

Section 3: Additional RFP Documents

ATTACHMENT 1: Additional Contractor Responsibilities

A. Fiscal System

1. The Contractor shall establish an internal, administrative fiscal system for the ongoing management of the Agreement budget.
2. The Contractor shall submit monthly invoices for the previous month's expenses on or before the 15th of the following month.
3. The Contractor will be responsible for all travel costs of Contractor personnel, and adequately and reasonably cover travel expenses. Travel expense reimbursement rates must be provided to personnel prior to the commencement of AIC programming. Information about [travel reimbursement rates](#) on the CalHR website may serve as an informational model.
4. The Contractor will be responsible for training expenses associated with CDCR and supplemental training.

B. Administration

1. The Contractor and/or each proposed Arts Provider from the Contractor must have an expertise in one or more disciplines of cultural, visual, performing, media or literary arts. Demonstration of expertise in the arts may include, but is not limited to, any of the following: work experience; professional training and/or mentorship; higher education training and degrees; teaching artist experience. The Contractor and/or each proposed Arts Provider from the Contractor must have actively participated in the expertise art form(s) for at least three years.
2. The Contractor shall provide materials and supplies associated with the AIC programming; the State shall not pay for or supply materials outside the contract.
3. The Contractor shall work cooperatively with CDCR and the CAC and any other public or private entities identified by CDCR or the CAC.
4. The Contractor shall comply with all applicable laws, rules and regulations regarding confidentiality of Participants' records and information.
5. The Contractor shall adhere to all CDCR rules and policies, including the [California Code of Regulations, Title 15 \(15\)](#). Also see the information about [operations in facilities](#).

6. The Contractor shall ensure that the Contractor's personnel not report to the institution on State observed holidays without explicit permission and coordination with CDCR institution managers. [Currently the State observes the following holidays](#): New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Day after Thanksgiving, and Christmas Day. If the holiday falls on a Saturday, there will be no program closure. If a holiday falls on a Sunday, the holiday will be observed, and the program will be closed on the following Monday.
7. The Contractor shall ensure that all subcontractors adhere to all requirements of this Agreement.

C. Services/Programming

1. The Contractor will provide AIC programming to Participants at the CDCR facilities noted in the IV. Scope of Work (page 5).
2. The duration and intensity of the programming will be proposed by the Contractor, and subject to the approval and by CDCR and the CAC. The Contractor will adjust the amount of time of workshops, number of workshops, and duration of programming in conjunction with the programming hours determined by CDCR at each facility AIC programming is being provided.
3. Contractor staff will work cooperatively with CDCR and any other public or private entities identified by CDCR and/or the CAC.
4. The Contractor and personnel will comply with all applicable laws, rules and regulations regarding confidentiality of Participants' records and information.
5. Contractor personnel shall always be physically present for any activities where Participants are present, unless the program has a CDCR approved sponsor for approved Inmate Leisure Time Activity Groups (ILTAG).
6. The group size for each program component shall ideally be 12:1 Contractor facilitator to Participant ratio or fewer. This ratio is ideal to ensure the fidelity of the curriculum in most circumstances, although exceptions may be made on a case-by-case basis depending upon the programming.
7. The Contractor will provide the necessary materials, equipment and supplies needed to implement the AIC programming, with such materials receiving CDCR approval for usage by Participants in the CDCR facilities. The regulations in the California Code of Regulations, Title 15, Article 2 "Handicraft," will apply to the materials, equipment and supplies used in the participation in the AIC program. If equipment and/or materials proposed by the Contractor are

- not approved by CDCR for usage by Participants in the CDCR facilities, the Contractor will find alternative equipment and/or materials to provide AIC programming. If the Contractor does not utilize alternative and approved materials and/or equipment, the Contractor may be sanctioned for non-compliance.
8. Homework may be assigned as deemed necessary or helpful by the Contractor, and if appropriate and approved by CDCR, and within CDCR regulations.
 9. Contractor personnel shall ensure the following conditions are met during the AIC programming:
 - Maintain a consistent and supportive environment for both staff and the Participants;
 - Maintain appropriate and professional boundaries between staff and the Participants;
 - Serve as an appropriate role model for the Participants;
 - Develop programming with Participants that is mutual and collaborative, individualized and responsive to all parties changing needs; and
 - Maintain confidentiality.
 10. Contractor personnel will conduct exit interviews with AIC Participants and provide qualitative and quantitative information to the CAC and to CDCR, if requested.

