

Solicitation 200-11-01
Real Time Caption Services

State of California

Bid 200-11-01 Real Time Caption Services

Bid Number **200-11-01**
Bid Title **Real Time Caption Services**

Bid Start Date **Jan 9, 2012 8:56:11 AM PST**
Bid End Date **Feb 6, 2012 4:00:00 PM PST**
Question & Answer
End Date **Jan 18, 2012 4:00:00 PM PST**

Bid Contact **Kathie Mullen**
 kathiemullen@dpa.ca.gov

Standard Disclaimer **The State of California advises that prospective bidders periodically check the websites, including but not limited to Bidsync, and/or other state department links for modifications to bid documents. The State of California is not responsible for a prospective bidder's misunderstanding of the bid solicitation or nonresponsive bid due to failure to check these websites for updates or amendments to bid documents, and/or other information regarding the bid solicitations. Failure to periodically check these websites will be at the bidder's sole risk.**
The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.

Description

The State of California, Department of Personnel Administration (DPA) is releasing an Invitation for Bid (IFB) to obtain bids for Real Time Caption Services using Microsoft LiveMeeting software (and any upgrade product Microsoft implements).

DEPARTMENT OF PERSONNEL ADMINISTRATION

ADMINISTRATIVE SERVICES DIVISION
1515 "S" STREET, NORTH BUILDING, SUITE 400
SACRAMENTO, CA 95811



January 9, 2012

You are invited to review and respond to this Invitation for Bid (IFB), entitled IFB #200-11-01; Real Time Caption Services. In submitting your bid, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site www.ols.dgs.ca.gov/Standard+Language. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of The Department of Personnel Administration this Invitation for Bid is complete and without need of explanation. However should you need any clarifying information, the contact person for this IFB is:

Kathie Mullen
Department of Personnel Administration
(916) 324-0432
kathie.mullen@dpa.ca.gov

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

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*These documents are not required with the bid package but are required upon award of the contract.

**Not always applicable.

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A. Purpose and Description of Services

The State of California, Department of Personnel Administration (DPA) is releasing this Invitation for Bid (IFB) to obtain bids for Real Time Caption Services using Microsoft LiveMeeting software (and any upgrade product Microsoft implements). For the purposes of this IFB, "DPA" and "State" may be used interchangeably.

Objective of the IFB:

The key objective of this IFB is to seek bids from qualified contractors who will:

- Deliver real time captioning services for approximately 100 webinars, 8 per month, approximately 1.5 hours each using Microsoft LiveMeeting (and any upgrade product Microsoft implements) with no system disruptions (continuity of service) and no down time;
- Provide the real time captioning link to be inserted into Microsoft LiveMeeting event, set up at least 1 week before each webinar is scheduled. DPA will provide the vendor with the event schedule. On the day of the event, the vendor will be given Presenter status so they can Record. Vendor will only record but agree to stay muted and not perform other functions besides real time captioning during webinar which may disrupt the presentation;
- Vendor will be provided list of webinars at least one week before each webinar is scheduled. In the case of a "last minute" webinar, DPA will work with the vendor to obtain services, however DPA may seek alternative vendors if the vendor is not available;
- Vendor will record audio during the presentation then after the real time captioning event, edit/correct their transcript to make it 100% accurate before submitting it to DPA within 10 business days of the webinar;
- DPA will work with the vendor to answer questions regarding unclear audio, unfamiliar terminology, if there are technical issues. Questions submitted by the vendor will be answered by DPA within 1 business day. Questions from the vendor must be submitted with the time stamp to identify the specific audio section of confusion;
- Log in and be ready to caption webinars 15 minutes before they are scheduled to start and 15 minutes after they end to test the system and capture questions and answers;
- The awarded bidder will use a white background with black writing and at least 24 point font for the text;
- Presenters and attendees will be able to view the real time captioning during the Microsoft LiveMeeting event;
- The awarded bidder will deliver a transcript of the real time captioning to DPA within 10 business days of the webinar. The transcript will be delivered in a pre-defined template Microsoft Word file, and will be 100% accurate with no errors identifying who is speaking and what they said exactly;

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- In addition to the above, the awarded bidder will deliver the final transcript electronically in a .SMI file format back to DPA along with the MS Word version of the transcript within 10 business days of the webinar; and
- Vendor will ask DPA for customer feedback every month before submitting billing invoice and submit program/service level reports quarterly.

