

REQUEST FOR PROPOSAL (RFP)

For

**California For All Cultural Creative Experience**

**RFP# EP18-010**

May 23, 2019

State of California



1400 10<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Sacramento, CA 95814

Written Proposals Due at the  
California Volunteers Office  
No Later Than:

6/3/2019 at 5PM

**Table of Contents**

BACKGROUND..... 4

PURPOSE OF RFP.....5

SCOPE OF WORK.....5-6

KEY ACTION DATES.....6-7

PROPOSAL INSTRUCTIONS.....7-8

SELECTION PROCESS.....8-9

SUBMISSION PROCESS.....9

DEPARTMENT CONTACT.....9

**Attachments to RFP**

Attachment A

Exhibit 1 – Sample Standard 213 Agreement

Exhibit 2 – Sample Standard 204 Payee Data Record Form

Exhibit 3 – General Terms and Conditions

Exhibit 4 – Sample Contractor Certification Clauses (CCC)

## **BACKGROUND**

California Volunteers (CV), Office of the Governor, addresses community and state challenges by investing in high impact service solutions, while leveraging public, private, and nonprofit partnerships and resources. Through AmeriCorps, Disaster Volunteering, and Community Partnerships, California Volunteers transforms small investments into big community impact.

Led by Karen Baker, State of California Chief Service Officer, California Volunteers is supported by a 25-member Commission appointed by the Governor.

Through recent legislation, [Assembly Bill \(AB\) 72](#) appropriates \$50 million to fund the California For All Emergency Preparedness Campaign to bolster statewide disaster resilience, of which the California Office of Emergency Services (Cal OES) will distribute \$20 million and California Volunteers will distribute \$30 million. The California For All Emergency Preparedness Campaign empowers community-based organizations to provide emergency preparedness education and resources to California's vulnerable populations, which can be described by social vulnerability factors, including social isolation, poverty, language barriers, and other access and functional needs and challenges. Additionally, the California For All Emergency Preparedness Campaign empowers members of volunteer programs like CERT (Community Emergency Response Teams) and Listos, as well as, successful service programs like AmeriCorps to boost statewide levels of preparedness, especially populations in the disaster-prone communities. Attachment A includes a full list of the core campaign elements and partners.

California Volunteers understands how shaping the culture is a core pillar in the success of fueling successful movements. Given the goal to reach and engage California's diverse and vulnerable populations to boost community resiliency and disaster preparedness, California Volunteers is looking to secure a community-based organization with background and expertise in designing and executing cultural and creative experiences. The creative partner must have deep experience in producing projects reflecting identifies and priorities of diverse communities that mobilizes them around specific calls to action.

We are seeking a creative partner to use a total of \$47,000 to produce an art installation, cultural experience or a creative communication approach to compliment the mission of the campaign and help engage and mobilize those hard to reach members of our vulnerable communities, as identified above. We are seeking a partner to integrate the "wow factor" in how government can evolve to make disaster preparedness more approachable, compelling and dynamic, as well as, more relatable to the target audience. We require a digital component of some kind to maximize reach, and we favor ideas that allow for experiences to be made available to each of the counties selected by this campaign.

### **Eligibility:**

- Applicants must be a nonprofit organization with 501c(3) status.
- Have organizational experience developing and implementing creative culturally projects and experiences that reflect diverse communities and resonate with them.
- Demonstrated organization and staff experience managing large-scale, multifaceted projects.
- Be registered and current with reports with the Attorney General's Registry of Charitable Trusts.
- Be listed in good standing with both the California Secretary of State and the Franchise Tax Board.

## **PURPOSE OF THIS REQUEST FOR PROPOSALS**

Over the past decade, California Volunteers has served as the state lead for volunteer and donations management during disasters. With this role, California Volunteers has actively striven to increase the emergency preparedness of local communities throughout California, connecting with nonprofits and community-based organizations, local government, and the private sector to improve resiliency and capacity in the state.

