



REQUEST FOR PROPOSAL

Notice to Prospective Proposers

RFP No. 7300-25-001

Title: Rural Strategic Engagement Program Cross Training Coordination & Logistics Services

Date: May 5, 2025

You are invited to review and respond to this Request for Proposal (RFP) No. 7300-25-001, titled, Labor & Workforce Development Agency Cross Training Coordination. In submitting your proposal, you must comply with the instructions found herein.

This RFP is published online in the California State Contracts Register (CSCR) at <https://caleprocure.ca.gov/pages/index.aspx> . To ensure receipt of any addenda to this RFP that may be issued, interested parties are encouraged to register online at: <https://caleprocure.ca.gov>.

The Agricultural Labor Relations Board (ALRB) deadline for receipt of proposals is **May 30, 2025, no later than 5:00 p.m.** All proposals received late will be rejected. File size cannot exceed 50 Mega Bytes (MB). The naming convention of the proposal must be in the following format: "RFP 7300- 25-001 [Insert vendor name] Proposal." Proposals must be received on or before the date and time specified herein at email addresses provided below:

EMAIL RFP PROPOSAL TO:

BSO@alrb.ca.gov

CC: audrey.hsia@alrb.ca.gov

In the opinion of ALRB, this RFP is complete and without need of explanation. However, if you have questions, notice any discrepancies or inconsistencies, or need any clarifying information, contact the person listed below. All questions must be submitted in accordance with the RFP instructions contained herein and sent via email to ALRB directly to the below listed contact person and not through the Cal eProcure system.

Contact: Dalton Weber, Administration Manager

Contact Email: BSO@alrb.ca.gov

CC: audrey.hsia@alrb.ca.gov

We appreciate your interest in this project and hope to receive a proposal from you if this is within your area of expertise.

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I. PURPOSE / BACKGROUND / SCOPE OF WORK

A. Purpose

This Request for Proposal (RFP) is to solicit competitive proposals from experienced and qualified contractors to provide coordination and logistical services for a multi-agency cross training program. Services will include developing a comprehensive training calendar for approximately 40 trainings, for over 500 state employees in multiple California counties including but not limited to Sacramento, Merced, Fresno, Visalia, Bakersfield, Indio, and Monterey/Ventura Counties.

For a detailed description of the work to be performed, please refer to **Attachment 2, Exhibit A: Scope of Work**. The work of this contract is expected to require two fiscal years (July 1, 2025 – June 30, 2027); no work shall begin until all required signatures and approvals are obtained and the ALRB Project Manager provides direction.

The total budget for the two-year contract is up to \$800,000. Proposals exceeding this amount may be deemed non-responsive and ineligible for award.

B. Background

Farmworkers continue to experience violations of health, safety, and pay laws in the workplace while struggling to access state services to remedy those violations.

California is a global leader in agriculture with approximately 830,000 farmworkers employed throughout the course of any given year. Many of these workers, unfortunately, continue to face deplorable living and working conditions. University of California, Merced and the California Department of Public Health issued the [Farmworker Health Study](#) survey and found that more than one-third of farmworkers are not willing to file reports against their employer for non-compliance with workplace laws. Survey results also showed that nearly half of farmworkers reported never being informed of a heat illness prevention plan as mandated under California law; and nearly 20% of workers reported not being paid their full wages or receiving legally required rest periods.

As climate change worsens, so do the working conditions of farmworkers. The state must ensure it is doing all it can to not only reach and educate farmworkers about their rights but also facilitate access for farmworkers to report violations in their workplace.

In 2020, the Department of Industrial Relations and the Agricultural Labor Relations Board contracted with the University of California Berkeley's Labor Occupational Health Program (LOHP) to complete a needs assessment to inform future outreach campaigns for farmworkers, assess the extent to which workers were familiar with department processes and resources, and identify ways departments could be a resource for workers in addressing work-related problems and labor violations. LOHP found that workers had a very limited awareness of or experience with departments under the Labor and Workforce Development Agency (Labor Agency), and that most farmworkers did not know who or which Department to reach out to if they had questions or wanted assistance with workplace issues. Furthermore, workers did not trust the Department of Industrial Relations (DIR) and

Agricultural Labor Relations Board (ALRB) staff and perceived them as more favorable to employers. For example, workers frequently believe that DIR's Division of Occupational Safety and Health (DOSH or Cal/OSHA) staff provide advance notice to employers prior to an inspection. LOHP also found that the fear of retaliation is central to workers' limited ability to take steps to resolve problems in the workplace.

Lastly, siloed enforcement also created an obstacle for farmworkers. If a farmworker contacted one entity with a question, but the issue fell under the jurisdiction of another department within Labor Workforce Development Agency (LWDA), the worker is only provided with a website or hotline. This discourages farmworkers from further pursuing an action and leads to reduced willingness to continue with their complaint. There is a need to improve and maintain ongoing cross-training of all LWDA outreach and enforcement staff to allow for warm hand-offs and a more streamlined process of referrals between departments within the agency.

To address the ongoing access and information obstacles detailed above, the Rural Strategic Engagement program prioritizes three key goals:

1. Increase Access to in person services in farmworker communities
2. Establish a no-wrong door policy for workers
3. Simplify access to information for workers

This proposal aims to overcome those siloes through a program of cross-training of LWDA state staff and the encouragement of skill building to promote better service towards California farm workers. This will improve the services to farm workers by ensuring that the first point of contact that a worker has with any of the staff in DIR and ALRB will be able to gather basic necessary facts and provide a warm hand-off to the department, division, or board with jurisdiction over the matter.

C. Scope of Work

ALRB will implement multi-module inter-agency training series for enforcement and outreach staff across LWDA, to better equip staff to conduct outreach and serve the public. Staff will be trained to provide hands-on assistance in a range of workplace rights, going beyond the jurisdiction of a single department or division. This training will increase staff understanding in the wide range of programs and services provided by all seven of the Agency's major departments, boards, and panels. The training will also include providing cultural competency and trauma-informed investigatory skills.

The ALRB seeks a qualified vendor to provide coordination and logistical services for the Rural Strategic Engagement multi-agency cross-training program. Logistical services will span two fiscal years starting July 1, 2025, through June 30, 2027.

II. PROPOSAL REQUIREMENTS (GENERAL) AND INFORMATION

This section contains instructions for the submission of your proposal. It is the responsibility of the proposer to carefully read and follow all proposal requirements within this RFP. Compliance with the RFP instructions is mandatory for your proposal to be considered for award. Failure to comply with the RFP instructions may cause your proposal to be deemed non-compliant and non-responsive, thus ineligible for award.

A. Key Action Dates

Below is the tentative time schedule for this RFP. ALRB reserves the right to modify the RFP and/or change dates and times at its sole discretion, prior to the date fixed for submission of proposals, by the issuance of an addendum that will be posted on the California State Contracts Register (CSCR) at: <https://caleprocure.ca.gov>.

1. ALRB reserves the right to modify or cancel in whole or any part of this solicitation.
2. Clarifications to the solicitation will only be provided in the form of a written addendum to all Proposers.

Key Action	Date	Time
RFP available to prospective proposers	Monday, 5/05/2025	
Deadline for prospective bidders to send written questions to ALRB	Friday, 5/09/2025	5:00pm
Question & Answers posted by ALRB	Friday, 5/16/2025	5:00pm
Final Date for proposal submission to ALRB	Friday, 5/30/2025	5:00pm
Complete evaluation of proposals	Friday, 5/13/2025	5:00pm
Interviews (optional)	6/16/2025 - 6/17/2025	
Posting of intent to award	Wednesday, 6/18/2025	
Last day to protest award	Wednesday, 6/25/2025	5:00 p.m.
Anticipated contract term	7/1/2025 (or upon execution whichever is sooner) – 6/30/2027	

Dates listed above are estimates only, and subject to change at ALRB's sole discretion. No work shall begin until all required approvals and signatures, including the Department of General Services (DGS) Office of Legal Services, if applicable, are obtained.

B. Questions Regarding RFP Requirements

All questions or concerns related to the RFP requirements must be directed electronically to:

Agricultural Labor Relations Board
Administrative Services Division

Business Services Office
Contact: Dalton Weber
Email: BSO@alrb.ca.gov
CC: audrey.hsia@alrb.ca.gov

All questions must be submitted in writing referencing the RFP number in the subject line and emailed directly to the above listed emails and **not** through the Cal eProcure system. Questions must be received by the date and time specified under Section II, A. Key Action Dates. Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum to all parties/participants.

Answers to all questions submitted will be in the form of an addendum posted to the DGS California State Contracts Register (CSCR) website:
<https://caleprocure.ca.gov/pages/index.aspx> by the date and time specified under Section II, A. Key Action Dates.

C. General Proposal Requirements

1. Proposals should provide straightforward and concise descriptions of the Proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
2. Proposals must be submitted for the performance of all services described herein. Any deviation from the work specifications (Section III, Proposal Requirements, and **Attachment 2, Exhibit A: Scope of Work**) may cause a proposal to be rejected.

D. Submission of Proposals

1. Proposals must be submitted no later than the date and time indicated in Section II.A. Key Action Dates and must be addressed as follows in Item 2. **Proposals received after this date and time will not be considered and will be rejected.**
2. Delivery Instructions:

Responses to this RFP shall be submitted to ALRB at the following email addresses provided in Section 2.b. below and include:

- a. One (1) copy containing the Technical Proposal and all other required elements along with the Cost Proposal.
- b. Submit to the following email addresses and reference the RFP number in the subject line.

BSO@alrb.ca.gov
CC: audrey.hsia@alrb.ca.gov

3. Each proposal will be reviewed to determine if it meets the proposal requirements contained in Section III, Proposal Requirements (Technical). Failure to meet the requirements for the RFP may be cause for rejection of the proposal.
4. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive any immaterial deviation in a proposal. The State's waiver of immaterial defect shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if the Proposer is awarded the Agreement.
5. ALRB may modify the RFP up to the specified time of the date fixed listed for submission of proposals by the issuance of an addendum to all parties who received a proposal package. Any addendum(s) will be issued through the Cal eProcure system.

ALRB reserves the right to reject any or all bids. The agency is not required to award an agreement. All bids may be rejected whenever the agency determines that the cost is not reasonable, the cost exceeds the amount estimated, or otherwise in the best interest of the State.

6. More than one (1) proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any Proposer has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that Proposer. If there is reason to believe that collusion exists among the Proposers, none of the participants in such collusion will be considered, in this or future procurements.

