ASTM D5034 (LBS)  |
| HYDROSTATIC BURST                | ASTM D751   |
| ADHESION                         | ASTM D751   |
| ANTIMICROBIAL                    | ISO 222196  |
| ELECTRICAL SURFACE RESISTIVITY   | AATCC 76  |
| PHTHALATE FREE/HEAVY METALS FREE | CPSIA-General Certificate of Conformity (GCC)               |
| PLIABILITY/FLEXIBILITY           | CLARK STIFFNESS TAPPI 451 /<br>CFFA Standard Test Method 10 |
| COLD CRACK                       | ASTM D2136  |

**2.2 APPLICABLE STANDARDS FOR COMPLETED MATTRESS**

Completed mattress, including vinyl material, may be subject to the tests below.

|                           |  |
|---------------------------|--|
| FLAMMABILITY FOR MATTRESS | 16 CFR Parts 1632 and 1633;<br>CAL TB121 and TB129; BFDIX-11 |
|---------------------------|--|

**3.0 CONFIGURATION:**

- 3.1 The mattress fabric shall be at minimum a 2-ply product with a vinyl laminated polyester substrate. The pillow fabric shall include microscopic holes for venting and breathability.
- 3.2 The material is to be wound onto rolls with 100 yard minimum and 125 yard maximum length per roll.
- 3.3 The mattress vinyl fabric colors shall be light gray or fawn (light yellow/tan). The pillow vinyl fabric colors shall be blue.
- 3.3.1 Optional colors may be offered for mattress and pillow vinyl in addition to the colors listed above.

3.4 The material shall be available in the following sizes:

|                       | <b>WIDTH (+ ½ inch)</b><br>(ASTM D3774-96) | <b>WEIGHT (± ½ oz)</b><br>(ASTM D3776-96) |
|-----------------------|--|---|
| <u>MATTRESS VINYL</u> |  |   |
| LINE 1                | 72"  | 10.5 oz / yd <sup>2</sup>                 |
| LINE 2                | 44"  | 10.5 oz / yd <sup>2</sup>                 |
| LINE 3                | 54"  | 9.0 oz / yd <sup>2</sup>                  |
| <u>PILLOW VINYL</u>   |  |   |
| LINE 4                | 54"  | 5.0 oz / yd <sup>2</sup>                  |

#### 4.0 GENERAL REQUIREMENTS FOR MATTRESS FABRIC:

- 4.1 Flame Resistance: The material shall have a maximum after flame average equal to 5 seconds and a maximum char length no greater than 7", when tested per the American Standard Test Method (ASTM) D6413. When assembled onto a complete mattress, the material must comply with the Code of Federal Regulations 1632 "Standard for the Flammability of Mattresses and Mattress Pads" and 1633 "Standard for the Flammability (Open Flame) of Mattress Sets". The mattress must also meet the standards set in the California Bureau of Home Furnishing Technical Information Bulletin 121 and 129.
- 4.2 Bacteria Resistance: The material is to be an antimicrobial composite of man-made film and fabric that possesses those characteristics stipulated in this specification. The antimicrobial system is to pass at least one of the following test methods: the American Association of Textile Chemist and Colorists (AATCC) Test 147-2011 or AATCC 100-2012 to provide evidence that the material has: 1) a bacteriostatic activity survival level of less than 1%, and 2) a Methicillin Resistant Staphylococcus Aureus (MRSA) survival level of less than 1%.
- 4.3 Tear Strength: The tear strength, when tested per the American Standard Test Method (ASTM) D2261, shall average at least 25 pounds in warp direction and 25 pounds in fill direction.
- 4.4 Breaking Strength: Breaking strength, when tested per ASTM D5034, shall average at least 100 pounds in the warp direction and at least 95 pounds in the fill direction.
- 4.5 Hydrostatic Burst: 130 psi, minimum, when tested per ASTM D751/A.
- 4.6 Adhesion: The material shall withstand a minimum of 5# of force without the vinyl layer separating from the substrate when tested per ASTM D751.
- 4.7 Antimicrobial: The material shall test at least 90% per AATCC 100 and pass either AATCC 147 or AATCC 30.

