

# California Commission on Teacher Credentialing



## **Request for Proposals for an Equating (Comparability) Study of Commission-Approved Teaching Performance Assessment (TPA) Models**

### **Who Is Eligible to Apply?**

Any Institution of Higher Education, Educational Organization, and/or Research Organization, and/or a Consortium of eligible entities that has the capacity and experience to develop a process for and conduct an Equating (Comparability) study of Commission-approved Teaching Performance Assessment (TPA) models used by California-accredited teacher preparation programs may apply to this Request for Proposals. Sponsors/Owners and developers of any TPA model intended for use in California during 2018-19 (currently, the California Teaching Performance Assessment (CalTPA), the edTPA and the Fresno Assessment of Student Teachers (FAST)) as well as operational partners of these TPA models are not eligible to apply to this Request for Proposals as a primary Contractor, as a partner, or as a subcontractor.

### **Available Funding**

Up to \$1 million

### **Project Period**

Two years, from June 2017 through June 2019.

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# Request for Proposals for an Equating (Comparability) Study of Commission-Approved Teaching Performance Assessment Models

## Section I: Introduction

The Commission on Teacher Credentialing (Commission) requires that all programs of preliminary multiple and single subject teacher preparation use a Commission-approved Teaching Performance Assessment (TPA) as one of the program completion requirements for prospective teacher candidates. Approximately 13,000 teacher candidates complete some form of this assessment each year.

Currently there are four Commission-approved TPA models in use within California's preliminary multiple and single subject teacher preparation programs. However, only three of these models are expected to be in use during 2017-19 for purposes of the proposed Equating (Comparability) Study described in this RFP. These models, in alphabetical order, are:

- The [CalTPA](#) (California Teaching Performance Assessment), originally developed by Educational Testing Service (ETS) and owned by the Commission; under redevelopment by the Commission with an operational partner of the Evaluation Systems group of Pearson;
- The [edTPA](#), owned by Stanford University, with an operational partner of the Evaluation Systems group of Pearson;
- The [FAST](#) (Fresno Assessment of Student Teachers), owned and operated by CSU Fresno.

In conformance with [applicable California statute](#), multiple TPA models are allowed to be used across the state, with the proviso that each TPA model must meet the Commission's Assessment Design Standards (<http://www.ctc.ca.gov/educator-prep/TPA-files/TPA-Assessment-Design-Standards.pdf>), which were most recently updated in December 2015. Three of the currently-approved models are undergoing review and may be revised during 2017-18 to align with changes in the Design Standards. Each updated model will require candidates to submit written and video responses, in addition to other supporting evidence and artifacts as indicated in the Design Standards; each model is required to be embedded in preparation and reliably scored; each provides candidate handbooks and/or other preparation materials for program and candidate guidance. Each model assesses the Commission-adopted *Teaching Performance Expectations* (<http://www.ctc.ca.gov/educator-prep/standards/adopted-TPEs-2016.pdf>), which define the competencies expected of a credential candidate at the time the initial credential is issued. The TPEs are organized by Domains and by Elements within the Domains. The models differ with respect to the design of the candidate tasks, the implementation timing of the tasks during the preparation program sequence, the scoring rubrics, and emphasis or weighting given to TPEs at the Domain and/or at the Element level within the assessment itself and/or within the scoring process for candidate responses.

This context provides a background for the proposed equating (comparability) study that is the focus of this RFP. Each TPA model has its own passing standard, which was determined by the model developer/model owner as part of the development and validation process and adopted by the Commission when the model was approved for use in California. Through the study to be conducted by a Contractor under this RFP, the Commission expects to determine the degree to which these passing scores across the different TPA models represent comparable achievement of candidates with respect to the TPEs.

Equating studies are typically performed to demonstrate the equivalence of different forms of the same test given to examinees. In California's instance, however, the TPA constitutes multiple approved forms of a *different* assessment rather than different forms of the *same* assessment. Thus, classic equating study theory and practice are not explicitly applicable to the TPA context. The Commission is seeking a Contractor to design, develop, conduct, and report on a "comparability" study to determine whether there are comparable candidate outcomes across these several different performance assessments (i.e., TPA models), all of which assess the same underlying constructs represented by the TPEs, but each of which assesses candidate competence relative to the TPEs through varying approaches, candidate tasks, and scoring rubrics and each of which has established a model-specific passing standard.

