REQUEST FOR PROPOSAL
RFP No. 23-01

Notice to Proposers for
Employee Compensation Study

May 10, 2023

You are invited to review and respond to this Request for Proposals (RFP): California State Auditor's Employee Compensation Study, RFP No. 23-01. In submitting your proposal, you must comply with these instructions.

Proposers interested in responding to this RFP are encouraged to notify the California State Auditor's Office (State Auditor) indicating their interest. This will ensure that your firm/team receives supplemental or updated information that may be released subsequent to the State Auditor's formal issuance of the RFP. Provide the firm's name, address, and contact information by May 23, 2023. Send by email, postcard, or letter to Ms. Jamie Cummings.

In the opinion of the State Auditor, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Ms. Jamie Cummings, Business Service Analyst
California State Auditor
621 Capitol Mall, Suite 1200
Sacramento, CA 95814
916-445-0255
E-mail: Proposals@auditor.ca.gov

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

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I. PURPOSE AND DESCRIPTION OF SERVICES

In this Request for Proposals (RFP), the California State Auditor (State Auditor) solicits qualified and independent proposers to complete an employee compensation study conducted to ensure that the employees of the State Auditor's Office are competitively compensated compared to other relevant employers in the labor market.

A. Background

The State Auditor's Office performs a critical role in state government by providing essential information to the Legislature, Governor, and public about the fiscal health and performance of state and local government agencies and other public entities. To attract and retain highly qualified staff to provide these services effectively and efficiently, it is necessary to ensure the compensation structure of the State Auditor's Office is competitive in the labor market. California Government Code 8544 specifically authorizes the State Auditor to set compensation for employees. Specifically, California Government Code 8544 states:

1. Consistent with subdivision (i) of Section 8546, the California State Auditor may employ and fix the compensation, in accordance with Article VII of the California Constitution, of those professional assistants and technical, clerical, deputy state auditors, and other officers and employees as he or she deems necessary for the effective conduct of the work under his or her charge.
2. In establishing and adjusting classes of positions, and establishing and adjusting salary ranges for each class of position, to provide for the continued ability to attract and maintain qualified individuals within the California State Auditor's Office, consideration shall be given to the fact that the level of education, experience, knowledge, and ability required of the employees of the State Auditor's Office is generally higher than that of state service generally, due to the unique duties and responsibilities imposed on the State Auditor's Office and the relatively small number of employees.
3. When fixing compensation for employees, the California State Auditor shall consider prevailing rates for comparable service in other public employment and private business.

B. Statement of Work

The study shall include a total compensation market survey of civil service classifications used by the State Auditor's Office measured against classifications used by an appropriate set of comparable public and private sector employers. The State Auditor's Office employs approximately 160 full-time employees in approximately 38 classifications, including civil service statewide classifications and State Auditor-specific audit classifications. The State Auditor's Office is located in Sacramento, California. Meetings will be conducted either at the State Auditor's Office, by video conference, or by teleconference. The components of the work shall, at a minimum, include:

1. Meet and consult with the State Auditor's project team before determining a list of comparable employers to be used in the survey. The list should include other state and local government employers, private sector firms and public accounting firms.
2. Identify the classifications that will be surveyed in the market (i.e., benchmark classifications), including separate comparable working titles for financial auditors and performance auditors.
3. Provide an explanation of the specific methodology used to identify the survey employers, and determine alignment of classifications, including examining levels within classifications series and the distinct type of audit work performed, including financial audit work and performance audit work.
4. Conduct a comprehensive total compensation survey that includes not only job titles, but relevant professional certifications, duties and responsibilities identified in the duty statements, classification specifications, and other relevant data of the State Auditor's Office.
5. Conduct a comprehensive total compensation analysis to provide the State Auditor's Office with an accurate assessment of how its compensation plan compares with the selected labor market of public and private employers. The total compensation analysis shall include monthly or annual salary; employee retirement benefits; retiree healthcare; health, dental, vision, life, disability, and other insurance coverage; and any other benefits that are available to all employees within a classification and not already detailed. This analysis shall also include incentive compensation for education; certification bonuses; performance incentive compensation; non-financial rewards; and leave benefits (including vacation/annual leave, sick leave, holidays, and miscellaneous personal and administrative leave categories).
6. Complete an internal base salary relationship analysis, including the development of appropriate internal relationship and equity guidelines.
7. Develop external competitive and internal equitable salary recommendations for each classification included within the study.
8. Assign a salary range to each existing classification, including performance auditors and financial auditors, that reflects the findings of comparable employers in the market survey, and conduct an analysis of the internal relationships and include an explanation of the specific methodology used in determining the salary ranges.
9. Present the draft results of the survey that includes, at minimum, the study process, market compensation findings, and internal salary relationships to the project coordinator allowing time for review and comment by October 2, 2023.

10. Present the final compensation report that includes, at minimum, the study process, market compensation findings, internal salary relationships, and recommendations to executives and the project coordinator by October 10, 2023.

C. Contractor Responsibilities

1. Designate a person to whom all project communications may be addressed and who has the authority to act on all aspects of services provided under the contract. This person will be responsible for the overall project and will be the contact for all invoice and Contractor staffing issues.
2. Provide written reports for review and approval by the project team for the State Auditor's Office and formally respond to the office, as necessary, in its review of findings.
3. Confer weekly with the project coordinator for the State Auditor's Office to discuss progress of the project.
4. Make its best efforts to maintain staff continuity throughout the life of the project. If, however, a substitution becomes necessary, the Contractor must submit a resume for review, in advance, of all proposed personnel substitutions. All Contractor personnel substitutions must be approved in writing by the office project coordinator for the State Auditor's Office. Failure to receive the required approvals may result in termination of the contract.

D. State Auditor Responsibilities

1. Designate a contact person (project coordinator) to whom all Contractor communications may be addressed and who has the authority to act on all aspects of the services provided under the contract. This person will review the contract and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.
2. Provide access to business and technical documents as necessary for the Contractor to complete the tasks identified in this RFP.
3. Ensure appropriate resources are available to perform assigned tasks, attend meetings, and answer questions.
4. Ensure that decisions are made in a timely manner.
5. Provide work areas and meeting rooms as needed.
6. Identify and provide access to Subject Matter Experts to assist with the elaboration of technical requirements.

E. Deliverables

Final compensation report is due no later than October 10, 2023. This report should include, at minimum, the study process, market compensation findings, internal salary relationships, and recommendations to executives and the project coordinator.

II. MINIMUM QUALIFICATIONS FOR PROPOSERS

All proposed personnel (excluding administrative support) and all firms performing professional services under the contract must have the qualifications and experience identified below.

A. Minimum Qualifications and Experience

1. Prospective Contractors shall provide the State Auditor's Office with a list of projects performed by the Contractor that have been similar to the engagement described in this RFP. Specifically, the list must include three examples of projects in which the prospective Contractor conducted similar analyses. The listing should include:

   (a) Title of the project,

   (b) Name of the entity,

   (c) Brief description of the project, and

   (d) Name and telephone number of the entity's contracting officer.

   By furnishing this information, the proposer gives permission to the State Auditor to contact these entities regarding the proposer's past performance. If the firm is newly organized, a listing of projects completed by lead personnel during previous employment may be acceptable. Moreover, if the proposal is from a joint venture, the experience of the parties to the joint venture may be combined.

2. Proposed Management:

   (a) Identification by name of the lead personnel the prospective Contractor proposes to assign to the engagement. Include a résumé of lead personnel.

   (b) Contract terms will not permit substitution of lead personnel without the prior written approval of the State Auditor's office.

3. Proposed Personnel:

   (a) For each individual that the prospective Contractor proposes to assign to the engagement (excluding administrative support personnel), include a summary of similar work or studies performed by the individual, a résumé, and a statement indicating his/her planned responsibilities under the contract. Any anticipated limitations on the availability of these individuals should be identified.

   (b) Former employees of the State Auditor's Office may not perform any work for the engagement within one year following the termination of their employment. The State Auditor reserves the right to reject any individual proposed to be assigned to the engagement.

4. Proof that the proposer, if a corporation, is in good standing and qualified to conduct business in California. Proposals must include a copy of a Certificate of

Status issued by the California Secretary of State. For non-profit proposers, provide proof of nonprofit status.

5. Copies of current business licenses, professional certifications or other relevant credentials.
6. Subcontractors may be used to perform work under the contract. If a proposer intends to use subcontractors, the proposer must identify in the proposal the names of the subcontractors and the portion of the work the subcontractors will perform. Qualifications of subcontractor staff assigned to the compensation study should be described in the same manner as contractor staff. The State Auditor's Office, in its sole discretion, reserves the right to reject subcontractors. Subcontractors, if used, shall be subject to all terms, conditions, and qualifications required by this RFP.

III. PROPOSAL REQUIREMENTS AND INFORMATION

The prospective contractor/proposer may include any relevant information and pertinent exhibits in the proposal. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this solicitation letter. Emphasis should be on conformance to the instructions and responsiveness to the requirements described herein, and on completeness and clarity of content.

