



1300 I Street, Suite 930  
Sacramento, CA 95814  
916.322.6555 | [www.arts.ca.gov](http://www.arts.ca.gov)

## REQUEST FOR PROPOSAL - Secondary

### Notice to Prospective Proposers

#### Multiple Awards

### Arts in Corrections Program – Coordinating Organizations

#### RFP #2016-02

March 30, 2017

You are invited to review and respond to this Request for Proposal (RFP), entitled **RFP #2016-02, Arts in Corrections Program – Coordinating Organizations**. In submitting your proposal, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions, and Contractor Certification Clauses that may be viewed and downloaded at Internet site [www.ols.dgs.ca.gov](http://www.ols.dgs.ca.gov) (see "Standard Contract Language"). If you do not have Internet access, a hard copy can be provided by contacting the person listed below. The Disabled Veterans Business Enterprise Participation does not apply to this bid.

In the opinion of the California Arts Council (CAC), this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact for this RFP is:

Stephanie Anderson  
California Arts Council  
916-322-6344  
[stephanie.anderson@arts.ca.gov](mailto:stephanie.anderson@arts.ca.gov)

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

Stephanie Anderson  
Program Manager

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## **A. Purpose, Background and Scope of Work**

### **1. Purpose**

The California Arts Council (CAC) and the California Department of Corrections and Rehabilitation (CDCR) enacted an interagency agreement continue to implement an Arts in Corrections (AIC) program in California State Adult Correctional Facilities from June 2017 – June 2018 with the possibility to extend the programs for up to 2 additional years. Funds for this program will come from CDCR's rehabilitation funding.

The AIC program implements visual, literary, and performing arts education curriculum for people incarcerated in CDCR facilities. AIC programs are coordinated by nonprofit arts organizations, arts-related units of government, or other entities that can appropriately coordinate the personnel and curriculum for the AIC program in facilities throughout the state. These organizations are known as AIC Coordinating Organizations. The AIC Coordinating Organizations are responsible for coordinating the implementation of arts instruction by professional artists (Arts Providers) that are rehabilitative in nature. The AIC program also includes training of Arts Providers by CDCR and AIC experts, as well as AIC data collection, research, and other program components.

The purpose of this RFP is to identify and contract with AIC Coordinating Organizations. Multiple contracts are expected to be awarded through this RFP process for Coordinating Organizations. The term of this contract is for one year (June 2017- June 2018), with the intention to amend the contract annually for up to 2 years, contingent upon funding resources and performance of the contractor.

### **2. Background**

Currently in its third year, the CAC's AIC program has become internationally renowned for its high-impact and innovative work in successfully meeting the state's critical public safety needs and priorities. Studies indicate that Arts in Corrections programs can have a positive impact on inmate behavior, increasing critical thinking and positive relationship building. Further, AIC can benefit correctional institutions by improving inmate relations and reducing inmate-staff conflict.

AIC programs currently offer an array of performing, literary, and visual arts disciplines, such as theater, music, creative writing, poetry, painting, drawing, and sculpture. Programming is provided by professional artists (Arts Providers) who are trained in leading rehabilitative programs that are sensitive to the needs and circumstances of incarcerated people and correctional institutions.

CDCR, through an interagency agreement with the CAC, enacted a two-year Arts in Corrections pilot program in fiscal year 2013-14 and fiscal year 2014-15 with a combined \$2.8 million two-year investment. The successful pilot was adopted as an ongoing program for FY 2015-16 with a \$3.6 million investment. The FY 2016-17 investment in Arts in Corrections is \$6 million.

To date, the CAC has reached more than 2,000 inmate participants through the Arts in Corrections program. The additional funding for FY 2016-17 is allowing the CAC to provide more robust programming at the current facilities and will also allow for Arts in Corrections programming to be implemented at all CDCR adult institutions.

#### About the California Arts Council

The CAC, a state agency, is dedicated to building public will and resources for the arts; fostering accessible arts initiatives that reflect contributions from all of California's diverse populations; serving as a thought leader and champion for the arts; and providing relevant programs and services. More information about the agency may be found on the website: [www.arts.ca.gov](http://www.arts.ca.gov).

The CAC, with its mission to advance California through the arts and creativity, provides funding for arts education and community arts programs across California, and provides services for the state's arts community.

### **3. Scope of Services/Goal of RFP**

The goal of this RFP is to identify and contract with appropriate AIC Coordinating Organizations. Coordinating Organizations are nonprofit arts organizations, arts-related units of government, or other entities that can appropriately coordinate the appropriate personnel (Arts Providers) to implement arts curricula for inmate participants for the AIC program.

#### **Arts Forms**

AIC is a comprehensive term to describe the direct instruction and guidance in the creation of and participation in the visual, performing, literary or media arts to inmates in correctional facilities. AIC Arts Providers are professional artists who are highly skilled, trained in their artistic discipline and are experienced teaching artists. Arts forms may include the following: music (vocal or instrumental), dance, theater and related forms (spoken-word poetry, acting workshops), creative writing, visual arts (painting, drawing, sculpture, pottery), and media arts (i.e. photography, film/video).

Restrictions of the correctional setting and the needs of arts instruction, including objects allowed or not allowed within the facilities for safety reasons, restrictions on multi-media devices within institutions, potential facility restrictions or complications should be addressed in the RFP narrative. Proposals with unrealistic expectations of arts materials and/or activities will be scored accordingly during the RFP evaluation process.

#### **Participants**

The Inmate Participants in the AIC program are those incarcerated people who are actively involved in the creation and participation of the arts under the guidance of the AIC Arts Providers. AIC Coordinating Organizations and Arts Providers are responsible for working with the staff at CDCR institutions to identify inmate participants and appropriate space for programs.