Through the California For All Cultural Creative Experience, \$47,000 is available to support the development and implementation of out of the box thinking. This experimental element of this campaign will provide funds to a selected partner to integrate what we call “wow factor” to support the mission of the California For All Emergency Preparedness Campaign.

## **SCOPE OF WORK**

This RFP will provide a grant for up to \$47,000 to secure a community-based organization to develop and implement a creative idea, be it an art installation, cultural experience or creative communication approach, that reflect members of the community we aim to engage and connects emergency preparedness to the realities, priorities and needs to the communities we aim to serve. We are open to what creative ideas are submitted based on the nature of this extremely important and ambitious campaign.

Ideas must focus on engaging California’s diverse and vulnerable populations as defined above. As part of the creative experience for the \$47,000 we require a digital component of some kind to maximize reach. We favor ideas that allow for experiences (physically or digitally) to be made available to at least one or each of the counties selected by this campaign.

A critical priority of the California For All Public Outreach and Education Campaign is the target audience and regions that are designated by the broader California For All Emergency Preparedness Campaign. The primary focus for communication, materials and outreach will be directed at California’s diverse and vulnerable communities in six counties, specifically in Lake, Shasta, Fresno, Tulare, Riverside and San Bernardino, as well as, the additional counties located statewide (Attachment A). The Sacramento community is also a top-priority for this statewide effort.

In order to understand the feasibility of what is possible to further maximize and leverage the creative idea submitted through a proposal response for the RFP, we require a supplemental budget estimate and vision for expanding the scope of the project outside of the allotted \$47,000 grant. There is no expectation that additional resources will be made available, so all creative ideas must be possible from development to implementation with the allotted \$47,000; however, there could be the potential for designating additional resources to increase scale, repurpose and further promote a winning idea. We are creating an opportunity for this because a successful idea could become a core elements of the campaign’s ethos, brand, as well as, an anchor in community engagement.

We require all creative experiences designed and implemented through this grant to become property of California Volunteers and can be replicated and leveraged throughout the course of the California For All Emergency Preparedness Campaign.

Responses to this RFP will be evaluated based on the total application, and award, if made, will be to an applicant awarded the highest points as calculated in accordance with the methodology defined in Section “Selection Process of this RFP”.

Specifically, a community-based organization will serve as the campaign’s creative partner for the California For All Cultural and Creative Experience, and will be required to:

- **Develop an initial idea, or several ideas, for a creative way to engage community.** This proposal calls for well thought-out idea(s), with clear context, suggested project timelines and deliverables, as well as, defined budget and budget narrative to show California Volunteers the quality of thinking and ability to execute something as bold, new and creative as what we are seeking with this grant funding. This must also include what an expanded effort could entail with resources allotted in addition to the \$47,000.
- **Facilitate a kickoff conversation** with California Volunteers to confirm the strategic direction and approach of the California For All Cultural Creative Experience.
- **Submit a final project outline** with the final creative idea fully defined and include a work plan with timeline for development and implementation, as well as, a final project budget.
- **Oversee all elements of producing and implementing the final creative project by the end of June 2020.**
- **Produce a final report** that is no more than two pages in length to highlight impact, experiential engagement among the target audience, and other indicators that provide qualitative and/or quantitative results.

**Additional Requirements and Reporting**

In addition to the above activities, the Grantee will perform the following:

Deliverables:

- a. Facilitate a kickoff conversation with California Volunteers at the start of the campaign to further shape and refine the initial creative idea included in this proposal so that it reflects the nature of how the other elements of the California For All Emergency Preparedness Campaign come together.
- b. Submit a final project outline with the final idea fully defined and include a work plan with timeline for development and implementation, as well as, a final project budget.
- c. Produce and implement the creative idea by the end of June 2020.
- d. Produce a final report that is no more than two pages in length to highlight impact, experiential engagement among the target audience, and other indicators that provide qualitative and/or quantitative results.

