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**REVISED - REQUEST FOR PROPOSAL - Secondary**

**Notice to Prospective Proposers**

**Multiple Awards**

**Arts in Corrections Pilot Project – Coordinating Organizations**

**RFP #2015-01**

**March 19, 2015 / Revisions April 15, 2015 / Revision April 22, 2015**

- *California Arts Council has updated links in the RFP for two of the required attachments – Attachment 6 and Attachment 7. These changes were made on April 15, 2015.*
- *California Arts Council changed the date for the "Closed Session Committee Review of Proposals" from May 14, 2015 to May 15, 2015. This change was made on April 22, 2015.*

You are invited to review and respond to this Request for Proposal (RFP), entitled **RFP #2015-01, Arts in Corrections Pilot Project – 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 contacts for this RFP are:

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

Mary Beth Barber  
Special Projects Coordinator

**TABLE OF CONTENTS**

**A. PURPOSE, BACKGROUND AND SCOPE OF WORK..... 3**

    Purpose..... 3

    Background..... 3

    Scope of Work / Goal of This RFP ..... 5

    Facilities ..... 5

    Regions ..... 6

    Institutions within Regions ..... 7

    Arts-in-Corrections Proposal Criteria and Evaluation Information ..... 8

    Expected Expertise ..... 9

    Deliverables ..... 10

    Additional Contractor Responsibilities ..... 11

**B. MINIMUM QUALIFICATIONS FOR PROPOSERS ..... 20**

**C. PROPOSAL REQUIREMENTS AND INFORMATION ..... 21**

    1. KEY ACTION DATES .....21

    2. OPTIONAL PRE-PROPOSAL WEB-BASED CONFERENCE/WALKTHROUGH.....21

    3. WORK PLAN AND WORK SCHEDULE REQUIREMENTS .....21

    4. COST DETAIL FORMAT AND REQUIREMENTS.....22

    5. SUBMISSION OF PROPOSAL.....23

    6. EVALUATION PROCESS .....24

    7. PROPOSAL EVALUATION.....25

    8. AWARD AND PROTEST .....26

    9. DISPOSITION OF PROPOSALS .....26

    10. AGREEMENT EXECUTION AND PERFORMANCE .....26

**D. PREFERENCE PROGRAMS ..... 26**

**E. STANDARD AGREEMENT (STD 213) ..... 27**

**F. REQUIRED ATTACHMENTS ..... 27**

    ATTACHMENT 1: REQUIRED ATTACHMENT CHECK LIST .....28

    ATTACHMENT 2: DEMONSTRATION OF MINIMUM REQUIREMENTS.....29

    ATTACHMENT 3: PROPOSAL/PROPOSER CERTIFICATION SHEET .....30

    ATTACHMENT 4: COST PROPOSAL WORKSHEET\*\* .....32

    ATTACHMENT 5: PROPOSER REFERENCES.....33

    ATTACHMENT 6: PAYEE DATA RECORD (STD 204).....34

    ATTACHMENT 7: CONTRACTOR'S CERTIFICATION CLAUSES (CCC) .....34

    ATTACHMENT 8: DARFUR CONTRACTING ACT .....34

    ATTACHMENT 9: ADDITIONAL PROVISIONS .....34

## A. Purpose, Background and Scope of Work

### Purpose

The California Arts Council (Arts Council) and the California Department of Corrections and Rehabilitation (CDCR) will enact an interagency agreement to explore an Arts-in-Corrections program in California. Funds for this pilot project will come from CDCR's rehabilitation funding.

"Arts-in-Corrections" 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 settings. Arts-in-Corrections programming is provided by professional artists – individuals who have actively participated in their particular arts discipline and who are recognized as experts by their peers in the arts field ("Arts-in-Corrections Providers" or "Providers"). Those inmates who are actively involved in the creation and participation of the arts under the guidance of the Providers are the Arts-in-Corrections participants ("Participants" or "Inmate Participants").

The purpose of this RFP is to identify and contract with nonprofit arts organizations, arts-related units of government, or other organizations that can appropriately coordinate the appropriate personnel for the Arts and Corrections program ("Coordinating Organizations"). Multiple contracts are expected to be awarded through this RFP process for Coordinating Organizations.

### Background

The State of California has a history of Arts-in-Corrections programs located in correctional institutions. A comprehensive Arts-in-Corrections program existed within the California Department of Corrections (now the California Department of Corrections and Rehabilitation, or CDCR) was envisioned in the late 1970s and early 1980s. This program continued for decades within the correctional agency with support from the California Arts Council, especially through the Arts Council's Artists in Social Institutions and Prison Arts Project programs, as well as through agency support and general assistance. Inmates received arts instruction from contracted Arts-in-Corrections providers as well as professional arts instructors and coordinators hired by CDCR.

While the Arts-in-Corrections programs received positive national attention and studies conducted indicated the programs had a positive impact – improved behavior, reduced inmate conflict, reduction in recidivism – the program dwindled in size starting in the early 2000s and no official ongoing Arts-in-Corrections program exists within CDCR currently. There are areas of arts activity within CDCR facilities that currently fall under the categories of education, rehabilitation, recreation, and community programs, but are not directly tracked as "Arts-in-Corrections" programs, and are not extensive by any means. Many that currently exist do so simply because of the dedication of CDCR staff members who recognize the benefits of Arts-in-Corrections, or because of equally dedicated volunteers and community organizations who work with CDCR staff to provide programming.