### **4. Regions/ Institutions**

The AIC program will take place at all 36 CDCR adult correctional facilities throughout California listed below. In order to ensure that AIC programs are implemented in all institutions and distributed across the state, 16 regions have been established for this RFP. Each region for the AIC program has a list of participating institutions included within that region. RFP proposers are expected to indicate the region and the institutions within that region that they intend to implement programs in. RFP proposers are not required to propose programming in every institution within the prospective region; however, proposals that include all institutions within a region may receive a higher point value in the scoring of those criteria.

**If proposing programs in multiple regions, the proposer must submit a separate proposal for each region.** Proposers may respond to this RFP with multiple proposals to work within multiple regions, but must demonstrate the realistic ability to fulfill contracts within the regions for which they are applying. If one organizations wishes to work in multiple regions, multiple proposals (one for each region) must be submitted.

#### **Institutions within Regions**

The regions and their corresponding facilities for the AIC program are as follows:

##### **Region 1: Upper Coast**

- Pelican Bay State Prison (PBSP)

##### **Region 2: Northern High Desert**

- California Correctional Center (CCC)
- High Desert State Prison (HDSP)

**Region 3: Sacramento Valley**

- California State Prison, Sacramento (SAC)
- Folsom State Prison (FSP)
- Folsom State Prison –Women’s Facility (FSP-W)

**Region 4: San Francisco Bay Area**

- California State Prison, Solano (SOL)
- California Medical Facility (CMF)
- San Quentin State Prison (SQ)

**Region 5: Sierra**

- Mule Creek State Prison (MCSP)
- Sierra Conservation Center (SCC)

**Region 6: San Joaquin Valley**

- Deuel Vocational Institution (DVI)
- California Health Care Facility, Stockton (CHCF)

**Region 7: Central Valley North**

- Central Valley Women’s Facility
- Valley State Prison

**Region 8: Central Coast North**

- Correctional Training Facility (CTF)
- Salinas Valley State Prison (SVSP)

**Region 9: Central Valley Kings**

- California State Prison, Corcoran (COR)
- California Substance Abuse Treatment Facility and State Prison, Corcoran (SATF-CSP)

**Region 10: Central Valley West**

- Pleasant Valley State Prison (PVSP)
- Avenal State Prison (ASP)

**Region 11: Central Coast South**

- California Men’s Colony (CMC)

**Region 12: Central Valley South**

- Kern Valley State Prison (KVSP)
- North Kern State Prison (NKSP)
- Wasco State Prison (WSP)

**Region 13: Los Angeles – North**

- California City Correctional Facility (CAC)

- California State Prison, Los Angeles County (LAC)
- California Correctional Institution (CCI)

**Region 14: San Bernardino/Riverside**

- California Rehabilitation Center (CRC)
- California Institute for Men (CIM)
- California Institute for Women (CIW)

**Region 15: East Riverside**

- Chuckawalla Valley State Prison (CVSP)
- Ironwood State Prison (ISP)

**Region 16: San Diego/Imperial**

- Richard J. Donovan Correctional Facility (RJD)
- Calipatria State Prison (CAL)
- Centinela State Prison (CEN)

A map of all CDCR institutions may be found at: <http://www.cdcr.ca.gov/map/docs/Correctional-and-Rehabilitation-Institutions-with-Parole-Regions.pdf>

## 5. Expected Expertise

Expected expertise and other qualifiers of a vendor for this RFP (a "Proposer") include:

- Extensive experience in the literary, visual and/or performing arts field (arts disciplines may include music, dance, theatre, creative writing, visual arts (2-D or 3-D), media arts, and other disciplines, or a variety of disciplines).
- Ability to provide qualified professional artists ("AIC Providers") who have the arts instruction experience, qualifications, and expertise to fulfill services.
- Ability to provide qualified professional artists ("AIC Providers") who are able to provide services within CDCR institutions – i.e., proposed personnel have no limitations on access due to legal status, probation/parole, or other issues that would jeopardize the Provider's ability to provide services within institutions.
- Ability to manage the administrative needs and aspects of the contract -- i.e. salaries/payments, paperwork and filings for the AIC program with the CDCR institution staff -- and have had at least 5 years of administrative experience of this nature within the last 10 years.
- Ability to adjust AIC programming by Providers based on needs, issues and requirements at the CDCR facilities.
- Ability to provide appropriate training to AIC providers and personnel.
- Ability to provide program information to state employees (CDCR and the CAC) for the evaluative needs of the program (basic data, narrative information, etc.).
- Experience with AIC programs at the state or local level, or experience in providing participatory arts programming in a comparable setting or to comparable clientele.

## 6. Deliverables

1. The contractor(s) resulting from this RFP will provide AIC programming within CDCR facilities to Inmate Participants incarcerated in those institutions. The AIC programming will be determined by the Proposer and detailed in the Proposal Requirements. The contractor(s)

resulting from this RFP will specify in the RFP proposal the facility and/or facilities where programs will occur

2. The contractor(s) resulting from this RFP will also propose program timelines for the AIC curriculum and arts programming, with the contract concluding within 12 months from the onset of the contract date.

