



SECTION 1

REQUEST FOR PROPOSAL

1-01. The State of California Military Department shall accept proposals until September 8, 2026, at 2 p.m. Pacific Standard Time from qualified proposers offering to provide equipment, materials, labor, licenses, bonds and insurance required for the Coding Services at the California Military Department located at Rancho Cordova for a period of three months, in accordance with the terms and conditions, and requirements of this Request for Proposal (RFP).

All questions regarding this RFP must be submitted in writing to Shannon Ngo at bids@cmd.ca.gov no later than August 27, 2026, at 2 p.m. If an addendum is necessary it will be issued prior to September 2, 2026, at 2 p.m.

- a. Basis of award of this contract will be the lowest responsive proposal from a qualified, responsible contractor.
- b. In the event of a tie between two proposals, the Military Department Contracting Officer shall conduct a coin toss to determine award. The coin toss shall be witnessed by a minimum of two personnel from the Purchasing and Contracting Branch.
- c. Proposers are not required to visit the worksite. Contractors are responsible for satisfying themselves as to the local conditions, to accurately measure area and insure the actual area of work for the preparation of their bid. Contractors providing a proposal without visiting the worksite, do so at their own risk. Contractors can schedule a worksite visit by contacting Shannon Ngo at bids@cmd.ca.gov.

1-02. The State is seeking a single proposal, not to exceed, to be inclusive of all contract's costs involved in performing the full scope of this service.

- a. Proposal **MUST** be submitted for the entire work described therein. Any deviation from the specification will not be considered and will be cause for rejection of your proposal.
- b. The Military Department reserves the right to reject any or all proposals.

1-03. Contractor shall provide qualified and trained personnel during the contract period. Personnel skilled in the work to be done shall execute in a careful, neat, proficient manner, and in compliance with acceptable trade practices.

- a. Specific schedule and definition of level of service will be found in the Technical Specifications of this RFP.
- b. All services called for in this RFP and the resulting contract will be performed in accordance with the specific requirements and schedule of performance found in the technical specifications.
- c. Costs of developing and submitting proposals are entirely the responsibility of the firm and shall not be chargeable to or paid by the State of California.
- d. **The Prime Contractor shall self-perform on the site with its own organization, work equivalent to at least twenty percent (20%) of the total amount of work to be performed under the contract. The Prime Contractor shall provide at all times sufficient competent labor, materials, and equipment to properly carry on the work and to ensure completion within the time agreed.**

1-04. **Questions regarding this RFP, worksite conditions, and/or contractor responsibilities shall be directed as follows: Please email CA Military Department personnel who initiated this solicitation (Shannon Ngo at bids@cmd.ca.gov) between 7:00 A.M. and 3:30 P.M. Monday through Friday.**

1-05. The use of the proposal forms provided in this RFP is mandatory (or a xerox copy of the attached forms).

1-06. Withholding on Independent Contractors doing business with the State:

- a. Pursuant to California Revenue and Taxation Code Section 18806.1, independent contractors may be subject to one (1) percent State Income Tax Withholding.



- b. An independent contractor as defined in the Black's Law Dictionary is: "one who, in the exercise of independent employment, contracts to do a piece of work according to their own methods and is subject to their employer's control only as to the end product or final result of work."

1-09. Contract Standard Clauses - Contractor awarded a contract pursuant to this RFP will be required to sign contract documents containing the following provisions:

- a. The Contractor agrees to indemnify and save harmless the Military Department, the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, 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 this contract.
- b. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
- c. The State may terminate this agreement and be relieved of the payment of and consideration to the Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may precede with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the contractor under this agreement and the balance, if any, shall be paid the Contractor upon demand.
- d. Without the written consent of the State, This agreement is not assignable by Contractor either in whole or in part.
- e. Time is of the essence in this agreement.
- f. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- g. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly provided.
- h. Contractor swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board.
- i. This contract may be amended during the period of contract performance, subject to the mutual agreement of parties.
- j. This contract shall be subject to and construed in accordance with the laws of the State of California, whether or not specifically cited herein (including but not limited to Government Code § 927).
- k. This agreement contains all the terms and conditions agreed to by all parties. No other understanding, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or to bind any of the parties hereto.
- l. The contractor agrees to recognize the mandatory standards and policies relating to the energy efficiency in the State Energy Conservation Plan Title 23, California Code of Regulations, as required by the U.S. Energy Policy and Conservation Act (Public Law 94-165).
- m. Contractor shall not enter into any subcontracts for the performance of the principle services to be rendered under this agreement without the express consent in writing of the State. Any subcontractors authorized to provide such services **MUST** meet and comply with all requirements set forth in this agreement.



- n. All Contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under the contract (Government Code Section 10532) should the contract amount exceed \$10,000.
- o. Contractor agrees that the Military Department or its delegatee will have the right to review, obtain, and copy all records pertaining to performance of the contract. Contractor agrees to provide the Military Department with any relevant information requested and shall permit the Military Department access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Section 10115 et. seq. and Title 2, California Code of Regulations, Section 1896.60 et. seq. and for the purpose of determining compliance with the State requirements for M/WBE and DVBE. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract.
- p. This agreement is valid and enforceable only if sufficient funds are made available by the Budget Act for each Fiscal Year of this agreement for the purposes of this contract. This contract is further subject to any additional restrictions, limitations, or conditions enacted by the Legislature and contained in the above Budget Bills or any statute enacted by the Legislature which may effect the provisions, terms, or funding of this or any subsidiary contract in any manner.

1-10. Cancellation, Modification, and Waiver: The Military Department reserves the right to cancel or modify this RFP, in whole or in part. The Military Department may reject any or all proposals for cause, and may waive any immaterial deviation or defect in a proposal. The Military Department's waiver of a deviation or defect shall in no way modify the IFB documents, or excuse the contractor from full compliance with the RFP specifications if awarded the contract.

1-11. Drug-Free Workplace Certification: Senate Bill 1120, Chapter 1170, Statutes of 1990, requires state contractors to maintain a "drug-free workplace".

- a. Every contractor **MUST** comply with the following:
 - (1) Certify that the individual or organization "will provide a drug-free workplace" (Government Code Section 83355).
 - (2) Publish a statement notifying employees that company policy prohibits specified activities involving controlled substances, and defining actions to be taken for violating the policy (Government Code Section 8355(a)).
 - (3) Establish a drug-free awareness program to inform employees about specified topics (Government Code Section 8355 (b)).
 - (4) Provide the drug-free statement to each employee working on a state contract and require that these employees agree to abide by the terms of the statement (Government Code Section 8355(c)).
- a. A state agency may cancel a contract if it finds that the contractor has falsely certified a drug-free workplace or failed to fulfill the requirements defined in Government Code Section 8355(a) thru (c). Every month the Department of General Services is required to publish a list of individuals and organizations whose contracts have been canceled; this list will appear in the State Contracts Register. State agencies are forbidden to contract with, or award to, individuals or organizations appearing on this list.

1-12. The California Taxpayer and Shareholder Protection Act of 2003, Public Contract Code section 10286, et seq., which prohibits state agencies from contracting with expatriate companies, unless they satisfy minimum requirements related to shareholder rights, or obtain a waiver, effective April 1, 2004. An expatriate company is a United States company that has moved, in name and on paper only, to a tax haven country (typically Bermuda or the Bahamas) and has no substantial business activities in the country of reincorporation.