- 4.8 Electrical surface resistivity: The material shall exhibit anti-static properties when tested per AATCC 76.
- 4.9 Phthalate Free/Heavy Metals Free: This material is to be free of heavy metals and their compounds. Acute oral toxicity of all agents (LD 50) shall not be more than 3,000 mg/kg.
- 4.10 Pliability / Flexibility: The material shall demonstrate sufficient pliability for an average result of 7-8 cm per Clark Stiffness Test Method TPI 451.
- 4.11 Cold Crack: The material shall not crack when folded at temperatures of -20° Fahrenheit when tested per ASTM D2136.
- 4.12 Fabrication: The material shall be capable of being fabricated by stitching, welding and/or cementing so that it can be patched, seamed and repaired.
- 4.13 Colorfastness: The material shall be permanent, non-fading, and non-bleeding.
- 4.14 Maintenance: Mild soap and water.

## **5.0 GENERAL REQUIREMENTS FOR PILLOW FABRIC:**

- 5.1 Flame Resistance: The material shall pass at least one of the following test methods: American Standard Test Method (ASTM) D6413; the California Technical Bulletin 117; the National Fire Protection Association (NFPA) 701 Test Method 2.
- 5.2 Bacteria Resistance: The material is to be an antimicrobial composite of man-made film and fabric that possesses those characteristics stipulated in this specification. The antimicrobial system is to pass at least one of the following test methods: the American Association of Textile Chemist and Colorists (AATCC) Test 147-2011, AATCC 100-2012 to provide evidence that the material has: 1) a bacteriostatic activity survival level of less than 1%, and 2) a Methicillin Resistant Staphylococcus Aureus (MRSA) kill rate of 100%.
- 5.3 Tear Strength: The tear strength, when tested per the American Standard Test Method (ASTM) D2261, shall be at least 5 pounds in warp direction and 5 pounds in fill direction.
- 5.4 Breaking Strength: Breaking strength, when tested per ASTM D5034, shall be at least 30 pounds in the warp direction and at least 15 pounds in the fill direction.
- 5.5 Adhesion: Not more than 5.0% change of breaking strength when tested per ASTM D751.
- 5.6 Antimicrobial: The material shall test at least 90% per AATCC 100 and pass either AATCC 147 or AATCC 30.

- 5.7 Phthalate Free/Heavy Metals Free: This material is to be free of heavy metals and their compounds. Acute oral toxicity of all agents (LD 50) shall not be more than 3,000 mg/kg.
- 5.8 Pliability / Flexibility: The material shall demonstrate sufficient pliability for an average result of 5-6 cm per Clark Stiffness Test Method TPI 451.
- 5.9 Cold Crack: The material shall not crack when folded at temperatures of -20° Fahrenheit when tested per ASTM D2136.
- 5.10 Fabrication: The material shall be capable of being fabricated by stitching, welding and/or cementing so that it can be patched, seamed and repaired.
- 5.11 Colorfastness: The material shall be permanent, non-fading, and non-bleeding.
- 5.12 Maintenance: Mild soap and water.

## **6.0 WORKMANSHIP:**

- 6.1 The finished material shall be clean and consistent in color for all deliveries of the order. It shall be free from imperfections of manufacture and from defects or blemishes that would affect either its appearance or serviceability.
- 6.2 Grade shall be firsts.
- 6.3 Any material that is rejected by CALPIA for poor workmanship will be returned at the contractor's expense.

## **7.0 CERTIFICATION:**

- 7.1 Manufacturer's certification and test data showing compliance to all the listed properties must be submitted with the bid.
- 7.2 Each shipment must also come with the manufacturer's certification that the delivered product is compliant to all the requirements.
- 7.3 Any material that is rejected by CALPIA for non-compliance will be returned at the contractor's expense.

## **8.0 BID SAMPLE:**

### **8.1 Samples for flame resistance testing**

8.1.1 Before a contract can be awarded, the fabrics may be tested on completely finished mattresses constructed by CALPIA. The testing will be conducted in Sacramento by the State Bureau of Home Furnishings Department of Consumer Affairs. In order to receive an award, the mattresses constructed with the proposed fabric must pass the subject tests. Testing will be in accordance with Code of Federal Regulations test 16 CFR 1632 and 1633 for finished goods.