**KEY ACTION DATES**

Listed below are the important actions and dates and times by which the actions must be taken or completed. If the State finds it necessary to change any of these dates, it will be accomplished via an addendum to this RFP.

<u>Event</u>	<u>Date</u>
RFP available to prospective Grantees	5/23/19
Final Date for Proposal Submission	6/3/19 at 5pm
Proposal Opening and Review	6/4/19-6/5/19
Notice of Intent to Award	6/6/19

Proposed Award Date	6/13/19
Expected Project Start Date	6/14/19
Project End Date	12/31/20

Expected start date is contingent upon California Volunteers and Grantee agreement of final grant terms.

## **COMPLETING AND SUBMITTING THE APPLICATION**

To simplify our review process, we ask that you comply with the format and content requirements detailed in this section. Resumes, samples of work, and letters of support are the only exceptions to this requirement. Proposals must be clear and succinct, and do not substitute length for substance. Proposals must be written in memo format and not exceed ten total pages. We encourage all supplemental materials and examples of work be included a URL links to websites and/or other publically available online content. **Links to Google docs or other cloud-based shared drives are not admitted.**

Please submit one copy of your proposal by email to [Justin.Knighten@CV.CA.GOV](mailto:Justin.Knighten@CV.CA.GOV). Email subject lines must read: **RFP #EP18-010: [insert the name of your community-based organization]**. Correlate major sections of your proposal with the proposal narrative instructions below:

## **PROPOSAL NARRATIVE INSTRUCTIONS**

### **I. Project Idea / Creativity (60%):**

Provide the California Volunteers application review panel with the initial idea, or ideas, that provide the “wow factor” for the California For All Emergency Preparedness Campaign.

Proposal:

- Provide initial creative idea(s) to accomplish the scope of work;
- Provide a vision for an expanded effort with resources beyond the allotted \$47,000;
- Identify initial thoughts on milestones, a reasonable timeline, and schedule of deliverables; and
- Indicate preliminary assumed suggestions on vendors, consultants and experts for this effort.

### **II. Qualifications (20%)**

Clearly describe staff qualifications and expertise in this type of project and engaging California’s diverse and vulnerable communities. Include previous experience with similar creative projects based on the idea(s) submitted in the proposal and how your creative work has engaged and mobilized target communities.

Proposal:

- Describes appropriate creative and cultural qualifications for the organization’s experience on similar projects and provide examples of project management that reflect the Scope of Work for this project;
- Present experience working within and for diverse communities;
- Provide evidence of organization’s financial and cash-flow standing to manage budgets effectively; and
- Provide at least one recommendation and contact information for a former client or project partner who can speak to your success and results in this space.

**III. Organizational Track Record (5%)**

Please provide at least 2 samples of past work that gives evidence of quality, creativity and community impact.

**IV. Project Management and Staff (5%)**

Describe your ability to effectively lead and manage the project and include:

Proposal:

- Capacity to provide updates when requested to the project leads; and
- List the specific members of your team who will likely work on this project and include their background information and bios, as well as, the percentage of their time allocated for this project.

**V. Cost (10%)**

Include an initial breakdown of all costs, with budget narrative to explain costs, for the \$47,000 as part of your proposal – per milestone according to the Scope of Work. Please also clearly indicate the total project administrative costs you will require to engage on this effort.

While only \$47,000 is guaranteed for this project through this RFP, please also indicate what could be done to further leverage or maximize your creative idea should there be additional resources made available. Please provide a separate narrative to explain what the additional costs would cover and an associated budget outline.

**SELECTION PROCESS**

Written proposals, including budget estimates, are due 6/3/19. All eligible proposals will be reviewed to determine if they meet the format requirements specified in the RFP. Those that meet the requirement will be submitted to an agency review panel that will evaluate and score each proposal independently using the criteria specified below.