A. Key Action Dates

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

Table 1. Key Action Dates

Action	Time	Date
Release of Request for Proposals		May 10, 2023
Questions Due	4:00 p.m. PDT	May 23, 2023
Optional Notice of Interest Postcard/Letter/Email	4:00 p.m. PDT	May 23, 2023
Questions and Answers Posted	4:00 p.m. PDT	May 31, 2023
Proposals Due	**9:00 a.m. PDT**	**June 8, 2023**
Opening of Proposals	10:00 a.m. PDT	June 8, 2023
Evaluation Period Interviews, if applicable		June 8-21, 2023
Notice of Intent to Award Posted In Lobby of State Auditor's Office and on Website	4:00 p.m. PDT	June 22, 2023
Protest Period		June 22-29, 2023
Contract Award		June 30, 2023
Contract Work Begins		July 19, 2023

B. Questions and Answers

1. Proposers requiring clarification or further information on the intent or content of this RFP or on procedural matters regarding the competitive bid process may request clarification by submitting questions in writing. Questions and answers will be posted to the California State Auditor website by the due date listed in Table 1, Key Action Dates. Clearly mark all questions with "Questions Relating to RFP No. 23-01." Submit questions as follows:

   E-mail: Proposals@auditor.ca.gov

   Fax: (916) 327-0019

   Mail: California State Auditor
   621 Capitol Mall, Suite 1200
   Sacramento, CA 95814

   Attention: Jamie Cummings
   Questions Relating to RFP No. 23-01

2. If disclosing questions to other proposers would compromise proprietary information, a proposer may seek clarification or further information on the content of the RFP by marking the question packet "CONFIDENTIAL" and submitting questions as described above. The proposer must explain why his/her questions are sensitive in nature. If the State Auditor concurs that disclosure of the question or answer would expose the proprietary nature of the proposal, the question will be answered and both the question and answer will be kept in confidence. If the State Auditor does not concur with the proprietary aspect of a question, the question will not be answered in this manner and the proposer will be so notified.

C. Confidentiality

1. The State Auditor appreciates a proposer's desire to treat certain documents as confidential.

2. If the State Auditor receives a request to disclose data claimed by the proposer to be confidential, the State Auditor will determine whether the information was correctly identified as confidential. If there is any question of whether specific information is confidential, the State Auditor will contact the person(s) identified in the RFP response to obtain a justification and statement of why the information is confidential.

3. Any proposal that contains confidential information shall be prominently marked "CONFIDENTIAL" and shall identify the reasonable legal basis for confidentiality. The State will deem those portions of the proposal not marked "CONFIDENTIAL" releasable under the California Public Records Act.

4. Proposer shall not disclose data or disseminate the contents of any preliminary or final work product or records, documents, or information used in support of the work product without the written permission of the State Auditor.
5. With the exception of comments made about the work product to the State Auditor or his staff, proposers shall not make comments to any individual, nor shall proposer comment on the State Auditor's actions regarding the work product, without the prior written consent of the State Auditor.

D. Independence/Conflict of Interest Disclosure

1. The proposer must disclose and, if awarded a contract, shall have a continuing duty to disclose any financial, business, or other relationship of the proposer, subcontractor, or individual employees that may have an impact on the work performed **(Attachment E)**.
2. In this disclosure, the proposer should include information regarding situations that might create an appearance of a lack of independence, regardless of whether the proposer believes that the situation creates an actual conflict of interest, and how the proposer intends to manage such situations. If the proposer believes that there may be an appearance of a conflict of interest or lack of independence based on any previous or ongoing work the proposer has performed, the proposer shall specifically address how it plans to address and manage that appearance, including, but not limited to, how appropriate safeguards would be applied by the proposer to guard against that appearance.
3. If the proposer believes that no conflict of interest or appearance of lack of independence as described above exists, then a statement to that effect must be made in the proposal.
4. The State Auditor's Office shall have the right to disqualify or terminate a proposer if the State Auditor's Office believes that the best interests of the State require that the proposer be disqualified or terminated because the proposer has a conflict of interest or because a situation exists that creates the appearance of a lack of independence and also to disqualify any proposed personnel on that basis.
5. In accordance with State Auditor policy, any proposer selected to provide services to the State Auditor will be required to submit an Independence Questionnaire/Conflict of Interest Disclosure **(Attachment E)**.
6. In accordance with the Conflict of Interest Code of the State Auditor's Office, the Contractor awarded the contract also may be required to submit a Statement of Economic Interests (Form 700).

E. Methodology

1. The proposal shall include a description of the prospective Contractor's overall approach to providing the services described in Section I of this RFP.
2. The proposal must include specific techniques, data collection practices, and other industry standards employed in conducting compensation studies of government classifications and operational structures. This includes surveys and analyses of comparable private sector positions for all of the state auditor classifications, administrative and operational management expertise, and typical staffing patterns (e.g., the ratio of management and key staff to general professional staff) used for the kinds of work described in this RFP.
3. The proposal must include a timeline of deliverables in order to meet the Final Written Report due date of October 10, 2023.

F. Cost Detail Format and Requirements

The proposal shall include a detailed quotation of costs for all services that could be charged to the State Auditor. The cost must include the following level of detail.

1. A separate quotation of charges, including the classes of personnel to be used for the engagement, the total hourly rate to be charged for each class of personnel, the estimated number of hours that each class of personnel will work on the engagement, and any other costs for equipment, software, or supplies.
   (a) The cost component shall include the total number of hours required to produce the deliverable, and contain a cost quotation of charges for each class of personnel**.**
   (b) The charges listed in the quotation should be provided as hourly rates and should be applicable throughout the contract term.
   (c) The proposal should detail any other charges (such as charges for clerical support, reproduction, and delivery) that would be charged to the State Auditor's Office.
2. The State Auditor will pay only for hours actually worked at the rates submitted and for actual expenses incurred. As a guide, use the Cost Proposal Worksheet (**Attachment G**). Include the following costs:
   (a) Direct labor costs (personnel classification, number of hours, and hourly rates). This cost component must project the total number of hours required to produce the deliverables and contain a cost quotation of charges for each class of personnel that would be used to produce the deliverables.
   (b) Any necessary travel. If the State Auditor requires the selected Contractor's personnel to travel, the rates charged by the Contractor for travel-related expenses shall not exceed the rates established for employees of the State.

The invoicing and payment terms are in Section VI, Sample Standard Agreement, Exhibit B - Sample Budget Detail and Payment Provisions.

G. Submission of Proposals

1. Proposals to this request constitute an express acceptance of all provisions of this RFP, including all attachments, exhibits, and schedules. If a proposer indicates an unwillingness to accept any provision, the State Auditor's Office may reject its proposal. However, the State Auditor's Office, at its sole discretion, may negotiate with the proposer on specific provisions of the final agreement in accordance with state law.
2. Proposers should provide straightforward and concise descriptions of their ability to satisfy the requirements of this RFP. The proposal must be complete and accurate.
3. Costs incurred for developing proposals, in anticipation of award of the agreement, are entirely the responsibility of the proposer, and shall not be charged to the State.
4. If submitting a proposal by mail: Proposers shall submit six (6) legible proposals. One original proposal must be marked "ORIGINAL COPY," and must have original signatures. Five (5) additional proposals may contain photocopies of the original proposal.

   (a) The original and five copies of the proposal shall be double-sided.
5. If submitting a proposal by email: Proposers shall submit one pdf proposal marked original, along with a separate unmarked pdf proposal.
6. The font shall be in Arial or Times New Roman, black, and 12 point.
7. An individual who is authorized to bind the proposing firm contractually shall sign the Proposal/Proposer Certification Sheet **(Attachment C)**. The signature must indicate the title or position that the individual holds in the firm.
8. Before submitting a response to this solicitation, proposers should review, correct all errors, and confirm compliance with the RFP requirements.
9. Time is of the essence. Proposals must be submitted and received by the due date and time shown in Section III, Paragraph A, Table 1 and shall be emailed in pdf format or delivered via Federal Express or other similar delivery service, messenger or courier service. Late proposals will not be accepted without exceptional cause and the express written permission of the State Auditor.
10. Mailed proposals shall be sent in a sealed envelope, clearly marked "Response to RFP No. 23-01," and addressed to the attention Business Services Office:

California State Auditor
621 Capitol Mall, Suite 1200
Sacramento, CA 95814
DO NOT OPEN

11. Emailed proposals can be sent to proposals@auditor.ca.gov and should title the subject line "Response to RFP No. 23-01".
12. The State Auditor will not consider more than one proposal from an individual, firm, partnership, corporation or association under the same or different names.
13. If the proposal is made under a fictitious name or business title, the actual legal name of the proposer must be provided.
14. No oral understanding or agreement shall be binding on either party.
15. All proposals shall include the documents identified in Section V, Required Attachment Checklist **(Attachment A).**
16. Confidential Proposal Information. Any components of the proposal reflecting trade secrets or other confidential information shall be prominently marked "CONFIDENTIAL" and shall identify the reasonable legal basis for confidentiality. The State will deem those of the proposal portions not marked "CONFIDENTIAL" releasable under the California Public Records Act.
17. Modification or Withdrawal of Proposals. Any proposal that the State Auditor receives before the deadline to submit proposals may be withdrawn or modified by written request of the Contractor. However, to be considered, the modified proposal must be received by the deadline.
18. Modification or Amendment of this Request for Proposal. This RFP may be modified at any time prior to the time set for receipt of proposals and thereafter as long as no proposal has been opened. Upon any such modification, all proposers will be notified, and any person or firm who has expressly requested such notice in writing will be notified. However, persons or firms who have been invited to propose, but who have not indicated their interest in writing, may not be notified of such changes at the discretion of the State Auditor.
19. Proposals must be complete in all respects and submitted by the due date and time shown in Section III, Paragraph A, Table 1.

