

REQUEST FOR PROPOSAL – Secondary

Notice to Prospective Bidders

RFP #15-005

Translation Services for DIR Outreach & Educational Materials

February 2, 2016

You are invited to review and respond to this Request for Proposal (RFP) - Secondary, entitled RFP Number 15-005 – Translation Services for DIR Outreach & Educational Materials

In submitting your proposal, you must comply with the instructions contained herein.

This Secondary RFP is an open solicitation for private entities, non-profit organizations, the University of California, California State University Foundations, and other governmental entities; however, **government entities** that submit a proposal and bid are subject to all requirements governing this solicitation including the General Terms and Conditions (GTC 610) available at www.documents.dgs.ca.gov/ols/GTC-610.doc and Contractor Certification Clauses (CCC 307) available at www.documents.dgs.ca.gov/ols/CCC-307.doc.

The State's General Terms and Conditions (GTC-610) are **not negotiable**.

California DVBE incentive and Small Business preference programs apply to this RFP.

These programs will apply if the bidder is a certified DVBE or Small Business or if the bidder commits to subcontract with a certified DVBE or Small Business under the conditions herein.

Bidders should read the RFP carefully. In the opinion of The Department of Industrial Relations (DIR), this RFP is complete and without need of explanation. If you have questions or need any clarification of information contained herein, please post your questions on www.fiscal.ca.gov by the date specified in the Key Action Dates.

DIR staff will not respond to questions that are not posted on Fiscal. No verbal information provided by the Department of Industrial Relations (DIR) shall be binding upon the State unless such information is issued in writing as an official addendum.

DIR Contracts Manager
1515 Clay Street Room 301
Oakland, CA 94612

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Introduction

In the opinion of the Department of Industrial Relations (DIR), this Secondary RFP is complete and without need of explanation. If you have questions or need any clarification of information contained herein, please post your questions on www.bidsync.com.

In submitting a response to this RFP, it is each Bidder's responsibility to:

- Carefully read the entire RFP, including all referenced web addresses, regulations, orders and statutes cited in this document.
- Post questions in Fiscal by the required date.
- Submit all required bid elements and information, completed to the best of the Bidder's ability, by the required dates and times.
- Submit all cost/rate information in a separate sealed envelope in compliance with "Detailed Cost" requirements.

Note: Providing **cost and/or rate information in any other area of the proposal may result in rejection of your submission** and exclusion from further participation with this procurement.

1. Statement of Work

Purpose

The Department of Industrial Relations is dedicated to improving the health, safety, and economic well-being of over 18 million wage earners and helping their employers comply with state labor laws. DIR works to maximize the effectiveness of its programs, activities, and services, increase public access and promote its services to the public, including workers and employers who have limited English proficiency.

The purpose of this RFP is to hire a contractor to provide translation services which shall involve the translation of English documents into a foreign language. It also includes checking computer translated documents. The contractor will complete these services from their own place of business. Documents for translation are submitted to the Contractor (often electronically), who then returns the translated document within a certain period of time, as specified in the contract. The translation services specifications and related requirements are set forth in Section 1.1.

Background

The California Department of Industrial Relations (DIR) administers and enforces laws governing wages, hours and breaks, overtime, retaliation, workplace safety and health, apprenticeship training programs, medical care and other benefits for injured workers. Its mission is to improve working conditions and to advance opportunities for profitable employment in California. DIR also publishes materials and holds workshops and seminars to promote healthy employment relations, conducts research to improve its

programs, and coordinates with other agencies to target egregious violators of labor laws and tax laws in the underground economy.

The State of California has the largest and most diverse economy in the nation. DIR works to promote equal access to the Department's programs, activities, and services by providing forms and information in Plain Language English and in languages other than English.

DIR intends to award a two-year contract (with option to renew) to the bidder selected as the most responsible bidder whose response conforms to the RFP and meets the Department's requirements.

1.1 Scope, Tasks, and Deliverables

1.1.1 Scope

The contractor will provide the types of services described herein, including, but not limited to:

- i. Translating, formatting, and field testing of foreign language forms
- ii. Translating and formatting of foreign legal documents and contracts
- iii. Translating and formatting of posters, brochures and other informative leaflets/notices and websites/selected web pages
- iv. Translating and formatting of correspondence
- v. The conversion of technical or complex forms into foreign languages.

The contractor will provide translation and formatting services in the following languages:

- i. Chinese
- ii. Hmong
- iii. Korean
- iv. Punjabi
- v. Russian
- vi. Spanish (Mexican)
- vii. Spanish (Standard)
- viii. Tagalog
- ix. Vietnamese

1.1.2 Tasks

Services to be performed for any and all projects will be determined as the need arises and will be communicated to the contractor that has been awarded a contract.

- i. The contractor will deliver completed translations to DIR within five (5) business days (or within a timeframe otherwise agreed to in writing by the contractor and DIR). The translation process will be deemed completed when DIR is satisfied with the final translation and formatting.
- ii. All completely formatted forms MUST EXACTLY MATCH the English version unless otherwise agreed to in writing.

- iii. The contractor will provide the completely translated documents/forms in the native format unless specified otherwise by DIR. Such native format includes at the minimum, Microsoft Word, Microsoft Excel, Microsoft PowerPoint, and Adobe PDF or their equivalent. The contractor must be able to convert Microsoft files into PDF format.
- iv. The contractor will receive and transmit drafts and final versions of forms from and to DIR in writing, which includes secure e-mail, electronic file attachments to e-mail, web portal, or if requested by DIR, via facsimile, USPS mail, or overnight services to DIR.
- v. It is the intent of this RFP and any resulting agreement to promote consistency between translations of similar documents (e.g. consistency of translation between legal forms; consistency between brochures, etc.). Contractor must describe the methodology that will be used to promote such consistency.
- vi. English word counts will be determined using Microsoft Word's word count feature.
- vii. Contractor must state what certification(s) and membership(s) it holds with professional translation associations, and the effective date of each.
- viii. No machine generated translations are allowed.

1.1.3 Deliverables and Proposed Schedule

The contractor shall provide quarterly written progress reports to Kayla Lusby, from May 1, 2016 – May 1, 2018.

The quarterly reports are intended to provide a formal vehicle for communication from the Contractor to DIR. The reports are also required as a condition for payment of invoices submitted from the Contractor.

The quarterly reports shall be sent via e-mail to the following parties on a quarterly basis and should be accompanied with the invoice for services rendered during the same period:

Kayla Lusby
klusby@dir.ca.gov

Translation Services RFP: Deliverables Schedule

| Deliverable | Deadline |
|--------------------|-----------------|
| Quarterly Report 1 | 8/1/16 |
| Quarterly Report 2 | 11/1/16 |
| Quarterly Report 3 | 2/1/17 |
| Quarterly Report 4 | 5/1/17 |
| Quarterly Report 5 | 8/1/17 |
| Quarterly Report 6 | 11/1/17 |
| Quarterly Report 7 | 2/1/17 |
| Quarterly Report 8 | 5/1/18 |

Format of Quarterly Report

The contractor shall submit, at no additional cost, quarterly reports of services rendered. These reports must include, but not be limited to:

1. Translation Services Details:
 - a. Languages Requested
 - b. Date and Time of the Request
 - c. Services Start and End Date and Time
 - d. Translator Information
 - e. Rate Code or Rate
 - f. Total Charge per Service
2. Monthly Translation Summary Report – Usage by Language:
 - a. Total number and percentage of Languages Requested
 - b. Total Charge per Language

Monitoring of Contract Performance

1. Kayla Lusby and Suzanne Reinfranck are designated as the Departmental Project Coordinator(s). These individuals will have overall responsibility for monitoring and evaluating the performance of the contractor in the translation and formatting of DIR written materials.
2. The Departmental Project Coordinator(s) will review all reports for technical quality and compliance with the contract terms. At the discretion of the DIR, specifications for revisions will be set forth by the Departmental Project Coordinator(s) in writing and are binding on the contractor insofar as the specifications do not exceed the scope of the work required in the contract. The contractor must revise and deliver to the Departmental Project Coordinators within five (5) business days (unless otherwise agreed to in writing) any product deemed unacceptable by the Departmental Project Coordinator(s).
3. Any product submitted and found unacceptable by the Departmental Project Coordinator(s) will be rejected and, at the discretion of DIR: (1) the cost of revising the product to make it acceptable to the Departmental Project Coordinators will be absorbed by the contractor; (2) the cost of work not satisfactorily performed will be withheld; or (3) the contract will be canceled for nonperformance. A total of 10 percent of the total contract amount will be withheld, pending submission and acceptance of the final report. This amount will be paid within 45 days of report submission upon receipt of an appropriate invoice, unless written notification of noncompliance is provided by the Departmental Project Coordinators.
4. All translations should be suitable for public disclosure. There should be no individually identifiable information in the results.

5. The Contractor is required to obtain prior approval from the Departmental Project Coordinator(s) before changing project management personnel or professional/technical staff members. The qualifications of proposed staff replacements must be reviewed and approved by the Departmental Project Coordinator(s) prior to the assignment.

DIR Responsibilities

Designate staff to have primary responsibility for program liaison activities under the Agreement, including coordination activities, and meeting as needed to further define specific program needs and procedures.

1.2 Minimum Requirements of Bidders

DIR seeks highly qualified bidders who have an established reputation for translation of the highest quality and a powerful team of specialized linguists and formatters, proofreaders and quality assurance managers with a solid professional background in language translation. The contractor shall meet the minimum requirements listed below:

- i. The contractor shall have a language proficiency procedure in place to verify competency as a condition of employment as a translator.
- ii. DIR shall have quick and short notice access to a translator. Translator requests of less than five (5) days (unless otherwise agreed to in writing) advance notice must be met for all of the requested languages.
- iii. The contractor shall have the capability of providing all of languages listed under Section 1.1.1.
- iv. The contractor shall be able to build and maintain a customized glossary of terms commonly used in text.

1.2.1 California State Qualified

The contractor must be qualified to do business in California. Please review the CONTRACTOR CERTIFICATION CLAUSES (CCC-307) – Attachment 2.

1.2.2 Financial Statements

N/A

1.2.3 Insurance Requirements

Contractors must submit evidence of insurance – or – evidence of insurability such as a letter from an insurance company indicating that bidder is insurable under the following requirements. Actual evidence of insurance will be required during the contract execution period.

1.2.3.1 Workers' Compensation and Employer Liability Coverage

Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. In addition, employer's liability limits of \$1,000,000 are required. By signing this contract, Contractor

acknowledges compliance with these regulations. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.

1.2.3.2 Errors & Omissions/Professional Liability

Contractor shall maintain Professional Liability covering any damages caused by a negligent error, act or omission with limits not less than \$1,000,000 per claim and \$2,000,000 aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this contract is executed or before the beginning of contract work.

1.2.3.3 Meet ORIM Requirements

Evidence of insurance shall meet the requirements specified in the Agreement and shall be of a form and content acceptable to Department of General Services, Office of Risk and Insurance Management (ORIM).

1.2.3.4 Additional Insured

This policy must include the DIR as additional insured, but only insofar as the operations under this contract are concerned, and must provide the additional insurance language as follows: "The State of California, its officers, agents and employees are included as additional insured, but only with respect to work performed for the State of California under the contract."

1.2.3.5 Certificate of Insurance

The certificate of insurance shall be issued by an insurance company, or be provided through partial or total self-insurance, acceptable to DGS/ORIM.

1.2.3.6 Requirements to Notify DIR of Terminated Insurance Coverage

Contractor is responsible to notify the DIR within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage.

1.2.3.7 30 Day Notice to cancel from Insurer

The certificate of insurance shall provide that the insurer shall not cancel the insured's coverage without thirty (30) days prior written notice to the DIR.

1.2.3.8 Change of Carriers, Lapses, Expiration, or Cancellation of Insurance

In the event said insurance coverage changes, lapses, expires, or is cancelled at any time or times during the term of the Agreement, Contractor shall provide at least thirty (30) days prior to said date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of DGS/ORIM. Contractor agrees that no work or services shall be performed prior to required approvals. In the event Contractor fails to keep current and in effect at all times, insurance coverage as herein provided, the DIR may, in addition to any other remedies, terminate the Agreement.

1.2.4 Licenses

No License Requirements

1.2.5 Other Requirements

The winning bidder may be required to agree to the language in Attachment 12, Confidentiality and Security of DIR Information, and for certain key personnel to execute the Acknowledgement of Confidentiality, Attachment 13, prior to commencing work under the contract.