<b>Project Idea / Creativity</b>
Provide initial creative idea(s) to accomplish the scope of work
Provide a vision for an expanded effort with resources beyond the allotted \$47,000
Identify initial thoughts on milestones, a reasonable timeline, and schedule of deliverables
Indicate preliminary assumed suggestions on vendors, consultants and experts for this effort
<b>Qualifications</b>
Describes appropriate creative and cultural qualifications for the organization’s experience on similar projects and provide examples of project management that reflect the Scope of Work for this project
Present experience working within and for diverse communities
Provide evidence of organization’s financial and cash-flow standing to manage budgets effectively
Provide at least one recommendation and contact information for a former client or project partner who can speak to your success and results in this space
<b>Organizational Track Record</b>
Please provide at least 2 samples of past work that gives evidence of quality, creativity and community impact.

**Project Management & Staff**

Capacity to provide updates when requested to the project leads

List the specific members of your team who will likely work on this project and include their background information and bios, as well as, the percentage of their time allocated for this project

**Cost**

Include an initial breakdown of all costs, with budget narrative to explain costs, for the \$47,000 as part of your proposal – per milestone according to the Scope of Work. Please also clearly indicate the total project administrative costs you will require to engage on this effort. While only \$47,000 is guaranteed for this project, please indicate what could be done to further leverage or maximize your creative idea should there be additional resources made available. Please provide a separate narrative to explain what the additional costs would cover and an associated budget outline.

The scores for each criterion, based on the above rubric, are added to get a final proposal score. The proposal receiving the highest score will be awarded the grant. Each applicant will be notified thereafter. Notice of the grant award will be given to each applicant and will be posted for a period of 5 days at [www.CaliforniaVolunteers.ca.gov](http://www.CaliforniaVolunteers.ca.gov).

**SUBMISSION PROCESS**

Please remember to follow the submission requirements for the proposal, as outlined earlier in this RFP, which identifies the following:

- *California For All Cultural Creative Experience*
- *RFP# EP18-010*

**DEPARTMENT CONTACT**

The project Representatives during the term of this agreement will be:

State Agency: California Volunteers	Grantee:
Name: Justin Knighten	Name:
Phone: 916.323.7646	Phone:
Email: <a href="mailto:Justin.Knighten@CV.CA.GOV">Justin.Knighten@CV.CA.GOV</a>	Email:

Direct all inquiries to:

State Agency: California Volunteers	Grantee:
Section/Unit: Finance & Administration	Section/Unit:
Attention: Kaitlin Meyer	Attention:
Address: 1400 10th Street, 2 <sup>ND</sup> Floor, Sacramento, CA 95814	Address:
Phone: 916.323.7646	Phone:
Fax: 916.558.3185	Fax:

## Attachment A

### The California For All Emergency Preparedness Campaign Entities

The California For All Public Outreach and Education Campaign is a critical element of the campaign to provide the resources and materials to support, leverage and ensure the success of all other campaign entities and their set of priorities. The other entities include:

- 1. Target County CBO and Statewide CBO RFP recipients.** Up to \$8 million is available to fund six Target County Community-Based Organization Partner (CBO Partners) who will each serve as the primary entity in one or more of the following targeted counties: Lake, Shasta, Fresno, Tulare, Riverside, and San Bernardino. **Statewide CBO RFP recipients.** Up to \$11 million is available to fund Statewide CBO Partners that can serve any of 52 California counties, excluding Lake, Shasta, Fresno, Tulare, Riverside, and San Bernardino. The number of these CBO Partners and specific counties selected will be determined through a statewide competitive grant making process.

Collectively, these CBO Partners will provide California For All Public Outreach and Education Campaign training and resources to vulnerable and diverse populations through sub-grants to local community-based organizations, referred to as Local Community-Based Organizations (Local CBO), serving those populations. These Local CBOs will leverage the power of peer-to-peer networks to organize their vulnerable and underserved communities to establish and implement tailored preparedness strategies that reflect their unique needs and challenges. An applicant may propose to serve more than one county, but must submit a separate proposal for each county.