H. Rejection of Proposals

Submitted proposals may be rejected for any of the following reasons:

1. Right to Reject Any or All Proposals. The policy of the State Auditor is to solicit proposals with a bona fide intention to award a contract. The State Auditor's Office, in its sole discretion, may reject proposals submitted in response to this RFP, without regard to the cost or quality of any proposal, or other

considerations, upon determination that it is in the best interest of the State Auditor to do so.

2. The State Auditor cannot negotiate terms and conditions mandated by law.
3. The State Auditor's Office, in its sole discretion, reserves the right to reject any individual proposed to be assigned to the engagement.
4. Proposals not including the required attachments shall be deemed non-responsive and will be rejected.
5. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
6. A proposal may be rejected if it is conditional, incomplete, or it contains any alterations of form or other irregularities.
7. Proposals that contain false or misleading statements or that provide references that do not support an attribute or condition claimed by the proposer may be rejected.

I. Notice of Payment Terms

The invoicing and payment terms are in Section VI, Sample Standard Agreement, Exhibit B - Sample Budget Detail and Payment Provisions.

J. Evaluation and Scoring Process

1. Proposals received shall be evaluated and awarded in accordance with Public Contract Code section 10344(c) and (d).
2. Proposals shall be evaluated by an Evaluation Committee on a consensus basis. The Evaluators will evaluate proposals and the contract shall be awarded to the technically qualified proposer whose proposal is given the highest score by the Evaluation Committee.
3. At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with Section III, Proposal Requirements and Information to confirm whether the Proposals meet the requirements on a pass/fail basis. Proposers that meet all requirements will then have their proposals evaluated and scored.
4. Proposals that meet the minimum qualifications, in conformance with Section II, will be evaluated and scored in accordance with the criteria in this RFP 23-01. The Evaluators will use the Explanation of Points in Table 2 and Scoring Criteria in Table 3 to evaluate the proposals. The Evaluators will score the Phase 1 and 2 Scoring Criteria of the RFP on a consensus basis.
5. Phase 1 – Technical Merit. There are 40 total points available in this section for the two criteria stated. A minimum score of 30 points out of 40 is required to continue to Phase 2.

6. Phase 2 – Organizational Capabilities. There are a total of 30 points possible in this section for the three criteria provided. A zero score will be assessed on any proposer not scoring the minimum in Phase 1.
7. Phase 3 – Cost Evaluation. The technically qualified proposer in Phase 1 and 2 above with the lowest cost will receive 30 points. The remaining proposals will receive an incrementally lower cost score as indicated in the example in Paragraph (8) below. In accordance with the Public Contract Code, all cost proposals will be scored, except for disqualified proposers.
8. The technically qualified proposal with the lowest cost will receive the maximum cost points. The remaining proposals will be awarded cost points based on the calculations. All cost figures are purely hypothetical in the example below.

   Lowest Proposer's Cost = (factor) X maximum cost points = cost points for other proposer(s)

   EXAMPLE of other proposer's cost based on 30 cost points available

   Lowest Cost Proposal = $75,000, next Lowest Proposal = $100,000
   $75,000 divided by $100,000 = .75 x 30 = 22.5 cost points awarded to other proposal
9. The evaluation team will abide by the guidelines in Table 2. Explanation of Points to assign points for the scoring criteria. A zero score in any field (Phases 1 and 2) will result in disqualification and that proposer's total score will not be calculated, as it will be deemed as not technically qualified.

Table 2. Explanation of Points (When Total of 30 or 10 Points Available)

30 Points	10 Points	Description	Explanation
0	0	Inadequate	Response fails to address the requirements. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
1-7	1-2	Barely Adequate	Response barely addresses the requirements and includes multiple omissions, flaws, or defects.

30 Points	10 Points	Description	Explanation
8-14	3-6	Average	Response addresses the requirements with an average degree of confidence. The requirements are addressed in a limited way that results in a moderate degree of confidence in the proposed solution.
15-24	7-8	Good	Response fully addresses the requirements with a good degree of confidence. No omissions, flaws, or defects. Any identified weaknesses are minimal and acceptable.
25-30	9-10	Excellent or Outstanding	Response fully addresses the requirements with a high degree of confidence in the proposer's response or proposed solution. Proposer offers one or more enhancing methods or approaches and exceeds basic expectations.

Table 3. Scoring Criteria

Scoring Criteria	Possible Points
Phase 1 - Technical Merit There are 40 points possible in this phase. Proposals with a score of 30 points or more will move to Phase 2.	
Quality of approach that addresses in detail each critical step of the total compensation study including data collection practices, data review methods, data analysis, and methodology for compensation recommendations with detailed timelines and anticipated deliverables.	30
Clarity and succinctness of proposal.	10
Phase 2 – Organizational Capabilities There are 30 points possible in this phase.	

Scoring Criteria	Possible Points
Demonstrated ability to successfully access numerous classifications in specialized fields and collect relevant data including public and private sector information.	10
Relevant experience of staff assigned to classification and compensation work, possession of relevant certifications or education, number of years performing similar work, and number of years with the firm.	10
Firm experience conducting total compensation studies and analyses that includes data from both public and private sectors resulting in recommendations for salary structure and implementation for government agencies.	10
Phase 3 – Cost All technically qualified proposers cost proposals will be scored. Paragraph (J) includes a formula to calculate the cost points.	30
TOTAL SCORE	**100**

10. If no proposals are received containing bids offering a price which, in the opinion of the State Auditor's Office, is a reasonable price, the State Auditor's Office is not required to award an agreement.
11. In the event of a tie bid in scoring, the affected bidders are invited to witness the tiebreaker coin toss at the State Auditor's Office.
12. During the evaluation and selection process, the State Auditor's Office may request the proposer's representative answer specific questions, orally and/or in writing. If discrepancies between sections or other errors are found in a final proposal, the State Auditor's Office may reject the proposal; however, the State Auditor's Office may in its sole discretion, retain the proposal and correct any arithmetic or transposition errors in price or quantity. The State Auditor will notify all proposers of his decision to award the contract.

K. Award and Protest

1. Notice of Intent to Award shall be posted in a public place at the California State Auditor's Office and on its website for five (5) working days prior to awarding the agreement.
2. If any proposer, prior to the award of agreement, files a protest with the California State Auditor on the grounds that the (protesting) proposer would have been awarded the contract had the State Auditor correctly applied the evaluation standard in the RFP, or if the State Auditor followed the evaluation and scoring

methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the State Auditor has decided the matter. Any protest should be submitted by certified or registered mail or a carrier service with a tracking number.

3. Within five (5) days after filing the initial protest, the protesting proposer shall file a detailed statement specifying the grounds for the protest. The statement must contain, in detail, the reasons, law, rule, regulation, or practice that the protesting proposer believes the State Auditor's Office has improperly applied in awarding the agreement.

L. Disposition of Proposals

1. All proposals will become property of the State of California and will, along with the evaluations, be regarded as public records under the California Public Records Act and be available to the public for inspection at the conclusion of the committee scoring process. Proprietary information, as reasonably identified by the proposer, in the proposals will remain confidential as permitted by law. To prevent its release to the public, the proposer must indicate what information in the proposal is proprietary, along with a citation to the relevant provisions of law exempting or precluding that information from public disclosure.
2. Proposals may be returned at the proposer's expense, unless such expense is waived by the State Auditor's Office.

M. Agreement Execution and Performance

1. Section VI includes a sample Standard Agreement along with exhibits and attachments that may apply. Proposers should review the Standard Agreement in its entirety.
2. The contractor's services shall start not later than 5 days, or on the express date set by the State Auditor and the contractor, after all approvals have been obtained and the agreement is fully executed. Should the contractor fail to commence work at the agreed-upon time, the State Auditor, upon five (5) days' written notice to the contractor, reserves the right to terminate the agreement. In addition, the contractor shall be liable to the State for the difference between contractor's proposal price and the actual cost of performing work by another contractor.
3. All performance under the agreement shall be completed on or before the termination date of the agreement.
4. Contract Subject to Appropriation. Payment under the contract will be subject to appropriation of sufficient funds by the Legislature to the State Auditor to cover the costs of the services described in this RFP.

IV. PREFERENCE PROGRAMS

A. Small Business Preference Program

The proposal should include a statement indicating whether or not the firm claims a small business preference and proposers should include a copy of their small business certification using **Attachment C**.