The winning bidder shall be required to execute Attachment 14, Assignment of Work and Restricted License regarding deliverables, at the time of contract execution and prior to commencing work under the contract.

1.3 Post-Award Contract Performance

Once a contract has been awarded, the contractor will be contacted with translation needs and materials on an as-needed basis.

1.3.1 Project Management

The following are project management and performance specifications setting forth under the awarded contract.

- i. Provide and implement a well-organized and complete plan for all activities, tasks, and milestones;
- ii. Provide competent and qualified experts in all technical and administrative areas;
- iii. Meet the terms of the Agreement in a cost-competitive manner within specifications, budget, and schedule;
- iv. Monitor Contractor resources and expenditures to ensure fulfillment of project goals and objectives within the approved budget;
- v. Monitor and track quality of performance, staff, subcontractors, and other relevant factors to ensure contract compliance and excellence;
- vi. Respond to the identified workload in a timely manner and consistently meet all work product and event deadlines;
- vii. Identify and report problems in a timely manner and recommend and implement solutions;
- viii. Acquire approval for expenditures that were not individually listed in the Cost Sheet, prior to undertaking such expenditure;

1.3.2 Other Requirements

The performance of the contract associated with this RFP includes all administrative costs associated with the statement of work and any costs associated with the compliance of all government requirements.

Location of Services

The vendor will perform work at their worksite; however, collaboration with DIR personnel will be required and the contractor can expect significant contact via e-mail and phone.

Invoicing and Payment

Abide by all DIR-required policies and procedures related to invoicing and payment. Payments shall be made in arrears for services satisfactorily provided. All invoices shall be subject to 10% withhold as required by the State Contracting Manual Vol. 1, until the all deliverables under contract are accepted.

Sub-Contractor Records and Other Government Reporting Requirements

Prime Contractor is responsible to collect and retain all sub-contractor records associated with the scope of work and government reporting requirements to include but not limited to Small Business and DVBE reports, progress reports, all deliverables, and presentations.

Notification of All Issues Affecting Work Under Agreement

The Contractor is responsible to notify DIR of any issues that might affect the quality of materials, quality of work, safety, and/or the timelines established or associated with the services provided.

Change Orders

Upon notification of issues, DIR and Contractor shall discuss and determine if a change order should be executed to address identified issues.

Contract Amendments

Any contract amendments require DIR and contractor to execute a Std. 213a, and approval by DGS, if required. The contract awarded pursuant to this RFP may be amended in compliance with the State Contracting Manual Volume 1, including but not limited to section 3.09 and 5.81.

2. Contract Term and Budget/Cost Limitations

Term

The contract executed in response to this RFP will be for two years; the estimated agreement dates will be from April 15, 2016 or upon approval by DGS.

Budget/Cost Limitations

The contractor is expected to provide their most competitive bid based upon the requirements for the Volume 2 – Cost Information, listed on page 13.

The budget for this RFP is \$400,000.00.

3. Key Action Dates

| Key Action | Date | Time |
|---|---------------------------------------|--------------------------------|
| RFP Release Date – Posted on www.fiscal.ca.gov | February 2, 2016 | |
| Bidder's Conference [Optional] at: N/A | N/A | |
| Bidder's Written Questions Submittal Deadline Submitted via www.bidsync.com | February 16, 2016 | 8:30 pm Pacific Time |
| DIR Written Answers Due Date Posted on www.fiscal.ca.gov | February 19, 2016 | |
| Bidder's Proposals Due Date* | February 26, 2016 | 4:00 pm Pacific Time |
| Phase I – Technical Evaluation and Scoring of Proposals | February 29, 2016 to March 3, 2016 | |
| Phase II – Bidder Interviews | March 7, 2016 to March 10, 2016 | |
| Phase III – Cost Calculations and Application of socio-economic adjustments | March 11, 2016 | |
| "Intent to Award" | March 14, 2016 | |
| Protest Period (5 Business Days) | March 15, 2016 to March 22, 2016 | |
| Proposed Contract Award Date | March 23, 2016 | |

Notes:

* The Bidder's Proposal Due Date cannot be changed except by an official addendum posted on Bidsync.com. Please refer to Fiscal as you develop your proposals for the latest information.

All key actions and dates after the Bidder's Proposal Due Dates are estimated and subject to change.

4. Contact with DIR during RFP Process

Prospective Bidders shall NOT contact any DIR employees or contractors regarding the proposed work associated with this RFP except as prescribed under this RFP. Any discussion or inquiry regarding this RFP may result in the disqualification of proposal or contract award. This requirement is to ensure a fair and equitable process in awarding a contract based upon merit.

5. Bidder Questions and Bidder's Conference

5.1 Bidder Questions

Bidders requiring clarification of the intent or content of this RFP or on procedural matters regarding the competitive bid process may request clarification by submitting written questions on Fiscal. To ensure a response, questions must be received, in writing, by the scheduled date specified in RFP Section - Key Action Dates.

Questions received after the dates indicated will only be answered by the DIR as time allows as solely determined by the DIR, and therefore may remain unanswered.

Question and Answer sets will be provided to all potential Bidders via posting on the commercial website www.bidsync.com without identifying the submitters. At the sole discretion of the State, questions may be paraphrased by the State for clarity.

- Questions must be submitted in writing on Fiscal by the schedule in the Key Action Dates.
- Only written questions and written answers released by the RFP representatives shall be binding upon the Bidders and the State. Oral answers shall not be binding on the State.

5.2 Bidder's Conference

This RFP does not have a Bidder's conference.

6. Required Proposal Elements and Information

Bidders must possess required licenses, insurance, and equipment as well as demonstrate the experience and expertise of the proposed team to complete duties described in the Section 1: Purpose and Description of Services.

Required Documents

The elements of a complete submission are defined below in **two volumes**.

Volume 1 is the proposal that does NOT contain any cost information. Cost information includes but is not limited to: Individual Rates of Staff, Total Cost Bid, Cost of deliverables or sub-components of the proposal, and the cost of sub-contracted personnel or services. Volume 2 is the cost information that must be sealed in a separate envelope and labeled "Volume 2 – Cost Information"

The required documents and forms must be delivered in one package.

A list of the items required is found in Attachment 1. Failure to provide required items in attachment 1 may result in rejection of the proposal.

Volume 1 – Proposal (No Cost Information)

DO NOT INCLUDE RATES OR ANY COST INFORMATION in Volume 1 Documents.

- 1) **Cover Letter** is designed for the vendor to demonstrate the experience and technical expertise of the individual or team to perform the tasks and complete work described in the SOW.

The cover letter must be signed by an individual who is authorized to bind the firm contractually. The cover letter must indicate the title or position that the individual holds in the firm. The signed cover letter must be on the Vendor's official business letterhead stationery.

The cover letter (which is an integral part of the Offer) shall introduce the firm and provide compelling arguments as to why the DIR should select their firm to complete work under this RFP. These arguments should include the requirements listed in this RFP to include but not limited to prior experience, similar projects completed, technical expertise, project management expertise, availability of resources, and ability to meet deadlines.

- 2) **Executive Summary** should contain a salient overview of the Vendor's bid. It must condense and highlight the contents of the bid to provide a high level understanding of the entire bid and to facilitate the review of the bid by the State.

If the bid is made under a fictitious name or business title, the actual **legal name** of bidder must be provided.

- 3) **Provide responses to the following:**

- a. Description of Service Model and Approach: Describe your approach to providing translation services. This must include the categories of translation services and specific languages you have to offer. Please also include the strategies your organization will employ to effectively execute the work in each of the areas described under Scope.
- b. Experience: Include examples of your organization's experience with other government agencies and prior work that demonstrates experience meeting or exceeding the requirements of this RFP.
- c. Staffing Model: Provide an overview of your staffing model and an outline of who will be working with DIR in order to fulfill the responsibilities outlines in the Scope, and with what frequency. A resume for each person that you are proposing as part of the bid shall be provided with qualifications attached.
- d. Quality Control Plan: It is the intent of this RFP and any resulting agreement(s) to promote final translated and/or formatted documents of high quality. The proposer shall have the

ability to measure translation quality objectively with proper tools and processes for evaluating accuracy, consistency, spelling, number and date formatting among other essential checks. Please describe, in detail, your processes for the following:

- i. Certifying translators
- ii. Document translation
- iii. Website translation
- iv. Back translation
- v. Building customized glossaries
- vi. Quality control/assurance

- e. Customer Service: Provide a description of the level of customer service that will be provided, including procedures that will ensure consistency and problem escalation and solution.

4) Conflict of Interest Statement and Disclosure

All bidders must complete and sign CCC-307 which includes the Conflict of Interest Certification. Should any conflict of interest exist between the business activities of the proposing firm or its individuals and the interests of the proposed study, additional documentation and disclosure describing the conflict must be attached. (See Conflict of Interest Section).

5) Minimum Qualifications and Experience and References

Bidders must provide support that they possess the qualifications and requirements specified in Section 1.2. Failure to provide the necessary support may result in a proposal to be rejected and deemed nonresponsive. The requirements listing project titles, staff members, and dates of contract award and completion may be submitted using Attachment 3. Attachment 3 is provided as a guide. The actual form is not required, but recommended.

6) Resumes for Key Team Members and Sub-Contractors

Bidders shall provide current resumes of all key team members; this includes all participants from the Prime Contractor and all Sub-contractors.

7) Work Plan, Methodologies, Approach, and Relevant Team Experience

The bidder shall prepare a work plan and schedule for project completion contained within the Statement of Work.

The work plan should (1) provide a general approach to providing translation services, (2) describe the categories of translation services and specific languages the bidder has to offer, (3) provide specific tasks and milestones by which the tasks, deliverables, and progress can be measured by the DIR evaluation team and project manager, (4) describe the proposed methods and approaches the bidder will take to meet requirements under the Statement of Work, specify the relevant work

experience for the team members and of significant contribution they bring to the proposed project team.

8) Sample Work Products

Bidders shall provide an example of the staff's ability to produce high quality work to DIR. Using the link below, please provide a Spanish translation of each page listed, including text written in the illustrations.

http://www.dir.ca.gov/dosh/dosh_publications/constguideonline.pdf

- a. Page 17
- b. Page 23
- c. Page 33
- d. Page 121 (illustration 9)
- e. Page 125 (illustration 10)

9) All other required forms or documents specified in Attachment 1.

Volume 2 – Cost Information

This RFP is for Services only.

The RFP does not authorize the inclusion of any goods, supplies and equipment. The contractor is responsible to provide all supplies and equipment associated with the requirements under this RFP. The detailed cost sheet shall NOT include any goods or charges for use of goods or equipment. Any goods or quasi-goods line items included in the cost sheet shall not be incorporated into the final agreement.

Rate per Word

Bidders shall submit the rate per word for each of the languages listed in Section 1.1.1.

The rate per word submitted for each language shall be fixed for the life of the contract awarded through this RFP. The RFP and subsequent contract do NOT authorize any rate increases (COLA, Tiered Rates, or other multiple level rate structures) during the life of the contract.

Total Cost Bid

The Bidder shall provide a Total Cost Bid that identifies all costs for performing the scope of work indicated in Section 1. Bidders may add rows to the Cost Sheet, if necessary, and provide more detail in the Cost Sheet for the DIR's evaluation purpose. Any invoiced items of the awarded bidder (or the Contractor), which are not included in the accepted Cost Sheet, may be rejected and denied for invoice payment.

Travel expenses shall not be reimbursed by the State as a separate line item on the cost sheet. Bidder is expected to include any travel costs in the bid price.

Detailed Cost Sheet

The Cost Sheets must be submitted in hard copy and in a separate sealed envelope marked "**Do Not Open** – Costs for RFP 15-005 – Translation Services for DIR Outreach & Educational Materials.

Bidders shall submit all costs to complete all work as specified in this RFP using the format as illustrated in the Cost Sheets in Attachment 9. Bidders may add rows to the Cost Sheet, if necessary, and provide more detail in the Cost Sheet for the DIR's evaluation purpose. Attachment 9 is not specifically required; however, the information shown in the attachment is required in the cost bid submitted by the bidder.

In the cost sheet, the Bidders shall submit all labor costs associated with the requirements under Section 1 to include all administrative, supervisory, and labor costs. All languages shall be listed with the rate per word for each language.

The costs of all tasks, services, and/or milestones cannot exceed the bidder's total cost/budget submitted in the sealed separate envelope.