1-13. Antitrust Claims (GC §§ 4552, 4553 & 4554) are hereby incorporated by reference and made part of this solicitation as if attached hereto. This provision can be viewed on the DGS/OLS website <http://www.dgs.ca.gov/pd/Home.aspx>



1-14. TACPA Preference, if applicable (GC § 4530, et seq. and 2 CCR § 189.30) is hereby incorporated by reference and made part of this solicitation as if attached hereto. Contact DGS/Dispute Resolution/Preference Program Section for information on TACPA at (916) 375-4604 or (916) 375-4600.

1-15. Loss Leader Provisions (PCC § 10344) are hereby incorporated by reference and made part of this solicitation as if attached hereto.

1-16. Iran Contracting Act Certification (PCC § 2202) are hereby incorporated by reference and made part of this solicitation as if attached hereto.

1-17. General Provisions (DGS PD 403-ITGP) Non-Cloud IT, Effective 02/20/2025
<https://www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/Solicitation-Documents/IT-General-Provisions-NonCloud-DGS-PD-403ITGP-Revised-02202025.pdf>

1-18. General Provisions (DGS PD 402-ITGP) Cloud IT – Software as a Service (SaaS), Effective 02/20/2025
<https://www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/Solicitation-Documents/IT-General-Provisions-Cloud-DGS-PD-402ITGP-Revised-02202025.pdf>

1-19. In the event of a precise tie, the CA Military Department will utilize a coin toss, observed by witnesses documented in the procurement file. In the event of a precise tie between two SB supplies in which one is also a DVBE, the award shall go to the SB that is also a DVBE. It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in §17030 of the Business and Professions Code.

A five percent (5%) bid preference is available to a non-small business claiming twenty-five percent (25%) California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the bid response must include a list of the small business(es) with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the net bid price with one of more California certified small businesses. Each listed certified small business must perform a “commercially useful function” in the performance of the contract as defined in Government Code Section 14837(d)(4).

The required list of California certified small business subcontracts must be attached to the bid response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor. Bidders claiming the five percent (5%) preference must commit to subcontract at least twenty-five percent (25%) of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the office of Small Business and DVBE Certification (OSDC) no later than 5:00 p.m. on the bid due date, and the OSDC must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDC at (916) 375-4940. The DVBE Participation Program Requirements have been waived for this solicitation.

1-20. **Mandatory GenAI Notification Clause** - The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Bidder / Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

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

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

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





STATEMENT OF WORK

EXHIBIT A

Plans, Operations, and Security (J3)
10620 Bear Hollow Dr. Box 23
Rancho Cordova, CA 95670

Author: SGM Dokken



STATEMENT OF WORK (SOW)

1. The Introduction

A. Project Title: Iridium communications coding for TAK

- 1) Project Overview & Purpose: The purpose of this coding service is to enable the California Military Department (CMD) to achieve shared situational awareness and enhance tactical communications in support of its broader mission to provide military capabilities in domestic support to the State of California. Specifically, the Contractor shall be responsible for providing deliverable functioning code and plugins that enable our SHOUT nano 200 Iridium devices to route messaging and communicate inside the TAK platform. By fulfilling these objectives, the Contractor shall help CMD to increase operational efficiencies, enhance shared situational awareness, and provide essential communication in austere environments within the same platform being used to visualize the force array. All work shall adhere to CMD's policies, standards, and applicable regulations, and it will be evaluated against defined performance criteria (see **Section 3**).

2. The Work (Scope)

1) What the Service Provider SHALL Do (Tasks/Scope):