This RFP does not include a minimum Small Business (SB) participation requirement. Certified Small Businesses or Microbusinesses can claim 5 percent preference when submitting a proposal. Proposers claiming the 5 percent preference must be certified by California as a small business or must commit to subcontract at least 25 percent of the net bid price with one or more California Certified Small Business (CCSB).

To claim the CCSB preference, which may not exceed 5 percent for any proposal, the small business must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the California Office of Small Business and DVBE Services by 5:00 p.m. on the proposal due date and time indicated in Section III, Table 1 Key Dates and be verified by such office.

If the proposer receives the CCSB preference, the score assigned to its proposal will be increased by an amount equal to 5 percent of the points assigned to the highest scored proposal.

B. Disabled Veteran Business Enterprise (DVBE) – Declaration and Program Incentive

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 Title 2 California Code of Regulations (CCR) §1896.61 et seq. This solicitation does not include a mandatory minimum DVBE participation requirement.

A DVBE incentive applies to this solicitation. The incentive is used only for evaluation purposes to arrive at the successful bidder and does not alter the amounts of the actual bid. Any responsive and responsible bidder with the confirmed DVBE participation eligibility, per Table 4 is eligible to receive the incentive, which will be applied to the total possible available points. Bidders, who are not responsive or responsible, regardless of the amount of DVBE participation, are not eligible to receive the incentive.

The State Auditor will apply the incentive to bids proposing the utilization of DGS Certified DVBE firms identified in the Bidder Declaration (**Attachment D**). Information provided on the Bidder Declaration shall be verified by the State Auditor prior to award of the contract. The incentive points are included in the sum of non-cost points based on the amount of the DVBE participation in the bid being

evaluated per Table 4. When applying the DVBE Incentive, a Non-Small Business shall not displace an award to a DGS Certified Small Business.

Table 4. DVBE Participation (High Score Awards)

Verified DVBE Participation	DVBE Incentive Amount
5% or More	5%
4%-4.99%	4%
3%-3.99%	3%
2%-2.99%	2%
1%-1.99%	1%

C. Target Area Contract Preference Act

The proposer must complete and sign **Attachment F** and should also document in the proposal by an affirmative statement that the Target Area Contract Preference applies.

Contractor requesting the Target Area Contract Preference shall submit a completed preference request form (**Attachment F**) and shall comply with all of the following during the term of the contract:

(a) Contractor or vendor agrees to comply with the requirements of the Target Area Contract Preference Act (Gov. Code, Section 4530, et seq.) and attendant rules and regulations (Cal. Admin. Code, Tit. 2, Section 1896.30, et seq.).

(b) Contractor or vendor agrees that the state contracting agency, or its delegate, will have the right to inspect its facilities and operations and to inspect, review, obtain, and copy all records pertaining to performance of the contract or compliance with the requirements of the Act and attendant rules and regulations. Contractor or vendor further agrees that such records shall be maintained for a period of three (3) years after the final payment under the contract.

(c) Contractor or vendor agrees with respect to a certification to hire persons with high risk of unemployment, to:

- Act in good faith for the purpose of maintaining such persons as employees for the duration of the contract performance; and
- To make a reasonable effort to replace such persons, who for any reason permanently cease to be on the payroll, with other persons with high risk of unemployment; and
- To promptly report to the state contracting agency and thereafter confirm in writing within seven (7) days the names of such persons who have been terminated or absent from work for more than three (3)

consecutive work days and to communicate the reasons for the termination or absence. Contractor or vendor agrees under such circumstances to consult with the state contracting agency and the Employment Development Department with respect to replacement of such persons.

V. REQUIRED ATTACHMENTS

Attachment A: Required Attachment Checklist

Attachment B: Darfur Contracting Act Certification

Attachment C: Proposal/Proposer Certification Sheet

Attachment D: Bidder Declaration

Attachment E: Independence Questionnaire/Conflict of Interest Disclosure

Attachment F: Target Area Contract Preference References and Instructions

Attachment G: Cost Proposal Worksheet (sample)

Attachment H: Payee Data Record

ATTACHMENT A - REQUIRED ATTACHMENT CHECKLIST

A responsive proposal shall include the requirements identified in Section III of this RFP, all required attachments, and be submitted by the proposal due date listed in Table 1, Key Action Dates. A complete proposal package will consist of the items identified below. Place a check mark or "X" in the Check column to confirm the items are in your proposal.

Table 5. Required Attachment Checklist

Check	Description	Attachment
	If mailing in a proposal: One original proposal with original signatures, printed double-sided. Along with 5 photocopies of the original proposal, printed double sided.	
	If emailing in a proposal: Attached one proposal clearly marked original and attached a second unmarked proposal.	
	Required Attachment Checklist	Attachment A
	Darfur Contracting Act Certification	Attachment B
	Proposal/Proposer Certification Sheet	Attachment C
	Bidder Declaration	Attachment D
	Independence Questionnaire/Conflict of Interest Disclosure	Attachment E
	Target Area Contract Preference Act	Attachment F
	Cost Proposal Worksheet	Attachment G
	Payee Data Record	Attachment H

ATTACHMENT B - DARFUR CONTRACTING ACT CERTIFICATION

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

☐Check the box **ONLY** if your company has not, within the previous three years, had any business activities or other operations outside of the United States. You do **not** need to complete the remainder of this form.

OPTION #1 – CERTIFICATION

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

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

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

OPTION #2 – 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.

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

ATTACHMENT C- PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet (Small Business and DVBE) must be signed and returned along with all the "required attachments" as an entire package as described in Section III, paragraph G of this RFP. **An unsigned proposal/proposer certification sheet may be cause for rejection.**

1. Company Name:

_____

2. Address:

_____

3. Telephone Number:

_____

Organization type:

4. ☐ Sole Proprietorship 5. ☐ Partnership 6. ☐ Corporation/LLC

7. Federal Employer ID No:

_____

8. California Corporation/LLC No.:

_____

9. License and/or certification information:

_____

10. Proposer's Name (Print):

_____

11. Title (Print):

_____

12. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as a Small Business Enterprise or Disabled Veteran Business Enterprise?

    Small Business Enterprise: Yes ☐ Certification number: _____
    No ☐

    Disabled Veteran Business Enterprise: Yes ☐ Certification number: _____

    No ☐

    If Yes is checked, include a copy of your certification. If your application is pending with OSBCR, include the date the application was submitted.

    _____

    A. Place all required attachments behind this certification sheet.

13. Signature: _____ 14. Date: _____

INSTRUCTIONS FOR PROPOSAL/PROPOSER CERTIFICATION SHEET

Complete the numbered items by following the instructions below.

Table 6. Proposal/Proposer Certification Sheet Instructions.

Item Numbers	Instructions
1, 2, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11	Must be completed. These items are self-explanatory.
12	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to the California Office of Small Business and DVBE Services.
13, 14	Must be completed. These items are self-explanatory.

ATTACHMENT D - BIDDER DECLARATION

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?
					☐	☐
					☐	☐
					☐	☐

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

Page____ of____

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 E - INDEPENDENCE QUESTIONNAIRE/CONFLICT OF INTEREST DISCLOSURE

Independence Questionnaire for _____
(Type or write consultant's name.)

Consultant must disclose any impairment to independence or conflict of interest to the California State Auditor's Office which are listed below:

Do you have any of the following personal impairments?

- A family member who is employed by the California State Auditor's Office?
- Seeking employment with the California State Auditor's Office?
- If you responded yes to any of the above, please describe the impairment below.

_____

_____

_____
Company/Firm Name

_____
Print Name

_____
Signature **Date**

ATTACHMENT F - TARGET AREA CONTRACT PREFERENCE ACT

Print Clear

STD. 830 (REV. 05/2022) (FRONT)

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES
DISPUTE RESOLUTION UNIT AND PREFERENCE PROGRAMS

TARGET AREA CONTRACT PREFERENCE ACT
PREFERENCE REQUEST FOR GOODS AND SERVICES SOLICITATIONS

Complete this form to request TACPA preferences for this bid.

SOLICITATION NUMBER	AGENCY/DEPT

Target Area Contract Preference Act (TACPA) preferences are available only if the lowest responsible bid and resulting contract exceeds $100,000. Your firm must be California based. You must certify, under penalty of perjury, to perform either **50%** of the labor hours required to complete a contract for GOODS, or **90%** of the labor hours required to complete a contract for SERVICES in the Target Area Contract Preference Act zone(s) you identify in Section I. The TACPA provides bid selection preferences of 5% for eligible worksites (Section I), and 1% to 4% for hiring eligible workforce employees (Section II). To identify Census Tract and Block Group numbers contact the city or county Planning and Development Commission for the intended worksite or visit the U.S. Census Bureau website (www.census.gov).