#### Public Safety Realignment

Significant changes in correctional policy have been enacted in California in recent years. From the CDCR website:

"In 2011, Governor Edmund G. Brown Jr. signed Assembly Bill (AB) 109 and AB 117, historic legislation that has helped California to close the revolving door of low-level inmates cycling in and out of state prisons. It is the cornerstone of California's solution for reducing the number of inmates in the state's 33 prisons to 137.5 percent of design capacity by June 27, 2013, as ordered by the Three-Judge Court and affirmed by the U.S. Supreme Court. All provisions of AB 109 and AB 117 are prospective and implementation of the 2011 Realignment Legislation began October 1, 2011." (From the website: <http://www.cdcr.ca.gov/realignment/> as of April 15, 2014.)

The Public Safety Realignment goals emphasize the importance of reducing the number of released inmates that re-offend and return to state prison. The overt goal of reducing recidivism was formalized years before, in a report commissioned by the California State Legislature and

published in 2007 titled "A Roadmap for Effective Offender Programming in California" that consists of 11 key expert recommendations. (See press release at [http://www.cdcr.ca.gov/news/Press\\_Release\\_Archive/2007\\_Press\\_Releases/Press20070629.html](http://www.cdcr.ca.gov/news/Press_Release_Archive/2007_Press_Releases/Press20070629.html) as well as a link to full report at bottom of the press release.)

While an Arts-in-Corrections program was not overtly named as a method for reducing recidivism and improving inmate behavior within institutions, such programming can address some of the key recommendations, such as:

- Recommendation 2 – Enact legislation to expand positive reinforcements for offenders who complete rehabilitation programs and follow the rules. CDCR must improve on matching offender needs with program objectives.
- Recommendation 5 – Create and monitor a behavior management (or case) plan for each offender. Case plans are critical to assigning offenders to the right programs.
- Recommendation 10 – Engage the community to help reduce likelihood offenders will return to a life of crime. Critical thinking, positive relationships, and healthy behaviors are critical to offenders' success upon release.

#### Positive Impact of Arts-in-Corrections

Studies indicate that Arts-in-Corrections programs can have a positive impact on inmate behavior, provide incentives for participation in rehabilitative programs, and increase critical thinking, positive relationship building, and healthy behaviors. Further, Arts-in-Corrections can be beneficial in facilities that house long-term inmates as well by improving inmate relations and reducing inmate-staff conflict. The State of California is highly interested in programs that can help CDCR reach the goals from AB 109 and AB 117. A recent report by researcher Larry Brewster of the University of San Francisco demonstrates how Arts-in-Corrections may play a role.

"Beyond the qualities of creativity, communication, self-expression and reflection, art teaches inmates how to work with focus in discipline. It isn't easy to find the right word for a poem, or practice a musical instrument, or memorize lines in a play. Art, in other words, is hard work, and through this work we can learn the value and satisfaction of completing projects once started. It has been noted, for example, that 'being able to follow through to the end of an art object, a song, a poem or a play can be particularly fulfilling for a student who has experienced failure in the past' (Prison Education Service, 2003). Work is one of the noblest expressions of the human spirit, and art is the visible evidence of work carried to the highest possible level."

-- "California Prison Arts: A Quantitative Evaluation" by Larry Brewster, University of San Francisco, October 2013, noting a report of an Arts-in-Corrections program overseas.

Brewster conducted a similar analysis in 1983, and his current report outlines the preliminary outcomes of Arts-in-Corrections programs at five different California correctional facilities, as well as a literature review of the research available on the subject.

#### Data Collection and Documentation

One of the key recommendations from the Roadmap for Effective Offender Programming in California (Recommendation 7) is the collection an analysis of data to measure effectiveness. CDCR has established a data collection protocol, and information from this multi-year pilot project could be collected and analyzed to determine the effectiveness of programs, reasons for outcomes, and ways to improve. The California Arts Council will also collect information on the program from the perspective of those providing the arts services with a "best practices" summary and information from those directly involved in providing Arts-in-Corrections services.

#### About the California Arts Council

The California Arts Council, a state agency, is dedicated to championing the expansion of the arts; artistic excellence; access to the arts for all residents of the state; equitable resource allocation

across geographic and cultural segments; integration of the arts into the educational curriculum as part of life-long learning; building cultural bridges; advocacy for adequate funding support; preservation and advancement of the state's diverse artistic and cultural heritage; and collaboration with the state's public and private sectors. More information about the agency may be found on the website: [www.arts.ca.gov](http://www.arts.ca.gov).

## Scope of Work / Goal of This RFP

The goal of this RFP is to identify and contract with appropriate Arts-in-Corrections Coordinating Organizations. Coordinating Organizations are nonprofit arts organizations, arts-related units of government, or other entities that can appropriately coordinate the appropriate personnel for the Arts and Corrections program.

### Arts Forms

"Arts-in-Corrections" 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 settings. Arts-in-Corrections programming is provided by professional artists – individuals who have actively participated in their particular arts discipline and who are recognized as experts by their peers in the arts field. 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).

Contract applicants must always keep in mind the arts' medium and restrictions of the correctional setting, including objects allowed or not allowed within the facilities for safety reasons, restrictions on multi-media devices within institutions, potential facility restrictions or complications, etc. Proposals with unrealistic expectations of arts materials and/or activities will be appropriately downgraded during the evaluation process.