E. Modification and/or Withdrawal of Proposals

1. A Proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposer modifications offered in any other manner, oral or written, will not be considered.
2. A Proposer may withdraw its proposal by submitting a written withdrawal request to ALRB signed by the Proposer or an agent authorized in accordance with Section II.G., titled "Signature." A Proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.

F. Proposer Responsibilities

1. Proposer is responsible to review, read, understand, and comply in full with the State's General Terms and Conditions.

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-Updates/GTC-225-February-2025.pdf>

2. Before submitting a response to this RFP, Proposer(s) should review their response, correct all errors, and confirm compliance with the RFP requirements. It is the Proposer's responsibility to complete and submit all required attachments as listed on **Attachment 1**, Required Attachment List.
3. Proposers should carefully examine the entire RFP, with special attention to the services required in **Attachment 2, Exhibit A: Scope of Work**. Proposers shall investigate obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of the requirements.
4. Costs incurred for developing proposals and in anticipation of award of the Agreement are entirely the responsibility of the Proposer and shall not be charged to ALRB.
5. It is the Proposer's responsibility to promptly notify ALRB's Administration Manager identified in the solicitation, in writing, by e-mail, if the Proposer believes that the solicitation is unfairly restrictive, contains errors or discrepancies, or is otherwise unclear. Notification must be made immediately upon receipt of the solicitation in order that the matter may be fully considered and appropriate action taken by ALRB prior to the closing time set to receive solicitation responses. Such notification must be submitted no later than the question-and-answer period referenced in Section II.A., Key Action Dates. All such correspondence received after the question-and-answer deadline will not be considered.
6. Each proposal must constitute an irrevocable offer for a period of at least 180 working days after proposal submission.
7. It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.
8. The Proposer must provide evidence to show that members of the team possess the specific qualifications, competence, experience, resources, and business integrity necessary to carry out the work under the contract as expected. Examples of evidence include, but are not limited to résumés, letters of reference, project summaries that highlight the team's specific experience. Proposers must complete the Proposer References Form, **Attachment 3**.

9. The Proposer must complete and submit to ALRB, the Payee Data Record (STD 204), **Attachment 4**, to determine if the selected proposer is subject to state income tax withholding, pursuant to California Revenue and Taxation Code, Section 18662.

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

No payment shall be made unless a completed STD 204 has been returned to ALRB.

Payee Data Record Supplemental (Std. 205) (if applicable)

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf>

10. The Proposer must own and operate a legitimate business. If required by law, the Proposer must be registered and in good standing within the California Secretary of State. All businesses that are required to be registered with the California Secretary of State must be registered prior to date of Agreement award. Evidence of registration shall be submitted with the proposal.
11. In the event that any license(s) and/or permit(s) expire at any time during the term of this agreement, Proposer agrees to provide agency a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Proposer fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.
12. The Proposer must sign and submit to ALRB, page one (1) of the Contractor Certification Clauses (CCC 04/2017), **Attachment 5**, or the form can be obtained via the Internet at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.
13. The Proposer must sign and submit to ALRB, the California Civil Rights Laws Certification, **Attachment 6**.
14. The Proposer must sign and submit to ALRB, the Darfur Contracting Act Certification, **Attachment 7**.
15. The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI, while balancing the risks of these technologies.

Bidder/Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract

performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) [4986.2](#).

Failure to report GenAI to the State may result in disqualification. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.

Upon notification by a Bidder/Offeror of GenAI as required, the state reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the state.

Government Code [11549.64](#) defines "Generative Artificial Intelligence (GenAI)" as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data.

G. Signature

1. **All documents requiring signatures contained in the original proposal package must have original or electronic signatures.**
2. Only an individual who is authorized to bind the proposing firm contractually shall sign the required Cover Letter for the proposal. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.

H. 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 State cannot prevent the disclosure of public documents.

I. Socio-Economic and Preference Programs

1. Disabled Veteran Business Enterprise (DVBE) Incentive - Optional

This solicitation does not require a minimum amount of DVBE participation. However, you are strongly encouraged to either become certified, if eligible, or to subcontract a portion of the work to a certified DVBE. If a prime bidder is a certified DVBE or commits to subcontracting with DVBE(s), the bid may be eligible to receive a bid preference provided that the DVBE provides a commercially useful function on as defined in California Military Code Section 999(i) and California Code of Regulations, Title 2, Section 1896.71. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified the Bidder Declaration GSPD-05-105 and confirmed by the State.

Proposers claiming the DVBE incentive must complete and return the Disabled Veteran Business Declarations form, **Attachment 8** found at: [DGS PD 843 \(Rev. 11/2005\) \(ca.gov\)](#).

The incentive amount varies in conjunction with the percentage of DVBE participation offered. The minimum requirement is 1% with a maximum of 5% DVBE participation and the incentive will be equal to the participation offered as defined below:

Confirmed DVBE Participation of	DVBE Incentive
1% to 1.99% inclusive	1%
2% to 2.99% inclusive	2%
3% to 3.99% inclusive	3%
4% to 4.99% inclusive	4%
5% or Over	5%

2. Small Business (SB) or Microbusiness (MB) Preference – Optional

If Proposer is claiming the 5% certified SB or MB preference or is committing to subcontract 25% or more of their net bid price to one or more certified SB or MB (Non-small business preference [NSB]), list firm names on the GSPD-05-105 Bidder Declaration and attach a copy of the certification. Additional References: <http://www.pd.dgs.ca.gov>

Questions regarding the certification approval process or the SB program should be directed to the Department of General Services, Procurement Division at (800) 559-5529 or (916) 375-4940; email: OSDSHelp@dgs.ca.gov. For the 24-Hour Recording & Mail Request call (916) 322-5060.

SB, MB or NSB bidders or proposers using the SB preference shall be granted a preference consisting of 5% of the highest responsible bidder's total score.

3. Target Area Contract Preference Act (TACPA) - Optional

This solicitation provides for the optional TACPA preference. Bidders are not required to apply for this preference. Denial of the TACPA preference request is not a basis for rejection of the bid/offer.

The TACPA workplace and workforce preferences will be evaluated for this solicitation. California-based companies seeking TACPA preferences will need to complete and submit preference request forms with the bid/offer. The following webpage contains required preference request forms and an interactive map to determine if a business is located within a TACPA qualified zone: [Request-a Target-Area-Contract-Preference](#)

By submitting TACPA forms, a bidder given a TACPA preference agrees to the TACPA contract provisions required by Government Code section [4535](#) and provided in section [1896.40](#) of Title 2 of the California Code of Regulations (CCR) in addition to requirements specified on the TACPA form [STD 830](#), **Attachment 9**.

4. Preference and Incentive Application – Optional

- a. DVBE Incentive Points are factored by multiplying a Proposer's DVBE participation commitment percentage (%) by the total possible points that could be awarded (see Table 1 below). This amount is then added to the proposer's total points. In the Table 2 sample below, Proposer B received a 60-point incentive (.05% commitment x 1200 total points available), which was added to its total points resulting in its proposal ranking as first in line for award. Proposer C's 2% commitment resulted in its receiving 24 incentive points, and making its proposal rank as second in line for award.
- b. Preference is calculated by multiplying 5% of the highest scoring NSB proposer, and adding those points to SB proposers and NSBs subcontracting 25% or more to a SB. In the Table 2 sample below, the calculation is based on Proposer B's 1155 points x .05 resulting in 57.75 additional points added to the certified SBs (A and C).
- c. Under the High Score Method, it is possible to displace a high point certified SB with the application of the DVBE Incentive.

TABLE I: HIGH SCORE METHOD SAMPLE

Administrative: 200 Points	Possible Maximum 60 points DVBE incentive calculated as follow:
Technical: 400 Points	
Cost: 600 Points	
Total: 1,200 Points	
Confirmed DVCE Participation	Possible Points Calculation
1% - 1.99 % inclusive	1% X 1200 = 12
2% - 2.99 % inclusive	2% X 1200 = 24
3% - 3.99 % inclusive	3% X 1200 = 36
4% - 4.99 % inclusive	4% X 1200 = 48
5% and Higher	5% X 1200 = 60

TABLE II: HIGH SCORE METHOD SAMPLE RESULTS

PROPOSER	A	B	C
Responsive	Yes	Yes	Yes
Total Points	1050	1155	1125
Eligible preference	SB	None	SB
SB Pref Points	57.75	0	57.75
Applied subtotal	1107.75	1155	1182.75
Rank	3	2	1

Confirmed DVBE Participation	No	Yes (5%)	Yes (2%)
Incentive Points Applied	None	60	24
Adjusted Points	1107.75	1215	1206.75
New Rank	3	1	2

III. PROPOSAL REQUIREMENTS (TECHNICAL)

A. Proposal Requirements

The proposal must contain the following components, information and documents outlined below. Each requirement's location must be listed in the Proposal's Table of Contents. Also see Section II. D. Submission of Proposal, for general submittal details.

1. Minimum Qualifications

The Proposer must provide a detailed response, outlining information as to how the Proposer meets each of the minimum qualifications listed below. The Proposer must provide their detailed response on **Attachment 10**, Detailed Response for Minimum Qualifications. Proposals that do not meet the minimum qualifications will be determined non-responsive and ineligible for award.

- a. Proven knowledge and minimum of three (3) years of experience in conference/ educational seminars/event planning.
- b. Proven knowledge and experience project managing and executing at least (5) five conference/ educational seminars/events in person or hybrid (virtual and in person) format in California
- c. Proven experience successfully executing at least (1) one event with over 100 participants utilizing a hybrid format.
- d. The project manager must have a minimum experience of three (3) years managing large-scale conferences/ education seminars/events.

2. Title Page

The title page must contain the following information:

- a. The title of the proposal, which must be the same as the title of the RFP.
- b. The number of the RFP: 7300-25-001; and
- c. The date of proposal.

3. Cover Letter / Letter of Commitment

The cover letter must not be more than two (2) pages, in Arial size-12 point font or similar, and must include the following paragraph and the signature of the representative authorized to make the proposal on behalf of the firm submitting the RFP:

"The enclosed proposal is submitted in response to the above referenced Request for Proposal 7300-25-001, including any addenda. Through submission of this proposal, we agree to all of the terms and conditions of the Request for Proposal and agree that any

inconsistent provisions in our proposal may result in a lower score, up to and including disqualification. We have carefully read and examined the Request for Proposal and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations in our proposal.”