In summary, the Commission has an interest in assuring that the approved TPA models are sufficiently comparable that they are equitably assessing candidates working toward a California preliminary multiple or single subject teaching credential. To that end, the Commission is seeking to engage a contractor to perform a comparability study inclusive of the revised CalTPA, the edTPA and the FAST models.

### **Focus of this Request for Proposals**

This Request for Proposals is to engage a contractor for the design, implementation, analysis, and reporting of a comparability study to determine the degree to which candidate scores on all Commission-approved Teaching Performance Assessment (TPA) models reliably demonstrate comparable levels of candidate competence with respect to the TPEs. The study would be expected to provide an analysis of the degree to which the models differ with respect to constructs measured and scores awarded to candidates, as well as the degree to which passing standards across models are comparable. The contractor would also be expected to provide the Commission with guidance as to whether and how the TPAs differ in the way they measure the TPEs at the domain and element level.

### **Key Components of the Comparability Study**

The Comparability study needs to document, at minimum, all of the following:

- Which TPE domains and elements are assessed in common across models;
- The degree to which candidate tasks and associated scoring rubrics of each model give weight, if any, to individual and/or groups of TPEs at the domain and/or element level measured by the model;
- The degree to which passing standards across models are comparable;

- The degree to which the score reports provided to candidates provide similar information to programs and to candidates about candidate outcomes on the assessment relative to the TPEs measured; and
- Any other elements identified by the applicant that would be important to determining comparability across models.

The Commission will ensure that all written materials and updates submitted by model sponsors detailing how the model addresses and meets the Assessment Design Standards are made available to the Contractor, including but not limited to:

- Key design features of each model;
- A matrix indicating how and where the TPEs (Domains and Elements) are measured by the model;
- Timing of the administration of the assessment within the preparation programs using that model;
- How assessors are trained and calibrated;
- Scoring rubrics for the model, including weighting, if applicable;
- How the model assists programs to interpret and use candidate score information;
- How the model has assured reliability and validity in the design and implementation of the updated mode; and
- The Commission-approved teacher preparation programs using each model.

The Contractor may request that the Commission ask model sponsors for additional materials as needed and appropriate in order to carry out the study. The Commission will also facilitate initial and ongoing contacts between the Contractor, TPA model sponsors, and program users of each model as necessary to accomplish the study.

The Contractor must use this foundational information to inform the design, methodology, and conduct of the study. At minimum, the Contractor must address the degree to which each of these TPA model features promotes conditions that would allow for similar candidate outcomes on the TPAs both within and across models in a given year and from year to year.

### **Study Methodology**

The Commission requests respondents to this RFP to propose a detailed design and methodology for conducting the Comparability study, including and addressing the components that have been described above as well as any other components deemed appropriate and necessary by the Contractor in order to carry out the study. The proposed design must be consistent with the principles and practices exemplified within the *Standards for Educational and Psychological Testing* (American Educational Research Association/American Psychological Association/National Council on Measurement in Education (2014)). Since conducting a comparability study is different from conducting a classic equating study, the respondent should propose a study methodology that addresses the Commission's purpose in awarding this contract while remaining consistent with applicable measurement principles.

### **Data Privacy and Proprietary Information Considerations**

The Contractor must maintain at all times, including during and after the study, the confidentiality of any and all candidate data that may be provided to and/or made available to the Contractor in order to carry out the proposed study. Candidate data provided to the Contractor for purposes of this study will not include names or other personally-identifiable candidate information. The Contractor will not be provided with or have access to any proprietary processes or information held or owned by any of the model sponsors/owners and their operational partners.

### **Study Time Frame**

The study must be completed with a final report due to the Commission by June 30, 2019. Since the TPA models to be included in the study are presently undergoing updating and will need to be re-approved by the Commission, work on the study must be conducted during 2017-18 using the passing standards established for purposes of field testing of the updated TPA models. A preliminary report with initial findings is due to the Commission by June 30 2018. During the 2018-19 year the Contractor will use candidate and program data from the first full year of administration of the updated TPA models to finalize the study results and to inform the final report to the Commission.

### **Technical Advisory Committee**

The Contractor is required to establish a Technical Advisory Committee (TAC) for the study that will include two representatives from each of the Commission-approved TPA models and other expert advisors identified by the Contractor. The Contractor will fund and facilitate all meetings of this group, whether the meeting occurs by technology or in person. The Technical Advisory Committee shall meet at least twice per year. The Contractor shall notify the Commission of the date, time, and location (in person or via technology) of each meeting.