Section I. 5% WORKSITE(S) PREFERENCE ELIGIBILITY AND LABOR HOURS

To the Bidder: Preference may be denied for failure to provide the following required information:

(1) Identify each firm in the supply chain, including yours, that will perform any of the contract labor hours required to complete this contract. Identify your role in the distribution process. Transportation hours performed by each carrier must be reported separately.
(2) List complete addresses for each firm named below.
(3) Report projected number of labor hours required to perform the contract for each firm.
(4) Enter the CENSUS TRACT number.
(5) Enter the BLOCK GROUP number.
(6) Identify the California designated TACPA worksite(s) by entering the proper **Criteria** letter A, B, C, D, E, F (see reverse for instructions) in the Criteria column.

(1) FIRM NAME and CONTRACT FUNCTION: (Manufacturing, transportation, shipping, warehousing, admin., etc.) Use additional pages, as needed, to fully report worksite information.	(2) WORKSITE ADDRESS Street Address, City, County, State, Zip Code, Phone Number	(3) PROJECTED LABOR HOURS	COMPLETE FOR ALL SITES LOCATED WITHIN A TACPA PREFERENCE AREA(S)		
			(4) TRACT NUMBER	(5) BLOCK NUMBER	(6) CRITERIA (A – F)
	TOTAL PROJECTED LABOR HOURS:	0.00			

Section II. 1% TO 4% WORKFORCE PREFERENCE

Bidders must qualify their firm's work site eligibility to request an additional 1% to 4% workforce preference in Section II.

☐ I request a 1% preference for hiring eligible persons to perform 5 to 9% of the total contract labor hours.
☐ I request a 2% preference for hiring eligible persons to perform 10 to 14% of the total contract labor hours.
☐ I request a 3% preference for hiring eligible persons to perform 15 to 19% of the total contract labor hours.
☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours.

Section III. CERTIFICATION FOR WORKSITE AND WORKFORCE PREFERENCES

To receive TACPA preferences, the following certification must be completed and signed by the Bidder.

I hereby certify under penalty of perjury that the bidder (1) is a California based company as defined in the TACPA regulations; (2) shall ensure that at least 50% of the labor hours required to complete a contract for Goods, or 90% of the labor hours to complete a Services contract shall be performed at the designated TACPA worksite(s) claimed in Section I; (3) shall hire persons who are TACPA eligible employees to perform the specified percent of total contract labor hours as claimed in Section II; (4) has provided accurate information on this request. I understand that any person furnishing false certification, willfully providing false information or omitting information, or failing to comply with the TACPA requirements is subject to sanctions as set forth in the statutes.

BIDDER'S NAME & TITLE	BIDDER'S SIGNATURE	PHONE NUMBER	EMAIL ADDRESS
		FAX NUMBER	DATE

TARGET AREA CONTRACT PREFERENCE ACT
PREFERENCE REQUEST FOR GOODS AND SERVICES SOLICITATIONS

Target Area Contract Preference Act References and Instructions

The Target Area Contract preference Act (TACPA), GC §4530 et seq., and 2 CCR §1896.30 et seq., promotes employment and economic development at designated distressed areas by offering 5% worksite and/or 1% to 4% workforce bidding preferences in specified state contracts. The TACPA preferences do not apply to contracts where the worksite is fixed by the contract terms. These preferences only apply to bidders who are California based firms, and only when the lowest responsible bid and resulting contract exceed $100,000. Bidders must certify, under penalty of perjury to perform either 50% (for GOODS contracts) or 90% (for SERVICES contracts) of the labor hours required to complete this contract in the eligible TACPA area worksite(s) identified in Section I on the reverse side of this page. TACPA preferences for a single worksite preference cannot exceed $50,000.00. Additionally, TACPA preferences for a single workforce preference cannot exceed $50,000.00. In combination with any other preferences, the maximum limit is 15% of the lowest responsible bid; and, in no case shall not exceed $100,000 in total.

Section I
Worksite Preference Eligibility and Labor Hours

Bidders must identify at least one eligible TACPA worksite by entering the criteria letter A, B, C, D, E or F in the "Criteria" column and enter the "Census Tract" and "Block Group" Numbers to be eligible for the preference. You must name each and every firm or site where contract labor hours will be worked. Preference requests may be denied if an eligible California TACPA worksite is not identified, or all firms performing contract labor hours are not identified. Enter one of the following "Criteria" letters to identify each TACPA worksite on the reverse page:

A. The firm is located in a California eligible distressed area(s).

B. The firm will establish a worksite(s) in a California eligible distressed area(s).

C. The firm is in a census tract with a contiguous boundary adjacent to a California eligible distressed area.

D. The firm will establish a worksite(s) located directly adjoining a valid TACPA census tract/block group that when attached to the California eligible distressed area(s) forms a contiguous boundary.

E. The bidder will purchase the contract goods from a manufacturer(s) in a California eligible distressed area(s). **This option applies to solicitations for GOODS only.**

F. The bidder will purchase contract goods from a manufacturer(s) in directly adjoining census tract blocks that when attached to the California eligible distressed area(s) forms a contiguous boundary. **This option applies to solicitations for GOODS only.**

Enter labor hours for each listed firm and site. The hours shall be reasonable and shall only include the labor hours necessary and required to complete the contract activities. Artificially increasing hours at a claimed TACPA worksite, or understating labor hours worked outside the eligible worksite may result in a denied preference request. Do not include machine time and non-labor time when projecting contract labor hours. Report all bidder work hours and those of any subcontractor performing this contract. All transportation hours must be reported for each carrier separately and must not be combined or included with hours for manufacturing, processing, or administration, or at any eligible TACPA site. Failure to list all the labor hours to be performed at the reportable sites will result in a denial of this preference request.

The bidder must explain, by activity, their firm's projected contract labor hours by completing and signing the *Bidder's Summary - TACPA* form (DGS/PD 526) (included with this solicitation).

If supplying goods, the bidder must also provide a completed and signed *Manufacturer's Summary - TACPA* form (DGS/PD 525) (included with this solicitation) that specifies the number of projected labor hours necessary to make the product(s).

Section II
Workforce Preference

Eligibility to request a workforce preference is based on the bidder first claiming and receiving approval of the 5% TACPA worksite preference. The workforce preferences are only awarded if the bidder hires and employs the TACPA qualified individuals. Workforce preferences will not be approved for another firm's employees. By claiming a workforce preference percentage, the bidder must have its eligible employees perform the specified percentage of the total contract workforce labor hours. See Section I, "Total Projected Labor Hours," STD. 830. To claim the workforce preferences select or check the appropriate box for percent of requested bid preferences in Section II.

Section III
Certification for Worksite and Workforce Preferences

Bidder must sign, under penalty of perjury, the certification contained in Section III to be eligible for any of the preferences requested pursuant to this form. The penalties associated with the TACPA statute are: GC §4535.1, A business that requests and is given the preference provided for in Section 4533, 4533.1, 4534, or 4534.1 by reason of having furnished a false certification, and which by reason of that certification has been awarded a contract to which it would not otherwise have been entitled, shall be subject to all of the following:

(a) Pay to the State any difference between the contract amount and what the State's cost would have been if the contract had been properly awarded.
(b) In addition to the amount specified in subdivision (a), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract involved.
(c) Be ineligible to directly or indirectly transact any business with the State for a period of not less than six months and not more than 36 months.

Prior to the imposition of any sanction under this chapter, the contractor or vendor shall be entitled to a public hearing and to five days notice of the time and place thereof. The notice shall state the reasons for the hearing.

If you receive an award based on these preferences you will be required to report monthly on your contract performance, labor hours, and TACPA compliance.

For questions concerning preferences and calculations, or if a bid solicitation does not include preference request forms, please call the awarding Department's contract administrator. Only another California certified small business can use TACPA preferences to displace a California certified small business bidder.

To identify TACPA distressed worksites contact the local city or county Planning/Economic Development offices of the proposed worksite, or go to http://tacpa.dgs.ca.gov/. Verify the Census Tract and Block numbers for TACPA sites by contacting the DGS, Procurement Division Dispute Resolution Unit at TACPA@dgs.ca.gov.

ATTACHMENT G - COST PROPOSAL WORKSHEET

The proposer's cost for provision of all services required in the RFP must be included in the proposal. Proposers may format the Cost Proposal Worksheet to suit their needs. The proposal shall include a detailed quotation of costs for all services that could be charged to the State Auditor's Office. The cost must include the following level of detail.

1. The proposal shall include a quotation of charges for all proposed work.
2. The cost component shall include the total number of hours required to produce the deliverable, and contain a cost quotation of charges for each class of personnel**.**
3. The State Auditor's Office will pay only for hours actually worked at the rates submitted and for actual expenses incurred subject to limitations contained in this RFP. As a guide, use the Cost Proposal Worksheet (**Attachment G**). Include the following costs:

   (a) Direct labor costs (personnel classification, number of hours, and hourly rates).

   (b) Travel to various locations in the State may be required. The rates for travel-related expenses shall not exceed the rates established for excluded employees of the State of California. The Contractor may obtain current rates at the following website: California Department of Human Resources.