8.1.2 The lowest bidder(s) who meet all other requirements except for the finished mattress testing will be required to provide 30 linear yards of each material requested within eight (8) calendar days. This will allow CALPIA to construct test mattresses for flame resistance testing. If the test mattresses pass the test, the award can be made. If the mattresses fail the test, the bid shall be rejected.

## **9.0 REFERENCE BRANDS OR EQUIVALENT**

### MATTRESS VINYL

GRAY: HERCULITE SURE-CHECK SOFTCHEK  
FAWN: HERCULEX II

### PILLOW VINYL

HERCULITE SURE-CHEK MICROVENT SOFT

CALIFORNIA CORRECTIONAL TRAINING AND REHABILITATION AUTHORITY

Invitation for Bid **RW2637002**

**MATTRESS AND PILLOW FABRICS**

**REQUIRED ATTACHMENT CHECK LIST**

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

Complete this checklist to confirm that the items listed below have been included with 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 also be returned with your bid package.

**BIDDER'S COMPANY NAME:** \_\_\_\_\_

| <b>Attachments</b> | <b>Attachment Name/Description</b>   |
|--------------------|--|
| _____ Exhibit 1    | Contract Price Sheet   |
| _____ Exhibit 2    | Bidder/Supplier Responsibility Information   |
| _____ Exhibit 3    | Bid/Bidder Certification Sheet   |
| _____ Exhibit 4    | Darfur Certificate   |
| _____ Exhibit 5    | Economic Sanctions Certification   |
| _____ STD 204      | Payee Data Record  |
| _____ STD 205      | Payee Data Record Supplement<br>NOTE: For use only if additional remittance addresses or additional authorized representatives need to be identified |
| _____ MSDS         | Notice of Material Safety Data Sheet Requirements  |
| _____ CIWMB 74     | Post-Consumer Content Certification form   |

**Other Requirements**

|                       |  |
|-----------------------|--|
| _____ CTR             | Certified Test Results                     |
| _____ Samples         | 12" x 12" (minimum) samples                |
| _____ Quality Control | ISO or other Quality Control Documentation |

CONTRACT PRICE SHEET

The estimated quantities for a **3-year period** indicated below will be used solely for computing the cost as a fair and equitable formula to determine the best value bidder. These quantities are not binding upon the contracting agency. However, the actual costs quoted by the bidder shall be binding for the term of the Agreement.

The Extension is calculated by multiplying the Unit Price and the Estimated Quantity for each line item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail.

**NOTE:** *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. | ESTIMATED QUANTITY | UNIT | DESCRIPTION   | UNIT PRICE | EXTENSION | DISCOUNT QUANTITY       | DISCOUNTED PRICE/YD                    |
|----------|--------------------|------|---|------------|-----------|-------------------------|--|
| 1        | 200,000            | YD   | VINYL MATTRESS FABRIC, 72" WIDE,<br>10 OZ, GRAY<br>NAME: _____<br>CALCTRA #0019.935 | \$_____/YD | \$_____   | - YDS<br>- YDS<br>- YDS | \$_____/YD<br>\$_____/YD<br>\$_____/YD |
| 2        | 75,000             | YD   | VINYL MATTRESS FABRIC, 44" WIDE,<br>10 OZ, GRAY<br>NAME: _____<br>CALCTRA #0019.138 | \$_____/YD | \$_____   | - YDS<br>- YDS<br>- YDS | \$_____/YD<br>\$_____/YD<br>\$_____/YD |
| 3        | 45,000             | YD   | VINYL MATTRESS FABRIC, 54" WIDE,<br>9 OZ, FAWN<br>NAME: _____<br>CALCTRA #0000.420  | \$_____/YD | \$_____   | - YDS<br>- YDS<br>- YDS | \$_____/YD<br>\$_____/YD<br>\$_____/YD |
| 4        | 10,000             | YD   | VINYL PILLOW FABRIC, 54" WIDE,<br>5 OZ, BLUE<br>NAME: _____<br>CALCTRA #0011.057    | \$_____/YD | \$_____   | - YDS<br>- YDS<br>- YDS | \$_____/YD<br>\$_____/YD<br>\$_____/YD |

**Total Bid Price (Sum of Extended Prices for Lines 1 through 4):** \$\_\_\_\_\_

**RESTOCKING FEE:** \_\_\_\_\_

**OPTIONAL VINYL COLORS AVAILABLE:**

**Mattress:** \_\_\_\_\_

**Pillow:** \_\_\_\_\_

**DELIVERY SCHEDULES and MINIMUM ORDER REQUIREMENTS**

If additional space is needed than what is provided below to describe your delivery schedules or minimum order requirements, please use a separate page to describe in sufficient detail.