Each contractor selected to fulfill this RFP is required to meet all of the responsibilities listed in Attachment 6: "Additional Contractor Responsibilities"

## **B. Minimum Qualifications for Proposers**

- A) The Proposer must be a California-based nonprofit, unit of government, or other entity that can appropriately coordinate the appropriate personnel for the AIC program. If the applicant is a multi-state organization with headquarters in another state, the applicant must have physical offices in California and currently provide services to California residents.
- B) The Proposer and/or each proposed AIC Provider must have an expertise in one or more disciplines of visual, performing, media or literary arts. Demonstration of expertise in the arts must include relevant artistic work samples from the personnel who will provide AIC services. Further demonstration 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; accolades and acknowledgements from organizations recognized in the arts and arts services; receipt and participation in fellowships, residencies and/or similar programs in the arts; recognition in the media and other publications; publication and or presentations on the arts; and other methods of recognition of arts expertise.
- C) Proposer must demonstrate the ability to manage the administrative needs and aspects of the contract -- i.e. salaries/payments, paperwork and filings for the AIC program with the CDCR institution staff -- and have had at least 5 years of administrative experience of this nature within the last 10 years.
- D) The Proposer and/or each proposed AIC Provider must have actively participated in the expertise art form(s) for at least three years.
- E) The proposing organization and/or each AIC Provider must have at least one year of experience in providing participatory arts services in a correctional setting on the state or local level (adult or juvenile), or to a comparable population, or in a comparable setting.
- F) The proposer must provide AIC planning documentation that demonstrates the ability to be flexible in the participatory arts programming based on needs and limitations of the correctional setting.
- G) The proposer must have ability to provide appropriate training to AIC providers and present a training plan for AIC providers that includes attendance at annual AIC conference.
- H) Proposer must complete and submit a DataArts CAC Funder Report at the time of proposal submission. <http://www.culturaldata.org/> The DataArts report will be used to assess the fiscal health of the Proposing organization. The Proposer must first complete a DataArts Funder Profile, and then generate a CAC Arts in Corrections Funder Report and submit with proposal.
- I) Proposer must also agree to and sign the "Additional Contractor Responsibilities" document in Attachment 6.

## C. Proposal Requirements and Information

### 1. Key Action Dates

EVENT	DATE	TIME
RFP Available to Prospective Proposers	March 30, 2017	5:00 p.m.
Optional Webinar Conference	April 7, 2017	2:00 p.m.
Final Date for Submissions of Questions on RFP	April 24, 2017	5:00 p.m.
All Questions answered	May 1, 2017	5:00 p.m.
Final Date for Proposal Submissions	May 15, 2017	5:00 p.m.
Closed Session Committee Review of Proposals	May 17, 2017	8:00 a.m.
Notice of Intent to Award	May 19, 2017	5:00 p.m.
Proposed Award Date	May 26, 2017	12:00 noon

### 2. Optional Pre-Proposal Web-based Conference/Walkthrough

The CAC will conduct a web-based conference/walkthrough (webinar) on this RFP for the AIC Coordinating Organizations on April 7, 2017. Interested parties must RSVP in advance to Shelly Gilbride at [shelly.gilbride@arts.ca.gov](mailto:shelly.gilbride@arts.ca.gov) to participate. The webinar will be recorded and available to the public no later than April 10, 2017.

The CAC will take questions during the webinar, but reserves the right to not respond at that time and to post written responses no later than May 1, 2017, at 5:00 p.m. All questions and responses from this webinar and through the RFP process will be made available to the public.

### 3. Work Schedule Requirements

**Work Plan and Schedule.** The CAC anticipates that the work will start in June 2017 and conclude one (1) year (12 months) after the start date of the contract; depending upon approval of this contract by the California Department of General Services. The contract term is for one year with an option (but not guarantee) to amend the contract for an additional two (2) periods of one year (12 months) or portion(s) thereof. The extension shall be by mutual agreement between the contractor and the State. The terms, conditions and prices for the contract extension shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met, the contract may be terminated at the end of the current contract term.

The timeline and milestones for payment will be developed between the CAC and the contractor once the award of this contract has been finalized. Post-contract award revisions to timeline and finish date are subject to approval by the CAC.

### 4. Proposal Requirements

#### a) AIC Narrative:

- i) Summary Letter (1-2 pages): Introduction to the Proposing Organization. Provide a brief history and summary expressing the organization's ability to meet the requirements of this RFP. The evaluation committee should be able to determine the essence of the proposal and generally how well it meets the requirements by this summary.



- ii) Timeline and Description of AIC activities
  - (1) Timeline and schedule for services and activities: Identification of each major task, necessary subtask, and/or suggest specific milestones by which progress can be measured and payments made.
  - (2) Description of curriculum for AIC services with appropriate instructional plan, and proposal for culmination of programming. Proposers may present multiple shorter-term AIC programming (weeks to a few months) or one longer program, as deemed appropriate by the proposer. The schedule and curriculum of programming for AIC services should account for appropriate planning, training, and flexibility in scheduling. Proposals should be realistic, practical, flexible, and take into consideration the varying factors involved in providing programming in CDCR institutions, including potential limitations on materials and equipment, adjustments in scheduling of services as well as Inmate Participants' schedules, and other factors.
- iii) Quantitative Metrics:
  - (3) # of inmate participants to be served:
  - (4) Provider:Inmate Participant Ratio:
  - (5) # of arts providers
  - (6) # hours of instruction per inmate participant per week:
  - (7) # of weeks of instruction:
  - (8) total # of AIC man-hours of service to inmate participant:
- iv) Facilities: Proposer shall provide information about the CDCR facilities where proposer can provide AIC programming within an identified region. Please include the specific facilities where services will be provided and describe the current relationship to and work in those facilities. Proposers must describe their process to build relationships in any facilities that they do not have experience working in. Proposers must demonstrate the realistic ability to fulfill contracts for all of the institutions for which they are applying.