7. Evaluation Process

A responsive bid is one, which complies with all submission requirements and minimum requirement listed in this RFP.

7.1 Compliance with Submission Requirements and Minimum Requirements

The DIR Contracts office will conduct an initial bid compliance check to determine whether or not a bidder's package is complete in conformance with the submission requirements and minimum requirements of this RFP.

This includes but not limited to ensuring that (1) all documents are included and properly signed in the proposed's bid, (2) all forms as stated on Attachment 1 – Bid Checklist are submitted to include Preference Program documentation for Small Business, Micro-business, Disable Veteran Business Entities, Non-Small Businesses sub-contracting with Small Business, and Target Area Contract Preference Act (TACPA), if applicable; (3) ability to meet minimum requirements (see Section 1.2 and Attachment 1) is provided in your proposal; (4) Rates, labor hours, and/or cost information is contained only in the sealed cost bid envelope, and (5) The cost bid worksheet and contractor rates are provided in a separate sealed envelope.

If the proposal package does not meet the submission requirements and minimum requirements, then those bids are non-compliant and shall be disqualified from continuing to the final evaluation of bids.

Any non-compliant bidders will receive a letter from the DIR Contracts Office explaining the reason their bid did not advance to final evaluation.

During the final evaluation phase, the DIR will fully evaluate bids, interview contractors, and analyze costs to determine responsiveness to the DIR's needs. A selection panel comprised of no less than three (3) DIR personnel will determine the bidder who will be awarded a contract.

The bidder's package will be evaluated under the specified rating criteria.

The bidder, who best meets or exceeds the requirements and has the highest adjusted score after application of preferences and incentives shall be awarded the contract.

The evaluation categories are summarized in the following table:

| | Evaluation Description | Maximum Value |
|---|---------------------------------|----------------------|
| 1 | Experience and Qualifications | 25 |
| 2 | Quality of Response | 10 |
| 3 | Quality of Sample Work Products | 25 |
| 4 | Bidder Interviews | 10 |
| 5 | Cost Evaluation | 30 |
| | Total Points | 100 |

* In the unlikely event of a tie bid, the tiebreaker will be decided using a coin toss as indicated in SCM Volume 1 Section 5.4.5. Such an event will be observed by witnesses. The affected bidders will be invited to attend.

7.2 Final Evaluation

7.2.1 Proposal Evaluation Criteria

Compliant Proposals will be evaluated and scored according to the criteria indicated below.

All proposals shall be evaluated by the criteria below based upon quality of response and awarded points based upon what DIR considers critical to the response.

| <u>EVALUATION CRITERIA</u> | <u>POINTS AWARDED</u> |
|---|------------------------------|
| Experience and Qualifications of Team Members Respondents and Respondents resources will be evaluated on the following. All pertinent information in this regard should be provided as part of the "Related Experience and References" portion of Section C, 5, (2) "Content of Written Proposal." The Contractor for this study should have the following qualifications: <ul style="list-style-type: none"> • A language proficiency procedure in place to verify competency as a condition | 25 |

| | |
|--|----|
| <p>of employment as a translator.</p> <ul style="list-style-type: none"> • The Department of Industrial Relations shall have quick and short notice access to a translator. Translator requests of less than 24 hours advance notice must be met for all of the most commonly used languages. • The contractor shall have the capability of providing translation services for all of the following languages: <ul style="list-style-type: none"> ○ Chinese ○ Hmong ○ Korean ○ Punjabi ○ Russian ○ Spanish (Mexican) ○ Spanish (Standard) ○ Tagalog ○ Vietnamese • An evaluation of each area below will be made of the probability of success of and risks associated with the proposal response: <ul style="list-style-type: none"> i. Service Design – Ease of access to translation services and multiple avenues to schedule and obtain services. ii. Service Availability – 24 hour/7 days a week quick and short notice access to translators. iii. Strength of Translator Pool – Number of local qualified translators. iv. Multi-Language Capability – Availability of all of the languages listed above. • An established reputation for expert document translation of business and marketing research; websites and multimedia materials; and personal, legal, and medical documents. • Ability to work with confidential, sensitive or privileged materials within a protocol at least as protective as that protocol imposed by applicable federal and state laws, and State of California policy for information security. As appropriate, DIR shall require Contractor to agree to the language in Attachment 12, Confidentiality and Security of DIR Information, and to execute the Acknowledgement of Confidentiality, found in Attachment 13, prior to commencing work under the contract. | |
| <p>Quality of Proposal Response</p> <p>Proposals will be evaluated for readability, organization, specificity, and ability to communicate concepts clearly and succinctly. Proposals will be viewed as samples of the type of final work products that the DIR could expect to receive from a respondent, if selected.</p> | 10 |
| <p>Quality of Sample Work Products</p> <p>Using the Sample Work Products link on page 13, the Proposal shall include</p> | 25 |

| | |
|---|-----------|
| demonstration of high quality services and work products as demonstrated by the Sample work products. | |
| Total Possible Points | 60 |

7.3 Interviews

During this evaluation phase, the DIR will evaluate each bid based upon a presentation made to the evaluation team. The criteria for the interview questions are based upon the minimum requirements of the RFP and ability to respond to the DIR's needs.

Interviews will be conducted by the same evaluation committee members who assessed the written proposals. The interview criteria shall be determined by the evaluation team. The evaluation team shall make all efforts to standardize the interview process and ask the same questions to all bidders.

This interview shall be conducted either via a webinar or in person at the DIR building located at:

1515 Clay Street
Oakland, CA 94612

At a minimum, the bidder's project manager and one other project team members must appear in person or via conference call for the interview. Travel costs incurred by the bidder are the responsibility of the bidder and will not be reimbursed by the State.

This presentation is an integral part of the RFP process. Failure to make this oral presentation will be considered being nonresponsive to this RFP and the proposal will be rejected.

All interviews shall be evaluated by the criteria below and ranked based upon quality of response.

| <u>INTERVIEW CRITERIA</u> | <u>MAXIMUM POINTS AWARDED</u> |
|---|--|
| Project Presentation Thorough and clear presentation made with the participation of key team members present. Presentation provides an overview of the more complex aspects of the project that is accessible to a non-technical audience. Questions are answered completely and clearly. | 5 |
| Response to Requirements, Experience and Expertise Respondents will be required to give a detailed, oral explanation of their proposals and to respond to questions regarding their proposal approach and methodology. They will also be required to discuss and respond to questions regarding the development of the translation services required by this RFP. | 5 |

| | |
|--|-----------|
| Respondents will be required to explain and respond to questions regarding their experience and expertise and that of any participant of the translation team. Points will be awarded based upon the quality, pertinence and degree of experience and expertise of the team members. | |
| Total Possible Points | 10 |

Evaluation Methodology

Each criterion in the bidder proposal will be reviewed and ranked from highest to lowest based upon the rating scale below. A score shall be assessed independently by each evaluator; then the evaluators shall meet to discuss their scores. Any major deviations will be discussed in the group whereby, each party provides their rationale for their scoring. The final score shall reflect both the independent assessment and the collaborative discussion.

Each category of criteria evaluated by DIR in Sections 7.2 and 7.3 will be rated using the following methodology:

| Rating Factor | Rating Description |
|---------------|---|
| 1 | All or most of the requirements in the response do not meet the minimum requirements for the criterion evaluated. |
| 2 | Most of the requirements in the response meet minimum requirements for the criterion evaluated – or - the response for the criterion is incomplete or unclear, and therefore, does not meet minimum standards. |
| 3 | The response meets the minimum requirements for the criterion evaluated. |
| 4 | The proposal provides one or two qualitative and/or quantitative attributes that exhibit best industry practices, superior experience, knowledge, and execution, and/or possess one or two quantitative attributes superior to other bidders. |
| 5 | The proposal provides multiple (more than three) qualitative attributes for the criterion evaluated that exhibit best industry practices, superior experience, knowledge, and execution, and/or multiple quantitative attributes superior to other bidders. |

The points awarded for all evaluation criteria are in multiples of 5 (Example: 5, 10, 15, etc.)

For the evaluation criteria that are awarded five (5) points, the rating factor is the points awarded for those criteria.

For evaluation criteria that have higher weighting, awarded points are greater than 5, the rating factor shall be proportionately larger based upon the specified criterion and calculated as such.

| | 5 Point Criteria | 10 Point Criteria | 15 Point Criteria | 20 Point Criteria | 25 Point Criteria |
|------------------|---------------------|----------------------|----------------------|----------------------|----------------------|
| Rating of Bidder | | | | | |

| Response | POINTS AWARDED FOR CRITERIA BASED UPON ACTUAL EVALUATION RATING | | | | |
|----------|---|----|----|----|----|
| 5 | 5 | 10 | 15 | 20 | 25 |
| 4 | 4 | 8 | 12 | 16 | 20 |
| 3 | 3 | 6 | 9 | 12 | 15 |
| 2 | 2 | 4 | 6 | 8 | 10 |
| 1 | 1 | 2 | 3 | 4 | 5 |

Examples: If the criterion is allocated 25 points, the allocated points is five (5) times the rating factor; if the proposal is rated 4 by the evaluation team, then the points awarded for the proposal will be 20, or the rating of 4 multiplied 5 times. If the criterion is allocated 15 points, the allocated points is three (3) times the rating factor, if the proposal is rated 2 by the evaluation team, then the points awarded for the proposal will be 6, or the rating factor of 2 multiplied 3 times.

7.4 Preferences

7.4.1 Adjustment for DVBE Incentive

There is an incentive for DVBE participation up to 5% of the Technical and Cost points.

Example: The example below is based upon total Technical & Cost score of 100 points.

Note: If there is a minimum requirement of 3%, then the DVBE Incentive Points box should state “Non-Compliant” in the three rows with percentages below 3%.

| Confirmed DVBE participation of: | DVBE Incentive Points (Based upon 100 Total Technical/Cost Score) |
|----------------------------------|--|
| 5.00% and above | 100 pts * 5% = 5 |
| 4.00% to 4.99% | 100 pts * 4% = 4 |
| 3.00% to 3.99% | 100 pts * 3% = 3 |
| 2.00% to 2.99% | 100 pts * 2% = 2 |
| 1.00% to 1.99% | 100 pts * 1% = 1 |
| 0.00% to 0.99% | 0 Points |

The award of DVBE incentive points cannot be used to achieve any applicable minimum point requirements.

Note: The application of DVBE incentive points may not displace an award to a DGS certified Small Business; however, a non-small business bidder that receives a 5% small business incentive using

subcontractors may be displaced by the application of the DVBE incentive.

The DVBE incentive points are added to the total technical score.

7.4.2 Adjustment for TACPA Preference Program

In evaluating proposals, the State will give preferences in accordance with the law for Bidders who are California home based and who successfully claim preferences under Target Area Contract Preference Act (TACPA) by completing and returning the appropriate forms described in RFP Section below. The TACPA Preference Program applies to all competitive transactions of \$100,000 or more.

All requests for TACPA preference points shall be forwarded to DGS/Procurement Division for verification of worksite and workforce eligibility; TACPA points are calculated by multiplying the worksite and workforce eligibility percentages (5% to 9%) approved by DGS.

Available evaluation preferences under TACPA are limited to a maximum of 9% of the highest unadjusted Total Score.

Note: The application of TACPA preference points may not displace an award to a Department of General Services (DGS) certified Small Business. However, a firm that receives a 5% non-small business subcontractor preference is not a certified Small Business, and may be displaced by the application of the TACPA preferences.

7.4.3 Adjustment for Small Business Preference Program

Small Business Preference points will be calculated by multiplying 5% with the highest unadjusted non-small business total score; the points calculated shall be added to those bids who qualify under the Small Business Preference program.

Note: If the highest point score is a certified small business, then the award is made to the small business and no adjustment for the small business preference program is made.

7.5 Cost Evaluation and Final Scoring

After the interview phase, the cost bids will be opened by the evaluation team and contracts office shall (1) verify any claims for socio-economic preferences and incentives and (2) compute points for the cost bid. The cost bids will be evaluated and awarded points for their cost bid as well as additional points for socio-economic programs, the bidder with the highest score will be awarded the contract.

7.5.1 Total Cost Points

Each bidder's total cost for all services will be ranked from low-to-high. The proposal with the lowest total cost will receive the 100% if the cost score specified in Section 7.1.