Direct Labor	**Hours**	**Rate**	**Total**
Job title/description			$
Job title/description			$
Job title/description			$
Total			$
Subcontractor(s) Cost Itemized			$
Travel			
TOTAL COSTS			**$**

ATTACHMENT H – PAYEE DATA RECORD

A fillable form is available on the Department of General Services website at Payee Data Record STD 204.

VI. SAMPLE - STANDARD AGREEMENT (STD. 213)

Do not complete or return the sample Standard Agreement, sample Scope of Work and Description of Services, or the sample Budget Detail and Payment Provisions.

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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

Exhibits		Title	Pages
	Exhibit A	Scope of Work	
	Exhibit B	Budget Detail and Payment Provisions	
	Exhibit C *	General Terms and Conditions	
+			
-			

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

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

SAMPLE

EXHIBIT A
SCOPE OF WORK AND DESCRIPTION OF SERVICES

1. PURPOSE OF THIS AGREEMENT

The California State Auditor (State or State Auditor) and [the Contractor's Name] (Contractor) enter into this Agreement for the purpose of the Contractor to provide an employee compensation study to the State Auditor.

2. CONTRACTOR PROVIDES CONSULTING SERVICES

[Refer to RFP 23-01 above]

3. PROJECT DELIVERABLES AND COORDINATION REQUIREMENTS

[Refer to RFP 23-01 above]

4. ACCEPTANCE CRITERIA

It shall be the State Auditor's sole determination as to whether a deliverable has been successfully completed and is acceptable to the State. There must be a signed acceptance document or signed invoice for each deliverable before invoices can be processed for payment. Acceptance criteria shall consist of the following:

(a) Reports on written deliverables completed as specified and approved.

(b) All deliverables must be in a format used by the State.

(c) If a deliverable is not accepted, the State Auditor shall provide the rationale in writing within 30 days of receipt of the deliverable or upon completion of acceptance testing period.

5. PROJECT REPRESENTATIVES

California State Auditor	**Contractor's Name**
Project Coordinator: **Kristina Gin, Manager** **Human Resources**	Name, Title:
Address: **621 Capitol Mall, Suite 1200** **Sacramento, CA 95814**	Address:
Phone: **(916) 445-0255**	Phone:
Fax: **(916) 327-0019**	Fax:
Email: **KristinaG@auditor.ca.gov**	Email:
Business Services Coordinator: **Ana Clark, Manager** **Fiscal and Business Services** AnaC@auditor.ca.gov	Authorized to Perform Services:

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. AMOUNT PAYABLE

The total amount payable under this Agreement may not exceed _____ dollars and no cents ($_____) and is payable as follows:

(a) In exchange for providing the promised services satisfactorily rendered in accordance with the terms of this Agreement, including all deliverables specified in **Exhibit A,** the State shall pay the Contractor at a rate of _____ dollars ($_____) per hour.

For consulting contracts with more than one person, enter the hourly rate, # of hours, job title, and name (example below).

Job Title or Classification	Hours	Rate	Extended total	Name of Employee
Principal Consultant	176	$300.00	$ 52,800.00	Mary Smith
Principal Consultant	200	$285.00	57,000.00	Jane Jones
Junior Consultant	14	$100.00	1,400.00	Bob Odditer
Total Costs			**$ 111,200.00**	

(b) The Contractor shall arrange for any approved travel required under this Agreement, the State shall reimburse the Contractor for documented travel and other expenses incurred by the Contractor, in providing the consulting services that are the subject of this Agreement at locations other than the Contractor's usual place or places of business. Reimbursement shall be made in accordance with the Travel Reimbursements guidelines as follows:

(i) Airfare: commercial carrier coach fare rate, if supported by a receipt.

(ii) Other transportation: actual, reasonable expense, if supported by a receipt.

(iii) Other expenses: actual expenses, not to exceed maximum state employee per diem rates, to be claimed and computed in accordance with the Travel Reimbursements guidelines published by the Department of Human Resources and regulations at 2 CCR 599.615 et seq. in effect for excluded employees when the expenses are incurred, if supported by a receipt.

(c) The consideration to be paid to the Contractor, as provided herein, is in compensation for all of the Contractor's expenses incurred in performance of this Agreement, including travel and other expenses.

(d) No minimum amount of work is guaranteed under this Agreement.

(e) No payment shall be made in advance of services rendered.

2. PAYMENTS

(a) On a weekly/monthly basis, each Contractor staff person shall complete a timesheet and submit it by email to the State's Project Coordinator.

(b) Whenever payment is owed by the State, the Contractor shall submit invoices on a monthly basis by the tenth (10th) day of each month. The invoices shall include a separate itemized accounting of all charges, including appropriate original receipts for travel and other administrative expenses.

(c) Each invoice submitted by the Contractor shall include the following:

(i) The contract number as it appears on this Agreement.

(ii) The Contractor's full name, company name (if applicable), and billing address as it appears in this Agreement.

(iii) An invoice number and invoice date.

(iv) A separate line item for each day. Include the date, contract employee name and title, hours, and rate.

(v) The signature of the Contractor or the Contractor's representative.

(d) The Contractor shall provide one paper original and one copy of the invoice for payment by mail to:

California State Auditor
Attention: Accounting
621 Capitol Mall, Suite 1200
Sacramento, CA 95814

The date of invoice delivery shall be the date the State Auditor receives the paper original at the address listed in this paragraph.

If either party makes the request, the Contractor may submit electronically a courtesy copy of the invoice and supporting documentation to the State Auditor's Accounting Department at accounting@auditor.ca.gov and the Project Coordinator at the email address identified in Exhibit A, Paragraph 5.

(e) Under the Public Contract Code, contracts may provide for progress payments to Contractors for work performed or costs incurred in the performance of the contract. Not less than 10 percent of the contract amount shall be withheld pending final completion of the contract. However, if the contract consists of the

performance of separate and distinct tasks, then any funds so withheld with regard to a particular task may be paid upon completion of that task

(f) As a necessary precursor to receiving payment from the State, the Contractor, unless a state agency or other governmental entity, shall maintain on file with the State a completed Payee Data Record Form (STD 204).

(g) The Contractor shall keep and preserve all back-up documentation to support the entries included in its invoices submitted to the State for a period of three (3) years after final payment is made unless a longer period of records retention is agreed upon. The Contractor agrees to allow the State Auditor access to such records during normal business hours and to allow interviews of any employees who reasonably might have information related to such records.

3. BUDGET CONTINGENCY CLAUSE

(a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

(b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

4. 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. The date of invoice delivery shall be the date the State Auditor actually receives the paper original at the address listed in Paragraph 2(d) of Exhibit B.

Alternatively, if agreed to in writing, the date of invoice delivery shall be the date the State Auditor’s Accounting Department receives the emailed invoice.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. TERM

(a) The term of this Agreement is **month, day, year** through **month, date, year**. The parties' obligations under the following paragraphs, however, shall survive the termination or expiration of this Agreement: Paragraph 7 [Ownership of Information and Work Product], 8 [Indemnification], 9 [Contractor's Liability for Injury to Persons or Damage to Property], 10 [Limitation of Liability], 11 [Disputes], 12 [Governing Law], 14 [Agreement is Complete] and 15 [Prevailing Clauses] of this Exhibit C and Paragraph(s) 5 [Confidentiality/Nondisclosure Statement] of Exhibit D.

(b) The parties mutually may agree in writing to extend the term of this Agreement.

(c) All references to the term of the Agreement or the Agreement term shall include any extensions of the term.

2. APPROVAL

This Agreement is of no force or effect until signed by both parties.

3. TIMELINESS

Time is of the essence, including any schedule established by the Agreement for the performance of services.

4. NOTICE

(a) Except in the event of litigation or other legal proceedings, all notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing.

(b) Notice may be served by certified mail properly addressed. Postage must be prepaid fully to the address beneath the name for each respective party provided in subparagraphs (c) and (d) of this Paragraph. That notice shall be effective when received as indicated by post office records or, if deemed undeliverable by the post office, nonetheless shall be effective fifteen (15) days after mailing. Alternatively, notice may be given by personal delivery by any means whatsoever to the party at the address designated. That notice shall be deemed effective when delivered unless a legal holiday for state offices commences during said twenty-four (24) hour period, in which case, the effective time of the notice shall be postponed twenty-four (24) hours for each intervening day.

(c) For the above purposes, the State Auditor's address is:

California State Auditor
621 Capitol Mall, Suite 1200
Sacramento, CA 95814

(d) For the above purposes, the Contractor's address is:

Contractor's Name
Address
City, State, Zip

5. INDEPENDENT CONTRACTOR

(a) The Contractor, and the agents and employees of the Contractor, shall act, in the performance of this Agreement, in an independent capacity and not as officers, employees, or agents of the State. In accordance with that independent capacity, it is understood and agreed by the parties that the State has no right under the Agreement to control or direct the manner or means by which the Contractor undertakes to provide the services to be rendered to the State, and that the Contractor shall exercise independent judgment in all matters pertaining to the manner and means of performing under the Agreement.

(b) Subject to subparagraph (a) of this Paragraph, the Contractor shall ensure that the Contractor's employees and agents, whenever performing services on the State's premises, observe all reasonable instructions and directions issued by the State.