B. Bidder Minimum Qualifications

All bidders shall meet the specified qualifications at the time of bid submission. The successful contractor must adhere to these requirements upon award.

- The bidder must have a minimum of thirty (30) hours experience in providing real time captioning via Microsoft LiveMeeting; and
- The bidder must provide five (5) customer references who can be contacted to verify high quality, efficient, effective, responsive service levels.

C. Bid Requirements and Information

1) Time Schedule

The following outlines the important actions, dates, and times by which the listed actions must be taken or completed. If DPA finds it necessary to change any of these dates, it will be accomplished by an addendum. All times indicated throughout the IFB are Pacific Standard Time (PST).

<u>Event</u>	<u>Date</u>
IFB Available to Prospective Bidders	January 9, 2012
Final Date for Question Submission	January 18, 2012; 4:00 p.m.
Responses to Questions Posted	January 23, 2012
Final Date for Bid Submission	February 6, 2012; 4:00 p.m.
Real Time Caption Demonstration and delivery of word document transcript and SMI file	Week of February 13, 2012
Notice of Intent to Award	February 24, 2012; 8:00 a.m.
Last Day to Protest the Award	March 2, 2012; 4:00 p.m.
Proposed Award Date	March 5, 2012

The term of this Agreement shall be March 19, 2012 through June 30, 2013. The Department of Personnel Administration reserves the right to extend the term of this Agreement for two (2) additional one (1) year periods with the mutual consent of the contractor.

Questions

All questions regarding this IFB must be submitted through Bidsync. Only questions submitted in writing will be accepted and answered. No verbal information related to this IFB will be given, and no verbal information conveyed as a result of this IFB is valid unless presented in writing as part of an addendum.

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2) Submission of Bid

- a) All bids must be submitted under **sealed** cover and sent to Department of Personnel Administration by dates and times shown in Section C, Bid Requirements and Information, Item 1) Time Schedule, (page 5). The sealed cover must be plainly marked with the IFB number and title, must show your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

IFB Number 200-11-01
Real Time Caption Services
Department of Personnel Administration
Attn: Contracts Management Unit
1515 S Street, North Building, Suite 400
Sacramento, CA 95811

DO NOT OPEN

Bids not submitted under sealed cover may be rejected. An original and minimum of two (2) copies of the bid must be submitted. Cost Proposal information must be in a separate sealed envelope with the same information listed above and marked "COST PROPOSAL".

- b) All bids shall include the documents identified in Attachment 1, Required Attachment Checklist (see page 11). Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- c) All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
- d) Deliver bids to the following address:

Department of Personnel Administration
Attn: Contracts Management Unit
1515 S Street, North Building, Suite 400
Sacramento, CA 95811

Proposals received after the due date and time will not be considered. It is strongly suggested that proposals be sent via courier service or hand delivered. Utilizing the U.S. Postal Service may not guarantee timely delivery to DPA's offices. Faxed proposals will not be accepted. The DPA will not consider human or mechanical error as excuse for late submission of bid packages.

- e) Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
- f) A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The DPA may reject any or all bids and may waive an immaterial deviation in a bid. The DPA's waiver of an immaterial deviation shall in no way modify the RFO document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- g) Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the State of California.

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- h) An individual who is authorized to bind the bidder contractually shall sign the Bid/Bidder Certification Sheet (see page 12). The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- i) A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- j) A bidder may withdraw its bid by submitting a written withdrawal request to the DPA, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- k) The DPA may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- l) The DPA reserves the right to reject all bids. The DPA is not required to award an agreement.
- m) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.
- n) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- o) The DPA does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- p) No oral understanding or agreement shall be binding on either party.

3) Evaluation and Selection

- a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b) The DPA will evaluate each bid to determine its responsiveness to the published requirements.
- c) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.
- d) Award if made, will be to the lowest responsive responsible bidder.