The remaining proposals will receive an incrementally lower score as indicated in the example stated in SCM Volume 1 Section 5.25. **All cost figures are purely hypothetical**

Lowest Cost Proposal = \$75,000

Other Proposal = \$100,000

Total Cost Points Available = 30 Points

Lowest Cost Proposal = $\$75,000 / \$100,000 = .75$

$.75 \times 30 = 22.5$ Cost Points awarded to the other proposal

The following table provides a sample distribution of awarded points for 2 proposals:

****All cost figures are purely hypothetical****

| | Total Cost | Points Awarded |
|------------|------------|----------------|
| Proposal 1 | \$12,000 | 30.00 |
| Proposal 2 | \$15,000 | 24.00 |

8. Other Important Information for Bidders

8.1 Addendum

The State may modify the RFP prior to the submission due date for Proposals by issuing an addendum. Addenda will be numbered consecutively. Only the latest version of the RFP documents, as may be modified by any addenda, will be the correct and valid RFP to which Bidders must be responsive.

8.2 Eligibility

This RFP is an open solicitation for private entities, non-profit organizations, the University of California, California State University Foundations, and other governmental entities, and all agreements entered into with the State of California will include by reference General Terms and Conditions (GTC 610) available at www.documents.dgs.ca.gov/ols/GTC-610.doc and Contractor Certification Clauses (CCC 307) available at www.documents.dgs.ca.gov/ols/CCC-307.doc by which the State's General Terms and Conditions (GTC-610) are not negotiable.

8.3 Confidentiality of Bids

Bids are public record and Bidders should be aware that marking a document "CONFIDENTIAL" or "PROPRIETARY" will not keep the document from being released unless an order by a Court specifically prevents its release by the State.

The content of hardcopy and electronic work papers and correspondence disclosing any part of a bid will be held in the strictest confidence until the Notice of Intent to Award is posted.

Any disclosure of confidential information by a State employee is a basis for disciplinary action, including dismissal from State employment, as provided by California Government Code § 19570 et seq.

8.4 Payment

Only allowable costs stated in the submitted Cost Sheet will be incorporated into the final contract. Any invoiced items that are not included in the Cost Sheet will be denied.

8.5 Travel Costs

Travel expenses shall not be reimbursed by the State as a separate line item on the cost sheet. Bidder is expected to include any travel costs in the bid price and/or adjust their bid price according for this overhead cost.

8.6 Printing Services Under This RFP

Printing services may be included in the cost portion of this RFP; HOWEVER, the contractor may not engage in any printing activity unless a waiver is provided by the Department of General Services, Office of State Publishing (OSP).

Contract awarded under this RFP requires that all printing services be sent to the Department of General Services, Office of State Publishing.

8.6.1 Authorization

2007 Management Memo MM07-06: <http://www.dgs.ca.gov/osp/Resources/SAMMM.aspx>

All printing activity associated with this RFP is subject to review by the Office of State Publishing (OSP). OSP has the first right of refusal for any printing jobs associated with the work contracted under this RFP. The OSP will determine whether or not to accept a printing request upon review of the following print specifications. Unless the OSP grants a specific or general waiver, the OSP will complete all printing request.

A contract awarded under this RFP does not authorize any printing activity performed by the prime or sub-contractor. Printing activity as defined under DGS Management Memo 07-06 issued on 6/21/2007 under the State Administrative Manual is not authorized and shall not be reimbursed under this contract.

State agencies must now procure printing services through the Office of State Publishing (OSP). In order to ensure compliance, departments and agencies must first contact the OSP to determine if the OSP can provide the printing services in question.

If a waiver is submitted to and approved by DGS, Office of State Printing, contract awarded under this RFP may be amended in writing to allow printing activity.

8.6.2 Small Business/DVBE Sub-Contracted Printers

DVBE or Small Business sub-contracted printers cannot be used to meet the minimum DBVE and/or Small Business participation requirements under this RFP.

DVBE or Small Business printers will not be factored into the Evaluation Process and will not be used in the calculation of the DBVE or Small Business requirements.

If a bidder submits a DVBE or Small Business printer and printing activity becomes authorized under the executed contract, the amount associated in whole or in part may be used to satisfy the minimum DVBE or Small Business participation requirements at time of audit.

9. Conflict of Interest

The identification and disclosure of a conflict of interest does not exclude parties from competing in the bid process. All bidders must complete and sign CCC-307 which includes the Conflict of Interest Certification. Please review Section 1.2.1 Bidder Restrictions (Workers' Compensation Industry) in regards to specific bidder restrictions or additional disclosures that may be required.

9.1 General Description

- A. For purposes of this Agreement, "conflict of interest" means:
 - a) a conflict of interest as defined in this RFP or any resulting Agreement;
 - b) a conflict of interest prohibited by any applicable Federal or State law, including the Political Reform Act, relating to conflicts of interest.¹; and/or
 - c) a financial interest that may impair the ability of the individual or firm to deliver fair unbiased work for the State.
- B. The bidder agrees to notify the DIR's Project Manager promptly of any potential conflict of interest, including those of all persons performing work for the bidder under this Agreement, whether employees, independent contractors or others. The DIR may exercise its option to direct termination of any individual or firm or this Agreement, if such a conflict is found.
- C. For purposes of this RFP, a "Covered Entity" is defined as any individual, firm, sub-contractor, or other party who might perform work under a contract awarded in response to this RFP.

9.2 Rules Relating to Current and Former State Employees

Bidders are on notice of the following provisions regarding current or former state employees and disclose any disqualifying situations from the following provisions:

Current State Employees (Public Contract Code (PCC) §10410):

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.

¹ The Political Reform Act is set forth in Government Code section 81000 et. seq.

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 (PCC §10411):

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.

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.

10. Submission Procedure

The proposal package should be prepared in the least expensive method. Expensive bindings, color displays, promotional materials, et cetera, are neither necessary nor desired. Respondents are encouraged to concentrate on conformity with RFP instructions, responsiveness to RFP requirements and the clarity and completeness of the proposal's content.

The elements of a complete submission are defined below in two volumes. Volume #1 is the proposal that does NOT contain any cost information. Cost information includes but is not limited to: Individual Rates of Staff, Total Cost Bid, Cost of deliverables or sub-components of the proposal, and the cost of sub-contracted personnel or services. Volume 2 is the cost information that must be sealed in a separate envelope and labeled "Volume 2 – Cost Information".

The required documents and forms must be delivered in one package.

Failure to provide all items in Attachment 1 may result in disqualification.

1. **Submission Format:** The respondent must submit both volumes of their proposal and three (3) copies as printed documents.

All documents must be sent together in one package and submitted as follows:

- a. The envelope containing the cost bid must be plainly marked with this RFP number and title, your firm name and address, , as shown in the following example:

RFP 15-005
Translation Services for DIR Outreach & Educational Materials COST BID
Your Firm's Name

Your Firm's Address
City, State and Zip Code

Proposals and cost bids not submitted under sealed cover and marked as indicated may be rejected.

2. All required Information for the review of proposal must be submitted. Proposals not including the proper "required attachments" may be deemed non-responsive. A non-responsive proposal is one that does not meet the basic requirements. Mail documents to the following address:

Department of Industrial Relations
ATTENTION: Matthew T. Shiroma
RFP 15-005: Translation Services for DIR Outreach & Educational Materials
Office of Contracts and Procurement
1515 Clay Street, Suite 301
Oakland, CA 94612

If proposals are hand delivered, they must be addressed as indicated above, but physically delivered to DIR Contracts and Procurement Officer between the hours of 9:00am to 12:00 Noon or 1:00pm to 4:00pm. The DIR Procurement Office is located in Suite 301 (third floor). The party delivering the documents must clear the security metal detectors prior to proceeding to Room 301. A Procurement Officer will record the time and date that the Proposal is received. The DIR recommends that you bring a copy of the cover letter to have date stamped for your records.

3. Failure to deliver the proposal by the date and time listed in the Key Action Dates will be cause for rejection of the proposal. It is the responsibility of the respondent to ensure documents arrive on time. **The DIR is not responsible for errors or delays caused by delivery companies.**
4. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and may cause an proposal to be rejected.
5. 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. The State may waive any immaterial deviation in a proposal. The State's waiver of immaterial deviation shall in no way modify this RFP document or excuse the respondent from full compliance with all requirements if awarded the agreement.
6. Costs incurred for developing proposals and in anticipation of the award of the agreement are entirely the responsibility of the respondent and shall not be charged to the State of California.
7. An individual who is authorized to bind the firm contractually shall sign all applicable attachments and indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.

8. A respondent may modify an 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. Modification in any other manner, oral or written, will not be considered.
9. A respondent may withdraw its proposal by submitting a written withdrawal request to the DIR, signed by the respondent or an authorized agent. A respondent may thereafter submit a new Proposal prior to the Proposal submission deadline. Proposals may not be withdrawn without cause subsequent to submission deadline.
10. The DIR may modify this RFP prior to the submission date of proposals by issuing an addendum via Bidsync.com.
11. The DIR reserves the right to reject all proposals for reasonable cause including cost. The agency is not required to award a contract under this RFP.
12. Before submitting a response to this proposal, respondents should review, correct all errors and confirm compliance with this RFP's requirements.

11. Award and Protest

In the unlikely event of a tie bid, the tiebreaker will be a coin toss. Such an event will be observed by witnesses. The affected bidders will be invited to attend.

At least five days prior to awarding the agreement, a "Notice of Intent to Award" will be posted in a public place at DIR headquarters, located at 1515 Clay Street Room 301, Oakland, CA 94612; if the bidders have provided an email contact, a PDF copy of the notice will be emailed. The dates indicated in the Key Action Dates are subject to change; it is the bidder's responsibility to review the website or visit the DIR lobby to determine the status of the intent to award.

If, within five (5) business days after the posting of the Intent to Award, a Bidder files a written protest on the grounds that according to the rules of the RFP that the protesting Bidder should have been judged the responsive and compliant Bidder with the lowest cost bid, the agreement shall not be awarded until either the protest has been withdrawn or the State has decided on the matter.

The protesting Bidder shall submit its protest to both the Department of General Services and the DIR with a detailed written statement specifying the grounds for the protest.

The written protest must be sent to:

Department of General Services
Office of Legal Services
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, California 95605
FAX: (916) 376-5088

A copy of the detailed written statement should be mailed to:

Department of Industrial Relations

Attention: Matthew T. Shiroma, Contracts Manager
1515 Clay Street, Room 301
Oakland, CA 94612

It is recommended that protests be submitted by certified or registered mail.

For detailed information regarding the protest process, see SCM Volume 1 Chapter 6.

http://www.documents.dgs.ca.gov/ols/SCM%202014/Chapter_6_-_Contract_Award_Protests.pdf

12. Disposition of Proposals

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. The DIR cannot prevent the disclosure of public documents. However, the contents of all proposals, correspondence, agenda, memoranda, and working papers, or any other medium which discloses any aspect of Bidder's proposal, shall be held in the strictest confidence until the notice of "Intent to Award" is released to the public.

13. Agreement Execution and Performance

Service shall start not later than the express date set by the DIR 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.

All performance under the agreement shall be completed on or before the termination date of the agreement.

14. Preference and Incentive Programs

The State of California has established specific socio-economic procurement programs that apply to this RFP. Questions regarding the DVBE participation specific to this RFP should be directed to this RFP's Procurement Official.

The specific Preference and Incentive programs described herein may not require Bidders to participate in those programs for this RFP. If not required, Bidders may elect to participate and may receive additional evaluation preference points as described. There are limitations on the amount of preference points or dollars that can be applied by participation in these programs, individually and in combination.

Links and references are provided throughout this section to DGS website information.

General questions about the State's programs may be directed to the DGS Procurement Division's Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) at (916) 375-4940. General information about these requirements is available at the DGS Procurement Division website:

www.dgs.ca.gov/pd/Programs/OSDS.aspx

DISCLAIMER

This information and all DGS website information are subject to the following DGS disclaimer, which is also available via the "Disclaimer" link at the bottom of the DGS webpage, www.dgs.ca.gov.

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Reference herein to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise does not constitute or imply endorsement, recommendation, or preference by DGS, and such reference shall not be used for advertising or product endorsement purposes.

Choice of Law: Construction of the disclaimers above and resolution of disputes thereof are governed by the laws of the State of California.

14.1 Commercially Useful Function

All contractors, subcontractors and suppliers claimed by the Bidder as either a DGS certified DVBE or Small Business must perform a Commercially Useful Function.