The cover letter must be provided on the company’s letterhead and include the following information and statements:

- a. The name and address of your company [NOTE: You may use a Post Office box, but please provide your company’s street address]; and
- b. The name, title, and signature of a company official authorized to bind the proposal.
- c. Name, email and/or phone number for the Proposer’s contact for ALRB inquiries related to the proposal.

4. Table of Contents

5. Executive Summary

The abstract shall be no longer than one (1) page in Arial size-12 point font or similar. Include a brief description of the proposed project briefly summarizing the main point of the various sections of the proposal, including the features and benefits of the proposal.

6. Minimum Qualifications Response

Provide a response, outlining detailed information demonstrating how the proposal meets each of the minimum qualifications listed in Section III A. “Proposal Requirements”. Submit all applicable documentation.

7. Required Attachments

The Technical Proposal must include all of the completed attachments listed on the Required Attachment Checklist, **Attachment 1**.

8. References

Each proposer must provide at least two (2) references detailing previous experience project planning and executing conference/ educational seminars/events related to the goals and objectives outlined in the RFP.

References must be provided using the Proposer References Form, **Attachment 3**. Submission of this attachment is mandatory. Failure to fully complete and return this attachment with your proposal may cause your proposal to be rejected and deemed non-responsive. **Attachment 3** may be copied for additional references.

9. Conflict of Interest and Confidentiality Statement

Proposer and each member of Proposer’s technical staff proposed to work on this project must sign and submit **Attachment 2**, Draft Standard Agreement, **Exhibit G – Acknowledgment of Confidentiality** with your proposal.

10. Subcontracts/Subcontractors

If subcontractors are to be used, the Proposer must include in the Technical Proposal, a description of each person or firm and the work to be done by each subcontractor. Please use the Bidder Declaration Form (GSPD 05-105), **Attachment 11**, to list all subcontractors used for this project. All subcontracts must be approved by ALRB, and no work shall be subcontracted without the prior written approval of the State. The cost of the subcontract work is to be itemized in the Cost Proposal as described below in the section entitled Cost Proposal Requirements, and not in the Technical Proposal.

11. Technical Portion

Proposer shall demonstrate their understanding of the questions, or needs, that ALRB is seeking to have addressed. The technical approach and work plan are considered the heart of the proposal and will receive a high level of scrutiny. This part of the proposal will be evaluated to ensure all services and deliverables, listed in the Scope of Work, are included and responsive. The technical portion of the Proposal must include a written response to all scoring elements listed in the sample Proposal Evaluation form Section IV. B.3, and must include the following:

a. Clarity on Scope of Work and Program Goals

The proposer shall describe the goals of the proposal, the participating Departments, and the impact to the State to reflect they have a clear understanding of the scope of work. The proposal content is presented in a clear, organized, and easy to understand manner.

b. Methodology and Work Plan

The proposer will have a detailed work plan that will identify each major deliverable outlined in **Attachment 2, Exhibit A: Scope of Work**, the necessary tasks to complete the deliverable, the party responsible for performing the task, the estimated hours to accomplish each task, and anticipated dates of completion by which progress can be measured and payments made. The Work Plan must reflect the contract period of July 1, 2025 – June 30, 2027.

A workplan schedule format is provided below as an example:

Deliverable 1: Training Calendar Development and Coordination			
Task	Responsible Party (Prime/ Subcontractor /Staff member)	Anticipated Date of Completion	Estimated Hours
Task 1: Meet with project team and brainstorm potential dates by month	Project Manager	August 1, 2025	1.5 Hours
Task 2: Develop mock Calander by county and submit for team review	Project manager	August 5, 2025	1 hour

The Work Plan shall indicate how supervision and oversight will be conducted to ensure that the project will remain on schedule and that the distribution of workload is appropriate.

The Proposer shall describe their methodology and tools that will be utilized during the course of the project. This includes how the proposer will meet the scheduling requirements, host hybrid trainings, and record the trainings.

c. Management and Team Experience

The Proposer shall provide a project management plan including the management structure and project organization. The Proposer shall designate, by name, the Project Manager to be employed. The selected Proposer shall not cause the substitution of the Project Manager without prior written approval of the State.

The Proposer shall list technical staff (specify staff name) who will be working on the project. Include their titles, qualifications, a summary of similar work or studies performed, a resume for each technical staff person, a statement indicating how many hours each professional will be assigned to the Agreement and what tasks each professional will perform. The Proposer shall demonstrate experience and breadth of knowledge in conference/educational seminars/event planning as described in **Attachment 2, Exhibit A: Scope of Work**.

For this criterion, reviewers will rate the Proposer's experience in conducting similar or related work described in the Scope of Work, and how skills developed in previous related work will be applied to this project as outlined in **Attachment 2, Exhibit A: Scope of Work**. The Proposer shall indicate how previous experience will be applied to the development of this project. The selected Proposer shall not cause key members of the project team to be substituted without prior written approval of the State.

d. Page Headers and Page Numbering

All pages of the Technical Proposal, including minimum qualifications, cover pages, table of contents, responses, references, resumes, forms, and attachments, shall have the following header and page numbering format in the upper right-hand corner:

Technical Proposal

RFP No. 7300-25-001

Exhibit A, Attachment 1

Page ## of ##

B. Cost Proposal Requirements

The cost breakdown (Cost Proposal) shall be included in the Technical Proposal. Cost Proposals shall include the following required information: Budget, and Preference Program Documents (See Section II. Socio-Economic and Preference Programs) and at a minimum, all information listed in Cost Detail (below). Proposers must use the Cost Sheet, **Attachment 12**. And Cost Breakdown, **Attachment 13**.

ALRB's budget for the proposed contract is limited to \$800,000. Any cost proposals exceeding this amount will be disqualified and ineligible for award. Proposers shall submit a cost proposal for all services and deliverables described in **Attachment 2**, Draft Standard Agreement.

1. Cost Detail

- a. The Proposer must include all costs including but not limited to salaries, fringe benefits, travel, materials and supplies, facility rentals, other direct costs, indirect costs, and subcontractor costs (if applicable) in the Cost Sheet, **Attachment 12**; and each cost must be itemized in detail in the Cost Breakdown, **Attachment 13**.
- b. **Subcontracts / Subcontractors** – If subcontractors are to be used, the Proposer must include in the Technical Proposal, a description of each person or firm and the work to be done by each subcontractor. Additionally, all subcontractors proposed to be used for this project must be identified on the Bidder Declaration Form (GSPD 05-105), **Attachment 11**.

2. Page Headers and Page Numbering

All pages of the Technical Proposal, including minimum qualifications, cover pages, table of contents, responses, references, resumes, forms, and attachments, shall have the following header and page numbering format in the upper right-hand corner:

Technical Proposal

RFP No. 7300-25-001

Exhibit A, Attachment 1

Page ## of ##

IV. EVALUATION, SELECTION, AND AWARD

A. Administrative Evaluation (Phase 1)

ALRB will conduct an administrative evaluation in accordance with the RFP requirements to determine a Proposer's responsiveness and responsibility. Each proposal will be checked for completeness and/or absence of all required information and to ensure that the Proposer meets the minimum qualifications in conformance with

the submission requirements. During the evaluation period, if an item is unclear, or needs further clarification, Proposers may be requested to provide additional documentation.

B. Technical Evaluation (Phase 2)

ALRB will also conduct an evaluation of the Technical Proposal by an evaluation panel consisting of multiple LWDA Department employees. If deemed necessary, independent academic, technical or policy experts may be called upon to answer any specific questions regarding the responses to the RFP. These individuals will not participate in the scoring process.

1. Scoring Criterion Guidelines

The Proposal Evaluation Form in Section IV. B.3 contains the scoring criteria that will be used by reviewers evaluating proposals submitted in response to this RFP. The evaluation team shall determine a consensus score for each item, based on the team's verbal discussion of each Proposer's responses. To determine the consensus score, evaluators will meet either in person or by teleconference to discuss in detail the strengths, weaknesses, and ratings of each proposal to determine scores. The evaluation team will carefully review and discuss the completeness of the Proposer's response, as well as clarity of documentation presented in the proposals submitted in response to this RFP. Note: There will be no individual sheets, no written scores, and no written notes. There will be one final score for each Proposer. Proposer must score a minimum of 70 points (combined score of technical evaluation and cost points) to be eligible for award.

2. Cost Points (30 points)

Proposers may achieve a maximum of thirty (30) cost points. This criterion allows staff to evaluate and compare the budgets of each proposal relative to those of its competitors. The budgeted amount is the maximum allowable amount by ALRB for this Agreement (Section III.B.). Any proposals submitted that are over the expected expenditure/budgeted amount may be disqualified.

The technically qualified proposal that has the lowest cost will be given a maximum score of thirty (30) for this criterion.

All other technically qualified proposals will be calculated based on the ratio of the lowest cost proposal to the bidder's cost, multiplied by the maximum number of cost points available thirty (30), as shown in the example below:

$$\frac{\text{Lowest Total Cost Bid} \times \text{Total Cost Points Available}}{\text{Bidder Total Cost}}$$

Example: To help illustrate this process, refer to the Cost Evaluation Methodology Example table below for the cost score calculation process. Cost figures in this example explain the cost calculations and have no other significance.

Cost Evaluation Methodology Example

Bidder	Grand Total Cost	Calculation	Cost Points Awarded
A	\$350,000	$\frac{\$300,000 \times 30}{\$350,000}$	26
B	\$325,000	$\frac{\$300,000 \times 30}{\$325,000}$	28
C	\$300,000	$\frac{\$300,000 \times 30}{\$300,000}$	30

Final Scoring Methodology Example

Bidder	Technical Score	Cost Score	Total Points Awarded
A	81	26	107
B	86	28	114
C	92	30	122

In this case, the highest scored proposal from Bidder C would be the intended awardee. Preferences will be applied as required to eligible proposals. Please see Section II.I., Socio-Economic and Preference Programs. The evaluation team will abide by the following Scoring Criterion Guidelines for the Technical Evaluation Scoring Criteria below:

Possible Points	Interpretation	Explanation for Percentage points
0 %	Inadequate	Response does not include or fails to address the requirements being scored. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
30 %	Barely Adequate	Response addresses the requirements being scored, but there are one or more omissions, flaws, or defects or the requirements are addressed in such a limited way that it results in a low degree of confidence in the proposed solution.
80 %	Good	Response fully addresses the requirements being scored with a good degree of confidence in the Applicant's response or proposed solution. No identified omission(s), flaw(s), or defect(s). Any identified weaknesses are minimal, inconsequential, and acceptable.
100 %	Excellent or Outstanding	Response fully addresses the requirements being scored with a high degree of confidence in the Applicant's response or proposed solution. Applicant offers one or more enhancing features, methods or approaches exceeding basic expectations.