### Participants

The Participants in the Arts-in-Corrections 2014-15 pilot program are those inmates who are actively involved in the creation and participation of the arts under the guidance of the Arts-in-Corrections Providers.

## Facilities

The Arts-in-Corrections 2014-15 pilot program will take place at select CDCR facilities throughout California, separated by region. The regions are described in the following section.

The institutions with Designated Enhanced-Programming Yards take priority over other facilities when the Coordinating Organizations are selected through the competitive RFP process, and the point system reflects this priority.

Also, some institutions have been designated as "high need" for programming and will take priority over other facilities, as reflected through the point system.

Anticipated facilities include, but are not limited to, the following:

### **Designated Enhanced-Programming Yards**

- Kern Valley State Prison (Central Valley)
- High Desert State Prison (High Desert) **(High Need)**
- Salinas Valley State Prison (Central Coast)
- Pleasant Valley State Prison (Central Valley)
- California State Prison, Corcoran (Central Valley)
- Substance Abuse Training Facility (Central Valley)

- Valley State Prison (Central Valley)

### **Other CDCR Facilities**

- Pelican Bay State Prison (Upper Coast)
- San Quentin State Prison (San Francisco Bay Area)
- California State Prison-Solano (San Francisco Bay Area)
- California State Prison-Sacramento (Sacramento Valley)
- Mule Creek State Prison (Sacramento Valley)
- California Institution for Women (Los Angeles)
- California Rehabilitation Center (Los Angeles)
- California Institution for Men (Los Angeles)
- California State Prison-Los Angeles County (Los Angeles)
- Richard J Donovan Correctional Facility (San Diego/Imperial)
- Centinela State Prison (San Diego/Imperial)
- Ironwood State Prison (Southeastern Desert) **(High Need)**
- Sierra Conservation Center (Sacramento Valley)

Total number of potential facilities: 20.

## **Regions**

Nine regions have been established for the purpose of this program and the RFP associated with it. Each region for the Arts-in-Corrections program has a list of participating institutions included within that region for the purpose of this RFP.

### Proposals – Select portion of institutions within a region

RFP applicants are not required to propose programming in every institution within the prospective region; however, those proposals that include all institutions within a region will be looked upon more favorably than those with only a portion of the institutions within the region.

### Proposals – Multiple regions requires multiple proposals

Proposers may respond to this RFP with 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 organization wishes to work in multiple regions, multiple proposals (one for each region) must be submitted.

### Proposals – Designated Enhanced-Programming Yards

CDCR has identified particular institutions with Designated Enhanced-Programming Yards. According to *The Future of California Corrections: A blueprint to save billions of dollars, end federal court oversight and improve the prison system*, page 24:

" ... the department (CDCR) will designate certain facilities as enhanced-programming units in order to support and create incentives for inmates who, based on their own behaviors and choices, are ready to take full advantage of programming opportunities. Program options in these institutions will be primarily academic and career technical education programs, volunteer, and self-help programs."

These institutions that are part of the Arts-in-Corrections pilot with Designated Enhanced-Programming Yards have been identified by CDCR as a priority for the Arts-in-Corrections pilot

program. The proposals that include programming for institutions with Designated Enhanced Programming Yards will take priority over other facilities in final determinations of contracts. The point system for Proposal Evaluations will take this priority into account. The Designated Enhanced Programming Yards are noted with an asterisk (\*) below, and described in more detail in the next section.

#### Proposals – High Need Institutions

CDCR has also identified institutions that currently have low amounts of rehabilitation programming; these institutions have been designated as "High Need" for Arts-in-Corrections programming. The point system for Proposal Evaluations will take this priority into account. The "High Need" facilities are the Ironwood State Prison and High Desert State Prison facilities, and are noted with a plus sign (+) below, and described in more details in the next section as well.

## **Institutions within Regions**

The nine regions and their corresponding facilities for the Arts-in-Corrections pilot program are as follows:

### Region 1 – Upper Coast

- Pelican Bay State Prison: [http://www.cdcr.ca.gov/Facilities\\_Locator/PBSP.html](http://www.cdcr.ca.gov/Facilities_Locator/PBSP.html)

### Region 2 – High Desert

- **\*+ High Desert State Prison:** [http://www.cdcr.ca.gov/Facilities\\_Locator/HDSP.html](http://www.cdcr.ca.gov/Facilities_Locator/HDSP.html)

### Region 3 – San Francisco Bay

- San Quentin State Prison: [http://www.cdcr.ca.gov/Facilities\\_Locator/SQ.html](http://www.cdcr.ca.gov/Facilities_Locator/SQ.html)
- California State Prison-Solano: [http://www.cdcr.ca.gov/Facilities\\_Locator/SOL.html](http://www.cdcr.ca.gov/Facilities_Locator/SOL.html)

### Region 4 – Sacramento Valley

- Mule Creek State Prison: [http://www.cdcr.ca.gov/Facilities\\_Locator/MCSP.html](http://www.cdcr.ca.gov/Facilities_Locator/MCSP.html)
- Sierra Conservation Center: [http://www.cdcr.ca.gov/Facilities\\_Locator/SCC.html](http://www.cdcr.ca.gov/Facilities_Locator/SCC.html)
- California State Prison-Sacramento: [http://www.cdcr.ca.gov/Facilities\\_Locator/SAC.html](http://www.cdcr.ca.gov/Facilities_Locator/SAC.html)