- a) Code routing system to identify CMD's SHOUT nano 200 Iridium devices (as defined in the Glossary) loaded into the TAK server by International Mobile Equipment Identity (IMEI). The routing system shall include an accessible device directory, meaning a viewable listing within the TAK server interface of all enrolled SHOUT nano 200 devices, identified by IMEI.
- b) Code grouping module to allow grouping of SHOUT nano 200 devices at echelon. The module shall support groups ranging from two (2) devices up to the entire CMD SHOUT nano 200 device fleet, with group size and membership defined by the TAK operator according to operational need.
- c) Code bidirectional Iridium Short Burst Data (SBD) messaging platform into the TAK server to allow text-based messaging features inside TAK. Messaging is limited to simple text communication for emergency contingency use; transmission of pictures, video, or other media files is not required and is not supported over Iridium SBD.
 - i) Enable device to device messaging.
 - ii) Enable system console to device and device to system console messaging.
 - iii) Enable group messaging.
- d) Code a mechanism for forwarding messages from devices to groups.
- e) Code native two-way messaging and routing functionality between SHOUT nano 200 devices and the TAK server. Passive device visualization or location display alone (i.e., displaying devices as static markers without bidirectional messaging and routing capability) does not satisfy this requirement.
- f) The coded solution shall operate natively within CMD's TAK server environment without dependency on third-party hosting platforms, external frameworks, or recurring subscription services. CMD shall retain autonomous, continuous operational control of the capability following final delivery.
- g) Ensure plugins for the SHOUT nano 200 Iridium device fleet are compatible with TAK server operation.
- h) Provide on-site installation of the completed code onto CMD's TAK server at the CMD Emergency Operations Center (EOC), 10620 Bear Hollow Drive, Rancho Cordova, California 95670.
- i) Provide on-site training at the CMD EOC, as described in Section 3, in which the Service Provider trains at least two (2) CMD personnel in deployment and configuration of the completed code.

2) What the Service Provider WILL NOT Do (Exclusions):



- a) No release of TAK server data, access, or configuration to any users or entities other than CMD. Distribution of the delivered code to other National Guard entities shall be at CMD's sole discretion, as described in Section 3.
- 3) Constraints
 - a) All personnel on site for training and implementation must pass a livescan background and criminal history check before starting.
- 4) Limitations

The contractor cannot alter the SOW.

3. What the Program Will Get (Deliverables):

- 1) What the CMD Will Get (Deliverables):
 - a) Functional code that can demonstrate effective routing and messaging as described in **section 2**.
 - b) On-site installation: deployment of the final source code onto CMD's TAK server at the CMD EOC, with all configuration completed by the Service Provider to enable all of the functionality described in Section 2.
 - c) On-site training: Service Provider led training at the CMD EOC in which at least two (2) CMD personnel are trained in deployment and configuration of the delivered code, such that the trained CMD personnel can independently deploy the source code to a TAK server, run configuration, and achieve all of the functionality described in Section 2.
 - d) How-to installation guide, delivered in electronic format (PDF or Microsoft Word) at Final Delivery, for redeployment of the code on other TAK servers. The guide shall include step-by-step deployment instructions, all required configuration settings, and troubleshooting guidance, and shall be clear enough that a trained CMD member can deploy the source code to any other TAK server, run configurations, and achieve all of the functionality described in Section 2. CMD may reproduce and distribute unlimited copies of the guide.
 - e) Provide one (1) complete electronic copy of the final source code and all associated project files, meaning the complete set of code, plugins, scripts, and configuration files developed under this SOW, delivered at Final Delivery. CMD may reproduce the source code without limitation. CMD shall own all rights, title, and interest in the developed code and may share it with other National Guard entities at CMD's sole discretion for their TAK server operations.
- 2) How We Know It's Done Right (Acceptance Criteria):
 - a) Fully operational code, deployed on CMD's TAK server, that performs each function described in **Section 2**, including device identification and directory by IMEI, grouping at echelon, and bidirectional device to device, console to device, and group text messaging. Contractor staff shall demonstrate each function, in the sequence listed in Section 2, using devices from CMD's SHOUT nano 200 Iridium device inventory.
 - b) Successful sending and receipt of text messages, and successful creation and modification of device groups, performed independently in the TAK interface by at least five (5) CMD staff using randomly selected SHOUT nano 200 devices from CMD's inventory. This is designed to further demonstrate the functionality required in Section 2 across the device fleet and to validate the training of the CMD staff operators.
 - c) Successful installation and deployment of the source code onto a functional TAK server at the CMD EOC, with all configuration conducted by a CMD member utilizing only the completed how-to installation guide. This will validate training standards and show that the source code deployment and configuration setup is replicated by our trained personnel.
- 3) How the Program Approves the Work (Acceptance Process):