**DELIVERY SCHEDULES** (If none are provided, CALCTRA will expect 30 days ARO)

Line 1 \_\_\_\_\_  
Line 2 \_\_\_\_\_  
Line 3 \_\_\_\_\_  
Line 4 \_\_\_\_\_

**MINIMUM ORDER QUANTITY** (If none are provided, CALCTRA will consider it to be 4,500 in any combination of line items)

Line 1 \_\_\_\_\_  
Line 2 \_\_\_\_\_  
Line 3 \_\_\_\_\_  
Line 4 \_\_\_\_\_



**Bidder to complete:** Name and Address to which orders are to be sent:

**Company Name:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Supplier Contact:**

Contractor shall have, preferably in California, a contact person available during the hours of 8:00 A.M. to 5:00 P.M. on weekdays to answer questions regarding product, orders, or other areas in relation to the contract and the State's needs. All questions shall be answered within twenty-four (24) hours (except on weekends or holidays).

**Contact person:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Fax number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_



### **Bidder/Supplier – Materials, Responsibility Information**

The intent of these questions is to establish that the bidder has secured the necessary production, distribution and financial resources to fulfil the contract being proposed.

Except in cases when CALCTRA concludes that a specified brand name is the only one that will meet the needs of CALCTRA, all commodities shall be entered into with the best value bidder meeting all specifications. Responsibility in this context relates to the bidder's qualifications and capability to successfully fulfill the requirements of the Invitation for Bid (IFB). A bidder is deemed not responsible when they have demonstrated a lack of reliability in complying with and completing previously awarded State/Private contracts. Prior to awarding the contract related to this IFB, CALCTRA's Authorized Representative will determine whether the proposed awardee is responsible. In order to obtain information necessary to establish a bidder's responsibility, each bidder shall complete the information requested below.

Failure to complete these questions may cause your offer to be rejected as non-responsive. Incomplete, vague or misleading responses could cause your offer to be rejected as non-responsive. Use additional sheets as necessary to provide all the requested information.

Bidders who are manufacturers should be able to directly respond to the questions. Non-manufacturers may need to consult with their supply chain to properly complete each question. The burden of proof lies with the bidder to prove, to CALCTRA's satisfaction, that the bidder has adequate knowledge and control of the supply chain being utilized.

1. (A) If you are not the manufacturer, please list your role in the supply chain and list all points of business interaction(s) between the manufacturer and your firm. (Manufacturer/Producer, wholesaler/broker, warehousing/distribution)

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Please be prepared to provide a written agreement between your firm and your supplier upon request. If your supplier is not the manufacturer, please be prepared to provide a written agreement between the manufacturer and your supplier. If there is no written agreement between these two parties, provide upon request supporting documents showing that they have worked together in the past.

1. (B) Name and address of the manufacturer and any other key parties utilized:

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2.) How long has your firm been part of this supply chain? If less than 2 years, then please provide the names of all the suppliers relative to this solicitation with whom you have worked in the past 2 years:

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3.) How much business have you successfully completed as part of the supply chain described above? (Total dollar values, length of contract, product types, and geographic areas supplied.

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4.) Names(s) of packaging and shipping firms(s) to be utilized for this contract.

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5.) Have you ever had a contract terminated prior to its designated end date/term? If yes, please explain the circumstances for each such contract termination.

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6.) Using the format below, list contracts that you were awarded within the last five years with a value of at least 50% of the value of the contract to be awarded herein, which demonstrate your ability to meet the requirements of the proposed contract.