The award process will consist of three (3) phases. These phases shall include an evaluation and scoring phase, a demonstration phase, and the award based on the lowest bidder. These phases are detailed below:

Phase One: Evaluation of Bids:

The evaluation process will score each proposal in six categories. The categories, along with the possible points, are as follows:

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Category	Possible Points
Firm Experience Requirements. Including but not limited to: Proposer's background and experience providing real time captioning services to customers using Microsoft LiveMeeting, including consideration of years in business and experience of firm and its personnel in providing the proposed services. Greater than or equal to 5 years in business = 300 points	300 Points
Administrative Services. Including but not limited to: Description of toll-free telephone system and/or e-mail address with back-up plan for after hours (before 8AM or after 5PM PST) calls if service problems arise; description of intake call system or e-mail system for department inquiries and last minute unplanned LiveMeeting real time captioning requests (including after hours) guaranteeing after hours assistance within 3 hours of initial contact = 100 pts	100 Points
Program evaluation. DPA seeks businesses who evaluate the services they provide to their customers. The existence methods and reports showing how performance of services is measured, evaluated and improved over time is valued. Submission of customer service/quality/performance related reports = 100 pts	100 Points
Contract Administration. Including but not limited to: Procedures and policies in dealing with customer complaints. Submission of Written Procedures = 50 pts, policies 50pts	100 Points
Quality of Service Provider. Including but not limited to: Written References from 5 customers who have used the real time captioning for training services = 250 points. Written Job Descriptions including Minimum qualifications for selecting real time captioners with 30 hours of experience = 50 pts	300 Points
Quality of Proposal. Including but not limited to: Formatting responses as outlined in proposal, inclusion of attachments, documents and clear and concise responses.	100 Points
Total Possible Points	1000 Points

Within each category, the bids will be evaluated and rated relative to each other. Assigned points will be based on the bidder's relative rating to other bidder's. The rating will be based upon DPA's evaluation and interpretation of the information provided by within each bid.

All bids received by the stated deadline will be reviewed by the evaluation committee to determine those that meet the mandatory minimum qualifications. If the mandatory minimum qualifications are not met, the bid will be determined "non-responsive" and disqualified. Bids will be evaluated and rated relative to each other, ranked, and assigned points on the bidder's relative rating. Rating will be based upon the evaluation of the information submitted by each bidder.

A full evaluation will then be completed for the top proposals. Bid's must receive a minimum **total** score of 80 percent (800 points) to be deemed responsive and having met the mandatory minimum qualifications.

DPA shall remove a Bidder from consideration when it determines, at any point through the evaluation process, that Bidder does not meet the minimum qualifications as specified in the IFB.

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DPA and the evaluation committee, at their own discretion, reserve the right to obtain additional information (but are not obligated to do so) orally or in writing, from bidders or any independent sources available to DPA regarding qualifications or other submitted information.

Phase Two: Demonstration:

Bidders who are responsive to meeting the IFB requirements and obtain the minimum total score requirement will be required to provide a demonstration of their ability to perform the real time caption services as detailed within the IFB at proposer's expense. DPA will schedule the time for these demonstrations. The demonstrations will be held during the week of February 13 through 17, 2012. Each demonstration will be scored according to the criteria listed within the IFB and rated relative to each of the other demonstrations. The top three (3) rated bidders will be accepted and advanced to Phase Three of the award process.

Phase Three: Award:

The final award, if made, will be to the lowest bidder who complied with all requirements of the IFB and met the criteria of Phases One and Two of the award process.

4) Award and Protest

- a) Whenever an agreement is awarded under a procedure, which provides for competitive bidding, but the agreement is not to be awarded to the low bidder, the low bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the agreement.
- 1) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of DPA at least five (5) working days prior to awarding the agreement.
- c) If any bidder, prior to the award of agreement, files a written protest with the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605 and DPA on the grounds that the (protesting) bidder is the lowest responsive responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- d) Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and DPA a detailed written statement specifying the grounds for the protest. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, California 95605. A copy of the detailed written statement should be mailed to the awarding agency. It is suggested that you submit any protest by certified or registered mail.
- e) Upon resolution of the protest and award of the agreement, Contractor must complete and submit to DPA the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Section 18646. This form can be found on the Internet at www.osp.dgs.ca.gov/StandardForms. No payment shall be made unless a completed STD 204 has been returned DPA.
- f) Upon resolution of the protest and award of the agreement, Contractor must sign and submit to DPA, *page one (1)* of the Contractor Certification Clauses (CCC), Attachment 6 (see page 18).