### **Meetings with Commission Staff**

The Contractor must also budget for a minimum of two in-person meetings per year during the contract period to be held at the Commission with Commission staff to provide updates on the implementation and findings of the study. These meetings will be scheduled jointly by the Commission and the Contractor and may coincide with meetings of the TAC at the Contractor's discretion.

**Contract Deliverables**

- A. Progress Reports:** The Contractor must provide the Commission with progress reports twice per project year, with reports due to the Commission on the following dates:
  - September 29, 2017
  - February 28, 2018
  - September 28, 2018
  - February 28, 2019
  
- B. Year One Preliminary Report of Findings:** The Contractor must provide the Commission with a report at the end of the first year of the study, by June 30, 2018, with preliminary findings on comparability across TPA models. The report must include preliminary findings about comparability of scores based on the analysis of each model, scoring protocols, and any standard setting studies conducted by the model sponsors.
  
- C. Final Report:** The Contractor must provide a final report to the Commission by June 30, 2019 on the findings of the study. The report must include at minimum a description of the design, methodology, and implementation of the Comparability study and the Contractor’s findings relative to
  - the degree to which scores on the TPA models reliably demonstrate comparable levels of candidate competence with respect to the TPEs
  - the degree to which the TPA models have been found to be comparable in terms of constructs measured, the relative weighting given to these constructs, if any, within the scoring process, the passing score standards, and candidate scores across models.

The report shall also provide guidance to the Commission regarding the potential implications of these findings, along with any other factors that should be considered by the Commission based on the findings. Approval of invoices for payment will be contingent upon timely receipt of reports.

**Key Dates in the Application Process**

Date	Activity
February 8, 2017	RFP issued
February 21, 2017	Intent to Apply due
February 27, 2017	Written questions about the RFP due
March 3, 2017	Responses to written questions distributed
<b>March 17, 2017 by 5 p.m.</b>	<b>Responses to the RFP due</b>
March 20-29, 2017	Review of applications
March 30, 2017	Notice of Intent to Award Contract Posted
April 6, 2017	Commission takes action on the contract award recommendation at its regularly-scheduled public meeting

## **Notice of Intent to Apply**

Entities with an interest in responding to this RFP are encouraged to submit via email to [contracts@ctc.ca.gov](mailto:contracts@ctc.ca.gov) by **February 17, 2017** a Notice of Intent to Apply (Appendix A). The purpose of this notice is to inform the Commission of interested applicants so that any additional information about the RFP may be provided, including responses to written questions (see below). Submission of an Intent to Apply is not a promise or obligation to submit a proposal, nor does a lack of an Intent to Apply disqualify or preclude an applicant from submitting a proposal in response to this RFP.

## **How to Submit Written Questions about this RFP**

Applicants who have questions about information contained in this RFP may submit questions via email with “Comparability Study” in the subject line by **February 27, 2017** to: [contracts@ctc.ca.gov](mailto:contracts@ctc.ca.gov).

Responses to written questions submitted by the deadline will be distributed to those who have submitted the Intent to Submit form and will also be posted on the Commission’s website by **March 3, 2017**.

## **Section II: How to Respond to this RFP**

### **Components to be Addressed in the Applicant’s Response**

Applicants interested in proposing a Comparability Study must provide a narrative response to this Request for Proposals. In order to be considered, responses must include all of the components described below. The response by each applicant will be evaluated based on the selection criteria indicated below. Responses to this RFP must reach the Commission on Teacher Credentialing according to the submission information provided in Section III of this RFP no later than 5 p.m. PDT on **March 17, 2017**. The proposal determined to be of the highest quality based on the selection criteria will be recommended to the Commission for funding at its April 6-7, 2017 meeting. The Commission reserves the right to not make an award if no proposals are determined to be of sufficient quality.

The following information provides guidance to applicants for organizing a complete response to this RFP. Responses must include a cover sheet (Appendix B) that identifies a contact person at the applicant entity, along with contact information by telephone, fax, and email, and the signature of the president of the applicant entity. Following the cover sheet, applicants must provide a table of contents indicating where in the application each of the required responses can be found.

### **1. Applicant Description and Documentation of Capacity (10 points)**

Applicants must describe the professional purpose of their organization along with a description of the applicant's organizational structure. Applicants must provide this same information for any proposed subcontractors. Applicants must document their capacity to design, implement, and analyze the findings of the Comparability study as described above.