D. Program Operating Hours

The Contractor shall be prepared to provide services on the days and times as requested by CDCR. CDCR will provide the Contractor at least 15 days notice prior to activation of evening or weekend programming to allow the Contractor to make necessary staffing changes.

The Contractor shall submit any proposed temporary change to the operating hours at least 72 hours in advance to the appropriate CDCR staff and managers at the institution where the programming is provided. The Warden or his/her designee and the Chief, In-Prison Programs, must approve all changes to the operating hours. The CAC reserves the right to adjust operating hours under this Agreement to meet the needs of CDCR and the state without processing an Amendment.

E. Information Coordination

Contractor staff providing services to Participants will coordinate with the CAC before AIC programming begins to determine data collection and program reporting procedures. Contractor personnel will fully cooperate and participate in the data collection and program reporting procedures established by CDCR and/or CAC staff.

F. Data Collection and Management

1. The Contractor shall assist CDCR staff and/or CAC staff with the collection and maintenance of demographic, program participation, and program exit data, as appropriate. Data management may include a daily, weekly or monthly count of Participants; progress reports; and attendance reporting. The Contractor will provide appropriate data to CDCR staff on a schedule set by CDCR if necessary. The Weekly Count Report is due to CDCR by close of business each Monday, reporting on the preceding week. If Monday is a holiday, the Weekly Count Report is due to CDCR by close of business on the next business day.
2. The Contractor shall assist in the collection, documentation and reporting of a daily Participant attendance tracking system provided by CAC.

G. Training

1. Contractor personnel will attend the CDCR training/orientation for providing services within CDCR institutions, as determined by CDCR. All hires by the Contractor shall receive the initial orientation to CDCR policies and procedures pursuant to Title 15. There are two types of training for Arts Providers: *Volunteer Training* for new Arts Providers, and *CDCR Annual Refresher (AR)* training for Arts Providers who have previously completed the *Volunteer Training*. The *Volunteer Training* will be at least eight (8) to twelve (12) hours in length. **Training is required prior to beginning AIC workshops.**
2. Contractor personnel shall, when mandated by CDCR, attend additional training provided by CDCR and/or CDCR contracted technical assistance consultants.
3. Contractor personnel must receive AIC supplemental training.
4. Contractor personnel will be available for ongoing in-service training by CDCR, including coordination with other related rehabilitative programs and other services provided in CDCR facilities as appropriate.

H. Personnel

1. The Contractor will provide professional, competent, skilled AIC Arts Providers and staff.
2. Contractor staff responsible for program curriculum delivery must possess the knowledge, skills, and abilities to deliver the curriculum with fidelity.
3. Contractor staff will provide identification information for pre-approval by CDCR for entering and providing services within CDCR facilities in the timeframe determined by CDCR. Contractor staff who have not been pre-approved for entering CDCR facilities may be denied entry, and the Contractor will be responsible for all costs associated with the lost programming and staff time.
4. All Contractor staff working at the institution(s) must meet the security requirements for admission to the institution and obtain the approval of the Warden or the Warden's designee. Staff may possibly be able to include ex-felons, parolees, and probationer; however, it is based upon the discretion of the Warden of the institution.
5. All Contractor staff shall abide by the employee requirements in Title 15, Section 3400, which states that CDCR employees shall not engage in undue familiarity with people in incarceration, parolees, or friends and family of people in incarceration and parolees. Title 15, Section 3415, extends the applicability of CDCR rules and regulations governing the conduct of behavior in associating with people in incarceration to persons who are not employed by CDCR, but are engaged in work at any institution or facility.
6. All Contractor staff shall abide by the employee requirements in Title 15, Section 3401, which states that employees shall not take, deliver or otherwise transmit, either to or from, any person in incarceration or member of an incarcerated person's family; any verbal or written message, document, item, article or substance. Title 15, Section 3415, extends the applicability of CDCR rules and regulations governing the conduct of behavior in associating with people in incarceration to persons who are not employed by CDCR, but are engaged in work at any institution or facility.
7. The Contractor acknowledges that CDCR reserves the right to suspend or terminate security clearances at any time.
8. The Contractor will establish an hourly rate for the staff providing direct programming at CDCR facilities at a **minimum of \$60/hr or more for teaching hours for Low Priority Programs and \$70/hr or more for teaching hours for High Priority Programs**. Travel time should be at least

half the rate of the teaching hours (e.g. \$60/hr rate for teaching hours would be \$30/hr rate for travel time). An hourly rate must be included in the budget for training and class preparation time that is at least equal to half the teaching hours hourly rate. Rates for administration and overhead to fulfill the contract are determined by the Contractor.