### Region 5 – Central Valley

- **\* Valley State Prison:** [http://www.cdcr.ca.gov/Facilities\\_Locator/VSP.html](http://www.cdcr.ca.gov/Facilities_Locator/VSP.html)
- **\* Pleasant Valley State Prison:** [http://www.cdcr.ca.gov/Facilities\\_Locator/PVSP.html](http://www.cdcr.ca.gov/Facilities_Locator/PVSP.html)
- **\* California State Prison-Corcoran:** [http://www.cdcr.ca.gov/Facilities\\_Locator/COR.html](http://www.cdcr.ca.gov/Facilities_Locator/COR.html)
- **\* Substance Abuse Training Facility:** [http://www.cdcr.ca.gov/Facilities\\_Locator/SATF.html](http://www.cdcr.ca.gov/Facilities_Locator/SATF.html)
- **\* Kern Valley State Prison:** [http://www.cdcr.ca.gov/Facilities\\_Locator/KVSP.html](http://www.cdcr.ca.gov/Facilities_Locator/KVSP.html)

### Region 6 – Central Coast

- **\* Salinas Valley State Prison:** [http://www.cdcr.ca.gov/Facilities\\_Locator/SVSP.html](http://www.cdcr.ca.gov/Facilities_Locator/SVSP.html)

### Region 7 – Los Angeles

- California Institution for Men: [http://www.cdcr.ca.gov/Facilities\\_Locator/CIM.html](http://www.cdcr.ca.gov/Facilities_Locator/CIM.html)
- California Institution for Women: [http://www.cdcr.ca.gov/Facilities\\_Locator/CIW.html](http://www.cdcr.ca.gov/Facilities_Locator/CIW.html)
- California Rehabilitation Center: [http://www.cdcr.ca.gov/Facilities\\_Locator/CRC.html](http://www.cdcr.ca.gov/Facilities_Locator/CRC.html)
- California State Prison-Los Angeles County: [http://www.cdcr.ca.gov/Facilities\\_Locator/LAC-Visiting\\_Directions.html](http://www.cdcr.ca.gov/Facilities_Locator/LAC-Visiting_Directions.html)

Region 8 – San Diego/Imperial

- Centinela State Prison: [http://www.cdcr.ca.gov/Facilities\\_Locator/CEN.html](http://www.cdcr.ca.gov/Facilities_Locator/CEN.html)
- Richard J. Donovan Correctional Facility: [http://www.cdcr.ca.gov/Facilities\\_Locator/RJD.html](http://www.cdcr.ca.gov/Facilities_Locator/RJD.html)

Region 9 – Southeastern Desert

- **+Ironwood State Prison:** [http://www.cdcr.ca.gov/Facilities\\_Locator/SCC.html](http://www.cdcr.ca.gov/Facilities_Locator/SCC.html)

A map of all CDCR institutions (including those not included in this RFP) may be found at:  
<http://www.cdcr.ca.gov/map/docs/Correctional-and-Rehabilitation-Institutions-with-Parole-Regions.pdf>

## Arts-in-Corrections Proposal Criteria and Evaluation Information

The California Arts Council expects that there will be multiple Coordinating Organizations that will be selected by RFP through a competitive process to fulfill the needs of the pilot program. Various factors in the evaluation will determine the approximate vendor(s) for the Coordinating Organizations.

"Arts-in-Corrections" 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 settings. Arts-in-Corrections programming is provided by professional artists – individuals who have actively participated in their particular arts discipline and who are recognized as experts by their peers in the arts field ("Arts-in-Corrections Providers" or "Providers"). Those inmates who are actively involved in the creation and participation of the arts under the guidance of the Providers are the Arts-in-Corrections participants ("Participants").

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

### Evaluation Factors

The evaluation factors for the proposals submitted for this RFP include:

- Artist(s)'s and/or arts organization's history of serving this population, similar populations, or comparable populations
- Quality and impact of project plan on target population -- breadth and depth of service
- Artistic quality of Providers' work
- Managerial and fiscal competence of applicant
- Demonstration of ability to complete proposal
- Plan for evaluation of project, including identifying challenges and methods to address them
- Flexibility in programming structure and institution availability within the designated region
- Costs: Average Service-to-Participants-man-hour\*
- Institutions where services are proposed to be provided\*\*

Coordinating Organizations may utilize employees of the organization, independent contracts, or a combination of both for the Arts-in-Corrections Providers.

The above evaluation factors for the proposal will be considered when examining the rating/scoring criteria. The general categories within the scoring criteria are:

- Demonstration of Ability to Fulfill Requirements and Qualifications



- Effective Use of Resources
- Effective Use of Project Personnel
- Effectiveness of Timeline for Programming
- Cost of Proposal (Average Man-Hour Rate for Service to Participants)\*
- Providing of Services in Priority Institutions (Designated Enhanced-Programming Yards)\*\*

The point matrix for these scoring criteria may be found following this document, in "Proposal Evaluation."

\* PLEASE NOTE: The Average Service-to-Participants-man-hour does not mean the amount paid per hour to the professional teaching artists, which is set at a minimum of \$30/hr, including preparation and training. 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.