The Proposal Evaluation criteria listed specifies the total number of points available for each requirement. Using the Scoring Criterion Guidelines, the evaluation team will determine the percentage of points to be awarded to each requirement and multiply that percentage by the total number of points available for that requirement to determine the score.

3. Proposal Evaluation Form

Minimum Qualifications	Yes	No
Proven knowledge and three (3) years of experience in conference/educational seminars/event planning.		
Proven knowledge and experience project managing and executing at least five (5) conference/ educational seminars/events in person or hybrid (virtual and in person) format in California		
Proven experience successfully executing at least (1) one event with over 100 participants utilizing a hybrid format.		
The project manager must have a minimum experience of three (3) years managing large scale conferences/ education seminars/event		
If any of the minimum qualifications are NOT met, STOP HERE		
Clarity on Scope of Work and Program Goals	Points Available (5)	Points Awarded
The proposal is presented in a clear, organized, and easy to understand manner. The proposer has a clear understanding of the scope of work and the participating departments in the cross-training program.	5	
Methodology and Work plan	Points Available (45)	Points Awarded
Work Plan - Proposer develops a clear work plan that identifies each major deliverable outlined in the Scope of Work, the necessary tasks to complete the deliverable, the party responsible for performing the task, the estimated hours to accomplish each task, and anticipated dates of completion by which progress can be measured and payments made.	18	
Methodology - The proposal clearly identifies the methods and tools the contractor will utilize to coordinate and execute on the work plan and schedule. This includes but is not limited to scheduling, tracking progress of deliverables, gaining and retaining participant lists, recording trainings, etc.	9	
Hybrid event planning - the proposal clearly identifies the vendor's expertise in hosting hybrid meetings. They should identify the virtual meeting software that will be used, its participant capacity and features, etc. to reflect their technical ability to conduct hybrid trainings for over 100 participants.	9	
Training Recordings - The proposal clearly shows and provides relevant information on how training sessions will be recorded and	9	

provided to the State in a format to distribute to training participants		
Management and Team Experience	Points Available (20)	Points Awarded
Organization Chart - The proposal includes an organization chart that shows the reporting structure and the roles and responsibilities of each team member.	5	
Project Manager - The proposal clearly delineates a dedicated project manager by name, indicating their expertise in the areas of the contract (coordination and logistics of large-scale seminars/conferences/events).	5	
The proposal clearly states: <ul style="list-style-type: none"> • The roles and responsibilities that will fall under each team member, their expertise, and experience to conduct the assigned work. Where past experience is relevant, it is clearly identified how it will be applicable to this proposal. • Where relevant – what roles and responsibilities will be applicable to the prime versus subcontractor(s). 	10	
Cost	Points Available (30)	Points Awarded
This criterion allows staff to evaluate and compare the budgets of each proposal relative to those of its competitors. The technically qualified proposal that has the lowest cost will be given a maximum score of 30 for this criterion.	30	
TOTAL POINTS	Maximum Available 100	Score

C. Optional Interviews (Phase 3)

If deemed necessary by the State, the three (3) highest scoring responsive and responsible Proposers in Phase 1 and Phase 2 will qualify for Phase 3 with the Proposer's proposed team members to be interviewed, assessed and scored.

The Proposer's team members will be rated between 0-30 points, based on the interview responses. There will be a total of three (3) questions. The Proposer's team members must be available for an interview as described in SECTION C, KEY ACTION DATES, of this document. All interview questions will be directed to the Proposer's team members only; the Proposer is not part of the interview process unless the Proposer and the proposed team members are one in the same person. ALRB reserves the right to interview more than the three (3) top scoring candidates if ALRB determines it is in the State's best interest. Proposer's will be scored on the following:

Examples below.

1. Ability to describe the methodology and tools the proposer will utilize to coordinate the trainings (0-10)
2. Ability to describe using actual examples, the proposer's success in coordinating hybrid trainings for over 100 participants per training (0-10)
3. Proposers experience in diplomatically and effectively addressing challenges on conference/event days (0-10 points)

D. Proposal Rejection

1. Proposals must be submitted for the performance of all the services as described herein. Any material deviation from the RFP will not be considered and may cause a proposal to be rejected.
2. Proposals must be complete in all respects as required by the RFP. 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 does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and may be rejected.
3. ALRB reserves the right to reject any or all proposals for any reason.
4. Proposals that contain false or misleading statements, or which provide references, that do not support an attribute or condition claimed by the proposal, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.
5. Proposals received past the due date and time specified in Section II.A. "Key Action Dates" will be deemed non-responsive and rejected. Under no circumstances will any proposals be accepted past the date and time stated in Section II.A. All such proposals received past the date and time will not be accepted and will be returned to the Proposer.

E. Selection

1. The Award, if made, shall be to the responsive Proposer with the highest scored proposal, within the allocated budget.
2. If no proposals are received containing bids offering a price, which in the opinion of ALRB is a reasonable price, ALRB is not required to award an Agreement (Public Contract Code 10344 (d)).
3. The prospective Contractor is advised that should this RFP result in an award of an Agreement, the Agreement will not be in force and no work shall be performed until the Agreement is fully approved by the State, and the Contractor is notified by the ALRB Contract Manager to begin work.
4. The Agreement shall be signed by the selected Proposer and returned within ten (10) business days of receipt. If the selected Proposer refuses or fails to execute the Agreement, ALRB may award the contract to the Proposer with the second highest score.

F. Notice of Proposed Award

1. Notice of the proposed award shall be posted on Cal eProcure at <https://caleprocure.ca.gov/pages/index.aspx> for five (5) business days prior to awarding the Agreement.
2. Proposers have the right to protest the award of ALRB Agreements subject to the following grounds, processes and procedures.
 - a. Proposers may protest the proposed award by filing a notice of protest with ALRB and DGS, Office of Legal Services.
 - b. Protest notices should contain full contact information, including a fax number, and must be filed with both offices listed below:

Agricultural Labor Relations Board Business Services Office Attention: Business Services Manager 1325 J Street, Suite 1900 Sacramento, California 95814 Email: BSO@alrb.ca.gov	Department of General Services Office of Legal Services Attention: Bid Protest Coordinator 707 Third Street, 7th Floor, Suite 7-330 West Sacramento, CA 95605 Email address: OLSProtests@dgs.ca.gov
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- c. Within five (5) calendar days after filing notice to protest, the protesting Proposer shall file with the DGS Office of Legal Services and ALRB, a detailed written statement specifying the grounds for the protest. The detailed written statement shall include the RFP number.
 - d. The Agreement shall not be awarded until either the protest has been withdrawn, or the State has decided the matter.

G. Standard Conditions of Service

1. Service shall be available no sooner than the express date set by ALRB 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, ALRB, 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 the second responsive and responsible Proposer or by another Contractor.
2. All performance under the Agreement shall be completed on or before the termination date of the Agreement.
3. The State does not accept alternate Agreement language from a prospective contractor. A proposal with such language will be considered a counter proposal and may be rejected. The State's General Terms and Conditions (GTC) are not negotiable. The General Terms and Conditions GTC- 02/2025 may be viewed at Internet site: <https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-Updates/GTC-225-February-2025.pdf>

4. The State does not negotiate rates and/or costs listed on any cost proposal submitted.
5. No oral understanding or agreement shall be binding on either party. Any changes or alterations to the contract/agreement must be in writing and approved by both parties and/or Department of General Services' Office of Legal Services, if required.

H. Post Award Requirements

1. Prior to execution of the contract and at ALRB's sole discretion, the selected Proposer must comply with the following in a manner acceptable to ALRB:
 - a. The Agreement shall be signed by the Contractor and returned within ten (10) business days of receipt. If the Contractor refuses or fails to execute the contract, then ALRB may award the contract to the next ranking proposer.
 - b. Within ten (10) business days of award of the Agreement, Contractor must supply ALRB with all required documents, including, but not limited to insurance certificates, as specified in Attachment 2, Exhibit D, Section G, to be reviewed and approved by DGS.
2. Failure to comply with any post-award requirements may result in cancellation of the award. In that event, ALRB reserves the right to award the contract to the next ranking proposer.

ATTACHMENT 1

REQUIRED ATTACHMENT CHECKLIST

Proposer's Name: _____

A complete proposal package will consist of all the items listed in the RFP, as well as those items identified below. **Be sure that your proposal includes ALL required documents as stated in this RFP, not just those listed in this checklist.** Please refer to Section II, Proposal Requirements (General) and Information for items proposers must submit. Incomplete applications will not be considered.

Check box	Attachment	Document Name / Title
	Attachment 1	Attachment Check list
	Attachment 2	Draft Standard Agreement (do not return)
	Attachment 3	Proposal's Reference Forms
	Attachment 4	Payee Data Rcord (STD 204)
	Attachment 5	Contractor Certification Clause (CCC 04/2017)
	Attachment 6	California Civil Rights Laws Certification
	Attachment 7	Darfur Contracting Act Form
	Attachment 8	DVBE Declaration (DGS PD 843) (Optional)
	Attachment 9	TACPA (STD 830) (Optional)
	Attachment 10	Minimum Qualifications
	Attachment 2, Exhibit G	Acknowledgment of Confidentiality
	Attachment 11	Bidder Declaration Form (GSPD 05-105)
	Attachment 12	Cost Sheet
	Attachment 13	Cost Breakdown

The following documents do not need to be submitted with the proposal. Upon award these will be incorporated as part of the Contract the awardee will enter with the State.