Service Agreement
EXHIBIT A

- a) Upon delivery of each Deliverable, the Program will have five (5) business days to review and test it against the Acceptance Criteria. The Program must provide written notice of acceptance or rejection (with specific reasons based on the Acceptance Criteria) via email to the Service Provider's Contact Person within this period.
- b) If rejected, the Service Provider will correct the issues within five (5) business days and resubmit for review. This SOW includes up to two (2) rounds of revisions per deliverable based on Program feedback related to the Acceptance Criteria. If the service provider still does not satisfactorily produce the deliverables as stated in the acceptance criteria, it shall be at CMD's discretion to continue in good faith or consider the failure a breach of contract.

4. The Timeline

- 1) Period of Performance: approximately three (3) months from project kickoff to final delivery.
- 2) Estimated Project Start Date: Upon issuance of the Notice to Proceed (NTP), anticipated on or about September 1, 2026.
- 3) Estimated Project End Date: Final acceptance no later than one hundred five (105) calendar days from NTP.
- 4) Schedule / Milestones & Due Dates:

Project Schedule Table

Milestone/Phase	Brief Description	Due Date	Responsible Party
Project Kickoff Meeting	Discuss project goals, timeline, communication (On premises)	Within fifteen (15) calendar days of NTP	CM, ACM & Service Provider
IPR 1- 25% completion	Written progress summary submitted by email and remote briefing demonstrating the completed device directory; routing system coding at least 25% complete	Kickoff + 15 days	Service Provider
IPR 2- 50% completion	Written progress summary submitted by email and remote briefing demonstrating working grouping features at echelon and initial messaging features; overall coding at least 50% complete; CMD provides feedback	Kickoff +30 days	Service Provider
IPR 3- 90% completion	Written progress summary submitted by email and remote briefing demonstrating utilization of all features described in Section 2; overall coding at least 90% complete; CMD provides final feedback	Kickoff +60 days	Service Provider



Deployment and training	On-site installation of the completed code onto CMD's TAK server at the CMD EOC and Service Provider led training of at least two (2) CMD personnel in deployment and configuration, with CMD staff participation (On premises)	Kickoff + 75 days	Service Provider
Final Delivery	Final demonstration of deliverables and provide source coding (On premises)	Kickoff + 90 days	Service Provider
Final Acceptance	Program confirms final project completion	Within five (5) business days of Final Delivery	CM, ACM

5. Place and People

- 1) Where the Work Will Happen:
 - a) Coding project is remote work.
 - b) Installation and training is at CMD EOC, 10620 Bear Hollow Drive, Rancho Cordova, California 95670.
- 2) Who Will Do the Work:
 - a) Project Manager
 - b) Lead Designer
 - c) Lead Developer
- 3) What the Program Needs to Provide:
 - a) Access to CMD TAK server.
 - b) Office space for training and implementation days.
 - c) Written feedback of deliverables within five (5) business days of receipt.

6. Contractor Minimum Qualifications

- 1) The Service Provider must possess and demonstrate the following minimum qualifications prior to contract execution:
 - a) A minimum of three (3) years of experience developing TAK Server plugins, including plugin architecture, configuration, and deployment to a functional TAK Server.
 - b) A minimum of three (3) years of experience with Iridium Short Burst Data (SBD) communications, including binary encoding in Pecos structure and development of SBD messaging and routing solutions.
 - c) Access to the SHOUT nano 200 device and a minimum of one (1) year of experience working with the SHOUT nano 200 device, including its firmware communication protocols, sufficient to develop, test, and validate the plugin deliverables described in Section 2.
- 2) Qualifications shall be substantiated through submission of tangible supporting documentation acceptable to the Contract Manager prior to award. Acceptable documentation includes training



certificates, professional licenses or certifications, letters of reference from prior clients for whom comparable work was performed (including client name and contact information), or documented past performance examples of comparable TAK Server plugin or Iridium SBD work. A capability statement or written self-attestation alone shall not be sufficient to establish the minimum qualifications.