As stated in Chapter 623, Statutes of 2003 (Government Code Section 14837(d)(4)), a business performing a Commercially Useful Function is one that does all of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out its obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business, services and function.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of small business, micro business or DVBE participation.

The Bidder must complete a certification (Attachment #11) for each DVBE and Small Business contractor specified in the bid.

14.2 DVBE Incentive Program

The State has established goals for Disabled Veteran Business Entity (DVBE) participation in State contracts. The DIR has established that all Bidders are required to comply with the DVBE program participation requirements of this RFP.

This RFP offers an evaluation incentive for DVBE Bidders or non-DVBE bidders that sub-contract up to five percent to certified DVBE's. DIR shall apply up to a five percent incentive administrative points that comply with the small business requirements.

Under California Code of Regulations 1896.99.100, the California DVBE Incentive provides responsive and responsible firms the opportunity to receive additional incentive calculations. The incentive is applied at the time of solicitation evaluation when a proposing firm is a certified DVBE or selects a California-certified DVBE subcontractor to provide services or commodities in support of the overall contract effort.

The following are key elements of the DVBE Incentive Program:

- a. The DVBE Incentive is applied during the evaluation process and is *only* applied to responsive bids from responsible firms proposing the percentage of DVBE participation for the incentive specified in the solicitation.
- b. The Incentive is calculated by including up to 5% of the technical, cost points and administrative points. They are awarded as administrative points specified in the solicitation. If a certified

small business has passed the technical and cost evaluation, then the DVBE incentive will only be calculated for small business bidders. An intended award to a DGS certified small business cannot be displaced as a result of the award of DVBE preference or incentive points.

- c. Services or commodities provided by the DVBE firm must meet the definition of a “Commercially Useful Function” (CUF) as defined under Government Codes: 14837; 14838.6; 14839; 14842; 14842.5 and Military and Veterans Code 999 and 999.6. A DVBE firm not meeting CUF regulations will render the responding firm ineligible for the DVBE Incentive and may render the entire submission as non-responsive.

14.2.1 DVBE Submission Requirements

To claim a DVBE incentive, the DVBE firm(s) must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the State OSDS by 5:00 P.M. on the Final Bid due date and be verified by such office. Questions regarding the certification or the preference approval process should be directed to the OSDS at (916) 375-4940.

If the RFP requires a minimum DVBE participation, then the minimum requirements must be met by all Bidders.²

DVBE participation is not required.

It can take bidders or subcontractors a month or more to prepare and submit the mandatory documents for certification; therefore, bidders are strongly encouraged to identify DVBE participation requirements and DVBE subcontractors in order to comply with the submission requirements.

Failure to comply with the DVBE program requirements may cause your solicitation response to be deemed nonresponsive and/or ineligible for incentives.

If the award of a contract is based in part on their commitment to use the DVBE subcontractor(s) identified in their bid or offer, in accordance with Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and such replacement must be approved by the DIR and DGS. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; PCC § 10115.10, and/or PCC § 4110 (public works).

If the Contractor makes a commitment to achieve DVBE participation in their submission, then the Contractor must within 60 days of receiving final payment under an agreement (or within such

² The previously allowed “Good Faith Effort” is no longer a valid way to meet DVBE participation requirements.

other time period as may be specified within the executed agreement) certify in a report to the awarding department all of the following:

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(s).
5. The actual percentage of DVBE participation that was achieved.

Bidders who claim DVBE participation but are later found to violate the DVBE program requirements may be subject to significant sanctions.³

A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code (M&VC) § 999.5(d))

An intended award to a DGS certified small business cannot be displaced as a result of the award of DVBE preference or incentive points. Bidders are cautioned to read and understand all of the DVBE and preference program requirements and how points are applied.

An explanation of the DVBE requirements can be found at the following Internet web site:

<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>

14.2.2 Required DVBE Participation Forms

Bidders claiming a five percent (1-5%) Disabled Veteran Business Enterprise incentive must submit the following forms.

Disabled Veteran Business Enterprise Declarations -STD. 843 (Attachment 4)

A Disabled Veteran Business Enterprise Declarations (STD. 843) form must also be completed by California-certified DVBE owners and managers of each DVBE firm that will be participating in the awarded purchase document. It can also be found at the following link:

www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf

All disabled veteran owners and disabled veteran managers of each participating DVBE must sign a STD 843 form. When claiming any DVBE participation, the completed form(s) must be submitted with the Bidder's Final Bid. Failure to provide the form(s) within the time frame specified by the State may cause your bid to be rejected.

Bidder Declaration Form GSPD 05-105 (Attachment 5)

Bidders must complete the appropriate information on the Bidder Declaration Form GSPD 05-105 to claim DVBE participation. This form allows Bidders to identify if they are a DVBE and/or to identify

³ See www.dgs.ca.gov/pd/Programs/OSDS/firmviolations.aspx regarding violations.

DVBE subcontractors, their proposed contract function, and the corresponding percentage of participation.

www.documents.dgs.ca.gov/pd/poliproc/MASTER-BidDeclar08-09.pdf

Commercially Useful Function (Attachment 11)

All Bidders claiming the DVBE 5% **must complete a certification (Attachment #11)** for each DVBE contractor specified in the bid.

14.3 Small Business Preference Program

The State has established goals for Small Business participation in State contracts. The DIR has established that all Bidders are required to comply with the Small Business program participation requirements of this RFP.

This RFP offers an evaluation preference for Small Business Bidders or non-Small Business Bidders that sub-contract twenty-five percent or more to certified small businesses. DIR shall apply a five percent incentive to net bid price submitted by the bidder in the cost evaluation process for bidders that comply with the small business requirements.

The California Small Business Preference Program provides responsive and responsible firms the opportunity to receive additional preference calculations. The preference is applied at the time of solicitation evaluation when the proposing firm is a certified Small Business or selects a California-certified Small Business subcontractor to provide services or commodities in support of the overall contract effort.

Small Business Preferences for Non-Small Businesses

Government Code Section 14838(b)(1)(2) now provide a small business preference for a non-small business entity.

The preference to a non-small business bidder that commits to small business or micro business subcontractor participation of twenty-five percent (25%) of its Total Cost shall be five percent (5%) of the lowest non-small business bid (. A non-small business, which qualifies for this preference, may not take an award away from a certified small business based on the preference. The small business regulations are located at 2 CCR 1896.

Bidders that are not a DGS certified small business, but who are claiming a five percent small business preference must submit Bid Attachment 8, Small Business Affidavit, indicating this claim.

Dollar amounts must not be included on the Affidavit or on related forms, as that may be cause for rejection of the bid.

If claiming the non-small business subcontractor preference, the bid response must include a list of the small businesses with which the Bidder commits to subcontract in an amount of at least twenty-five

percent (25%) of the Total Cost with one or more California Certified Small Businesses. Each listed certified small business must perform a “Commercially Useful Function” in performance of the contract as defined in Government Code Section 14837(d)(4).⁴

The following are key elements of the Small Business Preference Program:

- a. The small business preference is applied during the evaluation process and is *only* applied to responsive bids from responsible firms proposing the percentage of Small Business participation specified in the solicitation.
- b. The Preference is calculated by adjusting the net bid by 5% as specified in the solicitation. Computation is for evaluation purposes only and cannot be used to reduce the net bid.
- c. Services or commodities provided by the Small Business must meet the definition of a “Commercially Useful Function” (CUF) as defined under Government Codes: 14837; 14838.6; 14839; 14842; 14842.5 and Military and Veterans Code 999 and 999.6. A DVBE firm not meeting CUF regulations will render the responding firm ineligible for the DVBE Incentive and may render the entire submission as non-responsive.

14.3.1 Small Business Submission Requirements

To claim a Small Business preference, the small business firm(s) must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the State OSDS by 5:00 P.M. on the Final Bid due date and be verified by such office. Questions regarding the certification or the preference approval process should be directed to the OSDS at (916) 375-4940.

If the RFP requires a minimum Small Business participation, then the minimum requirements must be met by all Bidders.

Small Business participation is not required.

It can take bidders or subcontractors a month or more to prepare and submit the mandatory documents for certification; therefore, bidders are strongly encouraged to identify small business participation requirements and small business subcontractors in order to comply with the submission requirements.

Failure to comply with the small business program requirements may cause your solicitation response to be deemed nonresponsive and/or ineligible for incentives.

Small Businesses are desired and encouraged to participate in this RFP. California Government Code § 14835, et seq. requires a 5% preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of goods and services, are contained in CCR, Title 2, Section 1896, et seq. The small business preference is for California-based small businesses.

⁴ See also RFP Section 14.1 Commercially Useful Function

Information about the Small Business preference program can be found at:

<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>

If the Contractor makes a commitment to achieve Small Business participation in their submission, then the Contractor must within 60 days of receiving final payment under an agreement (or within such other time period as may be specified within the executed agreement) certify in a report to the awarding department all of the following:

1. The total amount the prime contractor received under the contract.
2. The name and address of the Small Business(es) that participated in the performance of the contract.
3. The amount each Small Business received from the prime contractor.
4. That all payments under the contract have been made to the Small Business (es).
5. The actual percentage of Small Business participation that was achieved.

Bidders who claim Small Business participation but are later found to violate the Small Business program requirements may be subject to significant sanctions.⁵

A copy of the regulations, instructions and format for claiming the small business preference is available online at:

www.documents.dgs.ca.gov/pd/smallbus/CertAppInstructions.pdf

14.3.2 Required Small Business Participation Forms

Bidders claiming a five percent (5%) small business preference must submit the following forms. Small Business Declaration (Attachment 8).

If the bidder satisfies the requirements and is asking for evaluation preferences, the bidder must clearly identify in Attachment 8, Small Business Declaration, which of the preference being claimed and the following information: 1) Subcontractor or supplier name, 2) contact person, 3) mailing address, 4) phone number, fax number and email address, 5) DGS Small Business certification number, 6) description of the work to be performed and/or products supplied, and 7) and percentage of the Total Cost (as specified in the solicitation) per subcontractor or supplier.

Bidder Declaration Form GSPD 05-105 (Attachment 5)

Bidders must complete the appropriate information on the Bidder Declaration Form GSPD 05-105 to claim DVBE participation. This form allows Bidders to identify if they are a Small Business and/or to identify Small Business subcontractors, their proposed contract function, and the corresponding percentage of participation.

www.documents.dgs.ca.gov/pd/poliproc/MASTER-BidDeclar08-09.pdf

Commercially Useful Function (Attachment 11)

⁵ See www.dgs.ca.gov/pd/Programs/OSDS/firmviolations.aspx regarding violations.

All Bidders claiming the DVBE 5% **must complete a certification (Attachment #11)** for each DVBE contractor specified in the bid.

14.4 TACPA Preference Program

The state has a dedicated procurement program designed to stimulate business and employment in geographic areas determined to be economically distressed, with areas of high unemployment, under the Target Area Contract Preference Act (TACPA). The DGS Procurement Division/Dispute Resolution/Preference Program Section administers the TACPA program and provides resource information. The Dispute Resolution general number is (916) 375-4611. The DGS Preference Program information line is (916) 375-4609. TACPA bid preferences are available as described in RFP Section 7 Evaluation Process.

14.4.1 Target Area Contract Preference Act (TACPA)

Preference will be granted to California-based Contractors in accordance with California Government Code Section 4530 et seq., whenever contract for goods and services are in excess of \$100,000 and the Contractor meets certain requirements as defined in the CCR (Title 2, Section 1896.30) regarding labor needed to produce the goods or provide the services being procured. Bidders desiring to claim Target Area Contract Preferences Act shall complete Std. Form 830 and submit it with the Final Bid.

Refer to the following website link to obtain an overview, instructions, and Std. Form 830:

<http://www.documents.dgs.ca.gov/pd/poliproc/tacpapage.pdf>

A bidder who has claimed a TACPA preference(s) and is awarded the contract will be obligated to perform in accordance with the preference(s) requested, provided that the TACPA preference(s) was granted in obtaining the contract.

If there is no intention of claiming this preference, the Bidder does not need to submit STD Form 830.

Bidders seeking the TACPA preference must complete and submit the required form and all necessary attachments with their bids.

ATTACHMENT 1 – PROPOSAL CHECKLIST

To assist Bidders and the DIR in verifying the completeness of the bid, Bidder will include this checklist with their proposal. Mark the box to indicate each item submitted.

The original proposal must be marked "MASTER." 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.

Submit one original Proposal marked as "Master", and three (3) copies, marked or identified as "COPY".