Attachment	Exhibit Name / Title
Attachment 2, STD 213	Draft Standard Agreement
Attachment 2, Exhibit A	Scope of Work
Attachment 2, Exhibit B	Budget Detail and Payment Provisions
Attachment 2, Exhibit C	General Terms and Conditions
Attachment 2, Exhibit D	Special Terms and Conditions
Attachment 2, Exhibit E	Additional Provisions
Attachment 2, Exhibit F	Statement Regarding Confidentiality and Security of ALRB Information
Attachment 14	California DVBE Bid Incentive Instructions

ATTACHMENT 2

Reset Form

Print Form

SCO ID: 7300-25HQNIT024

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

24-HQNIT-024

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Agricultural Labor Relations Board

CONTRACTOR NAME

Contractor Name

2. The term of this Agreement is:

START DATE

07/01/2025

THROUGH END DATE

06/30/2027

3. The maximum amount of this Agreement is:

\$X.XX X Amount of Dollars and Zero Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	6
Exhibit A, Attachment 1	Technical Proposal	N/A
Exhibit B	Budget Detail and Payment Provisions	1
+ - Exhibit B, Attachment 1	Cost Sheet	3
+ - Exhibit C	General Terms and Conditions (GTC 02/2025)	1
+ - Exhibit D	Special Terms and Conditions	7
+ - Exhibit E	Additional Provisions	1
+ - Exhibit F	Confidentiality Statement	4
+ - Exhibit G	Acknowledgment of Confidentiality	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

Reset Form

Print Form

SCO ID: 7300-25HQNIT024

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
24-HQNIT-024

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Agricultural Labor Relations Board

CONTRACTING AGENCY ADDRESS
1325 J Street, Suite 1900

CITY
Sacramento

STATE
CA

ZIP
95814

PRINTED NAME OF PERSON SIGNING
Rasha Salama

TITLE
Chief of Administrative Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Signature

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

Signature

EXEMPTION (If Applicable)

EXHIBIT A

SCOPE OF WORK

A. PURPOSE

To provide coordination and logistical services for a multi-agency cross training program. Services will include developing a comprehensive training calendar for over approximately 40 trainings, for over 500 state employees in multiple California counties including but not limited to Sacramento, Merced, Fresno, Visalia, Bakersfield, Indio, and Monterey/Ventura Counties.

For a detailed description of the work to be performed, please see section C, Detailed Scope of Work. The work of this contract is expected to require two fiscal years (July 1, 2025 – June 30, 2027); no work shall begin until all required signatures and approvals are obtained and the ALRB Project Manager provides direction.

The total budget for the two-year contract term is up to \$800,000. Proposals exceeding this amount may be deemed non-responsive and ineligible for the award.

This contract contains a one (1) year option to renew. It is at the discretion of ALRB to exercise this option.

B. BACKGROUND

Farmworkers continue to experience violations of health, safety, and pay laws in the workplace while struggling to access state services to remedy those violations.

California is a global leader in agriculture with approximately 830,000 farmworkers employed throughout the course of any given year. Many of these workers, unfortunately, continue to face deplorable living and working conditions. University of California, Merced and the California Department of Public Health issued the [Farmworker Health Study](#) survey and found that more than one-third of farmworkers are not willing to file reports against their employer for non-compliance with workplace laws. Survey results also showed that nearly half of farmworkers reported never being informed of a heat illness prevention plan as mandated under California law; and nearly 20% of workers reported not being paid their full wages or receiving legally required rest periods.

As climate change worsens, so do the working conditions of farmworkers. The state must ensure it is doing all it can to not only reach and educate farmworkers about their rights but also facilitate access for farmworkers to report violations in their workplace.

In 2020, the Department of Industrial Relations and the Agricultural Labor Relations Board contracted with the University of California Berkeley's Labor Occupational Health Program (LOHP) to complete a needs assessment to inform future outreach campaigns for farmworkers, assess the extent to which workers were familiar with department processes and resources, and identify ways departments could be a resource for workers in addressing work-related problems and labor violations. LOHP found that workers had a very

limited awareness of or experience with departments under the Labor and Workforce Development Agency (Labor Agency), and that most farmworkers did not know who or which Department to reach out to if they had questions or wanted assistance with workplace issues. Furthermore, workers did not trust the Department of Industrial Relations (DIR) and Agricultural Labor Relations Board (ALRB) staff and perceived them as more favorable to employers. For example, workers frequently believe that DIR's Division of Occupational Safety and Health (DOSH or Cal/OSHA) staff provide advance notice to employers prior to an inspection. LOHP also found that the fear of retaliation is central to workers' limited ability to take steps to resolve problems in the workplace.

Lastly, siloed enforcement also created an obstacle for farmworkers. If a farmworker contacted one entity with a question, but the issue fell under the jurisdiction of another department within Labor Workforce Development Agency (LWDA), the worker is only provided a website or hotline. This discourages farmworkers from further pursuing an action and leads to reduced willingness to continue with their complaint. There is a need to improve and maintain ongoing cross-training of all LWDA outreach and enforcement staff to allow for warm hand-offs and a more streamlined process of referrals between departments within the agency.

To address the ongoing access and information obstacles detailed above, the Rural Strategic Engagement program prioritizes three key goals:

1. Increase Access to in person services in farmworker communities
2. Establish a no-wrong door policy for workers
3. Simplify access to information for workers

This request for proposal aims to overcome those siloes through a program of cross-training of LWDA state staff and the encouragement of skill building to promote better service towards California farmworkers. This will improve the services to farmworkers by ensuring that the first point of contact that a worker has with any of the staff in DIR and ALRB will be able to gather basic necessary facts and provide a warm hand-off to the department, division, or board with jurisdiction over the matter.

C. DETAILED SCOPE OF WORK

ALRB will implement multi-module inter-agency training series for enforcement and outreach staff across LWDA, to better equip staff to conduct outreach and serve the public. Staff will be trained to provide hands-on assistance in a range of workplace rights, going beyond the jurisdiction of a single department or division. This training will increase staff's understanding in the wide range of programs and services provided by all seven of the Agency's major departments, boards, and panels. The training will also include providing cultural competency and trauma-informed investigatory skills.

The contractor is required to provide all the services and deliverables outlined below starting July 1, 2025, through June 30, 2027:

Deliverable #1 – Develop a work plan and schedule

- Develop a detailed workplan on how deliverables will be met within 60 days of execution of the contract.
- Identify the tools and mechanisms that will be utilized to track outcomes (Ex. Outlook, project planner (Asana etc.), survey monkey, etc.).
- Present workplan and address question and comments from ALRB.
- Incorporate feedback prior to implementation.

Deliverable #2 – Training Calender

- Develop and draft a training calendar for 30-40 hybrid RSEP statewide trainings (Contractor can utilize data from the January 2025 Farmworker Interagency Cross-Training Survey to inform development of the training format).
- Submit a draft Calendar to ALRB no later than 90 days post execution of the contract.
- Incorporate feedback and recommendations from the ALRB prior to implementation.
- Maintain and update the training calendar as needed throughout the term of the contract.
The training calendar will identify:
 - The date & time of the training
 - The city and county name
 - The training venue location and address
 - The name(s) of trainers
 - The training Agenda
 - Anticipated number of attendees

Deliverable #2 – Facility identification and reservation

- Identify and draft a list of venue locations for trainings
- Submit a list of potential training venues to ALRB for review prior to securing venues.
 - Prioritize training locations in the following five counties: Sacramento, Merced, Fresno, Tulare, Bakersfield, Riverside, and Monterey/Ventura Counties.
- Upon approval, secure venues for each training session. Consider the following at a minimum:
 - Adequate space for training participants to attend primary sessions as well as breakout sessions.
 - Prioritize venues that provide room block rates for participants.
 - Provide adequate parking for participants at the venue location or surrounding parking garages.
 - Audio/Visual (AV) capabilities for both in-person and virtual participants including video conferencing platforms.
- Reserve training venues timely to ensure attending employees and presenters have adequate notice. Ideally, reservations are made at least six (6) weeks in advance of the training date.
- Ensure that training venues can host at least 100 employees.

Deliverable #3 – Employee registration and attendance management

- Develop registration lists by working with ALRB project manager that will be sending employees to trainings.
- Create registration, participation tracking, and reporting mechanisms for approximately 500 employees.
- Manage communications to participants including but not limited to:
 - Inviting participants from ALRB, DIR and EDD to register for trainings (includes instructions, deadlines, accommodations, etc.) at a minimum four (4) weeks prior to the training with a reminder two (2) weeks prior to the training.
 - Confirming and sending reminders for training registration at least 72 hours prior to the training.
 - Updating meeting requests as needed, including training content to participants.
 - Providing reasonable accommodation for participants when needed. Contractor must make ALRB project and contract manager aware of any reasonable accommodation requested and provide detailed list of accommodations and how the contractor will accommodate the request.
- Provide attendance rosters, logistics agenda, and final materials to ALRB three (3) days prior to the training.

Deliverable #4 – Training Day Coordination, Management, and Format

Training materials

- Coordinate directly with approximately up to 20 presenters on training materials. Make sure that presentations are completed and submitted on time.
- Disseminate training materials to attendees 48 hours prior to the date of the training electronically.
- Ensure presenters receive a logistics agenda at a minimum of 48 hours prior to the event identifying when they need to arrive to the training location, their roles and responsibilities, and who their point of contact will be during the training session to address any issues, etc.

Staffing and Training Day Support

- Ensure that there is adequate signage to guide attendees upon arrival to training location
- Each training site must have a reasonable number of contract staff (based on the number of participants) to support the training day(s) activities including but not limited to check in, distribution of content, time keeping, troubleshooting challenges.

Audio/Visual and Recording

- Ensure the training format includes both in-person and virtual interactive participation, optimizing engagement and accessibility for all participants in the training
- Lease and manage all necessary audio/visual equipment for training needs to allow for hybrid attendance

- Address disability accommodations where needed. Requests must be made in adequate time to support training attendance. Contractor must make ALRB project and contract manager aware of any reasonable accommodation requested and provide detailed list of accommodations and how the contractor will accommodate the request.
- Contractor will record all training sessions and provide a final copy of the recording to the ALRB Contract Manager within two (2) weeks of training completion. Recording must be made available on mp4 format.
- Upload recordings to state approved platforms. Were needed, work with ALRB to transfer recordings.

Evaluation and Feedback

- Distribute and collect participant evaluations after each training session.
- Work with ALRB project manager to analyze evaluation results to assess if any adaptations need to be made for future training.
- Make recommendations for improvements as necessary to the Department after each training so improvements can be incorporated into subsequent training. Incorporate recommendations in the biweekly meetings with ALRB project manager.
- Execute changes in subsequent trainings.

Deliverable #5 – Project Management and reporting

Project Management, Responsiveness and Adaptability

- Set up and facilitate, at a minimum, biweekly meetings with Department liaisons to review the project work plan, make modifications and decisions.
- Have a Contract project manager that is responsible for the outcomes of the project plan and is accessible to the Department throughout the duration of the contract.
- The Contract project manager must be responsive and accessible to the Department and its identified liaisons.
- Ensure each training has an identified contract lead that is responsible and accountable for directing the activities of the day and works directly with training facilitator(s) and Department liaisons to make necessary adjustments to ensure that trainings progress and program goals are met.
- Adapt to changing needs or circumstances, maintaining a flexible and responsive approach to all tasks.