Ideally a proposer will provide services to multiple facilities. Proposers are not required to propose programming in multiple institutions. Proposers should be flexible and willing to potentially provide comparable services at other facilities should space and/or programming time become unavailable at the proposed institutions. Proposers must demonstrate the realistic ability to fulfill contracts for all of the institutions for which they are applying, including a description of their current relationship to the institutions.
- b) **Demonstration of Minimum Requirements:** Proposer shall complete the Demonstration of Minimum Requirements worksheet.
- c) **DataArts CAC Funder Report (include pdf):** <http://www.culturaldata.org/> The DataArts The Proposer must first complete a DataArts Funder Profile, and then generate a CAC Arts in Corrections Funder Report and submit with proposal.
- d) **Cost Proposal Work Sheet**

## 5. Cost Detail Format and Requirements

The proposed work and associated costs should be broken down by the tasks outlined in the Work Plan and Schedule. **The hourly rate for the staff providing direct programming at CDCR institutions ("AIC Providers") must be set at a minimum of \$40/hr or more for the providing direct AIC services.**<sup>1</sup> Rates for administrative personnel of the project to fulfill the

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<sup>1</sup> The CAC guiding principles are to support California artists and arts organizations, and the California Code of Regulations requires that applicants to the agency's grant programs must have their principal place of business in California. For the purposes of this RFP, the agency is abiding by this guiding principle and regulation.

terms of the contract are determined by the Proposer, and may be included as direct service costs. Additionally, cost proposals should include the required CDCR training time (32 hours for NEO and 8 hours for AR training from CDCR), AIC Training time and reasonable preparation time for AIC Providers.<sup>2</sup> AIC Training plan should include registration costs for annual AIC conference attendance. Rates for overhead to fulfill the contract are determined by the Proposer.

## 6. Submission of Proposal

- a) Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of a proposal.
- b) The proposal package should be prepared by the least expensive method.
- c) All proposals must be submitted under **sealed** cover and sent to CAC by dates and times shown in the **Proposal Requirements and Information - Key Action Dates (page 6)**. Proposals received after this date and time will not be considered.
- d) A minimum of 5 copies plus the original of the proposal must be submitted.
- e) The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
- f) The proposal envelopes must be plainly marked with the RFP number and title, the proposer's firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

J.P. Bidder  
XYZ Consultant Group  
123 Main Street  
Somewhereville, CA 90000

RFP #2016-02  
Arts in Corrections Coordinating Organization  
DO NOT OPEN

- g) If the proposal is made under a fictitious name, business title or abbreviated name, the actual legal name of Proposer must be provided.
- h) Proposals not submitted under sealed cover and marked as indicated may be rejected.
- i) All proposals shall include the documents identified in Section E, Required Attachment Checklist (see page 11). Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements and may be rejected.
- j) Mail or deliver proposals to the following address:

Nicole Sanchez  
California Arts Council  
1300 I St., Suite 930  
Sacramento, CA 95814

Re: "Arts in Corrections Coordinating Organization RFP"

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<sup>2</sup> Please keep the CDCR Training Costs (either NEO or AR, depending upon the experience of the proposed AIC Provider) as a separate line item. This cost will not be included in the cost category for comparative evaluation.

- k) Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- l) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive an immaterial deviation in a proposal. The State's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.
- m) Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- n) An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 3, Proposal/Proposer Certification Sheet, page 17. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- o) A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
- p) A proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an authorized agent. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- q) The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- r) The awarding agency reserves the right to reject all proposals. The agency is not required to award an agreement.
- s) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the RFP requirements.
- t) The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- u) No oral understanding or agreement shall be binding on either party.

## **7. Evaluation Process**

- a) At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
- b) Proposals that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the proposer, may be rejected.
- e) Multiple contracts are expected to be awarded through the RFP process, with the highest-scored responsible and responsive proposal selected first, then the next highest scored responsible proposal, and so on until the contracting needs of the AIC program FY 2017 are met. In the case of a significant imbalance of proposals between institutions (i.e. a large number of proposal for only a few institutions), the CAC may award contracts to the highest scored responsible and responsive proposal to institution.<sup>3</sup> As noted in the State Contracting Manual in section 5.85, "In certain limited circumstances, agencies may develop multi-vendor awards, provided the awards still follow the PCC methodology."

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<sup>3</sup> During the years of the AIC pilot, some institutions had more AIC services available than the institutions were able to program. This was due to a high number of AIC services proposed for a small number of institutions. This provision protects the state's investment to fully utilize AIC contract services based on institution capacity without favoring one specific contractor over another.

## 8. Proposal Evaluation

The CAC expects that there will be multiple Coordinating Organizations that will be selected by RFP through a competitive process to fulfill the needs of the program. Coordinating Organizations may utilize employees of the organization, independent contracts, or a combination of both for the AIC Providers.

Because of the specific experience needed by the contractor in order to fulfill the RFP, the point system set to evaluate Coordinating Organization proposals is defined in this RFP, and follows Public Code Contract process methodology.

### Evaluation Factors

The rating/scoring criteria for the proposals submitted for this RFP include:

- **Qualifications of Arts Providers:** Qualifications and experience of administrative team and staff; artistic merit and experience of Arts Providers, including proficiency in teaching artistry, evidence of craft and history of working with incarcerated people or comparable populations.
- **Qualifications of Administrative Personnel and Management of Applicant Organization:** Evidence of past performance and relevant history as evidenced in demonstration of minimum requirements, quality and relevance of past work; demonstration of ability to fulfill requirements; fiscal and managerial competence of applicant organization as evidenced by DataArts report.
- **Quality of Project Plan and Curriculum:** Breadth and depth of impact of arts program on inmate population, effective timeline, quality of proposed curriculum, clear methodology for evaluating success of AIC program, including identified outcomes, metrics for success, including identifying challenges and methods to address them, and coverage of facilities within region
- **Adequacy of AIC Training Plan:** Plan for training and professional development of AIC Providers. Must include **the following in narrative and in the project budget:**
  - **Training/orientation provided by CDCR** for contractors who provide services within CDCR facilities. There are two types of training for AIC Providers – New Employee Orientation (NEO) for new AIC Providers, and CDCR Annual Refresher (AR) training for AIC Providers who have previously completed the NEO training. The NEO training will consist of at least four (4) days of eight (8) hours each, or 32 total CDCR NEO training hours. The AR training will consist of at least one (1) day of eight (8) hours, or a total of 8 CDCR AR training hours.
  - **AIC Training:** Included in the workplan and budget, all Coordinating organizations will be required to send appropriate staff and providers to 1 AIC convening each year as established by the CAC. Include in your proposed timeline and budget. If new AIC providers are included in the proposal, plan must include details on the training for new providers, including bios of qualified training personnel.
- **Budget Effectiveness and Resource Allocation:** Effective and efficient delivery of quality services is demonstrated by quantitative metrics in relation to budget allocation. The allocation is reasonable and appropriate as is the numbers of inmates served and the number of hours.
- **Cost:** Compensation structure is balanced and structured to maximize inmate participant experience, as indicated by Average man hour of service to Participant ratio\*.
- **Institutional Demand and Readiness:** Indication of where services are proposed to be provided, and demonstration of ability to carry out services in proposed institutions.\*\* Flexibility in programming structure to adapt to different facilities and institution availability