Contract Number: \_\_\_\_\_  
Description of product/services: \_\_\_\_\_  
Contract Value (\$): \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_  
Required Delivery or Completion Date: \_\_\_\_\_  
Actual Delivery or Completion Date: \_\_\_\_\_  
Customer Contact Information (Name, phone number and email): \_\_\_\_\_

**The Business Services Section will review your past performance. A history of late or non-compliant deliveries on past or present contracts may cause your bid to be rejected.**

This Bid/Bidder Certification Sheet must be signed and returned along with other bid/quote documents as an entire package with original signatures

- A. \_\_\_\_\_% Cash discount for payment within \_\_\_\_\_ days of receipt. (See *Bidders Instructions Item 26 for complete instructions on offering Cash Discounts.*)
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated is authorized to bind the bidding firm contractually and certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

|   |  |   |   |
|---|--|---|---|
| 1. Company Name   |  | 2.a Telephone Number<br>(    )  | 2.b. Fax Number<br>(    )               |
| 3. Address  |  |   |   |
| Indicate your organization type:  |  |   |   |
| 4. <input type="checkbox"/> Sole Proprietorship   |  | 5. <input type="checkbox"/> Partnership   | 6. <input type="checkbox"/> Corporation |
| Indicate the applicable employee and/or corporation number:   |  |   |   |
| 7. Federal Employee<br>ID No. (FEIN/SSN)  |  | 8. California<br>Corporation No.  |   |
| 9. Indicate applicable license and/or certification information:  |  |   |   |
| Contractor's State Licensing Board Number:  |  | 10. PUC License Number CAL-<br>T:   | 11. Other Licenses:                     |
| 12. Bidder's Name (Print)   |  | 13. Title   |   |
| 14. <b>Signature</b>  |  | 15. Date  |   |
| 16. 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<br>Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>   |  | b. Disabled Veteran Business Enterprise<br>Yes <input type="checkbox"/> No <input type="checkbox"/> |   |
| If yes, enter certification<br>number below:  |  | If yes, enter your service code below:  |   |
| _____   |  | _____   |   |
| Expiration Date:  |  |   |   |
| _____   |  | _____   |   |

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***Completion Instructions for Bid/Bidder Certification Sheet***

Complete the numbered items on the  
Bid/Bidder Certification Sheet by following the instructions below

| <b>Item Numbers</b>   | <b>Instructions</b>   |
|-----------------------|---|
| <b>1, 2a, 2b, 3</b>   | Must be completed. 1. Enter your name if sole proprietor or independent contractor. All other items are self-explanatory.   |
| <b>4</b>              | Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.  |
| <b>5</b>              | Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit. |
| <b>6</b>              | Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.   |
| <b>7</b>              | Enter your federal employee tax identification number.  |
| <b>8</b>              | If you are a corporation: Enter your corporation number assigned by the California Secretary of State's Office. This information is used to check if a corporation is in good standing and qualified to conduct business in California.   |
| <b>9</b>              | Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.  |
| <b>10</b>             | Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.   |
| <b>11</b>             | Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.  |
| <b>12, 13, 14, 15</b> | Must be completed. These items are self-explanatory.  |
| <b>16</b>             | This information is requested by CALCTRA Accounting. If certified as a Small Business Enterprise/Micro Business, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veteran Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box.                   |



### **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 a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; **and** b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

|   |  |                          |
|---|--|--------------------------|
| <i>Company/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>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> |                          |



**ECONOMIC SANCTIONS CERTIFICATION**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions against Russia and Russian entities and individuals. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

As a potential vendor, contractor, or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury websites (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions> and <https://home.treasury.gov/news/press-releases/jy0608>). Failure to comply may result in the termination of purchase orders, contracts, or grants, as applicable.

**In order to be eligible to submit a bid, proposal, or conduct business with CALCTRA, please complete the following certification and return with your bid documents or as otherwise requested.**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that the prospective proposer/bidder named below **is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any, 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> |                          |

**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 Correctional Training and Rehabilitation Authority

**UNIT/SECTION**

Business Services Section (BSS)

**MAILING ADDRESS**

560 East Natoma Street

**FAX****TELEPHONE** (include area code)

(916) 358-2755

**CITY**

Folsom

**STATE**

CA

**ZIP CODE**

95630

**E-MAIL ADDRESS**

bsshelpdesk@calctra.ca.gov



**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: [wscs.gen@ftb.ca.gov](mailto:wscs.gen@ftb.ca.gov)

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

Website: [www.ftb.ca.gov](http://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.

