

**ENVIRONMENTAL SERVICES CULTURAL ASSESSMENT REVIEW FOR  
WEATHERIZATION PROJECTS STATEWIDE**

**REQUEST FOR QUALIFICATIONS**

**2020-RFQ-74**



State of California  
Department of Community Services and Development  
2389 Gateway Oaks Drive, Suite 100  
Sacramento, California 95833-4246

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## 1. **PURPOSE AND DESCRIPTION OF PROGRAMS**

### A. **Background**

The Department of Community Services and Development (CSD) is a State of California Department under the California Health and Human Services Agency (CHHS).

The mission of CSD is to reduce poverty for Californians by administering and enhancing energy and community service programs that result in an improved quality of life for low-income Californians. CSD fosters strong partnerships with local community organizations to provide high impact programs and leverage strategic resources resulting in ever-increasing hope, dignity and quality of life for California's low-income residents.

CSD manages three statewide energy saving weatherization programs for low-income households through a network of forty-one (41) contracted Local Service Providers. The programs are described below:

#### 1) **Low-Income Home Energy Assistance Program (LIHEAP)**

The U.S. Department of Health & Human Services (HHS) funded LIHEAP provides assistance to eligible low-income households to meet their immediate home heating and/or cooling needs. The Home Energy Assistance Program provides financial assistance to eligible households to offset the costs of heating and/or cooling of residential dwellings, and the Energy Crisis Intervention Program provides payments for supply shortage and weather-related or energy-related emergencies. In conjunction with financial assistance, LIHEAP provides free weatherization services to reduce heating and cooling costs and improve the energy efficiency of homes, including attic insulation, weather-stripping, minor housing repairs, caulking, water heater blankets and refrigerator replacement, electric water heater repair/replacement, heating and cooling system repair/replacement, compact fluorescent lamps and thermostat and related energy conservation measures. CSD strategically leverages its LIHEAP weatherization funding with the more extensive U.S. Department of Energy Weatherization Assistance Program described below.

#### 2) **Weatherization Assistance Program (WAP)**

The U.S. Department of Energy (DOE) WAP provides assistance to eligible low-income households with services designed to improve the energy efficiency of their homes, reducing energy usage/costs, while safeguarding the health and safety of the households. Households are also educated on basic energy efficiency practices and instructed on the proper use and maintenance of the measures installed. Typical weatherization measures may include: weather-stripping, insulation, caulking, water heater blankets, refrigerator replacement, electric water heater repair/replacement, heating and cooling system repair/replacement, compact fluorescent lamps, and thermostats.

**3) Low-Income Weatherization Program (LIWP)**

The Low-Income Weatherization Program (LIWP), funded by California Climate Investments, is an energy efficiency and renewable energy generation program administered by CSD. The LIWP includes the Farmworker Program that installs a variety of measures that include energy efficiency upgrades, solar PV, health and safety improvements, and limited home repairs at no cost to eligible, low-income households to reduce greenhouse gas emissions and reduce energy use/costs. Please note: LIWP is not subject to the federal National Historic Preservation Act.

**B. Purpose of Request for Qualifications**

CSD’s LIHEAP and DOE weatherization programs are federally funded and must follow environmental laws, including the National Historic Preservation Act (NHPA). CSD is looking for a highly qualified Environmental Services Contractor (“Contractor”) to perform professional cultural resource services for residential weatherization projects throughout the State of California to support CSD’s Local Service Provider Network.

**C. Term of Agreement**

The anticipated term of the agreement(s) is from April 1, 2020 through June 30, 2025, contingent on the availability of federal funds from year to year.