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This document is only required if the bidder has not submitted this form to DPA within the last three (3) years.

5) Disposition of Bid

- a) Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b) Bid packages may be returned only at the bidder's expense, unless such expense is waived by DPA.

6) Agreement Execution and Performance

- a) The term of this contract will be March 19, 2012 through June 30, 2013. The DPA reserves the right to extend and/or amend the contract for two (2) additional one-year periods. The rates will remain the same for each contract term.
- b) The successful bidder shall enter into a contract with DPA which will be prepared on a State of California Standard Agreement (STD 213), sample included as Exhibit 1, and includes Exhibits A, B, C, D, E and F of this IFB. By virtue of submitting a bid, the bidder is accepting the terms and conditions expressed herein.
- c) It is understood and agreed that DPA will only pay for those services actually rendered as authorized by the designated contact person or his/her designee.
- d) Performance shall start no later than the express date set by DPA and the Contractor, after all approvals have been obtained and the contract is fully executed. Should the Contractor fail to commence work at the agreed upon time, DPA, upon five (5) days written notice to the Contractor, reserves the right to terminate the contract. In addition, the Contractor shall be liable to DPA for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another Contractor.

D. Preference Programs

1) Small Business Enterprise

Proposers claiming the small business preference may be requested, but not required, to submit a copy of their certification approval letter from the Small Business and Disabled Veteran Business Enterprise (DVBE) Certification Office with their proposal. Failure to provide a copy of the certification approval letter with the proposal response is not a material deviation. Proposer may claim the preference if Proposer submits a complete application for certification to the aforementioned office by 5 PM the day proposals are due (DPA must receive notice, in writing, of submission by Proposer in order for Proposer to receive the preference).

A certified Small Business is entitled to claim the 5 percent preference when bidding on a State contract. The 5 percent preference is used only for computation purposes, to a maximum amount of \$50,000, to determine winning Proposer and does not alter the amounts of the resulting contract. A contract awarded on the basis of the 5 percent preference is awarded to the Small Business for the actual amount of their proposal. Questions regarding the preference approval process should be directed to Department of General Services, Procurement Division, Small Business and DVBE Certification Office.

Information on Small Business Enterprise (SBE) can be accessed on <http://www.pd.dgs.ca.gov/smbus/default.htm>.

2) Non-Small Business Subcontractor Preference

Non-small business means a responsive/responsible proposer that is not certified by the California Department of General Services as a small business or microbusiness.

If the tentative proposer is not a certified DVBE or small/micro business, a cost preference up to five percent (5%) is available to a responsive non-small business claiming twenty-five percent (25%) small business subcontractor participation with one or more small businesses. This preference is authorized pursuant to Title 2, California Code of Regulations Section 1896 and Government Code Section 14835 and revisions of 14838 (b) (1) (2).

If a proposer claims the non-small business subcontractor preference, the proposal response must identify each proposed small business subcontractor, the participation percentage amount committed to each identified subcontractor, and substantial proof to enable verification of each subcontractor's small business status. The total small business subcontractor participation must equal no less than twenty-five (25%) of the total bid price or cost offered.

To be granted preference, each proposed small business subcontractor must possess an active small business or micro business certification issued by the California Department of General Services, must perform a "commercially useful function" under the contract, and the basic functions to be performed must be identified at the time the proposal is due.

In granting the non-small business subcontractor preference, no proposal price will be reduced by more than \$50,000. The cost adjustment is for computation purposes only and does not alter the actual cost offered by the proposal.

For information on how to apply for the Non-Small Business Subcontractor Preference, see Attachments 8 and 9.