**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)**

|   |  |
|---|--|
| <b>NAME</b> (Required. Do not leave blank.)   | <b>TAX ID NUMBER</b> (Required)<br>SSN, ITIN, or FEIN that matches Tax ID number provided on STD 204 |
| <b>BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME</b><br>(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.**

|          |  |              |                 |
|----------|--|--------------|-----------------|
| <b>1</b> | <b>REMITTANCE ADDRESS</b> (number, street, apt or suite no.) |              |                 |
|          | <b>CITY</b>  | <b>STATE</b> | <b>ZIP CODE</b> |
| <b>2</b> | <b>REMITTANCE ADDRESS</b>                                    |              |                 |
|          | <b>CITY</b>  | <b>STATE</b> | <b>ZIP CODE</b> |
| <b>3</b> | <b>REMITTANCE ADDRESS</b>                                    |              |                 |
|          | <b>CITY</b>  | <b>STATE</b> | <b>ZIP CODE</b> |
| <b>4</b> | <b>REMITTANCE ADDRESS</b>                                    |              |                 |
|          | <b>CITY</b>  | <b>STATE</b> | <b>ZIP CODE</b> |
| <b>5</b> | <b>REMITTANCE ADDRESS</b>                                    |              |                 |
|          | <b>CITY</b>  | <b>STATE</b> | <b>ZIP CODE</b> |

**Additional Contact Information**

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

|          |                                      |              |
|----------|--------------------------------------|--------------|
| <b>1</b> | <b>CONTACT NAME</b>                  |              |
|          | <b>TELEPHONE</b> (Include area code) | <b>EMAIL</b> |
| <b>2</b> | <b>CONTACT NAME</b>                  |              |
|          | <b>TELEPHONE</b>                     | <b>EMAIL</b> |
| <b>3</b> | <b>CONTACT NAME</b>                  |              |
|          | <b>TELEPHONE</b>                     | <b>EMAIL</b> |

**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.*

|  |              |                                      |
|--|--------------|--------------------------------------|
| <b>NAME OF AUTHORIZED PAYEE REPRESENTATIVE</b><br>(Print or Type name) | <b>TITLE</b> | <b>E-MAIL ADDRESS</b>                |
| <b>SIGNATURE</b><br><br>X _____  | <b>DATE</b>  | <b>TELEPHONE</b> (Include area code) |

**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.

## **NOTICE OF MATERIAL SAFETY DATA SHEET REQUIREMENTS**

State Law (Labor Code Section 6360 et seq.) requires employers to have information regarding hazardous or potentially hazardous substances in the workplace on file or readily available to them. In order to assist employers to comply with this requirement, the Department of Industrial Relations has compiled a list of hazardous substances.

Some or all of the products listed on this Invitation for Bid appear on the Hazardous Substances List. Consequently, the successful bidder may be required to finish a Material Safety Data Sheet (MSDS) for these products. A Material Safety Data Sheet is supplied by the manufacturer of a substance and lists the manufacturer's name and address, the name, chemical and physical properties of the material, and the potential hazards, safeguards and procedures to follow in case of accident or overexposure.

Vendor agrees to send a Material Safety Data Sheet for each applicable product to the Procurement Division and to each State or local agency to which the product is delivered, per Purchase Order instructions (PIA-099), which will be provided with the Purchase Order award.

\_\_\_\_\_ YES

\_\_\_\_\_ NO

Failure to agree to this requirement may result in your bid being considered non-responsive and it may be rejected.

## Postconsumer Recycled-Content Certification

|                                     |         |
|-------------------------------------|---------|
| To be completed by the State agency |         |
| State Agency:                       |         |
| Purchasing Agent:                   | PO #:   |
| Phone:                              | E-mail: |

The State Agency Buy Recycled Campaign (SABRC) is a state mandated program that requires the reporting of all purchases made within 16 specified product categories. All state agencies are required to verify the recycled-content of all products purchased within each of these categories.

All businesses shall certify the minimum percentage in writing to the contracting officer or his or her representative, if not the exact percentage, of postconsumer recycled-content (PCRC) material in the products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the minimum content requirements specified in law (see reverse side). The certification shall be furnished under penalty of perjury. The certification shall be provided regardless of content, even if the product contains no recycled material. A State agency may waive the certification requirement if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet website.