\*\* The proposals for the facilities with Designated Enhanced-Programming Yards and the High Need institutions will receive an appropriate point advantage versus proposal for the other potential facilities. Details follow in this document.

### Required Training for Providers

The Arts-in-Corrections Providers – those personnel providing services within the institutions -- will be required to attend and participate in two types of training:

1. The **Arts-in-Corrections training program** established by the Arts Council and/or an Arts-in-Corrections training organization. This training will consist of at least 8 hours training pre-programming, and 10 hours over 2 days on-site.
2. **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.

NOTE: Organizations that receive Arts-in-Corrections contracts with Direct Providers who have already received the NEO training/orientation 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.

### **Expected Expertise**

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

- California-based nonprofit, unit of government, or other entity that can appropriately coordinate the appropriate personnel for the Arts and Corrections program. If the applicant is a multi-state organization with headquarters in another state, the applicant must have physical offices in California and provide services to California residents.<sup>1</sup>
- Extensive experience in the 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).

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<sup>1</sup> The California Arts Council 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.

- Ability to provide qualified professional artists ("Providers" or "AIC Providers") who have arts-instruction experience to fulfill services.
- Ability to provide qualified professional artists ("Providers" or "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 Arts-in-Corrections program -- and have had at least 5 years of experience of this nature within the last 10 years.
- Ability to adjust Arts-in-Corrections programming by Providers based on needs, issues and requirements at the CDCR facilities.
- Ability to provide program information to state employees (CDCR and the Arts Council) for the evaluative needs of the pilot program (basic data, narrative information, etc.).
- Experience with Arts-in-Corrections programs at the state or local level, or experience in providing participatory arts programming in a comparable setting or to comparable clientele.

## **Deliverables**

- I. The contractor(s) resulting from this RFP will provide Arts-in-Corrections programming within CDCR facilities to Participants incarcerated in those institutions. The Arts-in-Corrections programming will be determined by the Proposer and detailed in the proposed Work Plan and Schedule.
- II. The contractor(s) resulting from this RFP will specify in the RFP proposal the facility and/or facilities within one or more of the nine regions for programming.
- III. The contractor(s) resulting from this RFP will also propose program timelines for the Arts-in-Corrections 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 will also provide or abide by the "Additional Contractor Responsibilities" on the following pages:

## **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 Arts-in-Corrections 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.

### **B. Administration**

1. Contractor is a California-based nonprofit, unit of government, or other entity that can appropriately coordinate the appropriate personnel for the Arts-and-Corrections 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 Arts-in-Corrections 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; 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. Contractor and/or each proposed Arts-in-Corrections Provider from the Contractor must have actively participated in the expertise art form(s) for at least five years.
3. Contractor and/or each Arts-in-Corrections 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 Arts-in-Corrections 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 Arts-in-Corrections programming; the State shall not pay for or supply materials outside the contract.
6. Contractor shall work cooperatively with CDCR and the Arts Council and any other public or private entities identified by CDCR or the Arts Council.
7. Contractor shall comply with all applicable laws, rules and regulations regarding confidentiality of Participant 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/index.html/](http://www.cdcr.ca.gov/Regulations/Adult_Operations/index.html/).
9. Contractor shall insure that contractor's personnel not report to the institution on State observed holidays. 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 insure that all subcontractors adhere to all requirements of this Agreement.

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

1. Contractor will provide Arts-in-Corrections programming to Inmate Participants at the CDCR facilities noted in II. Project Description.
2. Contractor will provide planning and curriculum documentation to the Arts Council prior to the beginning of programming to Participants.
3. Contractor shall provide Arts-in-Corrections 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 Arts Council.
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 Participants are present.
7. The group size for each program component shall not exceed a 12:1 Contractor facilitator to Inmate Participant ratio without advanced approval of CDCR and/or the Arts Council. This ratio is necessary for sufficient staffing in order to ensure the fidelity of the curriculum.
8. Contractor will provide the necessary materials, equipment and supplies needed to implement the Arts-in-Corrections 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 Arts-in-Corrections 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 Arts-in-Corrections 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 Arts-in-Corrections 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 Arts Council. 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 Arts-in-Corrections 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 Arts-in-Corrections Inmate Participants and provide qualitative information to the Arts Council 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 California Arts Council 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 Arts Council and the Training Organization before Arts-in-Corrections 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 Arts-in-Corrections training organization and/or Arts Council staff.

#### **F. Training: CDCR Contractor Orientation and 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. This training, called New Employee Orientation (NEO), will be provided by CDCR. New staff will attend the first available training. Attendance is required prior to leading group Arts-in-Corrections 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 Annual Review training (AR) 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.

#### **G. Training: Arts-in-Corrections Training Program**

Contractor personnel that are Direct Providers will participate in the Arts-in-Corrections training program established by the Arts Council and/or an Arts-in-Corrections training organization. This training will consist of at least 8 hours training pre-programming (either in-person and/or via computer), and 10 hours over 2 days on-site.

## H. Personnel

1. Contractor will provide professional, competent, skilled Arts-in-Corrections 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 Arts-in-Corrections 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 \$30/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.
2. 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.
3. 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).
4. 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.
5. 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 Arts Council 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. Data Management**

Contractor shall assist CDCR staff, Training Organization staff, and/or Arts Council 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. 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.