\* PLEASE NOTE: The Average Service-to-Participants-man-hour does not mean the amount paid per hour to the professional teaching artists. The recommended minimum is \$40/hr for direct service, It is a number based on the overall cost proposal (the sum of all costs, including administrative, oversight, management, travel, artists' fees, etc) divided by the number of hours of hands-on instruction and facilitation for the population. More details may be found in the "Proposal Evaluation" section.

\*\* Considerations to ensure that the AIC program reaches all 36 CDCR adult correctional facilities will be taken when evaluating proposals. Details follow in this document.

**The point matrix for these scoring criteria is as follows:**

<u>Rating/Scoring Criteria</u>	<u>Maximum Possible Points</u>
• Qualifications of Arts Providers.....	20
• Qualifications of Administrative Personnel and Management of Proposing Organization.....	20
• Quality of Project Plan and Curriculum.....	20
• Adequacy of Training Plan*.....	10
• Budget Approach and Resource Allocation.....	5
• Cost (Man-Hour Rate for Service to Participants).....	20
• Institutional Demand and Readiness.....	5
<b>Total Possible Points</b>	<b>100</b>

\*PLEASE NOTE: Organizations that receive AIC contracts with Direct Providers who have already received the NEO training provided by CDCR may not need to repeat this training. However, the fact that this training may have been fulfilled for some Direct Providers will not serve as a cost benefit as compared to other organizations that are putting in proposals for the first time or who have qualified AIC Providers for their proposals who have not completed the NEO training. Details on how these costs will be calculated to determine the Cost of Proposal (Average Man-Hour Rate for Service to Participants) will follow in this document.

**Award and Protest**

- a) Notice of the proposed award shall be posted on our website at [www.arts.ca.gov](http://www.arts.ca.gov) and in a public place in the office of the CAC; 1300 I St., Suite 930; Sacramento, CA 95814 for five (5) working days prior to awarding the agreement.
- b) If any proposer, prior to the award of agreement, files a protest with the CAC and the Department of General Services (DGS), Office of Legal Services (OLS), 707 Third Street, 7<sup>th</sup> Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the DGS has decided the matter. It is suggested that you submit any protest by certified or registered mail.
- c) Within five (5) days after filing the initial protest, the protesting proposer shall file with the DGS, OLS and the CAC a detailed statement specifying the grounds for the protest.

**9. Disposition of Proposals**

- a) Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

- b) Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the awarding agency.

#### **10. Agreement Execution and Performance**

- a) Performance shall start not later than 14 days, or on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

### **D. Preference Programs**

**Small Business Preference\*** – [www.pd.dgs.ca.gov/smbus/default.htm](http://www.pd.dgs.ca.gov/smbus/default.htm) Certified, responsive and responsible proposers with State of California Small Business designation will receive an additional 5 % of the total points awarded to the highest scored responsive and responsible non-small business bidder (per State Contracts Manual Volume 1, Chapter 8, Section 8.2). A bidder may claim the Small Business and/or Micro Business preference if the bidder submits a complete application for certification to the DGS/OSDS by 5:00 p.m. on April 8, 2017.

\* Nonprofit organizations are not eligible to receive Small Business Preference. See <http://www.dgs.ca.gov/pd/Programs/OSDS/Nonprofit.aspx>

### **E. Standard Agreement (STD 213)**

Standard Agreement (STD 213) is for reference only. A Sample of the Standard Agreement (STD 213) can be viewed at: [www.ols.dgs.ca.gov](http://www.ols.dgs.ca.gov) (see "Forms"). It does not need to be filled out and submitted at this time.

Standard contract language (General Terms and Conditions: GTC-610) referred to in STD 213 may be viewed at: [www.documents.dgs.ca.gov/ols/GTC-610.doc](http://www.documents.dgs.ca.gov/ols/GTC-610.doc)

### **F. Required Attachments**

Refer to the following pages for links to Required Attachments 1-9, that are a part of this agreement.

## ATTACHMENT 1: REQUIRED ATTACHMENT CHECK LIST

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

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

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	AIC Narrative
_____ Attachment 3	Demonstration of Minimum Requirements
_____ Attachment 4	CAC DataArts Funder Report
_____ Attachment 5	Proposal/Proposer Certification Sheet
_____ Attachment 6	Cost Proposal Worksheet
_____ Attachment 7	Proposer References
_____ Attachment 8	Additional Contractor Responsibilities (Signed)
_____ Attachment 9	Payee Data Record (STD 204) can be found on the Internet at: <a href="http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf">http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf</a>
_____ Attachment 10	Contractor's Certification Clauses (CCC 307) can be found on the Internet at: <a href="http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx">http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx</a> (see "Contractor Certification Clauses effective 3/28/2007").
_____ Attachment 11	Darfur Contracting Act can be found on the Internet at: <a href="http://www.documents.dgs.ca.gov/pd/poliproc/darfurpcc10478.doc">www.documents.dgs.ca.gov/pd/poliproc/darfurpcc10478.doc</a>
_____ Attachment 12	OPTIONAL. Small Business/Micro Business certification letter from DGS/OSDS (available after acceptance of application to DGS's Small Business certification process; nonprofit corporation are not eligible for certification; see more at <a href="http://www.dgs.ca.gov/pd/Programs/OSDS/SBEIeligibilityBenefits.aspx">http://www.dgs.ca.gov/pd/Programs/OSDS/SBEIeligibilityBenefits.aspx</a> )