Volume 1 – Proposal (No Cost Information)

Mandatory Attachments for All Bidders

- ☐ Cover Letter and Executive Summary
- ☐ Proposal Checklist (Attachment 1 - this document)
- ☐ Contractor Certification Clauses – CCC 307 (see Attachment 2)
- ☐ Conflict of Interest Disclosures (if applicable, see Sections 1.21 and 9)
- ☐ Support for Minimum Qualifications (Section 1.2) and References (Attachment 3 or equivalent)
- ☐ Bidder Declaration – GSPD-05-105 (see Attachment 5)
- ☐ Bidder (Proposer) Certification Sheet (see Attachment 6)
- ☐ Darfur Contracting Act Requirements (see Attachment 7)
- ☐ Payee Data Record (STD 204) (see Attachment 10)
- ☐ Resumes for all Key Team Members (Including Key Sub-Contractor Staff)
- ☐ Work Plan, Methodologies, Approach, and Relevant Team Experience
- ☐ Sample Work Products

Required Attachments (If Applicable or Required)

- ☐ DVBE Declarations – STD 843 (see Attachment 4)
- ☐ Small Business Affidavit (see Attachment 8)
- ☐ Commercially Useful Function Certification (see Attachment 11)
- ☐ TACPA form and attachments (see RFP Section 14.4)

Volume 2 – Cost Information

Cost Data

- ☐ Cost Sheet (see Attachment 9 or equivalent)
 1. Enclose one "Master" Cost Sheet and 3 copies marked as "Copy" of the Cost Sheet in a separately sealed envelope marked "**Do Not Open – RFP XXXXXX Translation Services for DIR Outreach & Educational Materials.**" Include the sealed Cost Sheet envelope within the Bidder's Proposal sealed bid package.
 2. Include the sealed Cost Sheet envelope within the Bidder's Bid sealed bid package.
 3. Do not include the cost data that may be accessed outside the Cost Sheet envelope.

IMPORTANT NOTICE TO BIDDER:

The DIR makes no warranty that this checklist (Attachment #1) is a full and comprehensive listing of all requirements specified in the solicitation. Checking off the items on the checklist on attachment #1 does not establish your firm's intent, nor does it constitute responsiveness to the requirements. The checklist is merely a tool to assist the participating Bidder in compiling their Final Proposal response. Bidder is encouraged to carefully read the entire solicitation.

The DIR again emphasizes the need for each Bidder to verify all documentation and responses prior to the submission of final proposals.

ATTACHMENT 2 –CONTRACTOR CERTIFICATION CLAUSES (CCC-307)

1. 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> | |

2. CONTRACTOR CERTIFICATION CLAUSES

- A. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
- B. 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:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. 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.)

- C. 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.)

- D. 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 lesser 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.

- E. 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.

- F. SWEATFREE CODE OF CONDUCT:

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

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
- G. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

3. DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

- A. 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.
 - a. Current State Employees (Pub. Contract Code §10410):
 - i. 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.
 - ii. 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.
 - b. Former State Employees (Pub. Contract Code §10411):
 - i. 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.
 - ii. 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 DIRs are exempt from this section if they do not receive payment other than payment of each meeting of the board or DIR, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

- B. 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)
- C. 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.)
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT 3 – MINIMUM REQUIREMENTS AND REFERENCES

BASIC QUALIFYING EXPERIENCE OR REQUIREMENTS

If Attachment #1 states that the submission of this attachment is mandatory, failure to complete and return this attachment with your proposal may cause your proposal (bid) to be rejected and deemed nonresponsive.

In order to demonstrate that the proposing firm has the minimum experience in performing the tasks outlined in the Scope of Work as specified in the RFP, each bidder complete the qualifications worksheet. The minimum requirements are listed in section 1.2

| | Narrative Explanation or supporting Minimum Requirements under 1.2 | <u>Company, Firm, Educational Institution where requirement met</u> | <u>Total Years</u> |
|-------|--|---|--------------------|
| REQ 1 | | | |
| REQ 2 | | | |
| REQ 3 | | | |
| REQ4 | | | |
| REQ 5 | | | |
| REQ 6 | | | |
| REQ 7 | | | |

REFERENCE DETAILS

Respondent will submit requested information for at least three references where respondent provided similar services to the referenced party in the last five years. If three references cannot be provided, please explain why three references cannot be provided on an attached sheet of paper.

REFERENCE 1

| | | | |
|----------------------------------|--|--------|-----------|
| Name of Firm: | City: | State: | Zip Code: |
| Street Address: | Alternate Contact Person (Name and Title): | | |
| Contact Person (Name and Title): | Telephone Number: | | |
| Telephone Number: | Email Address: | | |
| Email Address: | Value or Cost of Service: | | |
| Dates of Service: | | | |
| Description of Service Provided: | | | |

REFERENCE 2

| | | | |
|----------------------------------|--|--------|-----------|
| Name of Firm: | City: | State: | Zip Code: |
| Street Address: | Alternate Contact Person (Name and Title): | | |
| Contact Person (Name and Title): | Telephone Number: | | |
| Telephone Number: | Email Address: | | |
| Email Address: | Value or Cost of Service: | | |
| Dates of Service: | | | |
| Description of Service Provided: | | | |

REFERENCE 3

| | | | |
|----------------------------------|--|--------|-----------|
| Name of Firm: | City: | State: | Zip Code: |
| Street Address: | Alternate Contact Person (Name and Title): | | |
| Contact Person (Name and Title): | Telephone Number: | | |
| Telephone Number: | Email Address: | | |
| Email Address: | Value or Cost of Service: | | |
| Dates of Service: | | | |
| Description of Service Provided: | | | |

REFERENCE 4

| | | | |
|----------------------------------|--|--------|-----------|
| Name of Firm: | City: | State: | Zip Code: |
| Street Address: | | | |
| Contact Person (Name and Title): | Alternate Contact Person (Name and Title): | | |
| Telephone Number: | Telephone Number: | | |
| Email Address: | Email Address: | | |
| Dates of Service: | Value or Cost of Service: | | |
| Description of Service Provided: | | | |

REFERENCE 5

| | | | |
|----------------------------------|--|--------|-----------|
| Name of Firm: | City: | State: | Zip Code: |
| Street Address: | | | |
| Contact Person (Name and Title): | Alternate Contact Person (Name and Title): | | |
| Telephone Number: | Telephone Number: | | |
| Email Address: | Email Address: | | |
| Dates of Service: | Value or Cost of Service: | | |
| Description of Service Provided: | | | |

REFERENCE 6

| | | | |
|----------------------------------|--|--------|-----------|
| Name of Firm: | City: | State: | Zip Code: |
| Street Address: | | | |
| Contact Person (Name and Title): | Alternate Contact Person (Name and Title): | | |
| Telephone Number: | Telephone Number: | | |
| Email Address: | Email Address: | | |
| Dates of Service: | Value or Cost of Service: | | |
| Description of Service Provided: | | | |

ATTACHMENT 4 – DVBE DECLARATIONS (STD 843)

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 11/2005)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: _____ DVBE Ref. Number: _____

PO/Contract Description (materials/supplies/services/equipment): _____

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____

(FOR STATE USE ONLY)

SECTION 2

APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.

- ☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.
- ☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). (Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Owner/Manager)

(Signature of DV Owner/ Manager)

(Date Signed)

(Printed Name of DV Owner/Manager)

(Signature of DV Owner/Manager)

(Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3

APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

- ☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.
- ☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2, subsections (c) and (g)*. *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

(Printed Name)

(Signature)

(Date Signed)

(Address of Owner)

(Telephone Number of Owner)

(Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Manager)

(Signature of DV Manager)

(Date Signed)

Page ____ of ____

ATTACHMENT 5 – BIDDER DECLARATION (GSPD-05-105)

All bidders must complete the Bidder Declaration GSPD-05-105 and include it with their proposal. When completing the declaration, Bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract.

At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.

A copy of the Bidder Declaration GSPD-05-105 and its instructions, are provided on the next two pages. Please read the instructions carefully. The form with its instructions is also available in PDF format on the DGS website:

www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a.** Identify current California certification(s) (MB, SB, NVSA, DVBE): _____ or None ☐ (If "None," go to Item #2)
- b.** Will subcontractors be used for this contract? Yes ☐ No ☐ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c.** If you are a California certified DVBE: (1) Are you a broker or agent? Yes ☐ No ☐
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes ☐ No ☐ N/A ☐

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

| Subcontractor Name, Contact Person, Phone Number & Fax Number | Subcontractor Address & Email Address | CA Certification (MB, SB, NVSA, DVBE or None) | Work performed or goods provided for this contract | Corresponding % of bid price | Good Standing? | 51% Rental? |
|--|--|--|---|---------------------------------|--------------------------|--------------------------|
| | | | | 0% | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | | 0% | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | | 0% | <input type="checkbox"/> | <input type="checkbox"/> |

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION INSTRUCTIONS

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit/Veteran Service Agency (N/VS)
- Disabled Veteran Business Enterprise (D/VBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, N/VS, and/or D/VBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for D/VBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a D/VBE.

- (1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified D/VBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.
- (2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If not bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.
If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, N/VS, D/VBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, N/VS, and/or D/VBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a D/VBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a D/VBE)

Enter "Yes" if the subcontractor is a California certified D/VBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified D/VBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ____ of ____" accordingly.

ATTACHMENT 6 – PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package. **The "Master" of the bid must bear an original signature on this page.**

Proposer's Certification:

I hereby certify that:

1. Our all-inclusive cost proposal is submitted as detailed in the Cost Sheet in a separately sealed envelope marked **"Do Not Open" with the RFP number and name.**
2. All required attachments for the RFP are included with this certification sheet.
3. I have read and understand the California Disabled Veteran Business Enterprise (DVBE) Participation Program and Small Business (SB) Preference Program requirements and have included documentation demonstrating that I have met the participation goals.
4. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal (bid) document. The signature below authorizes the verification of this certification. See next page for instructions for completing this Proposal Certification Sheet.

An unsigned, incomplete, or missing 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. Signature | 13. Date | |
| 14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as: | | |
| a. California Small Business Enterprise | | |
| 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: _____ | | |
| NOTE: 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: _____ | | |

Completion Instructions for 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 7 – DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, please check Option #1.

☐ **OPTION #1 - The bidder is not subject to the Darfur Contracting Act.**

☐ **OPTION #2 - CERTIFICATION**

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is not a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

☐ **OPTION #3 – WRITTEN PERMISSION FROM DGS**

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

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

| | | |
|---|--|--------------------------|
| <i>Company/Vendor Name (Printed)</i> | | <i>Federal ID Number</i> |
| <i>By (Authorized Signature)</i> | | |
| <i>Printed Name and Title of Person Signing</i> | | |
| <i>Date Executed</i> | <i>Executed in the County and State of</i> | |

ATTACHMENT 8 – SMALL BUSINESS AFFIDAVIT

A Bidder desiring to claim the Small Business Preference must complete this Attachment 8 and return it with the Final Proposal. All firms claimed as Small Businesses must have their complete certification information submitted to the California Department of General Services (DGS) by the date and time that Final Proposals are due.

If the small business program is required under the terms of the RFP –or- if the small business preference determines the award of the contract, the small business certification must be provided prior to the award of a contract to the bidder.

If no small business certification is produced, then the bidder will be declared non-compliant and the next highest bidder shall be selected.

1. Are you claiming preference as a DGS certified Small Business?

☐ Yes

☐ No

If “Yes” submit your DGS Small Business certification number: _____

2. Are you a non-small business claiming small business preference by committing to at least 25% DGS certified Small Business subcontractor and/or supplier participation?

☐ Yes

☐ No

If “Yes” on *Attachment 5: Bidder Declaration (GSPD-05-105)*, for each DGS certified Small Business subcontractor or supplier, identify:

- 1) Subcontractor or supplier name
- 2) Contact person
- 3) Mailing address
- 4) Phone number, fax number and email address
- 5) DGS Small Business certification number
- 6) A copy of the Small Business Certification from DGS website
- 7) Description of the work to be performed and/or products

ATTACHMENT 9 – COST PROPOSAL/BID SHEET

Cost Proposal Sheet (Cost Sheet) Instruction

The detailed cost sheet shall not include any goods. **This RFP is for Non-IT Services only.** Any goods or quasi-goods line items included in the cost sheet shall not be incorporated into the final agreement.

The RFP does not authorize the inclusion of any goods, supplies and equipment. The contractor is responsible to provide all supplies and equipment associated with the requirements under this RFP.