Progress Reports

- Provide progress reports to the RSEP liaisons, summarizing key activities, milestones, challenges, and outcomes for each training session during the biweekly meetings or the subsequent schedule created by the team.
- Ensure reports include any logistical recommendations for future sessions based on feedback, evaluation results, and observed issues.
- Submit final report to the Department that compiles all training materials, attendance rosters, evaluations and video recordings.

Throughout the duration of the Agreement, the Contractor will work closely with the ALRB project manager. All tasks must be accepted and all deliverables must be approved in writing by the ALRB project manager prior to payment for the task and acceptance of deliverables.

D. CONTRACT REPRESENTATIVES

The Project Managers during the term of this Agreement will be:

Agency:	Contractor:
Section/Unit:	Section/Unit:
Attention:	Attention:
Address:	Address:
Phone:	Phone:
Email:	Email:

The Administrative Contacts during the term of this Agreement shall be:

Agency:	Contractor:
Division:	Section:
Attention:	Attention:
Address:	Address:
Phone:	Phone:
Email:	Email:

The parties may change their Contract Representative(s) upon providing ten (10) days written notice to the other party's Contract Representative(s). The notifying party shall provide complete contact information for the replacement Contract Representative(s) to include the information provided above.

EXHIBIT A – ATTACHMENT 1

TECHNICAL PROPOSAL

The awarded proposal from the contractor will be inserted here.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. In consideration for the satisfactory completion of the services described herein, ALRB agrees to pay the Contractor, in arrears, upon receipt of an invoice, for services rendered under this Agreement in accordance with Exhibit B, Attachment 1 – Cost Sheet.
2. Contractor shall submit one (1) copy of each invoice. Invoice(s) must include the Agreement Number and must be submitted not more frequently than monthly in arrears to:

Agricultural Labor Relations Board
Accounting Section
acct@alrb.ca.gov

B. Budget Contingency Clause

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

C. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

D. Travel & Per Diem

1. Travel time shall be paid at the applicable standard rates.
2. Travel shall be reimbursed for actual travel costs incurred, not to exceed the rates set forth by the California Department of Human Resources.
3. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

EXHIBIT B - ATTACHMENT 1

COST SHEET

COST CATEGORY	7/1/2025 – 06/30/2026 FY 25-26	7/1/2026 – 06/30/2027 FY 26-27	TOTAL
PERSONNEL: <i>Salary and fringe benefits.</i>			
TOTAL PERSONAL COSTS			
TRAVEL			
MATERIALS & SUPPLIES			
FACILITY RENTALS			
OTHER DIRECT COSTS			
SUBCONTRACTOR			
TOTAL OE&E			
TOTAL COSTS PER FISCAL YEAR (FY)			
TOTAL COSTS FOR CONTRACT			

EXHIBIT B - ATTACHMENT 2

COST BREAKDOWN

Each cost category listed on the proposed Cost Sheet (**Exhibit B: Attachment 1**) must be justified as necessary to accomplish the Scope of Work.

Personnel - Itemize the names of all known personnel who will be involved on the project for each year of the proposed project period. For all personnel, list name, project role, base salary, time base on project, salary requested, fringe benefits rate, and total cost of function, including "to-be-determined" positions (See column descriptions below).

Name: *Full name of the employee who will be working on the project.*

Project Role: *What the role of the employee will be on the project.*

Base Salary: *Annual compensation for the employee.*

Time Base on Project: *Percentage of time the employee will be allocating to the project.*

Salary Requested: *The amount of salary being requested for each budget year period (Base Salary X Time Base on Project).*

Fringe Benefits Rate: *Percentage used by the organization.*

Total Cost of Benefits: *(Salary X Fringe Benefits Rate)*

Name	Project Role	Base Salary	Time Base on Project	Salary Requested	Fringe Benefits Rate	Total Cost of Benefits

Travel - Itemize anticipated travel expenses, by year, that are estimated in the Cost Sheet. Provide the purpose, destination, travelers (name or position/role). Include approximate airfare, lodging and mileage expenses, if applicable. If the application includes a request for travel outside of the State of California, justify the need for those out-of-state trips.

Materials and Supplies - Itemize materials and supplies that will be funded by the project. Include a simple justification of the project's need for these items. This should include rental of equipment as well as any purchases. Theft-sensitive equipment (under \$5,000) must be justified and tracked separately in accordance with State Contracting Manual Section 7.29. **Note: Equipment (\$5000 or more) cannot be purchased through these project funds.**

Facility – Itemize anticipated facility rental costs that will be funded by the project.

Other Direct Costs - Itemize any other expenses by category and cost. These are costs that must be incurred to complete the scope of work that are currently not itemized in the cost sheet.

Subcontractor - Itemize any expenses performed by a Subcontractor (if applicable) by category and cost.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

The General Terms and Conditions will be included in the contract by reference to Internet site

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-Updates/GTC-225-February-2025.pdf>

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

A. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California, local sales, or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

B. Settlement of Disputes

1. In the event of a dispute, Contractor shall file a "Notice of Dispute" with ALRB within ten (10) days of discovery of the problem. Within ten (10) days, ALRB shall meet with the Contractor and Project Manager for purposes of resolving the dispute.
2. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Contractor and State employees normally responsible for the administration of this Agreement shall be brought to the attention of the ALRB Chair or designated representative of each organization for resolution. The decision of the ALRB Chair or designated representative shall be final.
3. In the event of a dispute, the language contained within this Agreement shall prevail over any other language.
4. The existence of a dispute not fully resolved shall not delay Contractor to continue with the responsibilities under this Agreement which is not affected by the dispute.

C. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

D. Stop Work Order

State reserves the right to issue an order to stop work in the event that a dispute should arise, or in the event that State gives Contractor a notice that the Agreement will be terminated. The stop work order will be in effect until the dispute has been resolved or the Agreement has been terminated.

E. Termination

1. In addition to the rights under Exhibit C of the Standard Agreement, State reserves the right to terminate this Agreement in whole or in part at its sole discretion at any time upon thirty (30) days prior written notice to Contractor.
2. After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately stop work, regardless of any delay in determining or adjusting any amounts due under this clause.
3. In the case of early termination, Contractor must submit one (1) original and one (1) copy of a final invoice within 30 calendar days upon date of written notice. The final invoice shall cover all unpaid services to termination date, following the invoice requirements of this Agreement. The final invoice shall be submitted to the address listed on Exhibit B, Budget Detail and Payment Provisions. A copy and description of any data collected up to termination date shall also be provided to the State.
4. Upon receipt of the final invoice, progress report, and data, a final payment will be made to Contractor. This payment shall be for all State-approved costs that in the opinion of State are justified, and shall include labor, and materials purchased or utilized (including all non-cancellable commitments) to termination date at the rates set forth in the contract.

F. Amendments

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

G. Insurance Requirements

1. Commercial General Liability

Contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this Agreement. Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy must include coverage for liabilities arising out of premises operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

Agricultural Labor Relations Board, State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed under this Agreement.

This endorsement must be supplied under a form acceptable to the Office of Risk and Insurance Management.

In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, Contractors shall include all subcontractors as insured under Contractor's insurance or supply evidence of insurance to the State equal to policies, coverage and limits required of Contractor.

2. Automobile Liability

Contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this Agreement. Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The policy must include:

Agricultural Labor Relations Board, State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed under this Agreement.

3. Workers' Compensation and Employers' Liability

Contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this Agreement. Contractor shall maintain statutory workers' compensation and employers' liability for all its employees who will be engaged in the performance of the Agreement. Employers' liability limits of \$1,000,000 are required. The policy must include:

When work is performed on State owned or controlled property the Workers' Compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.

4. General Provisions Applying to all Policies

- a. Coverage Term: Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the Agreement. The Contractor agrees to provide a new certificate of insurance via email to:

Agricultural Labor Relations Board

BSO@ALRB.ca.gov

Subject Line: 24-HQNIT-024 – Insurance Certificate

- b. Policy Cancellation or Termination and Notice of Non-Renewal: Contractor shall provide to the State within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

- c. Deductible: Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- d. Primary Clause: Any required insurance contained in the Agreement shall be primary, and not excess or contributory to any other insurance carried by the State.
- e. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- f. Endorsements: Any required endorsement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. Inadequate Insurance: Inadequate or lack of insurance does not negate the Contractor's obligations under the Agreement.

H. Preference Program (To be included if PRIME is using a DVBE subcontractor)

- 1. Contractor understands and agrees that should award of this contract be based in part on their commitment to use a Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code section 999.5, subdivision (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (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.
- 2. 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 Military and Veterans Code section 999.9, or Public Contract Code sections 10115.10 or 4110 (applies to public works only).
- 3. If for this agreement Contractor made a commitment to achieve DVBE participation, upon completion of the awarded contract, the Contractor must certify to the awarding department all of the following:
 - a. The total amount the contractor received under the contract.
 - b. The name and address of the DVBE that participated in the performance of the contract and the contract number
 - c. The amount and percentage of work the Contractor committed to provide to one or more DVBE under the requirements of the contract and the amount each DVBE received from the Contractor.
 - d. That all payments under the contract have been made to the DVBE(s). Upon request by the awarding department, the Contractor shall provide proof of payment for the work.

Form 810 P shall be used for Contractor's certification. Form 810 P is located at the following internet site:

https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_810P.pdf

A person or entity that knowingly provides false information will be subject to a civil penalty for each violation. (Mil. & Vet. Code, § 999.5, subd. (d).)

4. Withhold: Ten thousand dollars (\$10,000) will be withheld from the final payment, or the full final payment if less than ten thousand dollars (\$10,000), until the Contractor complies with the certification requirements of subdivision (d) of Mil. & Vet. Code Section 999.5. Contractor shall be given 30 days' notice to cure the defect. If, after 30 calendar days from the date of notice, the prime contractor refuses to comply with the certification requirements, DGS shall permanently deduct ten thousand dollars (\$10,000) from the final payment, or the full payment if less than ten thousand dollars (\$10,000).

I. Force Majeure

Except for defaults of subcontractors, neither ALRB nor the Contractor must be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting from acts beyond the control of the offending party. This includes acts of God, enemy or hostile governmental action, civil commotion, strikes, government orders, national or state declared pandemics, lockouts, labor disputes, nuclear accident, freight embargo, fire, flood, earthquakes or other physical natural disaster, or governmental statutes or regulations superimposed after the fact. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this contract. ALRB may terminate this Agreement immediately in writing without penalty in the event the Contractor invokes this clause.