7. Keeping in Touch (Reporting & Communication)

- 1) Progress Reports: Progress will be reported within the in-progress reviews listed in the project timeline.
- 2) Communication Plan: Primary mode of communication will be email for formal request and telephone for ad hoc clarifications.
- 3) References to the Contract Manager (CM) and Alternate Contract Manager (ACM) throughout this document shall be defined by name and with contact information when the contract is executed.

8. Enclosures and Attachments

- 1) Attachments: None

9. Glossary

- A. **SOW:** Statement of Work (this document).
- B. **Service Provider:** the party performing the services.
- C. **Deliverable:** A specific output, result, or item that the Service Provider agrees to produce and deliver to the Program as part of the project (e.g., a report, software feature, design files).
- D. **Milestone:** A significant point or event in the project timeline.
- E. **Acceptance Criteria:** The specific, measurable conditions that a deliverable must meet to be formally accepted by the Program.
- F. **EOC:** Emergency Operations Center
- G. **IPR:** In-Progress Review
- H. **SHOUT nano 200:** The Iridium-based satellite communication device comprising CMD's existing force tracking inventory. The device communicates via Iridium Short Burst Data (SBD) using firmware-embedded compression protocols that govern binary message encoding and routing. These firmware communication protocols are the technical basis for the specialized coding requirements described in this SOW.



PROPOSAL FORM

Coding Services
Rancho Cordova, CA

TO: THE MILITARY DEPARTMENT
STATE OF CALIFORNIA

The undersigned hereby proposes and agrees to furnish all labor, materials and equipment necessary for the to **perform Coding Services for a period of three months** at the California Military Department located at Rancho Cordova, California **in accordance with the attached specifications for the total amount not to exceed:**

_____ (\$ _____) dollars.

The foregoing figure includes the cost of bonds, insurance, sales tax, and every other item of expense incident to the contract. Contractor shall provide the following cost breakdown:

Type of Service	Service Charge				Total
Coding Services, per Statement of Work	\$	x	1	=	\$
Installation and Training, per Statement of Work	\$	x	1	=	\$
Total Cost				=	\$

The Prime Contractor shall self-perform on the site (trade work) with its own organization, work equivalent to at least twenty percent (20%) of the total amount of work to be performed under the contract. The Prime Contractor shall provide at all times sufficient competent labor, materials, and equipment to properly carry on the work and to ensure completion within the time agreed.

The prospective contractor's signature affixed here below and dated shall constitute a certification under the penalty of perjury, under the laws of the State of California, that all information provided by the contractor/vendor, is true and correct as written.

Failure to sign this proposal form may be cause for the rejection of your firm's quote. Vendor's original signature is required.

STATUS OF FIRM:	NAME OF COMPANY/FIRM:	DATE:
FEDERAL ID NUMBER:	COMPANY COMPLETE PHYSICAL AND E-MAIL ADDRESS:	SB/DVBE NUMBER:
LICENSE NUMBER:	DATE LICENSE EXPIRES:	CLASS OF LICENSE:
PRINTED SIGNATURE BLOCK:	SIGNATURE OF COMPANY REPRESENTATIVE:	TELEPHONE NUMBER:

STATUS OF FIRM must be given, whether an individual, partnership, or corporation. If partnership, list full names of partners, if firm is a corporation, identify the state in which incorporated and provide State of California Corporate Identification Number as issued by the Office of the Secretary of State for California. Firms bidding, as corporations must be registered with and in good standing with the Secretary of State's Office at the time of the bid opening. Proposals must be signed by the vendor or representative of the vendor who has authority to sign contracts binding upon the vendor. Corporate Identification Numbers shall be verified.