**This checklist is not meant to be exhaustive. If the proposer needs to add additional documents to satisfy the need for information as outlined in this RFP or desires to add information in order to make the bid more competitive, the proposer should do so.**

**ATTACHMENT 3: DEMONSTRATION OF MINIMUM REQUIREMENTS**

- 1) Proposing Organization Information:
  - a. Knowledge and familiarity working with incarcerated people, the Department of Corrections and Rehabilitation, or comparable populations.
  - b. Evidence of expertise of the in presenting or delivering services in visual, performing, media or literary arts, and evidence of success in recruiting and retaining qualified Arts Providers
  - c. Description of project management capacity in order to effectively manage the administration, resources, relationships and deliverables required as a part of this RFP.
- 2) Provide information about the proposed Arts in Corrections personnel:
  - a. Bios of all proposed Arts \Providers that demonstrate both artistic and service experience. Bios should include evidence that the Arts Providers have actively participated in their art form for at least five years and have provided arts services in correctional settings or comparable settings for at least one year.
  - b. Bios of administrative personnel of Proposing Coordinating Organization that demonstrate ability to manage the AIC program.
- 3) Provide a planning document that demonstrates the ability to build relationships and programs in CDCR facilities, and be flexible in the participatory arts programming based on needs and limitations of the correctional setting
- 4) Provide artistic samples of the proposed Arts Providers of the Proposing Organization who will provide direct services within institutions. (Please include these on a USB drive along with application)
- 5) Training Plan: Description of training protocol for new AIC Arts Providers, and professional development for existing providers if applicable. Please include brief description of AIC training curriculum, timeline for training and bios of trainers.

*(please use additional or substitute pages as needed)*



**ATTACHMENT 5: PROPOSAL/PROPOSER CERTIFICATION SHEET**

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

**Do not return Section C, Proposal Requirements and Information (pages 1 through 8) or the "Sample Agreement" at the end of this RFP.**

- A. Place all required attachments behind this certification sheet.
- B. 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.

**An Unsigned Proposal/Proposer Certification Sheet May Be Cause For Rejection**

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. <b>Signature</b>	13. Date	
Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
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: _____	
<b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is checked "Yes".		
Date application was submitted to OSBCR, if an application is pending:		

**Instructions for Completion of Proposal/Proposer Certification Sheet**

Complete the numbered items on the Proposal/Proposer Certification Sheet 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 6: COST PROPOSAL WORKSHEET\*\***

<b>DIRECT LABOR COSTS :</b>			
<b>Artistic (AIC Providers)</b>	<b>Hours @</b>	<b>Rate</b>	<b>Total</b>
Name and Title			
Name and Title			
Name and Title			
<b>Administrative</b>			
Name and Title			
Name and Title			
<b>Direct Labor Subtotal</b>			
<b>TRAINING COSTS:</b>			
<b>CDCR Training</b>			
Name and Title			
Name and Title			
Name and Title			
<b>CDCR Training Subtotal</b>			
<b>AIC Training</b>			
Conference: Number of AIC Providers Attending*		\$300	
Other AIC Training Personnel			
Name and Title			
Name and Title			
<b>OTHER DIRECT COSTS</b>			
Travel Costs (Itemized)			
Equipment and Supplies (Itemized)			
Other Direct Costs (Itemized)			
<b>INDIRECT COSTS (OVERHEAD AND FRINGE BENEFITS)</b>			
Overhead Rate			
Fringe Benefits			
<b>TOTAL COSTS</b>			
<b>TOTAL COSTS W/O CDCR TRAINING (Use for calculation below)</b>			
<b>AVERAGE COSTS</b>			
Number of Inmate Participants to be served			
Number of Man-hours of Service to Participants			
Average Cost of Man-Hours of Service to Participants (W/O CDCR Training \$)			

\*Appropriate AIC providers and personnel are expected to attend an annual AIC conference. Build \$300 in registration costs for each conference attendee. Add estimated travel costs for the conference into itemized travel costs.

\*\* Append to this page as needed using additional paper for more individuals and their job titles/labor categories. Direct labor can include project administration. Proposers may use this worksheet as a guide to create their own detailed budget. A detailed budget, estimation of service hours versus travel, training and preparation, and cost breakdown of other related expenses is welcome but not required.

**ATTACHMENT 7: 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 Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	

Brief Description of Service Provided

**REFERENCE 2**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	

Brief Description of Service Provided

**REFERENCE 3**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	

Brief Description of Service Provided

## **ATTACHMENT 8: Additional Contractor Responsibilities**

### **A. Fiscal System**

1. Contractor shall establish an internal, administrative fiscal system for the ongoing management of the Agreement budget.
2. Contractor shall submit monthly invoices for the previous month's expenses on or before the 10th of the following month.
3. 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 for state employees may be found at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>, and may serve as an informational model.
4. Contractor will be responsible for training expenses associated with CDCR and AIC training.