E. Required Attachments

Refer to the following pages for additional Required Attachments that are a part of this agreement.

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ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to the State. For your bid to be responsive, all required attachments must be returned. This checklist should be returned with your bid package also.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Bid/Bidder Certification Sheet
_____ Attachment 3	Bid Cost Proposal COST PROPOSAL MUST BE SUBMITTED IN SEPARATE SEALED ENVELOPE
_____ Attachment 4	Bidder References (part of scoring)
_____ Attachment 5	Payee Data Record (STD 204)*
_____ Attachment 6	Contractor Certification Clauses (CCC)*
_____ Attachment 7	Darfur Contracting Act
_____ Attachment 9	Non-Small Business Subcontractor Preference Request**
_____	Copy of Small Business Certification**
_____	Certificate of Insurance
_____	Copy of Business License

***These documents are not required with the bid package but are required upon award of the contract.**

****Proof of application is also acceptable.**

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ATTACHMENT 2**BID/BIDDER CERTIFICATION SHEET**

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package. The bid must be transmitted in accordance with IFB instructions.

- A. All required attachments are included with this certification sheet.
- B. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

An Unsigned Bid/Bidder Certification Sheet May Be Cause for Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()								
3. Address										
Indicate your organization type:										
4. ☐ Sole Proprietorship	5. ☐ Partnership	6. ☐ Corporation								
Indicate the applicable employee and/or corporation number:										
7. Federal Employee ID No. (FEIN)	8. California Corporation No.									
9. Indicate applicable license and/or certification information:										
10. Bidder's Name (Print)	11. Title									
12. Signature	13. Date									
14. Are you certified with the Department of General Services, Office of Small Business and DVBE Services (OSDS) as:										
<table border="0"> <tr> <td>a. California Small Business</td> <td>b. Disabled Veteran Business Enterprise</td> </tr> <tr> <td>Yes ☐ No ☐</td> <td>Yes ☐ No ☐</td> </tr> <tr> <td>If yes, enter certification number:</td> <td>If yes, enter your service code below:</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </table>			a. California Small Business	b. Disabled Veteran Business Enterprise	Yes ☐ No ☐	Yes ☐ No ☐	If yes, enter certification number:	If yes, enter your service code below:	_____	_____
a. California Small Business	b. Disabled Veteran Business Enterprise									
Yes ☐ No ☐	Yes ☐ No ☐									
If yes, enter certification number:	If yes, enter your service code below:									
_____	_____									
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSDS, if an application is pending:										

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Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the
Bid/Bidder Certification Sheet by following the instructions below.

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

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ATTACHMENT 3

BID COST PROPOSAL

**IMPORTANT: SUBMIT THIS INFORMATION IN A SEPARATE
SEALED ENVELOPE MARKED "COST PROPOSAL"**

This document serves as a sample Bid Cost Proposal worksheet. The bidder may alter this document to fit their billing/fee structure for services requested within this IFB. The Bid Cost Proposal should be broken out to detail the cost of a singular event as described in the IFB (i.e., per webinar) based on a volume of approximately 100 webinars.

RealTime Captioning \$ _____/event

To include link setup, monitoring during
and recording of event

Transcript \$ _____/transcript

100% accurate delivered within 10 business days
of the webinar in Microsoft Word and .SMI file

TOTAL \$ _____

Total cost per webinar event

The actual cost quoted above by the bidder shall be binding for the term of the contract and the bidders cost includes all costs associated with providing the services specified above, including labor, materials, supplies, equipment, etc. Only services and expenses in the bid cost proposal submitted as stated within this IFB will be reimbursed by DPA. The awarded contract will be based on an estimated 100 webinars.

Note: Issuance of the IFB in no way obligates DPA to implement the services specified in the Scope of Work in this IFB. The DPA may choose to implement any or all of the requested services in this IFB.

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ATTACHMENT 4

BIDDER REFERENCES

Submission of this attachment is **mandatory**. Failure to complete and return this attachment with your bid will cause your bid to be rejected and deemed nonresponsive.