STATEMENT OF COMPLIANCE APPLICABLE TO CONTRACTS OF \$5,000 OR MORE: The prospective contractor's signature affixed hereto and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the vendor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

CONTRACTOR/OFFEROR SIGNATURE

DATE

PROPOSED LIST OF SUBCONTRACTORS

Listed hereinafter are the names, addresses, and license numbers of all subcontractors who will be employed and the segregation of the work which each will perform if the contract is awarded to this firm. In case more than one subcontractor is named for the same segregation, state the portion that each will perform. **Failure to list all required information may be cause for the rejection of your quote.**

SUBCONTRACTOR	ADDRESS	TYPE OF WORK	LICENSE NUMBER

Contractor agrees to pay not less than the minimum rates of pay for laborers, workmen and mechanics employed by him on the work in accordance with the schedule set forth in the specifications herein, and further agrees that each subcontractor engaged by him shall similarly pay not less than said rates of pay to all laborers, workmen and mechanics employed by said subcontractor on the work.



CHECKLIST OF FORMS

CODING SERVICES RANCHO CORDOVA, CA

CHECKLIST OF FORMS TO BE RETURNED WITH PROPOSAL SUBMIT ONE COPY OF THE ORIGINAL PROPOSAL FORM

<u>FORM</u>	<u>DESCRIPTION</u>	<u>RETURNED WITH PROPOSAL?</u> (Yes/No)
PROPOSAL FORM	PROPOSAL, STATEMENT OF COMPLIANCE (COMPLETED AND SIGNED)	
STD 204	PAYEE DATA RECORD (AWARDEE MUST PROVIDE SUBCONTRACTORS STD 204s AS WELL)	
GSPD-05-105	BIDDER DECLARATION	
STD 843	DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS	
	DARFUR CONTRACTING ACT	
	CONTRACTOR CERTIFICATION CLAUSES	

NOTE: ALL OF THE ABOVE DOCUMENTS REQUIRED AND **MUST** BE SUBMITTED WITH THE PROPOSAL AND SIGNED. FAILURE TO DO SO MAY DEEM YOUR PROPOSAL TO BE NON-RESPONSIVE AND MAY BE CAUSE FOR BID REJECTION. SUBMIT ONE COPY OF THE ORIGINAL PROPOSAL FORM.

NOTE: ALL OF THE BELOW DOCUMENTS ARE OPTIONAL AND ARE NOT REQUIRED TO BE SUBMITTED WITH THE PROPOSAL.

<u>FORM</u>	<u>DESCRIPTION</u>	<u>RETURNED WITH PROPOSAL?</u> (Yes/No)
GSPD 802	VOLUNTARY STATISTICAL DATA SHEET	

PAYEE DATA RECORD

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

STD 204 (Rev. 03/2021)

Section 1 – Payee Information**NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 – Entity Type****Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2)☐ **SOLE PROPRIETOR / INDIVIDUAL**☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*☐ **PARTNERSHIP**☐ **ESTATE OR TRUST****CORPORATION** (see instructions on page 2)☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)☐ **LEGAL** (e.g., attorney services)☐ **EXEMPT** (e.g., nonprofit)☐ **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

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

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

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**

_____ - _____

Section 4 – Payee Residency Status (See instructions)☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.☐ No services performed in California☐ Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification*****I hereby certify under penalty of perjury that the information provided on this document is true and correct.******Should my residency status change, I will promptly notify the state agency below.*****NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency****Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE****UNIT/SECTION****MAILING ADDRESS****FAX****TELEPHONE** (include area code)**CITY****STATE****ZIP CODE****E-MAIL ADDRESS**