Public Contract Code sections 12205(a)(1), (2), (3) and (b)(1), (2), and (3)

Contractor/Company Name \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

| Purchase Order #<br>RFQ #<br>RFP #<br>IFB #<br>Cal Card Order # | Item # | Product or Services Description | <sup>1</sup> Percent Postconsumer Recycled-Content Material | <sup>2</sup> SABRC Product Category Code | Meets SABRC              |
|---|--------|---------------------------------|---|--|--------------------------|
|   |        |                                 |   |  | <input type="checkbox"/> |
|   |        |                                 |   |  | <input type="checkbox"/> |
|   |        |                                 |   |  | <input type="checkbox"/> |
|   |        |                                 |   |  | <input type="checkbox"/> |
|   |        |                                 |   |  | <input type="checkbox"/> |
|   |        |                                 |   |  | <input type="checkbox"/> |

Pursuant to Public Contract Code 12205(b)(1), I certify under penalty of perjury under the laws of the State of California that the above information is true and correct.

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

### FOOTNOTES:

1. "Postconsumer recycled-content material" is defined as products that were bought, used, and recycled by consumers. For example, a newspaper that has been purchased, recycled, and used to make another product would be considered postconsumer material.
2. "Product category" refers to one of the categories listed below, into which the reportable purchase is best placed.
3. If the product does not belong in any of the product categories, enter "N/A." Common "N/A" products include wood products, aggregate, concrete, and electronics such as computers, TV, software on a disk or CD, and telephones.
4. For reused or refurbished products, there is no minimum content requirement. (PCC 12209(I))