REFERENCE 1

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

REFERENCE 2

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

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ATTACHMENT 5

PAYEE DATA RECORD

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

STD. 204 (Rev. 6-2003)

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.		
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) MAILING ADDRESS CITY, STATE, ZIP CODE E-MAIL ADDRESS BUSINESS ADDRESS CITY, STATE, ZIP CODE 		
3 Payee Entity Type Check One Box Only	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) _ _ - _ _ _ _ _ • PARTNERSHIP • ESTATE OR TRUST • INDIVIDUAL OR SOLE PROPRIETOR CORPORATION: • MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) • LEGAL (e.g., attorney services) • EXEMPT (nonprofit) • ALL OTHERS ENTER SOCIAL SECURITY NUMBER: _ _ - _ _ - _ _ (SSN required by authority of California Revenue and Tax Code Section 18646)		NOTE: Payment will not be processed without an accompany ing taxpayer I.D. number.
4 Payee Residency status	• California resident – Qualified to do business in California or maintains a permanent place of business in California. • California nonresident (see reverse side) – 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 attached.		
5	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.		
	AUTHORIZED PAYEE'S REPRESENTATIVE'S NAME (Type or Print) 		TITLE
	SIGNATURE 	DATE 	TELEPHONE ()
6	Please return completed form to: Department/Office: _____ Department of Personnel Administration _____ Unit/Section: _____ Contracts Management Unit _____ Mailing Address: _____ 1515 S Street, North Building, Suite 400 _____ City/State/Zip: _____ Sacramento, CA 95811 _____ Telephone: (916_) _____ 324-0519 _____ Fax: (916) _____ 327-0568 _____		

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PAYEE DATA RECORD

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

1	<u>Requirement to Complete Payee Data Record, STD. 204</u> 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. 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.						
2	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.						
3	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). 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).						
4	<u>A) Are you a California resident or nonresident?</u> 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. 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. For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">Withholding Services and Compliance Section:</td> <td style="width: 30%;">1-888-792-4900</td> <td style="width: 30%;">E-mail address: wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website: 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	Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.						
6	This section must be completed by the State agency requesting the STD. 204.						
<u>Privacy Statement</u> Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business. All questions should be referred to the requesting State agency listed on the bottom front of this form.							

ATTACHMENT 6

CONTRACTOR CERTIFICATION CLAUSES (CCC)

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, 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.

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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:

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- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT 7

DARFUR CONTRACTING ACT

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

OR

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

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>	

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ATTACHMENT 8**NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE INSTRUCTIONS**

Preference information	Non-small business proposers will be granted up to a five percent (5%) non-small business subcontractor preference on a proposal evaluation by an awarding department when a responsive non-small business has submitting the lowest priced responsive proposal and when a non-small business proposer: 1. Has included in its proposal a notification that it commits to subcontract at least twenty-five percent (25%) of its total proposal price with one or more small businesses; and 2. Has submitted a timely, responsive proposal; and 3. Is determined to be a responsible proposer; and 4. Lists the small businesses it commits to subcontract with for a commercially useful function in the performance of the resulting contract.
Commercially useful function	A subcontractor is deemed to perform a commercially useful function if the subcontractor does the following: 1. Is responsible for the execution of a distinct element of the contracted work; carrying out its obligation by actually performing, managing or supervising the work involved; and performing work that is normal for its business services and functions; and 2. Is not further subcontracting a greater portion of the work than would be expected by normal industry practices; and 3. Is responsible, with respect to materials and supplies provided on the subcontract, for negotiating price, determining quality and quantity, ordering the material, installing (when applicable), and paying for the material itself. A subcontractor will not be considered as performing a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to achieve the appearance of participation.
How to calculate 25% subcontract participation	Unless otherwise instructed in the solicitation document, first determine the total dollar value or amount that will be proposal for the entire contract term, then multiply this figure by 25% to determine how much of the proposal price must be committed to small business subcontracts that will perform commercially useful functions including but not limited to things such as labor, supplies, materials, equipment, or support services.