### **2. Prior Experience Conducting Large-Scale Studies (10 points)**

Applicants must describe prior experience in conducting similar studies of large scale performance assessments or examinations, or in conducting relevant education program-related evaluation studies that would allow reviewers to judge the degree to which applicants have had qualifying prior experience for conducting a Comparability study on behalf of the Commission. An example of the Executive Summary of an applicable study conducted within the last five years must be provided as an attachment to the response. The Executive Summary should explain the scope and size of the study, the study methodology, and study findings.

### **3. Study Design and Methodology (30 points)**

The applicant must provide a thorough description of the proposed study design, methodology, method for determination of findings, method of analysis of findings, and an outline of the final report to be provided to the Commission.

### **4. Study Implementation Plan (10 points total)**

The applicant must provide a description and timeline of the implementation activities for the proposed study. The following elements must be included:

A chart or table indicating each for planned study activity, including (a) the Deliverables as specified above; (b) meetings of the Technical Advisory Committee; (c) meetings with Commission staff; and (d) all other key implementation activities to conduct the comparability study, analyze the data and report on findings:

- the time frame for completion
- the person(s) responsible
- any additional resources that will be accessed (e.g., information from model sponsors, candidate results, etc.) for purposes of carrying out that activity;
- any data or other products resulting from the study activity

The applicant must also describe how processes important to each model such as assessor scoring and calibration will be observed and analyzed.

*Note: If the study methodology and/or the implementation process involve any proprietary processes, materials, or other items, the applicant should clearly identify and mark these within the proposal narrative, and, if proprietary information is included in the application, the applicant should provide an additional copy of both the electronic submission and one paper copy that are redacted, as directed in the submission instructions in Section III of this RFP.*

## **5. Data Collection, Data Analysis and Reporting Requirements (10 points total)**

The applicant must describe what types of data would be collected and used to respond to the framing questions for the comparability study. Units and methods of data analysis must be described, along with an explanation of how the data will be used to inform the findings of the study.

As indicated above, the Contractor will be responsible for the following reports:

- A. Progress Reports:** The Contractor must provide the Commission with progress reports twice per project year, with reports due to the Commission on the following dates:
- September 29, 2017
  - February 28, 2018
  - September 28, 2018
  - February 28, 2019
- B. Year One Preliminary Report of Findings:** The Contractor must provide the Commission with a report at the end of the first year of the study, by June 30, 2018, with preliminary findings on comparability across TPA models. The report must include preliminary findings about comparability of scores based on the analysis of each model, scoring protocols, and any standard setting studies conducted by the model sponsors during the project period.
- C. Final Report:** The Contractor must provide a final report to the Commission by June 30, 2019 on the findings of the study. The report must include at minimum a description of the design, methodology, and implementation of the comparability study and the Contractor's findings relative to:
- the degree to which scores on the TPA models reliably demonstrate comparable levels of candidate competence with respect to the TPEs
  - the degree to which the TPA models have been found to be comparable in terms of constructs measured, the relative weighting given to these constructs, if any, within the scoring process, and the passing score standards across models.

The report shall also provide guidance to the Commission regarding the potential implications of these findings, along with any other factors that should be considered by the Commission based on the findings.

## **6. Key Staff (10 points total)**

The applicant must provide a chart that (a) identifies the key staff to be involved in the study design, implementation, and analysis of data and (b) summarizes the qualifications of each key staff member. In addition, the applicant should explain the relationship and governance of the project within the institution or agency in terms of internal oversight, management, and reporting. Resumes of a maximum of five pages per key staff personnel indicated within the proposal may be included as an appendix, but will not be scored by reviewers.

## **7. Budget and cost effectiveness (40 points total)**

The applicant must provide a budget for each year of the project, using the budget form provided in Appendix D. In addition, the applicant must provide a budget narrative explaining how each of these costs was determined.

### **Review of Selection Criteria**

<b>Proposal Component</b>	<b>Points</b>
1. Applicant Description and Capacity	10
2. Prior Experiences	10
3. Study Design and Methodology	30
4. Implementation Plan	10
5. Data Plan, Data Analysis and Reporting Requirements	10
6. Key Staff	10
7. Budget and Cost Effectiveness	40
<b>Total Points Possible</b>	<b>120</b>

## **Section III: Application Submission and Process for Application Review**

Applicants who wish to compete for funding must submit an electronic copy plus six paper copies of the proposal to the Commission. **The electronic submission must reach the Commission by 5:00 p.m. on Friday, March 17, 2017. The paper copies must be postmarked not later than 5:00 p.m. on Friday, March 17, 2017.** Responses from applicants whose electronic proposals are received after this date and time will not be reviewed.