9. If Contractor staff are not approved by CDCR to provide services after the initial orientation, or if the staff have their approval rescinded by CDCR, then the Contractor shall provide replacement staff as part of a Corrective Action Plan (CAP). If appropriate replacement staff approved by CDCR are not available or are not approved by CDCR, a termination of the Agreement may result.
10. Contractor staff who provide services within CDCR institutions on a regular basis may be required to be examined or tested or medically evaluated for Tuberculosis (TB) in an infectious or contagious stage. Regular basis is defined as having contact with people in incarceration in confined quarters more than once a week. The Contractor may be required to furnish to CDCR, at no cost to CDCR, a form CDCR 7336, "Employee Tuberculin Skin Test (TST) and Evaluation," prior to commencement of services, showing that Contractor staff providing services have been examined and found free of TB in an infectious stage. The form CDCR 7336 will be provided by CDCR upon request by the Contractor.
11. CDCR reserves the right to conduct fingerprinting and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit the agency (and/or its employees) providing services access to CDCR premises. CDCR further reserves the right to terminate the Agreement should a threat to security be determined.
12. The agency providing services shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood borne pathogens.

I. Cultural Competency, Equity, and Inclusion

1. The Contractor shall operate a culturally competent program that responds to people of all cultures, disabilities, ethnicities, genders, languages, sexual orientations, socio-economic classes and any other of factors in a manner that recognizes, affirms, and values their worth.

2. The Contractor will demonstrate an awareness and understanding of the ways socio-economic, systemic, and institutional barriers have prevented the full participation of some groups from the creation, participation, and enjoyment of art. Contractors will create training plans and provide their personnel professional development opportunities to ensure their organization's policies, practices, and actions are culturally competent, equitable, and inclusive, and improve the root causes of disparities within our society.
3. The Contractor will seek to prioritize cultural competency, equity, and inclusion by acknowledging and addressing implicit bias in order to improve the lives and communities of all people.

J. Monitoring

The Contractor will conference with the CAC in person, by telephone, or by email as often as necessary, but not less than monthly, to review program implementation, contract monitoring, and compliance.

Additionally, Contractor personnel will monitor and report utilization and information about Participants according to CDCR policies and procedures, and shall collect, document, and report daily Participant attendance and provide to the designated CDCR staff member.

K. Release of Information

All information, reports, writings, summary documents, (POI) press releases shall be submitted to the CAC and to CDCR for review and approval prior to dissemination. The Contractor may consult with CDCR and the CAC in the development of any data, information or material to be released to the public, news, media, professional groups. The Contractor shall exercise sound judgment when posting to social media and adhere to general posting guidelines and protocol, including the avoidance of content that is graphic, obscene, abusive, or hateful on the basis of race, ethnicity, national origin, sexual orientation, gender, gender identity, religious affiliation, age, or disability; or intended to defame or discriminate against anyone or any organization; solicitous or advertising content; content encouraging illegal activity.

L. Performance Measures

The Contractor's performance shall be documented by the CAC program staff. The CAC staff, in consultation with CDCR, will provide an assessment of programming to the Contractor. If the CAC identifies deficiencies or non-compliance, the Contractor shall be required to complete and return a CAP and monitor timely

compliance with required actions. The Contractor will complete a final report at the end of the contract, as administered by the CAC.

M. Failure to Perform Services

Should the Contractor fail to adequately perform the services under the terms of the Agreement and CDCR policies and procedures, the Contractor shall not be permitted to continue to perform services. The CAC and/or CDCR shall state in writing the reasons the Contractor does not meet the Agreement standards and/or CDCR policies and procedures.

The CAC will not be required to pay the Contractor for any hours worked by personnel during the period of inadequate performance. The Contractor is required to comply with any CAP issued as a result of a performance evaluation.