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Use of proposed subcontractors/substitution	If awarded the contract, the selected contractor must faithfully use each small business subcontractor proposed for use and identified in its preference request. No substitutions or alterations are allowed after a proposal is submitted. Substitutions are only allowed after contract executing if the Contractor submits a Request for Substitution to DPA Contract Management Unit and that request is subsequently granted by DPA. Small business subcontract substitution instructions will appear in the resulting agreement in a clause entitled "Use of Small Business Subcontractors".
Preference request instructions	If preference is claimed, indicate so on the Proposal Cost Form and complete Attachment 15 identifying each small business or microbusiness subcontractor that will be used. For each subcontractor identified on Attachment 15, obtain a completed and signed Small Business Subcontractor/Supplier Acknowledgement (Attachment 16). Affix each Attachment 16 to Attachment 15 for submission with the proposal response. If a signed Attachment 16 cannot be collected from each subcontractor in time for proposal submission, indicate why. Submission of a signed Attachment 16 for each subcontractor listed on Attachment 15 is a prerequisite for contract award confirmation. Identify only currently certified small business or microbusiness subcontractors, as active certification is required and certification possession will be verified. The detailed budget worksheets, if required to be submitted in a proposal, must list each subcontract service provided and its respective dollar value as identified on Attachment 15. All proposed subcontracted services must appear in the Scope of Work.

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ATTACHMENT 9

NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE REQUEST

List each certified small business or microbusiness that will be subcontracted with. To be granted a bidding preference, total small/micro business subcontractor use must equal at least 25% of the total price or cost offered. Each named subcontractor must be actively certified as a small/micro business by proposal submission due date.

Name of certified small business (or microbusiness) Subcontractor			
Name of Subcontractor			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Small Business Certification No.:	Certification Expiration Date:	Participation dollar value:	Committed % of total bid:
Brief Description of the commercially useful function(s) to be performed and/or provided:			
Name of certified small business (or microbusiness) Subcontractor			

Name of certified small business (or microbusiness) Subcontractor			
Name of Subcontractor			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Small Business Certification No.:	Certification Expiration Date:	Participation dollar value:	Committed % of total bid:
Brief Description of the commercially useful function(s) to be performed and/or provided:			
Name of certified small business (or microbusiness) Subcontractor			

This form may be photocopied for additional copies.

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EXHIBIT 1

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 09/01)

AGREEMENT NUMBER

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

STATE AGENCY'S NAME

Department of Personnel Administration

CONTRACTOR'S NAME

2. The term of this Agreement is: _____ through _____

3. The maximum amount of this Agreement is: \$ _____

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

Exhibit A – Scope of Work

XX pages

Exhibit B – Budget Detail and Payment Provisions

XX pages

Exhibit C* – General Terms and Conditions

Check mark one item below as applicable:

☐ Exhibit - D Special Terms and Conditions contained hereto as part of this agreement)

XX pages

XX pages

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

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

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

BY (Authorized Signature)

?

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)

?

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

California Department of General
 Services Use Only

☐ Exempt per:

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EXHIBIT A
(Sample Agreement)

SCOPE OF WORK

Contractor agrees to provide to (agency name and acronym) (type of service) as described herein:

(Give brief overview of services to be provided.)

The services shall be performed at (location).

The services shall be provided during (time frame i.e., working hours, Monday through Friday, except holidays).

The project representatives during the term of this agreement will be:

State Agency	Contractor:
Name:	Name:
Phone:	Phone:
Fax:	Fax:

Direct all inquiries to:

State Agency:	Contractor:
Section/Unit:	Section/Unit:
Attention:	Attention:
Address:	Address:
Phone:	Phone:
Fax:	Fax:

Detailed description of work to be performed and duties of all parties. Address the following issues as applicable:

Specifications, requirements
 Personnel, staffing
 Coordination
 Results, deliverables
 Timelines, progress reports
 Evaluation, acceptance

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EXHIBIT B
(Sample Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

Invoicing and Payment

For services satisfactorily rendered, and upon receipt and approval of the invoices, DPA agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement (Exhibit B, Attachment I).

Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Name
Office
Address

Budget Contingency Clause

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

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

The DPA shall not pay any funds to any Contractor during such time as the Budget Act covering that fiscal year has not been approved by the Legislature and signed into law by the Governor.