If the Agreement is not terminated by ALRB pursuant to this clause, upon completion of the event of force majeure, the Contractor must as soon as reasonably practicable recommence the performance of its obligations under this Agreement. The Contractor must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both the Contractor and subcontractor pursuant to this force majeure clause, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

J. Health and Safety

Contractors are required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractors are also required to comply with the state agency's specific health and safety requirements and policies. Contractors agree to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, the state agency's specific health and safety requirements and policies.

K. Registration with State and Local Jurisdictions

All business entities doing business within the State must be registered with the appropriate state and local jurisdictions and maintain applicable licenses as required by law. All businesses who do not possess active licenses required to perform the contract services in the scope of work, or who are not registered with the appropriate jurisdictions as required by law during the Agreement term may have their Agreement terminated at the discretion of ALRB.

L. Tax Delinquencies

Public Contract Code Section 10295.4 provides that a State agency shall not enter into any contract for goods or services with a contractor whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. Franchise Tax Board (FTB) and Board of Equalization (BOE) will post and periodically update lists of the 500 largest tax delinquencies on their websites as required by law. If ALRB determines that the Contractor or any of its subcontractors are on either the FTB or BOE list at any time before or during the contract term, this will be grounds for termination of the contract.

M. DVBE Audit

Contractor agrees that the State or its delegate will have the right to review, obtain, and copy all records pertaining to Contractor's compliance with the Disabled Veteran Business Enterprise (DVBE) requirements as contained in Public Contract Code sections 10115 et. seq. Contractor agrees to provide State or its delegate with any relevant information requested and shall permit State or its delegate access to its premises, upon reasonable notice, during normal business hours for the purposes of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the DVBE requirements. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

N. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

O. Order of Precedence: In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

1. Exhibit C – General Terms and Conditions (02/2025)

2. State of California – Department of General Services Standard Agreement STD 213 (rev. 04/2020) and any amendments thereto;
3. Exhibit D – Special Terms and Conditions;
4. Exhibit A – Statement of Work, including any specifications incorporated by reference herein; and
5. All other attachments incorporated into the Contract as listed on the STD 213.

EXHIBIT E

ADDITIONAL PROVISIONS

A. Confidentiality and Security of ALRB Information

ALRB must ensure agreements and contracts with state and non-state entities include provisions which protect and minimize risk to the State when engaging in the development, use, or maintenance of information systems, products, solutions, or services. In order to comply with the State Administrative Manual (SAM) Section 5305.8, Contractor must comply with Exhibit F, Statement Regarding Confidentiality and Security of ALRB Information, and Exhibit G, Acknowledgment of Confidentiality.

B. Evaluation of the Contractor

Pursuant to Public Contract Code (PCC) Sections 10367 and 10369, the Contractor providing consultant services of \$5,000 or more shall be advised in writing that the performance will be evaluated. The evaluation shall be prepared on a Contract/Contractor Evaluation Sheet (STD. 4), within sixty (60) days after completion of the Agreement and maintained in the Agreement file. Any negative evaluations will be sent to the Department of General Services, Office of Legal Services (DGS/OSL) and a copy sent to the Contractor within fifteen (15) days. The Contractor shall have thirty (30) days to prepare a statement defending his or her performance under the Agreement and to send it to ALRB and DGS/OLS.

EXHIBIT F

STATEMENT REGARDING CONFIDENTIALITY AND SECURITY OF ALRB INFORMATION

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 Agricultural Labor Relations Board ("ALRB") 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 contract number 24-HQNIT-024: all data and information collected, used and maintained by ALRB that must be accessed, received or used by Contractor in order to perform authorized services (referred to in this exhibit as "ALRB Confidential Information"). Examples of ALRB Confidential Information that Contractor will have access to, and must include, but are not limited to questions from participants that may have case specific data or information, employee specific reasonable accommodations, etc. Only those individuals who are employees, agents or subcontractors of Contractor with a need to access or use ALRB Confidential Information in order to perform their job responsibilities ("Authorized Users") shall be permitted such access or use. Contractor shall protect all ALRB 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 ALRB Confidential Information "publicly available." Also, Contractor shall maintain and retain as confidential all work product and all work performed under this contract, recommendations or reports made to ALRB, and all discussions between Contractor and ALRB staff, including communications, whether oral, written or electronic.

2. License

ALRB is the owner of ALRB Confidential Information. ALRB hereby grants to Contractor a limited, non-exclusive, nontransferable, revocable license to use ALRB Confidential Information for the purposes set forth in the Contract until termination, suspension or expiration of the Contract. 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 ALRB Confidential Information in any manner or for any purpose not authorized under the Contract. 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.*). ALRB reserves all such privileges and exemptions.

3. Authorized Access and Use, Acknowledgments of Confidentiality

Prior to commencing work pursuant to the Contract, each Authorized User shall be provided a copy of this exhibit, "Confidentiality and Security of ALRB Information," and date and sign the ALRB Acknowledgment of Confidentiality attached hereto. Contractor shall provide ALRB with the original signed acknowledgments, retaining a copy of such acknowledgments for its own records.

4. Audit

ALRB 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 ALRB, or by a third party hired and authorized by ALRB to conduct such audit.

5. Disclosures

No reports, information, discoveries or data obtained, assembled or developed by Contractor in its performance of the Contract, including any ALRB Confidential Information, may be released, published, orally disclosed, or made available to any individual or entity without prior written approval from ALRB. 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 ALRB Confidential Information (herein, "PRA Request"), Contractor shall notify ALRB of the PRA Request by close of business, Pacific time, the day it receives the request. Contractor's PRA Request notification to ALRB 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 ALRB 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 ALRB. 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 ALRB upon ALRB's written request, or upon the suspension, expiration or termination of the Contract. ALRB reserves all exemptions from disclosure available under the PRA.

6. 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 ALRB Confidential Information, or any records or data pertaining to its performance of the Contract, Contractor shall provide a copy of the demand to ALRB no later than the close of business, Pacific time, on the day Contractor receives the demand. Contractor shall cooperate fully with ALRB in responding to such demand. Prior to Contractor responding to such demand, ALRB shall have the right to oppose the demand, or participate in any resolution, mediation or adjudication of a dispute regarding the demand at ALRB's own expense.

7. Breach Notification; Costs

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

Rasha Salama, Chief Information Officer
Agricultural Labor Relations Board
1325 J Street, Ste. 1900
Sacramento, CA 95814
Phone: 916.894.6780

Rafael Diaz, Information Security Officer
Agricultural Labor Relations Board
1325 J Street, Ste. 1900
Sacramento, CA 95814
Phone: 916.516.2392

Contractor shall cooperate fully with ALRB in its response to such breach, including ALRB's reporting mandated by California's Statewide Information Management Manual and ALRB'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 ALRB Confidential Information was maintained and whether such device was encrypted; and whether the ALRB 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 ALRB'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.

8. Disposition of ALRB Confidential Information

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

9. Transmission and Storage Security

Contractor shall store ALRB Confidential Information in a place physically secure from access by unauthorized persons. ALRB 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 contract 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 Contract. Contractor shall be responsible for all costs associated with such security and maintenance efforts.

Contractor shall encrypt all ALRB 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 ("NIST") to Federal Information Processing Standards 140 – 2 Level 1. For all symmetric cryptography, Contractor shall use cryptographic algorithms and key sizes that are currently NIST-validated: AES with a minimum key size of 128 bits, and/or 3TDEA with a key size of 168 bits. For all public key cryptography, Contractor shall use a minimum key size of 2048 bits. Contractor shall not transmit ALRB Confidential Information or related data via email or other Internet transport protocol over a public network unless the foregoing is secured using NIST-validated cryptographic modules, cryptographic algorithms, and key sizes as specified herein. Contractor shall not use SSL 2.0 or SSL 3.0, but shall employ TLS 1.1 or better.

Contractor shall save and store ALRB Confidential Information and any related data on a secure server to which only Authorized Users have access.

EXHIBIT G

ACKNOWLEDGEMENT OF CONFIDENTIALITY

By agreement with the Agricultural Labor Relations Board, _____ (“Contractor”) will be authorized to access and use data and information collected and maintained by the Agricultural Labor Relations Board (“ALRB”) so that Contractor may perform services for ALRB. Such data and information is designated ALRB Confidential Information in the Statement of Confidentiality and Security of ALRB Information signed by Contractor, and, as set forth therein, is protected from unauthorized use and disclosure. Only those individuals who are employees, subcontractors or agents of Contractor with a need to access or use ALRB Confidential Information in order to perform their job responsibilities (“Contractor Authorized Users”) shall be permitted to access or use ALRB Confidential Information.

You must read and sign this Acknowledgment of Confidentiality because Contractor has identified you as an Authorized User. If you violate the obligations regarding ALRB Confidential Information set forth herein, you may face civil or criminal action. (Civ. Code, §§ 1798.56-57.)

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

_____ I acknowledge that I have reviewed the Statement Regarding Confidentiality and Security of ALRB Information that governs access, use, storage and transfer of ALRB 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 ALRB Confidential Information;

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

_____ I acknowledge that wrongful access, inspection, use or disclosure of ALRB 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 ALRB Confidential Information, whatever the format (electronic or paper) by:

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

By: _____ Date: _____

ATTACHMENT 3
PROPOSER REFERENCES FORM

Submission of this form is *mandatory*. Failure to complete and return this attachment with your proposal may cause your proposal to be rejected and deemed non-responsive. By furnishing the references, the Proposer authorizes the State to contact the named company, person or entity to confirm the Proposer meets the minimum qualifications set forth in the RFP. More than two (2) references may be submitted if necessary to demonstrate that the Proposer meets the minimum qualifications.