**2. SCOPE OF WORK**

- A. The Contractor will provide cultural assessment reviews for weatherization projects for homes Statewide which are 45 years or older. The Contractor must have proven ability to quickly analyze and conduct evaluations to comply with Section 106 of the National Historic Preservation Act, for homes over 45 years old, to determine if the home is potentially historic or in a historic district, and if the weatherization projects will have any impacts on character defining features of potentially historic homes.
- B. The Contractor will be required to interface with CSD’s Historic Preservation Online (HPO) database to complete remote desktop Section 106 reviews based on data entered by weatherization service providers around the state, photographs and written descriptions regarding the weatherization measures being installed. As part of the review, the Contractor will need to evaluate the property for historical significance, check with appropriate government agencies and local historic district registries and review the California Historical Resource Inventory System maintained by the California State Historic Preservation Office. The anticipated number of reviews will vary but are estimated at approximately one-hundred to one-hundred-fifty (100-150) per month.
- C. The selected Contractor will need to have a qualified architectural historian(s) meeting the Secretary of Interior Professional Qualifications Standards (36 CRP Part 61) on staff, who has experience consulting with the California State Office of Historic Preservation.
- D. The Contractor will have demonstrated ability to quickly review projects located statewide to approve, conditionally approve or deny weatherization measure installation

work for each residence submitted. The response time for submitted reviews should average between 1 – 2 days.

- E. The Contractor will be responsible for generating detailed quarterly reports summarizing the results of all reviews to be submitted to the California State Historic Preservation Office on behalf of CSD. The firm will be expected to provide professional quality status reports for scope, schedule and budget on a regular basis.
- F. The Contractor will provide assistance to CSD with customer appeals and Local Service Provider guidance, as needed, regarding the determination of a conditional approval or denial of weatherization measures.
- G. The Contractor should have knowledge and experience with integrating large database files into production environments; server-side scripting languages.

**3. DESIRABLE QUALIFICATIONS AND EXPERTISE**

Each Statement of Qualifications (SOQ) should clearly delineate and address the contractor’s relevant experience in providing environmental services for similar projects. CSD is seeking a cultural assessment contractor that is prepared to provide a highly-qualified team experienced in environmental assessment and analysis. Experience and expertise that is of importance in the selection of a contractor to provide environmental services includes, but is not limited to, the following technical areas:

**A. Availability, Schedule, and Project Management**

The lead agency plans to begin work immediately on this time-sensitive project, so the availability of contractor’s staff and subcontractors on this project will be an important selection factor. The State recommends that the SOQ clearly delineate the person(s) that will be responsible for managing the environmental services and specify the ability and resources to complete projects under constrained schedules.

**B. Cultural Resource Analysis.**

The Contractor should demonstrate experience in preparation of historic studies for residential projects. This includes the ability to conduct full cultural resource evaluations and provides supporting documentation, to prepare historic structures reports, and to provide recordation of historic materials. The Contractor should have knowledge of relevant State and federal laws, regulations, and related protocols such as those for the consultation process for the California State Office of Historic Preservation and federal historic preservation agencies, the Secretary of Interior Standards, Section 106 of the Historic Preservation Act, and the Historic American Building Survey/Historic American Engineering Record procedures.

**C. Database expertise.**

The Contractor should have knowledge and experience with integrating large data-base files into production environments; server-side scripting languages.

**4. STATEMENT OF QUALIFICATIONS AND MINIMUM REQUIREMENTS**

Firms who are interested in providing professional services for this contracting opportunity shall submit the following information.

- A. Written SOQ that is responsive to the SOQ Selection Criteria, section 5.D. Firms shall respond in writing indicating how they believe their qualifications and experience fulfill the requirements of this criteria. The SOQ may also include additional materials in 8-1/2 X 11 format illustrating plans, sketches, environmental documents, photographs of recent relevant projects, published materials, and awards.
- B. All licensed professionals – provide license number or copy of license for all state-licensed professionals that may be part of Contractor team.
- C. Resumes for key personnel.
- D. Federal Form 330 Parts I & II for the firm and Federal Form 330 Part II for any proposed subcontractors.

**5. STATEMENT OF QUALIFICATIONS SUBMISSION REQUIREMENTS AND INFORMATION**

**A. Key Action Dates**

It is recognized that time is of the essence. All firms are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

RFQ Available to Prospective Firms	February 5, 2020
Written Question Submittal Deadline <i>(Please email questions to <a href="mailto:crystal.alvarez@csd.ca.gov">crystal.alvarez@csd.ca.gov</a> by deadline)</i>	February 12, 2020 <b>2:00 p.m.</b>
Response to Questions Deadline	February 19, 2020 <b>2:00 p.m.</b>
<b>Final Date for SOQ Submission</b>	<b>February 26, 2020 5:00 p.m.</b>
SOQ Evaluations Completed	March 2, 2020 thru March 13, 2020
Final Scoring and Notice of Intent to Award Posted at CSD	March 16, 2020
Projected Contract Term	April 1, 2020 through June 30, 2025
<b>Please note State Holidays:</b> February 17, 2020 March 31, 2020 May 25, 2020	