| Code* | Product Categories           | Product Subcategories        | Product Examples in each SABRC Category (PCC 12207)<br>Examples include, but are not limited to, these individual products/materials.  | Minimum Post-Consumer Content Requirement per Statute (PCC 12209)  |
|-------|------------------------------|------------------------------|--|--|
| 1A    | Paper Products               | Toilet Paper                 | Toilet paper.  | 45 percent by fiber weight post-consumer fiber.  |
| 1B    | Paper Products               | Paper Towels                 | Paper towels.  | 40 percent by fiber weight post-consumer fiber.  |
| 1C    | Paper Products               | Facial Tissues               | Facial tissue.   | 10 percent by fiber weight post-consumer fiber.  |
| 1D    | Paper Products               | Toilet Seat Covers           | Toilet seat covers.  | 20 percent by fiber weight post-consumer fiber.  |
| 1E    | Paper Products               | General Purpose Paper Wipes  | General purpose paper wipes.   | 40 percent by fiber weight post-consumer fiber.  |
| 1F    | Paper Products               | Food Serveware               | Napkins, plates, bowls, food trays, takeout boxes, and placemats.  | 40 percent by fiber weight post-consumer fiber.  |
| 1G    | Paper Products               | Miscellaneous Paper Products | Cartons, wrapping, packaging, file folders, hanging folders, building insulation and panels, corrugated boxes.   | 30 percent by fiber weight post-consumer fiber.  |
| 2     | Printing and Writing Papers  | Printing and Writing Papers  | Copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications.  | 30 percent by fiber weight post-consumer fiber.  |
| 3A    | Soil Amendments and Toppings | Compost                      | Soil amendments, soil conditioner for potting or plant mix, organic materials used for water conservation; organic materials such as biosolids or other comparable substitutes such as livestock, horse, or other animal manure, food residues or fish processing byproducts; mechanical breakdown of materials.   | 80 percent recovered material that would otherwise be normally disposed of in a landfill.  |
| 3B    | Soil Amendments and Toppings | Mulch                        | Ground covers, weed suppressants.  | 80 percent recovered material that would otherwise be normally disposed of in a landfill.  |
| 4A    | Glass Products               | Glass Products               | Windows, test tubes, beakers, laboratory or hospital supplies, reflective beads, tiles, construction blocks, desktop accessories, flat glass sheets, loose- grain abrasives, deburring media, liquid filter media, and containers.   | 25 percent post-consumer, by weight.   |
| 4B    | Glass Products               | Fiberglass                   | Fiberglass (insulation),   | 30 percent post-consumer, by weight.   |
| 5     | Lubricating Oils             |                              | Intended for use in a crankcase, transmission, engine, power steering, gearbox, differential chainsaw, transformer dielectric, fluid, cutting, hydraulic, industrial, or automobile, bus, truck, vessel, plane, train, heavy equipment, or machinery powered by an internal combustion engine.   | 70 percent re-refined base oil.  |
| 6     | Plastic Products             |                              | Printer or duplication cartridges, diskette, carpet, office products, plastic lumber, buckets, wastebaskets, containers, benches, tables, fencing, clothing, mats, packaging, signs, posts, binders, sheet, buckets, building products, garden hose, and trays.  | 20 percent postconsumer, by weight, is remanufactured or has a take back program.  |
| 7A    | Paint:                       | Low-VOC: < 50 grams/liter    | Water-based paint, graffiti abatement, interior and exterior, and maintenance.   | 50 percent post-consumer paint.  |
| 7B    | Paint:                       | Other VOC: > 50 grams/liter  | Water-based paint, graffiti abatement, interior and exterior, and maintenance.   | 50 percent post-consumer paint.  |
| 8     | Antifreeze                   |                              | Recycled antifreeze, and antifreeze containing a bittering agent or made from polypropylene or other similar non-toxic substance.  | 70 percent post-consumer material.   |
| 9     | Tires (Retreaded tires)      |                              | Truck and bus tires, and those used on fleet vehicles (and passenger cars where available).  | Retreaded: Must use an existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400). |
| 10    | Tire- Derived Products       |                              | Flooring, mats, wheelchair ramps, playground surfacing, sports surfacing, parking bumpers, bullet traps, hoses, bumpers, truck bedliners, pads, walkways, tree ties, wheel chocks, rollers, traffic-related products, mudflaps, accessibility ramps, paths and sidewalks, animal care products, including, but not limited to, horse arena surfacing, stall mats, cow mats, and equestrian barn and breezeway flooring, artificial turf, landscaping and rubber mulch, outdoor surfacing, pavers and tiles, and posts. | 50 percent recycled used tires.  |
| 11A   | Metal Products               | Metal Products               | Staplers, paper clips, steel furniture, desks, pedestals, scissors, jacks, rebar, pipe, plumbing fixtures, chairs, ladders, file cabinets, shelving, containers, lockers, sheet metal, girders, building and construction products, bridges, braces, nails, and screws.  | 10 percent post-consumer material, by weight.  |
| 11B   | Metal Products               | Vehicles                     | Vehicles.  | 10 percent post-consumer material, by weight.  |
| 12    | Building Finishes            | Open Office Panel Systems    | Open office panel systems.   | Middle range of state contracts.   |
| 13    | Carpet                       |                              | Carpet   | Determined by DGS and Posted in SCM.   |
| 14A   | Erosion Control Products     | Compost Filter Socks         | Compost filter sock.   | 100 percent post-consumer material.  |
| 14B   | Erosion Control Products     | Compost Blanket              | Compost blanket, layer of compost protecting bare soil surfaces.   | 100 percent post-consumer material.  |
| 14C   | Erosion Control Products     | Hydraulic Mulch              | Hydraulic mulch or erosion control process that uses fiber slurry and tackifier.   | 100 percent post-consumer material.  |
| 15A   | Textiles                     | Textiles                     |  | 0 percent post-consumer material.  |
| 15B   | Textiles                     | General Textile Wipes        | General purpose wipes.   | 100 percent post-consumer material.  |
| 16A   | Pavement Surfacing           | Rubberized Pavement Surfaces | Rubberized asphalt concrete and chip seal.   | 15 percent post-consumer material.   |
| 16B   | Pavement Surfacing           | Recycled Asphalt Pavement    | Recycled Asphalt Pavement  | 25 percent post-consumer material.   |

\*It is each agency's prerogative to assign internal codes/object codes for post-consumer recycled content products based on their internal paper or computer tracking systems.

For additional information, please visit [www.CalRecycle.ca.gov/BuyRecycled/StateAgency/](http://www.CalRecycle.ca.gov/BuyRecycled/StateAgency/)