### **B. Administration**

1. Contractor is a California-based nonprofit, unit of government, or other entity that can appropriately coordinate the appropriate personnel for the AIC programming. If the Contractor is a multi-state organization with headquarters in another state, the applicant must have physical offices in California and provide services to California residents.
2. Contractor and/or each proposed AIC Provider from the Contractor must have an expertise in one or more disciplines of 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. Contractor and/or each proposed AIC Provider from the Contractor must have actively participated in the expertise art form(s) for at least five years.
3. Contractor and/or each AIC Provider from the Contractor must have at least one year of experience in providing participatory arts services in a correctional setting on the state or local level (adult or juvenile), or to a comparable population, or in a comparable setting.
4. Contractor must provide AIC planning documentation that demonstrates the ability to be flexible in the participatory arts programming based on needs and limitations of the correctional setting.
5. Contractor shall provide materials and supplies associated with the AIC programming; the State shall not pay for or supply materials outside the contract.
6. Contractor shall work cooperatively with CDCR and the CAC and any other public or private entities identified by CDCR or the CAC.
7. Contractor shall comply with all applicable laws, rules and regulations regarding confidentiality of Inmate Participants' records and information.
8. Contractor shall adhere to all CDCR rules and policies, including the California Code of Regulations, Title 15 (15). Title 15 can be found at [http://www.cdcr.ca.gov/Regulations/Adult\\_Operations/docs/Title15-2015.pdf](http://www.cdcr.ca.gov/Regulations/Adult_Operations/docs/Title15-2015.pdf) and information about operations in facilities at [http://www.cdcr.ca.gov/Regulations/Adult\\_Operations/index.html/](http://www.cdcr.ca.gov/Regulations/Adult_Operations/index.html/).
9. Contractor shall ensure that 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.
10. Contractor shall ensure that all subcontractors adhere to all requirements of this Agreement.

### **C. Services/Programming**

1. Contractor will provide AIC programming to Inmate Participants at the CDCR facilities noted in II. Project Description.

2. Contractor will provide planning and curriculum documentation to the CAC prior to the beginning of programming to Inmate Participants.
3. Contractor shall provide AIC programming during a time period determined by CDCR staff at the individual facilities where programming is being provided.
4. Contractor staff will work cooperatively with CDCR and any other public or private entities identified by CDCR and/or the CAC.
5. Contractor and personnel will comply with all applicable laws, rules and regulations regarding confidentiality of Inmate Participants' records and information.
6. Contractor personnel shall be physically present at all times for any activities where Inmate Participants are present.
7. The group size for each program component shall ideally be 12:1 Contractor facilitator to Inmate Participant ratio or fewer. This ratio is ideal for sufficient staffing in order 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.
8. Contractor will provide the necessary materials, equipment and supplies needed to implement the AIC services, with such materials receiving CDCR approval for usage by Inmate 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 Contractor are not approved by CDCR for usage by Inmate Participants in the CDCR facilities, contractor will find alternative equipment and/or materials to provide AIC programming. If Contractor does not utilize alternative and approved materials and/or equipment, Contractor may be sanctioned for non-compliance.
9. Contractor will facilitate a presentation or cumulative project of the AIC programming as appropriate, and with CDCR approval and coordination.
10. The duration and intensity of the programming will be proposed by the Contractor, and subject to the approval and by CDCR and the CAC. Contractor will adjust the amount of time of sessions, number of sessions, and duration of programming in conjunction with the programming hours determined by CDCR.
11. Homework may be assigned as deemed necessary or helpful by the Contractor, and if appropriate and approved by CDCR, and within CDCR regulations.
12. Contractor personnel shall ensure the following conditions are met during the AIC programming:
  - a. Maintain a consistent and supportive environment for both staff and the Inmate Participants;
  - b. Maintain appropriate and professional boundaries between staff and the Inmate Participants;
  - c. Serve as an appropriate role model for the Inmate Participants;
  - d. Develop programming with Inmate Participants that is mutual and collaborative, individualized and responsive to all parties changing needs; and
  - e. Maintain confidentiality.
13. Contractor personnel will conduct exit interviews with AIC Inmate Participants and provide qualitative and quantitative information to the CAC and to CDCR, if requested.

#### **D. Program Operating Hours**

Normal operating hours will be 7:00 a.m. to 5:00 p.m. Monday through Friday. The Contractor shall be prepared to provide services from 7:00 a.m. to 9:00 p.m. Monday through Friday, in the event evening programming is requested by CDCR. Contractor will also be prepared to provide weekend programming if requested and/or coordinated 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 Inmate 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 the AIC training organization and/or CAC staff.

#### **F. Data Collection and Management**

1. 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 Inmate Participants; progress reports; and participant attendance reporting. Contractor will provide appropriate data to CDCR staff on a schedule set by CDCR id necessary. 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 daily Inmate Participant attendance via a computerized attendance tracking system provided by AIC. The following shall be collected by Contractor and entered into the AIC Database:
  - CDCR Number;
  - Inmate Participant's Name: First, Middle Initial, Last;
  - Date of Birth; (if possible)
  - Gender; (if possible)
  - Date entered program;
  - AIC workshop and session information

#### **G. Training**

1. Contractor personnel that are Direct Providers 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 equivalent to the orientation training of new CDCR employees pursuant to Title 15; NEO will be provided by CDCR. New staff will attend the first available training. Attendance is required prior to leading group AIC sessions without supervision. Upon arrival of new contract staff, an appropriately designated CDCR employee shall provide an informal orientation to include an overview of CDCR policies and procedures.
2. Contractor personnel that are Direct Providers who have previously fulfilled the NEO training within the past two years are not required to repeat the NEO training during the duration of the contract; however, these Direct Providers will be required to receive AR training provided by CDCR staff.
3. Contractor personnel shall, when mandated by CDCR, attend additional training provided by CDCR and/or CDCR contracted technical assistance consultants.
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. Contractor will provide professional, competent, skilled AIC programming providers.
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 a timeframe determined by CDCR. Contractor staff who have not been pre-approved for entering CDCR facilities may be denied entry, and 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 include ex-offenders and ex-addicts; however, they must be successfully discharged from parole or probation supervision for at least three (3) years and in recovery for at least three (3) years as evidenced by the absence of drug or alcohol related arrests or convictions. Exceptions to these requirements or higher minimums may be made at the discretion of the Warden or designee.
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 inmates, parolees, or friends and family of inmates and parolees. Title 15, Section 3415, extends the applicability of CDCR rules and regulations governing the conduct of behavior in associating with prison inmates 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 inmate or member of an inmate'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 prison inmates to persons who are not employed by CDCR, but are engaged in work at any institution or facility.
7. Contractor acknowledges that CDCR reserves the right to suspend or terminate security clearances at any time.
8. Contractor will assign appropriate administrative and/or programming supervisors to implement the AIC programming, at a rate determined by Contractor.
9. Contractor will establish an hourly rate for the staff providing direct programming at CDCR facilities at a minimum of \$40/hr or more. Hourly rate for these staff includes the required training time and reasonable preparation time. Rates for administration and overhead to fulfill the contract are determined by the Contractor.
10. 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.
11. 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 inmates 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.
12. 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.
13. 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 Competence**