Bidders shall submit their cost proposal/bid detailing their costs for services using the format as illustrated in the following Cost Sheets. In the Cost Sheets, at the minimum, Bidders shall identify the following elements:

1. Rate per word for each of the following languages:
 - Chinese
 - Hmong
 - Korean
 - Punjabi
 - Russian
 - Spanish (Mexican)
 - Spanish (Standard)
 - Tagalog
 - Vietnamese

Bidder shall include all authorized costs to perform the scope of work indicated in RFP Section 1. In the Cost Sheets, Bidders shall identify all allowable costs for performing the scope of work indicated in Section 1, and provide the rate per word for each of the languages above.

Bidders may add rows to the Cost Sheet, if necessary, and provide more detail in the Cost Proposal Sheet for the DIR's evaluation purpose. Any invoiced items of the awarded bidder (or the Contractor), which are not included in the accepted Cost Sheet, will automatically be rejected and denied for invoice payment.

Travel expenses shall not be reimbursed by the State as a separate line item and shall not be included on the cost sheet. Bidder is expected to include any travel costs in the overall bid price.

SAMPLE COST PROPOSAL WORKSHEET

RFP #: _____ *Bidder Name:* _____

| <u>LANGUAGE</u> | <u>RATE PER ENGLISH WORD</u> |
|-----------------|------------------------------|
|-----------------|------------------------------|

| | |
|---------|--------------|
| Chinese | \$_____/word |
|---------|--------------|

| | |
|-------|--------------|
| Hmong | \$_____/word |
|-------|--------------|

| | |
|--------|--------------|
| Korean | \$_____/word |
|--------|--------------|

| | |
|---------|--------------|
| Punjabi | \$_____/word |
|---------|--------------|

| | |
|---------|--------------|
| Russian | \$_____/word |
|---------|--------------|

| | |
|-------------------|--------------|
| Spanish (Mexican) | \$_____/word |
|-------------------|--------------|

| | |
|--------------------|--------------|
| Spanish (Standard) | \$_____/word |
|--------------------|--------------|

| | |
|---------|--------------|
| Tagalog | \$_____/word |
|---------|--------------|

| | |
|------------|--------------|
| Vietnamese | \$_____/word |
|------------|--------------|

DIRECT COSTS (EXCEPT LABOR)*

| | | |
|-------------------------------|--------------|-----------------|
| Other Direct Costs (Itemized) | Other | \$ _____ |
|-------------------------------|--------------|-----------------|

* Equipment and Travel are not authorized under this RFP.

Signed: _____ *Date:* _____

ATTACHMENT 10 – PAYEE DATA RECORD (STD 204)

The Std. 204 Payee Data Record can be found at:

<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

ATTACHMENT 11 – COMMERCIALLY USEFUL FUNCTION CERTIFICATION

Bidder to complete a separate certification for each small business (SB) or Disabled Veterans Business Entity (DVBE)

CUF statute (Government Code 14837 and Military and Veterans Code 999) requires that the contractor and subcontractor be responsible for the execution of a distinct element of the work. Examples include but are not limited to: some aspect of project management, public outreach, IT hardware/software programming or product installation, or providing supplies/goods needed to carry out the contract work such as construction, janitorial or laboratory supplies. In any case, the services or goods need to be directly associated with the scope of work.

Bidder certifies that the small business (SB) or Disabled Veterans Business Entity (DVBE) stated below shall meet CUF requirements under GC 14837 and MVC 999.

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

| | Yes | No |
|--|-----|----|
| 1. Is the specific work to be provided by this small business and/or DVBE supplier: (Check either "Yes" or "No" to both questions) | | |
| i. Complete a distinct element of the bidder's proposal? –and- | | |
| ii. Specifically delineated and described in the bidder's proposal | | |
| a. List the specific services will this SB and/or DVBE supplier provide? | | |
| b. What is this SB and/or DVBE supplier's function in relation to the scope of work (e.g. Training, Transportation, Installation, Ordering, Delivery, etc.)? | | |
| c. Provide support and justification that the services to be performed by this supplier in the proposal are consistent with this SB and/or DVBE normal business activities? (e.g. UNSPSC, certifications, resumes, licenses, educational degrees, website, marketing materials, past performance, etc.). | | |

| | | |
|---|-----|----|
| | | |
| 2. On the Bidder Declaration form (GSPD-05-105 or GSPD-05-106), has the supplier committed to its obligation (signed and submitted) to actually perform, manage, and/or supervise the work? (Check either "Yes" or "No.") | Yes | No |
| | | |
| 3. Does the Bidder Declaration form (GSPD-05-105 or GSPD-05-106) indicate that this supplier will be responsible with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment? (Answer questions below; then check either "Yes" or "No.") | Yes | No |
| | | |
| <p>a. If this is a service with no goods involved, then check Yes for question #3 and proceed to question #4. If <u>goods</u> are involved, proceed to b.</p> <p>b. With regard to the distinct element of work described in question #1, does this supplier have products, inventories, materials or supplies for the contract? If Yes, go to c; else answer No to #3.</p> <p>c. Check the following that are services with respect to the goods will be provided by the DVBE/SB:</p> <ol style="list-style-type: none"> 1. ____ Negotiating price 2. ____ Determining quality and quantity 3. ____ Ordering 4. ____ Installing (only if applicable) 5. ____ Making payment | | |
| 4. Is this SB/DVBE supplier further subcontracting a portion of the work that is greater than normal industry practice? Refer to supplier's Bidder Declaration. (Answer questions below; then check either "Yes" or "No.") | Yes | No |
| | | |
| <p>a. Is this SB/DVBE supplier performing all of the work list in question #1? (If yes, then check Yes for question # 4; If no, proceed to question b.</p> <p>b. Is this SB/DVBE supplier subcontracting a portion of work that is normal for industry practices? (Answer Questions below) If yes, then check Yes for question #5. If no, then check No for question #5.)</p> <p>What percentage of the goods or services will be subcontracted by the SB/DVBE?</p> | | |

What specific goods or services will be subcontracted by the SB/DVBE?

COMPLIANCE DETERMINATION

DIR Project Manager/Evaluation CUF Review: Is this SB/DVBE CUF Compliant? ☐ Yes ☐ No

Date

Signature

Name and Title of Project Manager

DIR Contracts Officer CUF Review: Is this SB/DVBE CUF Compliant? ☐ Yes ☐ No

Date

Signature

Name and Title of Project Manager

Comments:

DIR Contracts Manager Review: Is this SB/DVBE CUF Compliant? ☐ Yes ☐ No

Date

Signature

Name and Title of Project Manager

Comments:

ATTACHMENT 12 – CONFIDENTIALITY & SECURITY OF DIR INFORMATION

STATEMENT REGARDING

CONFIDENTIALITY AND SECURITY OF DIR INFORMATION⁷:

1. Definition, General Confidentiality and Security

As required by the Information Practices Act, codified at Civil Code Section 1798 *et seq.*, and the State Administrative Manual, chapter 5300 and standards issued thereunder, the Department of Industrial Relations (“DIR”) designates the following as the universe of information that shall be protected in a confidential and secure manner by [Name of Vendor] (hereinafter, “Contractor”) in the course of performing the services authorized under Agreement number [redacted]: To be specified, or : all data and information collected, used and maintained by DIR that must be accessed, received or used by Contractor in the course of performing the information technology services authorized by this agreement (referred to in this exhibit as “DIR Confidential Information”). Examples of DIR Confidential Information that Contractor will have access to, and must use include, but are not limited to: [To be determined]. Only those individuals who are employees, agents or subcontractors of Contractor with a need to access or use DIR Confidential Information in order to perform their job responsibilities (hereinafter referred to as “Contractor Authorized Users”) shall be permitted such access or use. Contractor shall protect all DIR Confidential Information from unauthorized use, disclosure and access through the observance of the same or more stringent procedural and technological data security requirements as those required by applicable federal law, and state law and policy. Contractor shall never consider DIR Confidential Information “publicly available.” Also, Contractor shall maintain and retain as confidential all work product and all work performed under this agreement, recommendations or reports made to DIR, and all discussions between Contractor and DIR staff, including communications, whether oral, written or electronic.

2. License

DIR is the owner of DIR Confidential Information. DIR hereby grants to Contractor a limited, non-exclusive, nontransferable, revocable license to use DIR Confidential Information for the purposes set forth in the Agreement until termination, suspension or expiration of the Agreement. Contractor shall not access, use or attempt to use, nor shall it enable or authorize any agent, subcontractor or third party to access or use, any DIR Confidential Information in any manner or for any purpose not authorized under the Agreement. The foregoing license does not effect a waiver of either any common law or statutory privilege, or any exemption from disclosure under the California Public Records Act (Gov. Code, § 6250 *et seq.*). DIR reserves all such privileges and exemptions.

3. Authorized Access and Use, Acknowledgments of Confidentiality

Prior to commencing work on this agreement, each Contractor Authorized User shall be provided a copy of this exhibit, “Confidentiality and Security of DIR Information,” and date and sign the DIR Acknowledgment of Confidentiality

⁷ The title of this section and the subsections herein are for organizational and referential purposes only. Other language addressing the parties’ obligations related to those discussed here may be found elsewhere in the Agreement.

attached hereto. Contractor shall provide DIR with the original signed acknowledgments, retaining a copy of such acknowledgments for its records.

4. Audit

DIR reserves the right to audit Contractor, upon written notice provided no less than ten (10) business days before the audit is to be conducted, to ensure Contractor's compliance with the requirements set forth in this exhibit. Such audit may be conducted by DIR, or by a third party hired and authorized by DIR to conduct such audit.

5. Indemnification

Contractor agrees that it shall indemnify DIR for any loss, cost, damage or other liability incurred by DIR as a result of Contractor's negligence with respect to, or violation of the information security, handling and confidentiality requirements set forth in this exhibit, as well as all applicable statutes and regulations, including those set forth in California's Information Practices Act, codified at Civil Code Section 1798 *et seq.* and addressed at the subsection, "Breach Notification," below.

6. Disclosures

No reports, information, discoveries or data obtained, assembled or developed by Contractor in its performance of this agreement, including any DIR Confidential Information, may be released, published, orally disclosed, or made available to any individual or entity without prior written approval from DIR. In the event Contractor receives a written or oral request under California's Public Records Act (codified at Government Code Section 6250 *et seq.*) for inspection or copies of records, documents, information or data constituting, containing, or related to DIR Confidential Information (herein, "PRA Request"), Contractor shall notify DIR of the PRA Request by close of business, Pacific time, the day it receives the request. Contractor's PRA Request notification to DIR shall provide in writing the name and contact information of the requestor, and the nature of the request. In addition, Contractor shall provide a copy of the PRA Request if it was made in writing. Contractor shall cooperate fully with DIR in responding to the PRA Request, and shall not disclose in any manner any of the information, records or data requested without explicit written instructions from DIR. Contractor shall maintain a log of all

such authorized disclosures made in response to a PRA Request, and shall provide a copy of such log to DIR upon DIR's written request, or upon the suspension, expiration or termination of the Agreement. DIR reserves all exemptions from disclosure available under the PRA.

7. Demands and Orders

If served with a subpoena, court order, or other written demand issued upon or by the authority of a court, or law enforcement or regulatory agency for DIR Confidential Information, or any records or data pertaining to its performance of the Agreement, Contractor shall provide a copy of the demand to DIR no later than the close of business, Pacific time, on the day Contractor receives the demand. Contractor shall cooperate fully with DIR in responding to such demand. Prior to Contractor responding to such demand, DIR shall have the right to oppose the demand or participate in any resolution, mediation or adjudication of a dispute regarding the demand at DIR's own expense.