Visit the California For All Emergency Preparedness Campaign website to find and read the full requirements of these important campaign entities:  
<https://californiavolunteers.ca.gov/californiaforall/>.

- 2. California For All Emergency Preparedness Campaign Support Team (Support Team) RFP recipient** will convene all Target and Statewide CBO Partners at least three times during the project to establish program parameters, provide training, and assess results. The Support Team will provide project management support and technical assistance for Target and Statewide CBO Partners. As part of this role, an Advisory Team of representatives from vulnerable communities will be available to provide additional technical support to all Target and Statewide CBO Partners during the lifetime of the project. As Target and Statewide CBO Partners develop the required program deliverables, the Advisory Team will serve as a resource for those interested in better informing their strategies to reach peer-to-peer networks and vulnerable populations.

To support the California For All Public Outreach and Education Campaign, the Support Team will:

- Conduct research on existing emergency preparedness curricula and outreach campaigns for federal, state, and local initiatives, and create a draft list of suggested curricula and outreach campaign elements. This inventory will inform the development of the appropriate materials that the California For All Public Outreach and Education Campaign will design and produce by identifying effective outreach content and elements for consideration for inclusion in the one-hour emergency curriculum content.

Additionally, the Support Team will provide suggestions on effective messages, materials, and outreach approaches.

- Develop a strategy to collect stories of impact from CBO Partners and CERT, Listos and AmeriCorps members affiliated with this effort who are all required to share success stories that can be used as part of the public outreach and education efforts to advance all outreach goals.

Visit the California For All Emergency Preparedness Campaign website to find and read the full requirements of this important campaign entity:

<https://californiavolunteers.ca.gov/californiaforall/> .

- 3. CERT, AmeriCorps, and Listos RFP Recipients** will provide training resources and community engagement. In addition, CBO Partners are encouraged to collaborate with Community Emergency Response Teams (CERT), AmeriCorps, and Listos programs who are available to provide emergency preparedness training in various formats and languages. CERT, a volunteer program often affiliated with public safety agencies, provides 20 hours of classroom-based preparedness training. CERT can support Local CBOs by providing additional community education and preparedness efforts. AmeriCorps is national service resource whose members can work in partnership with the selected Local CBOs to target additional communities for emergency preparedness training and resources. Listos is an eight-hour family-oriented preparedness curriculum that is currently offered in Spanish and can complement the Local CBO outreach and Campaign preparedness efforts.

Visit the California For All Emergency Preparedness Campaign website to find and read the full requirements of these important campaign entities:

<https://californiavolunteers.ca.gov/californiaforall/>.

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (if applicable)
------------------	---

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

CONTRACTING AGENCY NAME  
 Office of Planning and Research/CaliforniaVolunteers

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit C *	General Terms and Conditions	

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx](http://www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx)

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

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

CONTRACTOR BUSINESS ADDRESS      CITY      STATE      ZIP

PRINTED NAME OF PERSON SIGNING      TITLE

CONTRACTOR AUTHORIZED SIGNATURE      DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME  
 CaliforniaVolunteers

CONTRACTING AGENCY ADDRESS      CITY      STATE      ZIP  
 1400 10th Street      Sacramento      CA      95814

PRINTED NAME OF PERSON SIGNING      TITLE  
 Karen Baker      Chief Service Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE      DATE SIGNED

California Department of General Services Approval (or exemption, if applicable)



**PAYEE DATA RECORD**

STD. 204 (Rev. 6-2003) (REVERSE)

<b>1</b>	<p><b><u>Requirement to Complete Payee Data Record, STD. 204</u></b></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>								
<b>2</b>	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>								
<b>3</b>	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>								
<b>4</b>	<p><b><u>Are you a California resident or nonresident?</u></b></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov						
For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov						
<b>5</b>	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
<b>6</b>	<p>This section must be completed by the State agency requesting the STD. 204.</p>								
	<p><b><u>Privacy Statement</u></b></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>								

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: 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.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

CCC 04/2017

**CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.