REFERENCE 1

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

REFERENCE 2

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

REFERENCE 3

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

ATTACHMENT 4 PAYEE DATA RECORD

[Print Form](#) [Reset Form](#)

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE

E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

☐ **SOLE PROPRIETOR / INDIVIDUAL**

☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*

☐ **PARTNERSHIP**

☐ **ESTATE OR TRUST**

☐ **CORPORATION** (see instructions on page 2)

☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)

☐ **LEGAL** (e.g., attorney services)

☐ **EXEMPT** (e.g., nonprofit)

☐ **ALL OTHERS**

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must match the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR

Federal Employer Identification Number (FEIN)

_____ - _____ - _____

Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

☐ No services performed in California

☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE

TITLE

E-MAIL ADDRESS

SIGNATURE

DATE

TELEPHONE (include area code)

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE

UNIT/SECTION

MAILING ADDRESS

FAX

TELEPHONE (include area code)

CITY

STATE

ZIP CODE

E-MAIL ADDRESS

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - o For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900

E-mail address: wscs.gen@ftb.ca.gov

For hearing impaired with TDD, call: 1-800-822-6268

Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

**ATTACHMENT 5
CONTRACTOR CERTIFICATION CLAUSES**

CCC 04/2017

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

ATTACHMENT 6
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

<p>I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.</p> <p><i>Proposer/Bidder Firm Name (Printed)</i></p>		<p><i>Federal ID Number</i></p>
<p><i>By (Authorized Signature)</i></p>		
<p><i>Printed Name and Title of Person Signing</i></p>		
<p><i>Date Executed</i></p>	<p><i>Executed in the County and State of</i></p>	

**ATTACHMENT 7
DARFUR CONTRACTING ACT FORM**

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. Please see Public Contracts Code, section 10476 for a definition of scrutinized company.

OPTION #1 - NOT APPLICABLE

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

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that the prospective proposer/bidder named below has not, within the previous three years, had any business activities or other operations outside of the United States.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i>	

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>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i>	

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>Date</i>
<i>Printed Name and Title of Person Signing</i>	

ATTACHMENT 8 DVBE DECLARATION (OPTIONAL)

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

DGS PD 843 (Rev. 9/2019)

Formerly STD. 843

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: _____

Description (materials/supplies/services/equipment proposed): _____

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)	_____ (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 ____

PRINT

CLEAR

ATTACHMENT 9
TACPA (OPTIONAL)

ATTACHMENT 10

MINIMUM QUALIFICATIONS

Submissions of this attachment is mandatory. Failure to complete and return this attachment with your proposal may cause your proposal to be rejected and deemed non-responsive. The Proposer must provide a detailed response, outlining information as to how the Proposer meets each of the minimum qualifications listed below.

- a. Proven knowledge and minimum of three (3) years of experience in conference/ educational seminars/event planning.
- b. Proven knowledge and experience project managing and executing at least (5) five conference/ educational seminars/events in person or hybrid (virtual and in person) format in California.
- c. Proven experience successfully executing at least (1) one event with over 100 participants utilizing a hybrid format.
- d. The project manager must have a minimum experience of three (3) years managing large-scale conferences/ education seminars/events.

ATTACHMENT 11
BIDDER DECLARATION FORM

State of California—Department of General Services, Procurement Division
GSPD-05-105 (REV 08/09)

Solicitation Number

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?
				<div style="border: 1px solid black; width: 40px; height: 20px;"></div>	<input type="checkbox"/>	<input type="checkbox"/>
				<div style="border: 1px solid black; width: 40px; height: 20px;"></div>	<input type="checkbox"/>	<input type="checkbox"/>
				<div style="border: 1px solid black; width: 40px; height: 20px;"></div>	<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.

Page of

<https://www.documents.dgs.ca.gov/dgs/fmc/gsp/gspd05-105.pdf>

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 (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

- 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, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs 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 DVBE.

(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 DVBE 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, NVSA, DVBE 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, NVSA, and/or DVBE 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 DVBE (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 DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE 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 DVBE 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 12
COST SHEET**

COST CATEGORY	7/1/2025 – 06/30/2026 FY 25-26	7/1/2026 – 06/30/2027 FY 26-27	TOTAL
SALARIES			
BENFEITS			
TOTAL PERSONNEL COSTS			
TRAVEL			
MATERIALS & SUPPLIES			
EQUIPMENT	N/A	N/A	N/A
FACILITY			
OTHER DIRECT COSTS			
SUBCONTRACTOR			
TOTAL OE&E			
TOTAL COSTS PER FISCAL YEAR (FY)			
TOTAL COSTS FOR CONTRACT			

ATTACHMENT 13 COST BREAKDOWN

Each cost category listed on the proposed Cost Sheet (**Exhibit B: Attachment 1**) must be justified as necessary to accomplish the Scope of Work.

Personnel - Itemize the names of all known personnel who will be involved on the project for each year of the proposed project period. For all personnel, list name, project role, base salary, time base on project, salary requested, fringe benefits rate, and total cost of function, including “to-be-determined” positions (See column descriptions below).

Name: *Full name of the employee who will be working on the project.*

Project Role: *What the role of the employee will be on the project.*

Base Salary: *Annual compensation for the employee.*

Time Base on Project: *Percentage of time the employee will be allocating to the project.*

Salary Requested: *The amount of salary being requested for each budget year period (Base Salary X Time Base on Project).*

Fringe Benefits Rate: *Percentage used by the organization.*

Total Cost of Benefits: *(Salary X Fringe Benefits Rate)*

Name	Project Role	Base Salary	Time Base on Project	Salary Requested	Fringe Benefits Rate	Total Cost of Benefits

Travel - Itemize anticipated travel expenses, by year, that are estimated in the Cost Sheet. Provide the purpose, destination, travelers (name or position/role). Include approximate airfare, lodging and mileage expenses, if applicable. If the application includes a request for travel outside of the State of California, justify the need for those out-of-state trips.

Materials and Supplies - Itemize materials and supplies that will be funded by the project. Include a simple justification of the project's need for these items. This should include rental of equipment as well as any purchases. Theft-sensitive equipment (under \$5,000) must be justified and tracked separately in accordance with State Contracting Manual Section 7.29. **Note:** ***Equipment (\$5000 or more) cannot be purchased through these project funds.***

Facility – Itemize anticipated facility rental costs that will be funded by the project.

Other Direct Costs - Itemize any other expenses by category and cost.

Subcontractor - Itemize any services performed or expenses funded by a Subcontractor (if applicable) by category and cost.

ATTACHMENT 14 CALIFORNIA DVBE INCENTIVE INSTRUCTIONS

(01/31/17)

Please read the instructions carefully before you begin.

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a “good faith effort” (GFE).**

This solicitation does not include a minimum DVBE participation percentage or goal.

DVBE BID INCENTIVE. A DVBE incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply a DVBE Bid incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document) and confirmed by the State. The DVBE incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price.

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

As applicable: (1) Awards based on low price - the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

(2) Awards based on highest score - the solicitation shall include an individual requirement that identifies incentive points for DVBE participation.

INTRODUCTION. Bidders must document DVBE participation commitment by completing and submitting a Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document). Bids or proposals (hereafter called “bids”) that **fail to submit the required form to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive.**

Information submitted by the intended awardee to claim the DVBE incentive(s) will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called “DVBE”) who perform a commercially useful function relevant to this solicitation, may

be used to qualify for a DVBE incentive(s). The criteria and definition for performing a commercially useful function are contained herein on the page entitled **Resources & Information**. Bidders are to verify each DVBE subcontractor's certification with OSDS to ensure DVBE eligibility.

At the State's option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation may request information that includes but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

THE DVBE BUSINESS UTILIZATION PLAN (BUP): DVBE BUPs are a company's commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts held in California, not just those with the State. A DVBE BUP does not qualify a firm for a DVBE incentive. Bidders with a BUP, must submit a Bidders Declaration (GSPD-05-105) to confirm the DVBE participation for an element of work on this solicitation in order to claim a DVBE incentive(s).

THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:

Awarding Department: Contact the department's contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. You may also contact the department's SB/DVBE Advocate for assistance.

Other State and Federal Agencies, and Local Organizations:

STATE: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at <https://www.caleprocure.ca.gov/>. To begin your search, click on "SB/DVBE Search." Search by "Keywords" or "United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: <https://www.caleprocure.ca.gov/>. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDSHelp@dgs.ca.gov.

FEDERAL: Search the U.S. Small Business Administration's (SBA) website at <https://www.sba.gov/> to identify potential DVBEs. Select the "Contracting" tab, select the "Resources for Finding Customers" tab, and click on the "Dynamic Small Business Search (DSBS) Database" link. Search options and information are provided on the Dynamic Small Business Search Database site. First time users should click on the "Help" button for detailed instructions. Remember to verify each firm's status as a California certified DVBE.

LOCAL: Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to <http://www.dgs.ca.gov/pd/Resources.aspx> and select the blue Small Business & Disabled Veterans Business Enterprises tab and select: [DVBE Referral Organizations.pdf](#)

RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to:
<http://www.dgs.ca.gov/pd/Programs/OSDS/advocate.aspx>.

The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to <http://www.dgs.ca.gov/pd/Resources.aspx> and select the blue Small Business & Disabled Veterans Business Enterprises tab and select:

- [DVBE Focus Paper Listing](#) (Excel)
- [DVBE Trade Paper Listing](#) (Excel)

U.S. Small Business Administration (SBA):
Use the SBA website: <https://www.sba.gov/>

FOR:
Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification.)

Local Organizations: Go to <http://www.dgs.ca.gov/pd/Resources.aspx> and select: [DVBE Referral Organizations.pdf](#)

FOR:
List of potential DVBE subcontractors

DGS-PD EProcurement
Website: <https://www.caleprocure.ca.gov/>
Phone: (916) 375-2000
Email: custserv@dgs.ca.gov

FOR:

- SB/DVBE Search
- CSCR Ads
- Click on Training tab to Access eProcurement Training Modules including:
Small Business (SB)/DVBE Search

DGS-PD Office of Small Business and DVBE Services (OSDS)
707 Third Street, Room 1-400, West Sacramento, CA 95605
Website: <http://dgs.ca.gov/pd/programs/osds.aspx>
OSDS Receptionist, 8 am-5 pm: (916) 375-4940
PD Receptionist, 8 am-5 pm: (800) 559-5529
Fax: (916) 375-4950
Email: osdshelp@dgs.ca.gov

FOR:

- Directory of California-Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns
- General DVBE Program Info.
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

Commercially Useful Function Definition

As defined in MVC §999 and 2 CCR §1896.6(1), a person or an entity is deemed to perform a "commercially useful function" if a person or entity does all of the following:

- o Is responsible for the execution of a distinct element of the work for the contract;
 - o Carries out contractual obligations by actually performing, managing, or supervising the work involved;
 - o Performs work that is normal for its business services and functions;
 - o Is not further subcontracting a portion of the work that is greater than expected to be subcontracted by normal industry practices;
 - o Is 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; and,
 - o Its role is not an extra participant in the transaction, contract or project through which funds are passed in order to obtain the appearance of DVBE participation.
-