8. Breach Notification

Contractor shall immediately notify DIR when it discovers that there has been, or there reasonably may have been a breach in security that has or may have resulted in unauthorized access to, tampering with, loss or theft of DIR Confidential Information. For purposes of this clause, immediately means within two (2) hours of discovery. DIR's contacts for such notification are as follows:

James Culbeaux, Chief Information Technology Officer
Department of Industrial Relations
1515 Clay Street, Ste. 1900
Oakland, CA 94612
Phone: 510.286.6801
Fax: 510.286.6800

Tim Ung, Information Security Officer
Department of Industrial Relations
1515 Clay Street, 22nd Floor
Oakland, CA 94612
Phone: 510.286.1260

Susan M. Marsh, Counsel and Privacy Officer
Department of Industrial Relations
1515 Clay Street, Ste. 700
Oakland, CA 94612
Phone: 510.286.3800
Fax: 510.286.1220

Contractor shall cooperate fully with DIR in its response to such breach, including DIR's reporting mandated by California's Statewide Information Management Manual and DIR's investigation of the incident. As soon as possible after the breach, Contractor shall provide a written description of the breach that includes the date of the incident; incident location; general description of the incident and the names of individuals at Contractor who can provide specific details about the incident; the media or device (if applicable) on which the breached DIR Confidential Information was maintained and whether such device was encrypted; and whether the DIR Confidential Information affected by the breach contains personal information. For purposes of this section, "personal information," shall have the same meaning as the definition under California's Information Practices Act, Civil Code Section 1798.3, i.e., "personal information means any information that is maintained by an agency that identifies or describes an individual, including but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual."

Contractor shall be responsible for all costs and fees associated with DIR's fulfillment of its obligations under state law and policy in the event of a known or reasonably suspected breach, including costs related to notification of affected individuals. Contractor shall indemnify and hold harmless the State in the event of any third party claims or lawsuits arising from such breach.

9. Disposition of DIR Confidential Information

Upon the expiration, termination or suspension of the Agreement (whether such termination or suspension is for breach, alleged breach, dispute, or convenience), Contractor shall at DIR's election return to DIR, transfer to another vendor, or provide written, signed certification of destruction of all DIR Confidential Information. DIR shall have sole authority to elect whether Contractor must transfer, return, or destroy and certify the destruction of all DIR Confidential Information. DIR shall provide written notice to Contractor of its election for the disposition of DIR Confidential Information prior to or no later than ten (10) business days of the effective date of the expiration, termination or suspension of the Agreement. Contractor agrees that it shall not copy, destroy or move any DIR Confidential Information without written authorization from DIR.

10. Transmission and Storage Security

Contractor shall store DIR Confidential Information in a place physically secure from access by unauthorized persons. DIR Confidential Information must be stored and processed in such a way that protects it from being retrieved by unauthorized persons by computer, remote terminal or other means. Contractor shall secure and maintain any computer systems (servers, hardware and software) that will be used in the performance of this agreement by efforts including, but not limited to, ensuring that all security patches, upgrades, and anti-virus updates are applied appropriately to secure data that may be used, transmitted, or stored on any electronic or digital systems used in the performance of the Agreement; and installing encryption technology on all Contractor's equipment, including but not limited to, personal laptops, handheld devices, and removable storage devices. Contractor shall be responsible for all costs associated with such security and maintenance efforts.

Contractor shall encrypt all DIR Confidential Information and related data that is stored on portable electronic media (including but not limited to, CDs and thumb drives) and on portable computing devices (including but not limited to laptop computers and PDAs) using cryptographic modules validated by the National Institutes of Standards and Technology to Federal Information Processing Standards 140 – 2 Level 1. Contractor shall not transmit DIR Confidential Information or related data via email or other Internet transport protocol over a public network unless the foregoing is secured using cryptographic modules validated by the National Institutes of Standards and Technology to Federal Information Processing Standards 140 – 2 Level 1, and using an NIST-validated cryptographic algorithm with a minimum key of 128 bits.

Contractor shall save and store DIR Confidential Information and any related data on a secure, dedicated server to which only authorized users have access. Contractor shall not save or back-up the DIR Confidential Information or related data in combination with any other data stored, used or maintained by Contractor

ATTACHMENT 13 – ACKNOWLEDGMENT OF CONFIDENTIALITY

Department of Industrial Relations ACKNOWLEDGMENT OF CONFIDENTIALITY

Under agreement number _____ between the Department of Industrial Relations and [Name of Vendor] (“the Agreement”), [Name of Vendor] (hereinafter, “Contractor”) will be authorized to access and use data and information collected and maintained by the Department of Industrial Relations (“DIR”) so that Contractor may perform services for DIR. Such data and information is designated DIR Confidential Information under the Agreement, and is protected from unauthorized use and disclosure by applicable law and policy as well as the Agreement’s terms. Only those individuals who are employees, agents or subcontractors of Contractor with a need to access or use DIR Confidential Information in order to perform their job responsibilities (“Contractor Authorized Users”) shall be permitted to access or use DIR Confidential Information.

You are being asked to read and sign this Acknowledgment of Confidentiality because Contractor has identified you as an Authorized User. If you violate the obligations regarding DIR Confidential Information set forth herein, you may face civil and/or criminal action.

I, _____, am an employee/subcontractor/agent of Contractor. I hereby acknowledge that DIR Confidential Information is subject to strict confidentiality requirements imposed by state policy and law, including, but not limited to, the California Information Practices Act (codified at Civil Code Section 1798 *et seq.*).

_____ I acknowledge that I have reviewed the DIR-Contractor Agreement exhibit entitled, “Statement Regarding Confidentiality and Security of DIR Information,” that governs access, use, storage and transfer of DIR Confidential Information; that I understand the provisions regarding confidentiality set forth therein; and that I will promptly contact my manager with any questions I have regarding the proper access, use, modification and or transfer of DIR Confidential Information;

_____ I acknowledge that wrongful access, use, modification, or disclosure of DIR Confidential Information may be punishable by civil and/or criminal action against me;

_____ I acknowledge that wrongful access, inspection, use or disclosure of DIR Confidential Information for personal gain, curiosity, or any non-business related reason is a violation of State of California policy and law; and,

_____ I agree to protect DIR Confidential Information, whatever the format (electronic or paper) by:

1. Accessing or using DIR Confidential Information only as necessary for the performance of the specific work I am assigned under the Agreement;
2. Never accessing DIR Confidential Information for curiosity or personal reasons;
3. Never showing or discussing DIR Confidential Information with anyone who does not have the authority and business need to see or discuss it;
4. Maintaining DIR Confidential Information only in approved locations;
5. Never removing DIR Confidential Information from the work site without explicit authorization, and without following confidentiality and security protocols; and
6. Following encryption requirements for transferring or storing DIR Confidential Information, including storage or transfer in portable devices or media.

By: _____ Date: _____

ATTACHMENT 14 – ASSIGNMENT OF WORK /RESTRICTED LICENSE REGARDING DELIVERABLE

ASSIGNMENT OF WORK, AND RESTRICTED LICENSE REGARDING DELIVERABLES

I. Creation of Work, Work and Deliverables

A. State and Contractor acknowledge and agree that all work created by Contractor in the course of fulfilling Contractor's obligations under this agreement (also referred to as, "the Agreement") shall be, and is hereby designated by both parties for purposes of interpreting and enforcing the Agreement and each parties' obligations and rights arising thereunder as, a "work for hire" as that term is defined at Section 101 of Title 17 of the United States Code (also referred to herein as "Work"). State and Contractor acknowledge and agree that Work includes, but is not limited to, all inventions; discoveries; drafts; papers, reports or written studies; artwork, including graphics and photographs; compilations including, but not limited to, compilations of data and data bases; intellectual property; communications; and records related to the foregoing as well as the products Contractor provides to the State as its final obligation under this agreement, which products are referred to herein as the Deliverables. State acknowledges and agrees that Work does not include any of Contractor's intellectual property created prior to the Agreement, or created and used for purposes unrelated to Contractor's obligations under the Agreement. Likewise, State acknowledges and agrees that Work does not include the intellectual property of a third party licensed and used by Contractor in order to meet its obligations under the Agreement.

B. Contractor shall affix a copyright notice to the Deliverables that read, © or the word copyright, followed by the year the Deliverables are presented to the State, followed by the name, State of California Department of Industrial Relations, as in this illustration:

© 2013 State of California Department of Industrial Relations.

C. Contractor shall acknowledge the support of the Department of Industrial Relations ("the Department") for the Deliverables in a prominent place on every page of the Deliverables bearing the author's name(s).

D. In the Deliverables, the Contractor shall provide a disclaimer stating that any opinions/conclusions are those of the Contractor and not those of the State.

E. (1) Contractor represents and warrants that with respect to any and all creations or works by a third party ("3P Creation") that Contractor has incorporated in whole or part in the Work, including the Deliverables, Contractor has obtained either

(a) all right, title to and interest in the 3P Creation, which rights, title and interest Contractor agrees to and does hereby assign to State; or

(b) an irrevocable, perpetual, royalty-free, worldwide, unlimited license to use the 3P Creation which license Contractor hereby sub-licenses to State.

2. Contractor further represents and warrants that releases from human models whose photograph or image is incorporated in or part of any 3P Creation have been obtained such that the use of such image or photograph is unlimited, irrevocable, perpetual, royalty-free and worldwide.

3. Contractor agrees to provide State with copies of such licenses, releases, and /or assignments within no more than ten (10) business days upon written request by State.

II. Assignment

To avoid any doubt regarding the State's ownership of Work under this Agreement, Contractor hereby agrees to assign and does assign to the State through the Department of Industrial Relations all right, title to and interest in the Work created under this Agreement, including all copyright and moral rights. For purposes of this assignment, Work includes, but is not limited to, all inventions; discoveries; drafts; papers, reports or written studies; artwork, including graphics and photographs; compilations including, but not limited to, compilations of data and data bases; intellectual property; communications; and records related to the Work as well as the products Contractor delivers to the Department as its final obligation under this agreement, which products are referred to herein as the Deliverables. Contractor shall agree to and does hereby relinquish any and all moral or equivalent rights in the Work, and agrees never to assert or enforce such rights in the Work against the State of California, or any of its subdivisions, including the Department of Industrial Relations.

III. Recordation of Assignment

Contractor agrees to execute all documents necessary for the State, through the Department, to perfect or demonstrate its ownership, including copyright, of the Work, including the Deliverables. Contractor's agreement to so cooperate extends to any perfection or demonstration of rights in the United States of America, including any of its subdivisions, as well as in foreign jurisdictions.

IV. Contractor's Limited License

A. The State grants to Contractor a perpetual, non-exclusive, royalty-free, limited license to reproduce, to distribute, and to display on the Internet the Deliverables, which license is hereinafter referred to as Contractor's Limited License.

B. Contractor's Limited License does not include the right to sublicense any or all of the rights granted to it by the State.

C. Contractor's Limited License does not include the right to use the Deliverables, or any portion thereof, including drafts, versions or excerpts, in any commercial course, training, seminar or presentation offered by Contractor, whether or not a fee is charged for such event. Such use or uses require the prior written approval of the Director of the Department of Industrial Relations.

E. Contractor's Limited License is effective as of the date State accepts the Deliverables, and continues until either ten (10) business days after the date on which State has given Contractor written notice of termination of the license, or the date on which Contractor violates the license, whichever date comes first.

V. Further Requirements of Contractor

A. Upon receipt of inquiries from third parties during the term of this Agreement about the manner, method or timing of work to be performed under this Agreement, Contractor shall forward all such inquiries to the Department's Deputy Director of Communications, or the Department's designee. Contractor shall not issue statements, letters, memos, or reports about the Agreement or Work during the term of this Agreement unless and until Contractor receives the Department's written approval of such. Contractor agrees to comply with the Department's instructions, if any, on how to respond to such inquiries.

B. During the term of this Agreement, Contractor shall allow the Department reasonable access to, and provide the Department with copies of the data compiled, used and maintained by Contractor pursuant to this Agreement. No later than three (3) years from the date on which the Department accepts the Deliverables due and owing under the Agreement, or prior to Contractor's changing the form of or destroying of any of the data on which the Work or Deliverables are premised, Contractor shall notify the Director of the Department in a writing sent to the address below of Contractor's intentions to modify, or destroy, in whole or in part, such data. Within thirty (30) days of receipt of such written notification, the Department shall determine and provide written notification to Contractor of whether it wants Contractor to preserve the data. If the Department elects to have the data preserved, Contractor and the State, through the Department, shall enter into a separate agreement governing such preservation, which agreement shall provide that the Department shall bear all data preservation costs.

Address:

Director

Department of Industrial Relations

1515 Clay Street, 17th Floor

Oakland, CA 94612-1402

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IN WITNESS WHEREOF, the parties have caused this attachment to be executed by their respective duly authorized officers as of the dates indicated below. Each copy of this attachment will for all purposes be deemed to be an original.

FOR CONTRACTOR:

Name and Title

Signature

Date

FOR THE STATE OF CALIFORNIA, DEPARTMENT OF INDUSTRIAL RELATIONS:

Name and Title

Signature

Date