**B. Submission of SOQ**

- 1) SOQ should provide straightforward and concise descriptions of the Firm's ability to satisfy the requirements of this RFQ. The SOQ must be complete and accurate. Omissions, inaccuracies, or misstatements will be sufficient cause for rejection of the SOQ.
- 2) Secretary of State Certification identifying California legal operating name. If operating under a fictitious business name, provide all supporting documentation (i.e., Fictitious business name statement certified by the appropriate county clerk).
- 3) All SOQs must be submitted under **sealed** cover and received at CSD **by 5:00 p.m. on February 26, 2020**. SOQ received after this date and time will not be considered.
- 4) Submit one (1) original SOQ beginning with a signed Required Attached Checklist (see Attachment 1) and three (3) copies of the proposal.
- 5) The original SOQ must be marked "**ORIGINAL**." All documents contained in the original SOQ package must have original signatures and must be signed by a person who is authorized to bind the firm. All additional SOQ sets may contain photocopies of the original package.
- 6) SOQs must be typewritten in not less than 12-point font and have minimum one-inch margins. The narrative portion of the SOQ which shall not exceed a total of forty (40) pages. Attachments, in a 8-1/2 X 11 format, may include materials, résumés of key staff, certifications, awards, plans, sketches, environmental documents, photographs of recent relevant projects, published material and other optional or required documents are not included in the forty (40) page limitation. The original SOQ and required copies shall be submitted in separate three ring binders.
- 7) The SOQ box or envelopes must be plainly marked with the RFQ title and number, your firm's name and address, and be marked "**DO NOT OPEN**," as shown in the following example:

**DO NOT OPEN**

Cultural Assessment Review and Reporting

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Attention: Contract Services Unit

Department of Community Services and Development

2389 Gateway Oaks Drive, Suite 100

Sacramento, CA 95833-4246

- 8) SOQs not submitted under sealed cover and marked as indicated will be rejected.
- 9) All SOQs shall include the documents identified in Attachment 1, Required Attachments Checklist. SOQs not including the proper required attachments shall be deemed nonresponsive. A nonresponsive SOQ is one that does not meet the basic SOQ requirements.

- 10) SOQ must be submitted for the performance of all the services described herein. Any deviation from the work shall be deemed nonresponsive.
- 11) SOQ will be considered acceptable only if physically received at the Department of Community Services and Development address listed above. Late submittals will not be considered and will be returned unopened to the sender. Do not assume infallibility when using overnight delivery services. Faxes and electronic submissions will not be accepted.
- 12) A SOQ may be rejected if it is conditional or incomplete or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all SOQ and may waive any immaterial deviation in a proposal. The State's waiver of an immaterial defect shall in no way modify the RFQ document or excuse the Firm from full compliance with all requirements if awarded the agreement.
- 13) Costs incurred for developing SOQ and in anticipation of award of the agreement are entirely the responsibility of the Firm and shall not be charged to the State of California.
- 14) An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 3, Firm Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned SOQ may be rejected.
- 15) A Firm may modify a SOQ after its submission by withdrawing its original SOQ and resubmitting a new SOQ prior to the SOQ submission deadline as set forth in the Key Actions Dates. SOQ modifications offered in any other manner, oral or written, will not be considered.
- 16) A Firm may withdraw its SOQ by submitting a written withdrawal request to the State, signed by the Firm or an agent authorized in accordance with above. A Firm may thereafter submit a new SOQ prior to the SOQ submission deadline. SOQ may not be withdrawn without cause subsequent to SOQ submission deadline.
- 17) As the awarding department, CSD may modify the RFQ prior to the submission date of SOQ by the issuance of an addendum to the original posting of the RFQ. Notice shall be given to all known prospective Firms.
- 18) CSD reserves the right to reject all SOQ for the entire procurement or for particular project tasks. The agency is not required to award an agreement.
- 19) Before submitting a response to this solicitation, Firms should review their responses, correct all errors, and confirm compliance with the RFQ requirements.
- 20) Where applicable, Firms should carefully review the Scope of Work contained in this RFQ. No additions or increases to the agreement amount will be made due to a lack of careful examination of work and specifications.