6. STATE PERSONNEL

The Contractor shall not be permitted to use State personnel for performing services that are the responsibility of the Contractor unless that use has been preapproved in writing by the Project Coordinator for the State Auditor identified in **Exhibit A** of this Agreement and an appropriate adjustment in price has been made. No charge will be made to the Contractor for the services of state employees while performing a coordinating or monitoring function.

7. OWNERSHIP OF INFORMATION AND WORK PRODUCT

(a) All professional and technical information developed under this Agreement, including all reports, information, related data, work sheets, findings, and conclusions produced under the Agreement ("work product") is the property of the State.

(b) The Contractor shall keep confidential the State's work product and shall protect it from unauthorized disclosure.

(c) The Contractor agrees to deliver reproducible copies of the State's work product at the request of the Project Coordinator for the State Auditor's Office identified in **Exhibit A**.

8. INDEMNIFICATION

(a) Each of the parties to this Agreement shall be liable solely for the negligent or wrongful acts or omissions of its representatives, agents, or employees occurring in the performance of the Agreement.

(b) If either party becomes liable for damages caused by the party's representatives, agents, or employees, it shall pay such damages without contribution by the other party. The Contractor's obligation under the provisions of this Paragraph is not limited to, or restricted by, any requirement in this Agreement for the Contractor to maintain insurance.

(c) To the extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the State, its officers, agents, and employees from any and all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney fees, arising from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the Agreement. Such defense and payment will be conditional upon the following: (1) the State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and (2) the Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided that: (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State otherwise is mandated by law, the State may participate in such action at its own expense with respect to attorney fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will cooperate reasonably in the defense and in any related settlement negotiations.

9. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY

The Contractor shall be liable for damages arising out of injury to the person, and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to the delivery, installation, acceptance, and use of any deliverables under this Agreement regardless of where the injury or damage occurs, provided that the injury or damage was caused by the fault or negligence of the Contractor.

10. LIMITATION OF LIABILITY

The liability of the State under this Agreement shall not exceed the total amount payable under the Agreement, as set forth in Paragraph 1 of Exhibit B of the Agreement. In no event shall the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages.

11. DISPUTES

(a) The Contractor shall continue with the responsibilities under this Agreement during any dispute.

(b) Any dispute arising under or relating to the performance of this Agreement, which is not disposed of by agreement, shall be decided by the State Auditor, and that decision shall be reduced to writing and mailed or otherwise furnished to the Contractor.

(c) If the Contractor does not agree with the State Auditor's decision, either party may assert its other rights and remedies within this Agreement or within a California court of competent jurisdiction. If any action is brought to enforce or interpret any provision of the Agreement, each party shall bear its own attorney fees and costs.

12. GOVERNING LAW

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California, both as to interpretation and performance, regardless of the specific location of any performance. Unless otherwise expressly agreed in writing by the parties, any action in law or equity brought to enforce any provision of the Agreement shall be filed and remain in a court of competent jurisdiction in the County of Sacramento, State of California.

13. PROPER SOLICITATION OF AGREEMENT

The Contractor warrants, by executing this Agreement, that no person or selling agency has been employed or retained to solicit or secure the Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul the Agreement without liability, paying only for the value of the work actually performed, and to recover the full amount of such commission, percentage, brokerage, or contingent fee.

14. AGREEMENT IS COMPLETE

This Agreement represents the complete and exclusive statement of the agreements between the State and the Contractor with respect to the subject matter of the Agreement and supersedes all prior agreements, proposals, representations, and other communications, oral or written, between the State and the Contractor regarding this subject matter. The State and the Contractor agree that there are no oral or written covenants, conditions, or agreements with respect to the subject matter of the Agreement except as set forth in the Agreement.

15. PREVAILING CLAUSES

In the event of a conflict between the General Terms and Conditions set forth in this Exhibit C of this Agreement and the provisions of any other Exhibit or other Attachment to the Agreement, the provisions of the General Terms and Conditions shall govern.

16. CAPTIONS

The paragraph headings appearing in this Agreement have been inserted for convenience only. They are not intended to define, explain, modify, amplify, limit, or extend the scope or intent of the paragraphs to which they pertain.

17. ASSIGNMENT

The Contractor may not transfer by assignment, subcontract, or novation the performance of this Agreement, or any part thereof, except with the prior written approval of the State as to each such assignment, subcontract, or novation. Any approved assignment, subcontract, or novation shall be subject to all of the terms and conditions of the Agreement, including every Exhibit or Attachment thereto.

18. AMENDMENT OF AGREEMENT

This Agreement may be amended by mutual consent of the State and the Contractor. Any alteration of or variation from the terms of the Agreement is not valid unless made in writing and signed by the parties, and approved as required. No oral understanding or agreement not incorporated into the Agreement is binding on the State or the Contractor.

19. SEVERABILITY

In the event that any term, condition, or provision of this Agreement is unenforceable or held to be invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect and shall not be affected, impaired, or invalidated thereby.

20. FORCE MAJEURE

Except for defaults of subcontractors, the Contractor and the State are not responsible for delays or failures to perform resulting from acts beyond the control of the nonperforming party. Those acts include acts of god, strikes, lockouts, riots, acts of war, epidemics, earthquakes, other disasters, governmental statutes or regulations imposed after the fact, and ancillary functions or utilities that are provided by a person or entity not a party to this Agreement. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and the default arises out of causes beyond the control of either the Contractor or the subcontractor, without the fault or negligence of either of them, the Contractor is not liable for damages for that delay or failure, unless the supplies or services to be furnished by the subcontractor were available from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

21. WAIVER

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in the Agreement shall be construed as cumulative; that is, in addition to every other remedy provided by the Agreement or otherwise provided by law. The failure of the State at any time to enforce any of the provisions of the Agreement or at any time to require performance by the Contractor of any of the Agreement's provisions, shall in no way be construed to be a waiver of such provisions nor in any way to affect the validity of the Agreement or any part thereof, or the right of the State thereafter to enforce each and every provision.

22. TERMINATION

(a) The State reserves the right to terminate this Agreement, without cause, upon giving five (5) days advance written notice to the Contractor in the manner specified in the Agreement. In that event, the Contractor agrees to use all reasonable efforts to mitigate any expenses or obligations hereunder.

(b) Notwithstanding the notice provision of subparagraph (a) of this paragraph, the State may terminate this Agreement immediately for cause. The term "for cause" means the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, termination of the Agreement shall be effective as of the date indicated in the State's notice to the Contractor that the Agreement is being terminated.

(c) In the event of termination, without prejudice to any of its other remedies, the State shall, subject to the appropriation and availability of funds for that purpose, pay the Contractor only for the satisfactory services rendered by the Contractor and for the expenses incurred by the Contractor that were not included in the charges for the services rendered prior to the termination, provided that said expenses could not have been avoided through reasonable efforts by the Contractor.

23. NONDISCRIMINATION CLAUSE

(a) During the performance of this Agreement, Contractor and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

(b) Contractor shall comply with the provisions of the California Civil Rights Department (Government Code section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations., Title 2, section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code sections 11135-11139), and the regulations or standards adopted by the awarding state agency to implement such article.

(c) Contractor shall permit access by representatives of the California Civil Rights Department and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.

(d) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

24. INSURANCE

Without limiting the Contractor's indemnification obligations, and prior to commencement of the Work, the Contractor shall maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below.

(a) Workers' Compensation Insurance

The Contractor shall obtain, and keep in force during the term of this Agreement, workers' compensation insurance in conformity with applicable state law.

25. COVENANT AGAINST GRATUITIES

By signing this Agreement, the Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or by any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement. For breach or violation of this warranty, the State may terminate the Agreement immediately, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items that the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this Paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

26. RECYCLING CERTIFICATION

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

27. CONTRACTOR'S CERTIFICATION CLAUSES

The Contractor Certification Clauses contained in the Department of General Services CCC 04/2017 document are hereby incorporated by reference and made a part of this Agreement by this reference as **Attachment 4**.

28. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENT

(a) If for this Contract the Contractor made a commitment to achieve small business participation, then the State Auditor's Office requires the Contractor upon completion of this Contract (or within such other time period as may be specified elsewhere in this Contract) to report the actual percentage of small business participation that was achieved. (Govt. Code § 14841)

(b) If for this Contract the Contractor made a commitment to achieve the disabled veteran business enterprise (DVBE) participation goal, then, pursuant to Mil. & Vets. Code § 999.5(d), upon completion of this Contract, the State Auditor's Office requires the Contractor to certify using the Prime Contractor's Certification – DVBE Subcontracting Report (STD 817), all of the following:

(i) the total amount the prime Contractor received under the Contract;

(ii) the name, address, Contract number and certification ID number of the DVBE(s) that participated in the performance of this Contract;

(iii) the amount and percentage of work the prime Contractor committed to provide to one or more DVBE(s) under the requirements of the Contract and the total payment each DVBE received from the prime Contractor;

(iv) that all payments under the Contract have been made to the DVBE(s); and

(v) the actual percentage of DVBE participation that was achieved. Upon request, the prime Contractor shall provide proof of payment for the work.