Failure to provide and/or improve services within the timeframe established in the CAP may result in sanctions for non-compliance. Continued failure may result in a termination of the Agreement.

N. Sanctions for Non-Compliance

The Contractor shall be evaluated for compliance. If the Contractor is out of compliance, the Contractor may be subject to one or more of the following sanctions:

1. An in-depth program assessment with a CAP to remedy deficiencies.
2. A CAP requiring mandatory assessment and training provided by the CAC, a training organization identified by the CAC, CDCR, or a technical assistance contractor identified by CDCR. The costs of the technical or training assistance may be charged to the Contractor.
3. Reimbursement to the State for costs incurred by the Contractor's failure to perform.
4. Immediate fiscal audit of the program.
5. Immediate program services audit by the CAC or CDCR and any consultant utilized by the State for this purpose, with costs charged to the Contractor.
6. When the Contractor is out of compliance, the CAC may, in its discretion, withhold up to 10 percent of the charges for the work which is out of compliance, as security for the correction of that deficiency. When the Contractor recovers compliance, the amount withheld will be remitted with the next invoice.
7. Termination of the Agreement.

O. Employment Practices, Policies, and Procedures

1. The Contractor shall develop and maintain written policies related to employment practices in the areas of:
 - Work hours
 - Staff benefits (i.e. vacation, sick leave, insurance, retirement, etc.)
 - Promotions
 - Pay increases
 - Hiring and termination conditions
2. Performance evaluations shall be conducted on a regular basis, documented, and retained in personnel files.
3. The Contractor shall complete and submit (electronically or hard-copy) the following employee policies and procedures within 60 days of the Agreement award:

Discrimination Clause and Sexual Harassment Policy: The Contractor shall have a written sexual harassment policy in compliance with State of California policy and procedures and state/federal laws. The Contractor shall not discriminate against any employee or job applicant because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, gender or sexual orientation.

Nepotism Policy: The Contractor shall have a written policy on nepotism in compliance with State of California regulations, policy and procedures that prohibits direct supervision and work performance evaluations of immediate family members. This policy also applies to all subcontract relationships. Exceptions to this policy shall require written approval by the CAC based on the Contractor's written request with supporting justification.

Fraternalization Policy: The Contractor shall establish written policy and procedures in compliance with CDCR policy and procedures, which prohibits employees and Contractors from fraternizing with people in incarceration and their families.

Employee Grievance and Appeals Procedures: The Contractor shall establish an employee grievance procedure to address unresolved labor issues.

P. Intellectual Property Considerations

California Penal Code (PC) Section 2601 shall govern all artwork created by Participants and service providers in the AIC program.

1. Artwork created by Participants in the AIC program will remain the intellectual property of the individual who created the artwork, as consistent to PC Section 2601. "Artwork" broadly includes for the purpose of this Agreement:
 - visual arts (drawings, paintings, carvings, and sculpture),
 - performing arts (plays, music, dance, choreography),
 - media arts (video, photography, graphic design), and
 - literary arts (poetry, books, and drama scripts).
2. The regulations in the California Code of Regulations, Title 15, Article 2 "Handicraft," will apply to the participation in the AIC program and the artwork created by Participants in the program.
3. The State of California will seek reproduction rights for programmatic and publicity purposes. The Contractor, in cooperation with CDCR staff, will obtain appropriate paperwork to this effect from each AIC Participant and submit paperwork to the CAC and/or CDCR.
4. The Contractor may be allowed reproduction rights for programmatic and publicity purposes only with explicit permission from the CAC, CDCR, and the individual artwork creator(s).
5. Artwork created by Participants may be retained by the artwork creator unless deemed by CDCR to be applicable to the [California Code of Regulations, Title 15](#), Section 3152 "Unauthorized or Dangerous Material" or other restrictions, including in Article 2 "Handicraft."
 - If unauthorized state materials have been used in the creation of artwork, the item may be impounded pending disciplinary action and reimbursement by the Participant for materials used.
 - A Participant will not be permitted to retain in his or her personal possession artwork if CDCR determines such artwork may be categorized as Contraband, as defined in the California Code of Regulations, Title 15, Section 3006. Any such artwork will be confiscated and disposed of in accordance with the provisions of Section 3006(c) or providing there is no conflict with the regulations governing mail and artwork as set forth in Subchapter 1, Articles 2 and 4 of these regulations, the artwork and related material may be sent to a person outside the correctional facility as designated by the Participant.