## **L. Participant Attendance Report**

The Contractor shall assist CDCR staff in the collection, documentation and reporting of daily Inmate Participant attendance via a computerized attendance tracking system provided by CDCR. The following shall be collected by CDCR staff with assistance from Contractor:

1. CDCR Number;
2. Inmate Participant/s Name: First, Middle Initial, Last;
3. Date of Birth
4. Gender;
5. SSN (display only last 4 digits)
6. Date entered program;
7. New Inmate Participant (y/n);
8. Contractor Identification Number;
9. Facility Code;
10. Agreement Number;
11. Session (A.M. or P.M.);
12. X-time, S-time, E-time, and A-time
13. A Unique Identifier for the Program and Location Where Services Were Provided;
14. Provider Name, Location, Contact Information;
15. Date of Enrollment;
16. Date of Programming;
17. Assessments Completed;
18. Criminogenic Needs;
19. Type of Program or Services;
20. Daily Participation;
21. Discharge Date;
22. Discharge Type/Reason; and
23. Pertinent Case Management Comments.

#### **M. Release of Information**

All information, reports, writings, summary documents, press releases or social media postings and mentions shall be submitted to the Arts Council and to CDCR for review and approval prior to dissemination. The Contractor shall consult with CDCR and the Arts Council in the development of any data, information or material to be released to the public, news, media, professional groups, or through social media.

#### **N. Performance Measures**

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

#### **O. 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 Arts Council and/or CDCR shall state in writing the reasons the Contractor does not meet the Agreement standards and/or CDCR policies and procedures.



The Arts Council 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.

## **P. 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 Arts Council, a training organization identified by the Arts Council, 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 Arts Council 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 Arts Council 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.

## **Q. Employment Practices, Policies, and Procedures**

1. Contractor shall develop and maintain written policies related to employment practices in the areas of:
  - i. Work hours
  - ii. Staff benefits (i.e. vacation, sick leave, insurance, retirement, etc.)
  - iii. Promotions
  - iv. Pay increases
  - v. 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:
  - i. 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.

- ii. 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 Arts Council based on the Contractor's written request with supporting justification.
- iii. 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.
- iv. Employee Grievance and Appeals Procedures: The Contractor shall establish an employee grievance procedure to address unresolved labor issues.

## **R. Intellectual Property Considerations**

California Penal Code (CPC) Section 2601 shall govern all artwork created by Inmate Participants and service providers in the Arts-in-Corrections program.

1. Artwork created by Inmate Participants in the Arts-in-Corrections program will remain the intellectual property of the individual who created the artwork, as consistent to CPC 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 Arts-in-Corrections 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 Arts-in-Corrections Inmate Participant and submit paperwork to the California Arts Council and/or CDCR.
4. Contractor may be allowed reproduction rights for programmatic and publicity purposes only with explicit permission from the California Arts Council, 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."
  - i. 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.
  - ii. 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)

## **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 Arts and Corrections program. If the applicant is a multi-state organization with headquarters in another state, the applicant must have physical offices in California and provide services to California residents.
- B) The Proposer and/or each proposed Arts-in-Corrections Provider 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; 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) The Proposer and/or each proposed Arts-in-Corrections Provider must have actively participated in the expertise art form(s) for at least five years.
- D) The proposing organization and/or each Arts-in-Corrections 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.
- E) The proposer or project principal(s) must provide Arts-in-Corrections planning documentation that demonstrates the ability to be flexible in the participatory arts programming based on needs and limitations of the correctional setting.
- F) The proposer and/or Arts-in-Corrections provider must provide artwork samples from the personnel who will provide Arts-in-Corrections services ("Arts-in-Correction Providers").

## C. Proposal Requirements and Information

### 1. Key Action Dates

EVENT	DATE	TIME
RFP Available to Prospective Proposers	March 19, 2015	5:00 p.m.
Optional Webinar Conference	April 2, 2015	2:00 p.m.
Final Date for Submissions of Questions on RFP	May 1, 2015	5:00 p.m.
All Questions answered	May 5, 2015	5:00 p.m.
Final Date for Proposal Submissions	May 12, 2015	5:00 p.m.
Closed Session Committee Review of Proposals	May 15, 2015	9:00 a.m.
Notice of Intent to Award	May 18, 2015	12:00 noon
Proposed Award Date	May 26, 2015	12:00 noon

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

The California Arts Council will conduct a web-based conference/walkthrough (webinar) on this RFP for the Arts-in-Corrections Coordinating Organizations on April 2, 2015. Interested parties must RSVP in advance to Mary Beth Barber at [mary.beth.barber@arts.ca.gov](mailto:mary.beth.barber@arts.ca.gov) to participate. The webinar will be recorded and available to the public by the following Tuesday, April 7, 2015.

The California Arts Council will take questions during the webinar, but reserves the right to not respond at that time and post written responses no later than May 5, 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 Plan and Work Schedule Requirements

- a) **Work Plan and Schedule.** The California Arts Council anticipates that the work will start in June 2015 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 extend the contract for an additional one (1) year period 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 Arts Council 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 California Arts Council.

The proposer shall develop a work plan or schedule for task completion. Identify each major task, necessary subtask, and/or suggest specific milestones by which progress can be measured and payments made.

Ideally the proposer will present a schedule and curriculum of programming for Arts-in-Corrections services with a proposed start date, appropriate instructional plan, and

proposal for culmination of programming. Proposers may present multiple shorter-term Arts-in-Corrections programming (weeks to a few months) or one longer program, as deemed appropriate by the proposer.