**Email** the electronic copy to: [contracts@ctc.ca.gov](mailto:contracts@ctc.ca.gov).

**Mail or Deliver** the six paper copies to:

Adrienne Trapnell  
Fiscal and Business Services  
Commission on Teacher Credentialing  
1900 Capitol Avenue  
Sacramento, CA 95811

### **Format and Length of the Proposal**

Proposals must be formatted to an 8 ½ x 11 page, with one inch margins on all sides, using a font of not less than 12 point. Pages may be double or single spaced. Applicants are suggested to limit their proposals to 50 double spaced or 25 single spaced pages, not including the Table of Contents, the budget forms and budget narrative, any appendices, and the required documentation attachments 1-6. Letters of support and other supporting documentation may be attached, but will not be reviewed or scored by the proposal readers. Resumes of a maximum of five pages per key staff personnel indicated within the proposal may be included as an appendix, but will not be scored by reviewers.

### **Application Review and Award Processes**

Applications received by the submission deadline will be reviewed first for technical compliance with the application instructions and completeness of the application in responding to all required information. Applications that meet the initial technical compliance screening will then be read by a team of Commission staff members and rated according to the scoring criteria provided in this RFP.

Following the review process, notification of an Intent to Award a contract under this RFP will be posted on March 30, 2017. A recommendation for awarding a contract will be made to the Commission for potential action at its regularly-scheduled April 6-7 meeting. The Commission reserves the right to not make an award if no proposal is deemed to be of sufficient quality.

An award by Commission action pursuant to this RFP at the April 6-7, 2017 meeting will result in a contract between the Commission and the successful applicant. Further information about the contracts process will be provided to the successful applicant following Commission action.

## Appendix A

### Intent to Apply for the Teaching Performance Assessment Equating (Comparability) Study

As indicated by the signature of the Director, Dean, CEO or designee below, it is the intent of the entity identified below to apply for funding to develop and implement an Equating (Comparability) Study of TPA models. The applicant understands that this Intent to Apply must be received by the **Commission by February 21, 2017** and that submission of this form does not require or otherwise obligate the entity to submit a proposal to the Commission. A scanned copy of the signed Intent to Apply form may be emailed to [contracts@ctc.ca.gov](mailto:contracts@ctc.ca.gov) or sent by postal mail to:

Commission on Teacher Credentialing  
Attn: Contracts  
1900 Capitol Ave.  
Sacramento, CA 95811-4213

Entity	
Signature	
Print Name	
Title	
Date	

**Appendix B**  
**Application Cover Sheet**  
***Equating (Comparability) Study of Commission-Approved TPA***  
***Models***

*The proposal must include one copy of this form from the organization.*

*This form must be the cover page to the application submitted to the Commission.*

**2. Name of Entity:**

\_\_\_\_\_

**Mailing Address:**

\_\_\_\_\_

**Contact Person:**

**Telephone:**

**Fax:**

**E-mail:**

**2. Fiscal Agent:**

**Name:**

**Agency:**

\_\_\_\_\_

**Mailing Address:**

\_\_\_\_\_

**Telephone:**

**Fax:**

**Email:**

## Appendix C Budget Form

Complete the worksheet using the listed categories as applicable. If additional categories are necessary, list those in the spaces provided below. A budget narrative must be provided that details the totals in each budget category. Payment shall be based on actual costs invoiced twice per year.

Category	Year 1	Year 2	Total
Personnel			
Benefits			
Subcontractor(s)			
Technical Advisory Committee meetings (incl. travel)			
Meetings with Commission staff (incl. travel)			
Materials (incl. software)			
Administrative costs (e.g., Indirect cost)			
<b>Project Totals</b>			

# Attachment 1

## General Terms and Conditions

*GTC 610*

### GENERAL TERMS AND CONDITIONS

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

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

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

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. 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.

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

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

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

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

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

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

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

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

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

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

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

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

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

20. LOSS LEADER:

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

## **Attachment 2**

### **Disabled Veterans Business Enterprise Incentive**

#### **DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE INFORMATION**

##### **DVBE PARTICIPATION REQUIREMENTS**

The Department elects to waive the DVBE program requirements in this solicitation, but opts to include the DVBE Incentive. To be considered for the incentive, bidders must complete and return the Bidder Declaration GSPD-05-105 (08/09), the DVBE Declarations, STD. 843 (5/2006), and signed, written confirmation (described below). The California DVBE Bid Incentive Instructions (09/03/09) include information about the DVBE incentive.