Prompt Payment Clause

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

EXHIBIT C
(Sample Agreement)

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

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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.

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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).)

EXHIBIT D
(Sample Agreement)

SPECIAL TERMS AND CONDITIONS

1. **AGENCY LIABILITY:** The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
2. **SUBCONTRACTORS:** Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
3. **TERMINATION OF AGREEMENT:** The DPA may terminate this Agreement or any part thereof for any reason or no reason by giving the Contractor thirty (30) days written notice of the effective date of termination. In the event of such termination, the State shall be relieved of any payments arising under this Agreement and 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 to the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
4. **PROVISIONS:** If any provision of this Agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Agreement, but the same shall be construed and enforced as if said illegal or invalid provision has never been inserted herein.
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. Nothing in this Agreement shall preclude the State from participating in and/or providing its own defense. However, Contractor shall not be relieved from its obligation to indemnify, defend and save harmless the State, its officers, agents and employees even though the State participates in and/or provides its own defense.
6. **INSPECTIONS:** The DPA reserves the right to conduct on-site inspections of the Contractor's and subcontractor's facilities and to require the Contractor to participate in blind testing for quality control purposes.

EXHIBIT E
(Sample Agreement)

ADDITIONAL PROVISIONS

1. **GENERAL LIABILITY**: With respect to limits of insurance, the majority of state contracts require \$1,000,000 per occurrence. If new structures are being built or the contract amount exceeds \$50,000, consideration should be given to requiring \$2,000,000, \$5,000,000, or even \$10,000,000 per occurrence. ORIM can assist in assigning an appropriate amount during the contracting process.
2. **WORKER'S COMPENSATION**: Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required.
3. **FORCE MAJEURE**: The parties' performance under this Contract is subject to government regulation, or governmental decision that restricts travel, acts of God, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency beyond the parties' control, making it inadvisable, illegal or which materially affects a party's ability to perform its obligations under this contract. Either party may terminate this contract or, alternatively postpone any hearing previously scheduled pursuant to this agreement, for any one or more of such reasons upon notice to the other party of such occurrence or receipt of any of the above occurrences. This agreement may be terminated, or alternatively the hearing postponed, for any one or more such reasons without prejudice or penalty.

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EXHIBIT F
(Sample Agreement)

NOTICE OF EVALUATION

Notice of Agency Evaluation of Contractor Performance per Public Contract Code

Within sixty (60) days after the completion of this Agreement, the Contract Manager shall complete a written evaluation of the Contractor's performance under this Agreement. The evaluation shall be prepared on Contract/Contractor Evaluation form (STD 4), and maintained in the Agreement file. If the Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, and to the Contractor within 15 working days of the completion of the evaluation. (PCC 10367; 10369; 10370).

Question and Answers for Bid #200-11-01 - Real Time Caption Services

OVERALL BID QUESTIONS

Question 1

My question is: Will a Streamtext link (applet) work with Windows LiveMeeting? **(Submitted: Jan 11, 2012 8:55:50 PM PST)**

Answer

- Microsoft Live Meeting offers a custom streaming media window where one should be able to place the URL. There is a limit of one custom window per Live Meeting. As to whether the Streamtext link will work with LiveMeeting, we would need to test this to give a definitive answer. Please contact kathie.mullen@dpa.ca.gov if you wish to schedule a testing session for Streamtext with Microsoft Live Meeting. **(Answered: Jan 23, 2012 9:58:23 AM PST)**

Question 2

If a company is certified as woman-owned, would you like that certificate submitted along with the application? **(Submitted: Jan 18, 2012 2:04:32 PM PST)**

Answer

- You may submit your certificate along with your bid proposal however note that only SMALL businesses certified through the State of CA Department of General Services certification process are able to claim the small business preference. Please refer to Page 9 Section D of the IFB for information regarding the small business preference. For information on how to become a certified small business please visit the Department of General Services website at <http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx> **(Answered: Jan 23, 2012 9:58:23 AM PST)**

Question Deadline: Jan 18, 2012 4:00:00 PM PST