PAYEE DATA RECORD

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

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

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

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

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

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

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

Section 1 – Payee Information

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

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

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

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

Section 2 – Entity Type

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

Section 3 – Tax Identification Number

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

Section 4 – Payee Residency Status**Are you a California resident or nonresident?**

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

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

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

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

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

Website: www.ftb.ca.gov

Section 5 – Certification

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

Section 6 – Paying State Agency

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

Privacy Statement

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

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

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

DGS PD 843 (Rev. 9/2019)

Formerly STD. 843

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

SECTION 1

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

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

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

(FOR STATE USE ONLY)

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

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

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

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

Firm/Principal Phone: _____ Address: _____

SECTION 3**APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.**

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

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

(Printed Name) (Signature) (Date Signed)_____
(Address of Owner) (Telephone) (Tax Identification Number of Owner)

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

(Printed Name of DV Manager) (Signature of DV Manager) (Date Signed)

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.

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.

DARFUR CONTRACTING ACT ATTACHMENT

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. _____
 Initials We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____
 Initials 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 (DGS) 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.

OR

3. _____
 Initials
 + certification We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.
 below

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

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

YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH # 1 OR # 2 INITIALED OR PARAGRAPH # 3 INITIALED AND CERTIFIED.

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 (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

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

CERTIFICATION

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.

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

VOLUNTARY STATISTICAL DATA SHEET

Information to be used for reporting purposes only

Public Contract Code 10111 requires state agencies to capture information on ethnicity, race and gender (ERG) of business owners on all awarded contracts and procurements to the extent that the information has been voluntarily reported to the department. The awarding department is prohibited from using this data to discriminate or provide a preference in the solicitation or acceptance of bids, quotes, or estimates for goods, services, construction and/or information technology. This information shall not be collected until after the contract award is made. The completion of this form is **strictly voluntary**.

The data you provide on this form should best describe the *ownership of your business*. Ownership of a business should be determined as follows:

- For a business that is a sole proprietorship, partnership, corporation, or joint venture at least 51 percent is owned by one or more individuals in a classification designated below or, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more individuals in a designated classification, or
- For other business entities, the owner is the person controlling management and daily operations and who “owns” the business.

For purposes of this report, respond only if the business has its home office in the United States and which is not a branch or subsidiary of a foreign corporation, firm, or other business.

Ethnicity/Minority Classification – As defined in Public Contract Code Section 2051 (c)

- ☐ **Asian-Indian** – a person whose origins are from India, Pakistan, or Bangladesh.
- ☐ **Black** – a person having origins in any of the Black racial groups of Africa.
- ☐ **Hispanic** – a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin regardless of race.
- ☐ **Native American** – an American Indian, Eskimo, Aleut, or Native Hawaiian.
- ☐ **Pacific Asian** – a person whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, or the United States Trust Territories of the Pacific including the Northern Marianas
- ☐ **Other** – Any other group of natural persons identified as minorities in the respective project specifications of an awarding department or participating local agency.

Race Classification – As defined by the Office of Management and Budget, Federal Register Notice, October 30, 1997, at <https://www.whitehouse.gov/wp-content/uploads/2017/11/Revisions-to-the-Standards-for-the-Classification-of-Federal-Data-on-Race-and-Ethnicity-October30-1997.pdf>

- ☐ American Indian or Alaska Native
- ☐ Asian
- ☐ Black or African American
- ☐ Native Hawaiian or Other Pacific Islander
- ☐ White
- ☐ Other

Gender Classification

- ☐ Female
- ☐ Male
- ☐ Transgender

Sexual Orientation Classification – As defined by Public Contract Code 10111(f)

- ☐ Lesbian
- ☐ Gay
- ☐ Bisexual

ITEMS BELOW TO BE COMPLETED BY STATE AGENCY/DEPARTMENT ONLY

- ☐ Goods
- ☐ Services
- ☐ Construction

Total Contract Purchase: _____

Contract Award Date: _____