Supplier agrees to provide verification, in a form agreed to by the state, that DVBE subcontractor participation under this agreement is in compliance with the goals specified at the time of award of contract/purchase order, or with any subsequent amendment.

##### **DVBE COMPLIANCE AND VERIFICATION**

###### **Written Confirmation:**

A written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. The written confirmation **must** include the solicitation number and be signed by the Bidder and DVBE subcontractor(s). The written confirmation shall include but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment and total amount to be paid to the DVBE.

Failure to submit signed confirmations shall render the bid non-responsive. If further verification is necessary, the state will obtain additional information to verify compliance with the above requirements.

###### **Disabled Veteran Business Enterprise Declarations (Std. 843):**

Per the Military and Veterans Code Section 999.2, this form must be completed and signed by all disabled veteran owner(s) and disabled veteran manager(s) when a DVBE contractor or subcontractor will provide materials, suppliers, services or equipment. The completed form should be included with the bid response. Should the form not be included with the IFB, contact the State contracting official or obtain a copy online from the Department of General Services, Procurement Division, Office of Small Business and DVBE Services (OSDS) website at <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

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

### **DVBE PARTICIPATION REPORTING REQUIREMENTS**

If a contract/purchase order is awarded from this solicitation with a commitment from the prime bidder to achieve disabled veteran business enterprise (DVBE) participation, pursuant to Military and Veterans Code Section 999.5, the prime contractor must within sixty (60) days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) certify the information contained in the "**Prime Contractor's DVBE Subcontracting Report (Rev. April 2014)**"\* The state reserves the right to verify all of the above information. Any person or entity that knowingly provides false information shall be subject to a civil penalty for each violation as stated in Military and Veterans Code Section 999.5(d).

\*This form should be provided by and returned to the ordering agency by the prime contractor. It is the prime contractor's responsibility to ensure the form is received, completed and returned within the stated time frame.

### **DVBE SUBCONTRACTOR SUBSTITUTION**

The supplier understand and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran business Enterprise (DVBE) subcontractor(s) identified in their bid offer, per Military and Veterans Code section 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment. Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC section 999.9; Public Contract Code (PCC) section 10115.10.

## **CALIFORNIA CERTIFIED SMALL BUSINESS AND PREFERENCE(S) INFORMATION**

### **SMALL BUSINESS PREFERENCES AND CERTIFICATION**

Bidders claiming the small business preference must be certified by California as a small business or must commit to subcontract at least twenty-five percent (25%) of the net bid price with one or more California certified small businesses. Small Business Nonprofit Veteran Services Agencies (SB/NVSA) prime bidders meeting requirements specified in the Military and Veterans Code Section 999.50 et seq. and obtaining a California certification as a small business

are eligible for the five percent (5%) small business preference. If applicable, claim the preference in the box on the right hand side of the first page of this solicitation.

Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the bid due date and the OSDS must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

### **SMALL BUSINESS REGULATIONS**

The Small Business regulations, located in the California Code of Regulations (Title 2, Division 2, Chapter 3, Subchapter 8, Section 1896 et seq.), concerning the application and calculation of the small business preference, small business certification, responsibilities of small business, department certification, and appeals are revised, effective 9/09/04. The new regulations can be viewed at <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>. Access the regulations by clicking on the "Small Business Regulations" in the right sidebar. For those without internet access, a copy of the regulations can be obtained by calling the Office of Small Business and DVBE Services (OSDS) at (916) 375-4940.

### **SMALL BUSINESS PARTICIPATION REPORTING REQUIREMENTS**

Per Government Code 14841, if a contract/purchase order is awarded from this solicitation with a commitment from the prime bidder to achieve small business participation, the contractor must within sixty (60) days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) report to the awarding department the actual percentage of small business participation achieved.

### **NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE**

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 applicable, claim the preference in the box on the right hand side of the first page of this solicitation.

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 Services (OSDS) no later than 5:00 p.m. on the bid due date, and the OSDS must be able to approve the application as submitted. Questions regarding certification

**B. Nondiscrimination Compliance Statement**

All Bidders must submit a completed Nondiscrimination Compliance Statement (STD 19) form, which is located through

<http://www.dgs.ca.gov/dgs/ProgramsServices/Forms/FMC/Search.aspx>



## Attachment 4 Contractor Certification

CCC-307

### CERTIFICATION

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

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

### CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (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](http://www.dir.ca.gov), and Public Contract Code Section 6108.

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

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

7. **DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

### **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.

**PAYEE DATA RECORD**

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

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



**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.

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- 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](http://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.**