If for this Contract the Contractor made a commitment to achieve the DVBE participation goal, the Department will withhold $10,000 from the final payment, or the full final payment if less than $10,000, until the Contractor complies with the certification requirements above. A Contractor that fails to comply with the certification requirement shall, after written notice, be allowed to cure the defect.

Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of written notice, the prime contractor refuses to comply with the certification requirements, the State Auditor's Office shall permanently deduct $10,000 from the final payment, or the full payment if less than $10,000. (Mil. & Vets. Code § 999.7)

A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841)

Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in Section 999 of the Mil. & Vets. Code, including, but not limited to, the requirements of Section 999.5(d). (PCC Code § 10230)

29. AUDIT

The Contractor agrees that the awarding department, the California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code section 8546.7 et seq., Public Contract Code section10115 et seq., California Code of Regulations Title 2, section 1896).

30. ANTITRUST CLAIMS

The Contractor, by signing this Agreement, certifies that the Contractor will comply with the requirements of Government Code sections 4552 through 4554 set forth below.

(a) As provided in Government Code section 4552, the Contractor will assign to the State all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15 et seq.) or under the Cartwright Act (Business and Professions Code section 16700 et seq.) arising from the purchase of goods, materials, or services for sale to the State pursuant to this Agreement. Such assignment shall be made and become effective at the time the State tenders final payment to the Contractor.

(b) As provided in Government Code section 4553, if the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under subparagraph (a) of this Paragraph, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the State as part of this Agreement price, less the expenses incurred in obtaining that portion of the recovery.

(c) Upon demand in writing by the Contractor, the State shall, within one year from such demand, reassign the cause of action assigned under subparagraph (a) of this Paragraph if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (1) the State has not been injured thereby, or (2) the State declines to file a court action for the cause of action.

31. CHILD SUPPORT COMPLIANCE ACT

By signing this Agreement, the Contractor acknowledges, pursuant to Public Contact Code section 7110, each of the following:

(a) It is the policy of the State that anyone who enters into a contract with a state agency shall recognize the importance of child and family support obligations and complies fully with all applicable state and federal laws relating to child and family support enforcement, including the disclosure of information and compliance with earnings assignment orders, as required by Family Code section 5200 et seq.

(b) To the best of the Contractor's knowledge, the Contractor is complying fully with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

32. CONTRACT/CONTRACTOR EVALUATION

In accordance with Public Contract Code sections 10367 and 10369, the Contractor's performance or the firm's performance will be evaluated within 60 days of completion of the contract using the Contract/Contractor Evaluation form (STD 4). The ordering agency shall complete a written evaluation, and if the Contractor did not satisfactorily perform the work specified, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. CONTRACTOR PERSONNEL

(a) The individual(s) named in **Exhibit A or B** of this Agreement as the person(s) authorized to perform services under the Agreement is/are essential to the Agreement. No other individual(s) employed by the Contractor may perform services under the Agreement without the prior written approval of the State. In the event that any individual named in **Exhibit A or B** is authorized to perform services under the Agreement ceases to be employed by the Contractor or no longer is assigned by the Contractor to perform services under the Agreement, the Contractor immediately shall provide written notice to the State and shall consult with the State regarding a replacement.

(b) Prior to seeking approval from the State for any individual not already named in **Exhibit A or B** to perform services under the Agreement, the Contractor shall provide the State with the name and résumé of that individual for prompt preview and approval. If the State declines to approve the replacement of any individual named in **Exhibit A or B** as authorized to perform services under the Agreement, the State may terminate the Agreement immediately "for cause" as provided in **Exhibit C** of the Agreement. This provision shall not apply to support personnel such as clerical or administrative staff assigned to assist the individual(s) authorized to perform services under the Agreement.

(c) The State Auditor may, in his sole discretion, and at any time, reject any Contractor Personnel whose work or conduct she deems unacceptable to the State. The State Auditor is not required to provide any reason, rationale or additional factual information if she elects to reject any Contractor personnel. If the State Auditor notifies Contractor either orally or in writing that she is rejecting Contractor personnel, Contractor shall (i) immediately remove the specified personnel from performing any services under the contract, and from accessing any confidential records and from accessing any State Auditor or audited entity facilities, and (ii) provide a replacement acceptable to the State Auditor within 72 hours pursuant to clause 1, paragraph (a), and at no additional cost to the State.

(d) The Contractor and all employees providing services pursuant to this Agreement shall adhere to all public health directives and COVID-related protocols. The Contractor will not assign unvaccinated workers to perform services on the State's premises or at any audited entities field work location.

2. SUBCONTRACTORS

Nothing in this Agreement or otherwise shall create any contractual relationship between the State and any subcontractors used by the Contractor to perform services under the Agreement, and no subcontractor shall relieve the Contractor of the Contractor's responsibilities and obligations under the Agreement. The

Contractor agrees to be responsible fully to the State for all acts and omissions of its subcontractors and of the persons the Contractor employs, either directly or indirectly, to perform services under the Agreement. The Contractor's obligation to pay its subcontractors is an obligation that is entirely independent from the State's obligation to pay the Contractor. As a result, the State shall have no obligation to pay or enforce the payment of any money to any subcontractor.

3. CONFIDENTIALITY/NONDISCLOSURE STATEMENT

The Contractor agrees to keep confidential and not disclose any information that [it/he/she] acquires during the course of this Agreement that the State Auditor's office maintains, and is exempt from disclosure under the provisions of the California Public Records Act (Government Code, section 6250 et seq.) or other applicable state or federal laws.

4. INDEPENDENCE QUESTIONNAIRE/CONFLICT OF INTEREST DISCLOSURE

The Contractor shall complete a separate Independence Questionnaire/Conflict of Interest Disclosure for each project the Contractor is requested by the State to perform services. The completed Independence Questionnaire/Conflict of Interest Disclosure shall be submitted it to the State prior to performing any services on the project. **(Attachment 1).**

5. DARFUR CONTRACTING ACT

As required by the Darfur Contracting Act of 2008 (Public Contract Code section 10475 et seq.), the Contractor declares that the Contractor is not a scrutinized company as defined in Public Contract Code section 10476. In support of this declaration, the Contractor has executed the Darfur Contracting Act Certificate. **(Attachment 2).**

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 certifies compliance by executing the California Civil Rights Laws Certification. **(Attachment 3).**

7. CONTRACTOR'S RÉSUMÉ

The Contractor's completed résumé is required for each contract participant who will exercise a major administrative role or major policy or consultant role, as identified by the contractor, be attached to the contract for public record and is made a part of the contract as **Attachment 5**.

ATTACHMENT 1
INDEPENDENCE QUESTIONNAIRE/CONFLICT OF INTEREST DISCLOSURE

Independence Questionnaire for _____
(Type or write consultant's name.)

Consultant must disclose any impairment to independence or conflict of interest to the California State Auditor's Office which are listed below:

Do you have any of the following personal impairments?

- A family member who is employed by the California State Auditor's Office?
- Seeking employment with the California State Auditor's Office?
- If you responded yes to any of the above, please describe the impairment below.

_____

_____

_____
Company/Firm Name

_____
Print Name

_____
Signature **Date**

ATTACHMENT 2
DARFUR CONTRACTING ACT CERTIFICATION

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

☐Check the box **ONLY** if your company has not, within the previous three years, had any business activities or other operations outside of the United States. You do **not** need to complete the remainder of this form.

OPTION #1 - CERTIFICATION

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

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

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

OPTION #2 – 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.

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

ATTACHMENT 3
CALIFORNIA CIVIL RIGHTS LAW 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 (Civil Code section 51) and the Fair Employment and Housing Act (Government Code section 12900); 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 (Civil Code section 51) or the Fair Employment and Housing Act (Government Code section 12900 et seq.).

CERTIFICATION

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.	Federal ID Number
Firm Name (Print)	
By (Authorized Signature)	
Print Name and Title of Person Signing	
Date Executed	Executed in the County and State of

ATTACHMENT 4
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.

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

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Government Code section12990 (a-f) and California Code of Regulations, Title 2, section 8103) (Not applicable to public entities.)

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

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.
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. (Government Code section 8350 et seq.)

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. (Public Contract Code section10296) (Not applicable to public entities.)

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.

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 sections 10286 and 10286.1, and is eligible to contract with the State of California.

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).

DOMESTIC PARTNERS:

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

GENDER IDENTITY:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

CONFLICT OF INTEREST:

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

(a) Current State Employees (Public Contract Code section10410):

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.

(b) Former State Employees (Public Contract Code section 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. (Public Contract Code section 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. (Public Contract Code section10430 (e))

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)

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.)

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.

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 the Revenue and Taxation Code 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.

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.

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.

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 5
CONTRACTOR'S RÉSUMÉ(S)

Insert all résumés as applicable.

"The Contractor's completed résumé is required for each contract participant who will exercise a major administrative role or major policy or consultant role, as identified by the contractor, be attached to the contract for public record and is made a part of the contract."