1. The Contractor shall operate a culturally competent program. Cultural competence refers to the process by which individuals and systems respond respectfully and effectively to people of all cultures, languages, classes, races, ethnic backgrounds, disabilities, religions, genders, sexual orientation and other diversity factors in a manner that recognizes, affirms and values the worth of individuals, families and communities and protects and preserves the dignity of each.
2. Cultural competence is a set of congruent behaviors, attitudes, and policies that come together in a system or agency or among professionals and enable the system, agency, or professionals to work effectively in cross-cultural situations" (National Association of Social Workers. 2000b, p. 61).



3. Operationally defined, cultural competence is the integration and transformation of knowledge about individuals and groups of people into specific standards, policies, practices, and attitudes used in appropriate cultural settings to increase the quality of services, thereby producing better outcomes.
4. There are five essential elements that contribute to a system's ability to become more culturally competent. The system should (1) value diversity, (2) have the capacity for cultural self-assessment, (3) be conscious of the dynamics inherent when cultures interact, (4) institutionalize cultural knowledge, and (5) develop programs and services that reflect an understanding of diversity between and within cultures. These five elements shall be manifested in every level of the service delivery system. They shall be reflected in attitudes, structures, policies, and services.

**J. Monitoring**

1. 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.
2. Contractor personnel will monitor and report inmate utilization and information 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, press releases or social media postings and mentions shall be submitted to the CAC and to CDCR for review and approval prior to dissemination. The Contractor shall 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, or through social media.

**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 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. 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 time frame 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. Should the Contractor be found to be 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. Contractor shall develop and maintain written policies related to employment practices in the areas of:
  - a. Work hours
  - b. Staff benefits (i.e. vacation, sick leave, insurance, retirement, etc.)
  - c. Promotions
  - d. Pay increases
  - e. 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:
  - a. 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.
  - b. 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.
  - c. Fraternization Policy: The Contractor shall establish written policy and procedures in compliance with CDCR policy and procedures, which prohibits employees and contractors from fraternizing with inmates and their families.
  - d. 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 Inmate Participants and service providers in the AIC program.

1. Artwork created by Inmate 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:
  - a. visual arts (drawings, paintings, carvings, and sculpture),
  - b. performing arts (plays, music, dance, choreography),
  - c. media arts (video, photography, graphic design), and
  - d. 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 Inmate Participants in the program.
3. The State of California will seek reproduction rights for programmatic and publicity purposes. Contractor, in cooperation with CDCR staff, will obtain appropriate paperwork to this effect from each AIC Inmate Participant and submit paperwork to the CAC and/or CDCR.
4. 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 Inmate 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."
  - a. If unauthorized state materials have been used in the creation of artwork, the item may be impounded pending disciplinary action and reimbursement by the Inmate Participant for materials used.
  - b. An Inmate 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 Inmate Participant.

The California Code of Regulations, Title 15, may be found at  
[http://www.cdcr.ca.gov/Regulations/Adult\\_Operations/docs/Title15-2013.pdf](http://www.cdcr.ca.gov/Regulations/Adult_Operations/docs/Title15-2013.pdf)

Signature of Proposer: \_\_\_\_\_

**ATTACHMENT 9: PAYEE DATA RECORD (STD 204)**

Proposer must complete, sign and submit the Payee Data Record (STD 204, this form can be found on the Internet at: <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf> .)

**ATTACHMENT 10: CONTRACTOR'S CERTIFICATION CLAUSES (CCC)**

Proposer must complete, sign and submit page 1 of the Contractor Certification Clauses (CCC 307), which can be found on the Internet at: [www.pd.dgs.ca.gov](http://www.pd.dgs.ca.gov) by performing a search, or directly at [www.documents.dgs.ca.gov/ols/CCC-307.doc](http://www.documents.dgs.ca.gov/ols/CCC-307.doc)

**ATTACHMENT 11: DARFUR CONTRACTING ACT**

Proposer must complete, sign and submit the Darfur Contracting Act Form, which can be found on the internet at: [www.documents.dgs.ca.gov/pd/poliproc/darfurpcc10478.doc](http://www.documents.dgs.ca.gov/pd/poliproc/darfurpcc10478.doc)

**ATTACHMENT 12: (OPTIONAL): SMALL BUSINESS/MICRO BUSINESS CERTIFICATION LETTER FROM DGS/OSDS.**

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 RFP evaluation date for consideration. See more at <http://www.dgs.ca.gov/pd/Programs/OSDS/SBEligibilityBenefits.aspx> )

**ATTACHMENT 13: ADDITIONAL PROVISIONS**

*The following provisions are applicable to this RFP and are made available to the proposer in this RFP.*

**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 Contractor or to furnish any other considerations under this Agreement and 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 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 2015/16 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, 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. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, 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 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. In the event that this Contract is for information technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.
- B. Pending the final resolution of any dispute arising under, related to or involving this Contract, 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. 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 Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless 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**

Contractor 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.
- E. 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.