The schedule and curriculum of programming for Arts-in-Corrections 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 Participants' schedules, and other factors.

The total number of hours of Arts-in-Corrections services to Participants in the proposal must be included in the Work Plan and Schedule.

b) **Project Personnel.** Proposer shall provide a list of personnel for the proposed work plan and include their bios. Arts samples from the personnel who will be providing direct Arts-in-Corrections services ("Arts-in-Corrections Providers") are required. Additional information such as arts instruction experience and information on other similar programs is welcome, and should also be provided under the Minimum Qualifications information for demonstration of expertise.

c) **Facilities.** Proposer shall provide information about the CDCR facilities where proposer can provide Arts-in-Corrections programming. Please include

1. The selected region(s) for the proposal; and
2. The specific facilities within the selected region(s).

Ideally a proposer will provide services to all facilities within a region. If proposer cannot fulfill services in all facilities within a region, please provide an explanation. RFP applicants are not required to propose programming in every institution within the prospective region; however, those proposals that include all institutions within a region will be looked upon more favorably than those with only a portion of the institutions within the region.

While the proposal may slate only a portion of institutions within a region for the proposal, proposers should be flexible and willing to potentially provide comparable services at other facilities within the same region should space and/or programming time become unavailable at the proposed institutions.

Proposers may respond to this RFP with proposals to work within multiple regions and submit multiple proposals (one per region), but must demonstrate the realistic ability to fulfill contracts within the regions for which they are applying.

#### 4. Cost Detail Format and Requirements

The proposed work and associated costs should be broken down by the tasks outlined in the Work Plan and Work Schedule. **The hourly rate for the staff providing direct programming at CDCR institutions ("Arts-in-Corrections Providers") must be set at a minimum of \$30/hr or more for the providing of AIC services.**<sup>2</sup> Additionally, cost proposals should include the required CDCR training time (32 hours for NEO and 8 hours for AR training from

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<sup>2</sup> The California Arts Council 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.

CDCR), AIC Training time (8 hours) and reasonable preparation time for AIC Providers.<sup>3</sup>  
Rates for administration and overhead to fulfill the contract are determined by the Proposer.

## 5. 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 California Arts Council 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, your 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 #2015-01  
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:

Lucy Mochizuki  
Contract and Procurement Officer  
California Arts Council  
1300 I St., Suite 930  
Sacramento, CA 95814

Re: "Arts-in-Corrections Coordinating Organization RFP"

- 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.

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<sup>3</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 evaluation category for evaluation.

- 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 13. 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.

## **6. 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.
- c) 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 Arts-in-Corrections pilot program 2014-15 are met. In the case of a significant imbalance of proposals between regions (i.e. a large number of proposal for only a few regions), the Arts Council may separate proposals into regions, and then award contracts to the highest scored responsible and responsive proposal within that region.<sup>4</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>4</sup> During the first year 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.



## 7. Proposal Evaluation

The proposals that meet the minimum qualifications will be evaluated and scored according to the criteria indicated below.

<u>Rating/Scoring Criteria</u>	<u>Maximum Possible Points</u>
Demonstration of Ability to Fulfill Requirements and Qualifications <sup>1</sup> .....	30
Effective Use of Resources <sup>2</sup> .....	15
Effective Use of Project Personnel <sup>3</sup> .....	10
Effectiveness of Timeline for Programming <sup>4</sup> .....	5
Cost of Proposal (Average Man-Hour Rate for Service to Participants) <sup>5</sup> .....	30
Providing of Services in Priority Facilities – Enhanced Programming Yards <sup>6</sup> .....	5
Providing of Services in Priority Facilities – High Need <sup>7</sup> .....	5
<b>Total Possible Points</b>	<b>100</b>

<sup>1</sup> **Demonstration of Ability to Fulfill Requirements:** scoring based on provider's experience, expertise, and programming proposal.

<sup>2</sup> **Effective Use of Resources:** scoring based on cost-effectiveness, reasonableness and logical programming within environment, including instruction, use of materials and equipment, and overall planning.

<sup>3</sup> **Effective Use of Project Personnel:** scoring based on validity of why specific personnel are used for specific purposes within the proposed plan.

<sup>4</sup> **Effectiveness of Timeline for Programming:** scoring based on appropriateness, timeliness and effectiveness of proposed overall timeline, and milestone tasks and dates indicating progress.

<sup>5</sup> **Cost of Proposal (average instruction-hour):** The costs-per-instruction-hour does not mean the amount paid per hour to the professional teaching artists, which is set at a minimum of \$30/hr, including preparation and training. 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. The CDCR required training – NEO or AR – will not be included in this calculation, but the other preparation and training components will be.

<sup>6</sup> **Priority Facilities – Enhanced Programming Yards.** The facilities with Designated Enhanced-Programming Yards will take priority over other facilities in final determination of contracts when the Coordinating Organizations are selected through the competitive RFP process. Those facilities that are Enhanced Programming Yard Facilities are listed in this RFP.

If a proposal includes multiple facilities so that only a portion of the total proposed service-hours are in facilities with Designated Enhanced-Programming Yards, then the points awarded in this category will be in line with the percentage of Designated Enhanced-Programming Yards in the proposal. For example, if a Proposer applies for multiple facilities and has 40% of the service-hours to Participants in institutions with Designated Enhanced-Programming Yards facilities, then the Proposer would receive 40% of the points in this category, or 2 points.