Q. Additional Provisions

Budget Contingency Clause - State

- a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to the Contractor to reflect the reduced amount.

Budget Contingency Clause - Federal

- a) It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- b) This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the **fiscal year 2018-19** for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- c) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- d) The department has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

Disputes Resolution

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the

- disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. The Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. If this Contract is for information technology Goods and/or services, the decision may be appealed to the Executive Committee of State and Contractor personnel.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. The Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.
- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

Amendments

No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

Contractor Evaluations

The Contractor's performance will be evaluated and documented using the following guidelines:

- a) One Contract/Contractor Evaluation, form STD 4, must be prepared within 60 days of the completion of the contract.
 - b) The agency shall document the performance of the Contractor in doing the work or in delivering the services for which the contract was awarded.
 - c) The evaluations shall remain on file by the agency for a period of 36 months. If the Contractor did not satisfactorily perform the work or service specified in the contract, the agency conducting the evaluation shall place one copy of the unsatisfactory evaluation form in a separate agency contract file and send one copy of the form to DGS/OLS within five (5) working days of completion of the evaluation.
 - d) Upon filing an unsatisfactory evaluation with DGS/OLS, the State agency shall notify and send a copy of the evaluation to the Contractor within 15 days. The Contractor shall have 30 days to submit a written response to the evaluation to the agency in the department under the contract and to send it to the awarding agency and the department. The Contractor's response shall be filed with the evaluation in the agency's separate contract file and in DGS/OLS's files.
- a. The evaluations and Contractor responses on file with the agencies and DGS/OLS are not public records. They should be maintained in a separate file.

Signature of Proposer: _____

ATTACHMENT 2: DataArts CAC Funder Report

Your proposal packet must include a DataArts CAC Funder Report. In order to generate the report, you must have a Funder Profile for your organization on the DataArts website. If you do not currently have a Funder Profile, please note that it is an intensive data entry process. Please allow enough time to complete your Funder Profile and generate your CAC Funder Report prior to the proposal submission deadline.

DataArts website: <https://culturaldata.org/get-started/>

NOTE: While the CAC Funder Report is required, it will not be considered when scoring your proposal. Its purpose is strictly data collection.

ATTACHMENT 3: Proposer References

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed nonresponsive.

List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract. 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
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
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
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

ATTACHMENT 4: Proposal/Proposer Certification

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed nonresponsive.

The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

1. Company Name	2. Telephone Number ()	2a. Fax Number ()		
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 ID No. (FEIN) 8. California Corporation No.				
9. Indicate applicable license and/or certification information: 10. Proposer's Name (Print) 11. Title				
12. Signature		13. Date		
<p>Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:</p> <table border="0"> <tr> <td data-bbox="120 1249 784 1444"> a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____ </td> <td data-bbox="784 1249 1502 1444"> b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____ </td> </tr> </table> <p>NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes".</p> <p>Date application was submitted to OSBCR, if an application is pending:</p>			a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____
a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____			

Instructions for Completion of Proposal/Proposer Certification

Complete the numbered items on the Proposal/Proposer Certification by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	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.
5	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.
6	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.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	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.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 5: Payee Data Record (STD 204)

Your proposal packet must include a completed Payee Data Record. This form is required to set up your organization as a vendor in our financial system. No payment will be made without a Payee Data Record on file.

[Click here to download the Payee Data Record \(STD 204\).](#)

CCC 04/2017

ATTACHMENT 6: Contractor’s Certification Clauses

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1 and is eligible to contract with the State of California.
6. SWEATFREE CODE OF CONDUCT:
 - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
7. **DOMESTIC PARTNERS**: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
8. **GENDER IDENTITY**: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT 7: Darfur Contracting Act

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

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

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Initialing (for Options 1 or 2)</i>	

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

INITIAL

OR

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

INITIAL

OR

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

INITIAL +
CERTIFICATION

CERTIFICATION For # 3

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

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed

Executed in the County and State of

(OPTIONAL) ATTACHMENT 8: Small Business/Micro Business

Certification Letter

This document is only available after acceptance of application to [DGS's Small Business certification process](#), if applicable; nonprofit corporations are not eligible for small business certification. Certification must be complete by April 8, 2019 for consideration.