<sup>7</sup> **Priority Facilities – High Need.** The facilities that are designated as High Need in this RFP will take priority over other facilities in the final determination of contracts when the Coordinating Organizations are selected through the competitive RFP process. Those facilities that are High Need are listed in this RFP.

If a proposal includes multiple facilities so that only a portion of the total proposed service-hours are in facilities that are designated as High Need, then the points awarded in this category will be in line

with the percentage of High Need facilities in the proposal. For example, if a Proposer applies for multiple facilities and has 40% of the service-hours to Participants in institutions with High Need facilities, then the Proposer would receive 40% of the points in this category, or 2 points.

## 8. 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 California Arts Council; 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 California Arts Council and the Department of General Services, Office of Legal Services, 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 Department of General Services 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 Department of General Services, Office of Legal Services and the California Arts Council 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 May 12, 2015.

\* 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 1-8, 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	Demonstration of Minimum Requirements
_____ Attachment 3	Proposal/Proposer Certification Sheet
_____ Attachment 4	Cost Proposal Worksheet
_____ Attachment 5	Proposer References
_____ Attachment 6	Payee Data Record (STD 204) can be found on the Internet at: <a href="http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf">http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf</a>
_____ Attachment 7	Contractor's Certification Clauses (CCC) can be found on the Internet at: <a href="http://www.ols.dgs.ca.gov">www.ols.dgs.ca.gov</a> (see "Standard Contract Language").
_____ Attachment 8	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 9	Small Business/Micro Business certification letter from DGS/OSDS.

**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 2: DEMONSTRATION OF MINIMUM REQUIREMENTS**

- 1) Address of the Proposing Organization within California:
  
- 2) Provide information about the expertise of the Proposing Organization in one or more disciplines of visual, performing, media or literary arts. (California Cultural Data Project profiles and/or reports, or other similar annual reports or information is acceptable and welcome for the organization, but please also include information as to the expertise of the proposed individual Arts-in-Corrections Providers as well.)
  
- 3) Provide information about the proposed Arts-in-Corrections personnel of the Proposing Organization who will provide direct services within institutions. Information should biographical information and work/arts experience and other relevant information that demonstrates:
  - a. That the Proposing Organization and/or each proposed Arts-in-Corrections personnel from the Proposing Organization actively participated in the expertise art form for at least five years.
  
  - b. That the Proposing Organization and/or each proposed Arts-in-Corrections personnel from the Proposing Organization has 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) Provide a planning document that demonstrates the ability to be flexible in the participatory arts programming based on needs and limitations of the correctional setting;
  
- 5) Provide artistic samples of the proposed Arts-in-Corrections personnel of the Proposing Organization who will provide direct services within institutions.

*(please use additional pages as needed)*

**ATTACHMENT 3: 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 4: COST PROPOSAL WORKSHEET\*\***

DIRECT LABOR COSTS (LABOR AND TRAINING)

DIRECT LABOR***	HOURS	RATE	TOTAL
Title _____	_____ @	_____	_____
Title _____	_____ @	_____	_____
Title _____	_____ @	_____	_____
Title _____	_____ @	_____	_____

DIRECT LABOR SUBTOTAL \$ \_\_\_\_\_

AIC TRAINING	HOURS	RATE	TOTAL
Number of AIC Providers _____	8 @	_____	_____

CDCR TRAINING	HOURS	RATE	TOTAL
Title _____	_____ @	_____	_____
Title _____	_____ @	_____	_____
Title _____	_____ @	_____	_____
Title _____	_____ @	_____	_____

CDCR TRAINING SUBTOTAL \$ \_\_\_\_\_

LABOR AND TRAINING SUBTOTAL \$ \_\_\_\_\_

**LABOR AND TRAINING SUBTOTAL W/O CDCR TRAINING COSTS \$ \_\_\_\_\_**

INDIRECT COSTS (OVERHEAD AND FRINGE BENEFITS)

Overhead Rate	_____	_____
Fringe Benefits	_____	_____

**SUBTOTAL INDIRECT COSTS \$ \_\_\_\_\_**

DIRECT COSTS (EXCEPT LABOR)

Travel Costs (Itemized*)	_____
Equipment and Supplies (Itemized*)	_____
Other Direct Costs (Itemized*)	_____

**SUBTOTAL DIRECT COSTS \$ \_\_\_\_\_**

TOTAL COSTS \$ \_\_\_\_\_

TOTAL COSTS W/O CDCR TRAINING (*Use for calculation below*) \$ \_\_\_\_\_

AVERAGE COSTS

Number of Man-hours of Service to Participants	_____
Average Cost Of Man-Hours Of Service To Participants (W/O CDCR Training \$)	_____

\* Append to this page.

\*\* A detailed budget, estimation of service hours versus travel, training and preparation, and cost breakdown of other related expenses is welcome but not required -- unless the proposal includes a mix of institutions with Designated Enhanced Programming Yards and/or High Need institutions, and others without. If so, please provide a breakdown of service-hours provided to Participants per institutions.

\*\*\* Please use additional paper for more individuals and their job titles/labor categories.



**ATTACHMENT 5: 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 6: 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 7: 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 8: 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 9: 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 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 14/15 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.