- 21) More than one SOQ from an individual, firm, partnership, corporation, or association under the same or different names will not be considered.
- 22) The State does not accept alternate contract language from a prospective contractor. A SOQ with such language will be considered a counter SOQ and will be rejected. The State's General Terms and Conditions (GTC 04/2017) are not negotiable.
- 23) No oral understanding or agreement shall be binding on either party.

**C. Evaluation Process**

The selection method for this procurement is a RFQ. This method is being used because Contractor must perform environmental services cultural assessments under the direction and control of a licensed architect.

**Phase I**

At the time of SOQ opening of the submission package, each SOQ will be checked for the inclusion of required information in conformance with the submission requirements of this RFQ. Each SOQ will also be reviewed to determine if the firm meets the minimum experience requirements. SOQ that are determined to be responsive will continue on to Phase II.

**Phase II**

Each responsive SOQ will be scored by a panel of reviewers, first individually and then collaboratively. Reviewers will be CSD employees. Reviewers will review each SOQ and jointly assign a point value based on the scoring criteria listed below.

**Final Scoring**

The award will be based on the Phase II panel scoring. Any available preference points for Target Area Contract Preference Act Program (TACPA) Preference points will be added to the score. The firm with the highest score will be recommended for the posting of the award. If CSD determines that it is in the best interest of the State to make two awards, the highest two scores will be recommended for posting.

The rating categories are on the following two pages:

**D. Selection Criteria**

<b>Each Statement of Qualifications submitted for this proposed professional contract service will be scored on the following criteria:</b>		<b>MAXIMUM POINTS</b>
1.	Professional experience of the firm in relation to the work to be performed. <ul style="list-style-type: none"> <li>• List each person with their role and office location for all staff identified as a part of this proposal.</li> <li>• Identify subcontractors and their staff similarly but separately.</li> </ul>	15
2.	Professional experience of the Principals to be assigned to the project. <ul style="list-style-type: none"> <li>• List the Principals to be assigned to and that will be involved with the project.</li> </ul>	15
3.	Professional experience and training of key personnel. <ul style="list-style-type: none"> <li>• List staff education, certification, and training.</li> </ul>	15
4.	Demonstrated competence and specialized experience of the firm.	15
5.	Nature and quality of completed work.	12
6.	Reliability of firm and continuity of proposed firm's staff and subcontractors with firm.	12
7.	Firm's workload and demonstrated ability to meet schedules.	10
8.	Location of firm office(s) for project coordination and services.	6

**Subtotal Cost Proposal .....100**

**TOTAL POSSIBLE POINTS BEFORE PREFERENCE..... 100**

**TACAP Possible Points ..... 3**

**Target Area Contract Preference Act (TACPA):** Vendors who have provided proof of qualification for the TACPA Program will have the 60 points for Cost Detail Items 1) and 2) increased by 5% (No more than 3 Points).

**TOTAL POSSIBLE POINTS AFTER PREFERENCE ..... 103**

Please note: No preference in the qualifications category will be given to Small Business firms under the contracting law set up for professional services (Architectural, Engineering, Environmental Services, etc.) contracts.

**E. Notice of Award**

- 1) Notice of the proposed award shall be posted in a public place in the office of the Department of Community Services and Development, 2389 Gateway Oaks Drive Ste 100, Sacramento, 95833 and on CSD's Internet site at [www.csd.ca.gov](http://www.csd.ca.gov) for five working days prior to awarding the agreement.
- 2) California law does not require a protest or appeal process against award decisions made through the RFQ method. Respondents submitting a response to this RFQ may not protest or appeal the award. The Department's award decisions shall be final.

**F. Disposition of Qualifications**

- 1) Upon SOQ opening, all documents submitted in response to this RFQ will become the property of the State of California, and they 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.
- 2) SOQ packages may be returned only at the Firm's expense, unless such expense is waived by the awarding agency.

**G. Negotiation Process**

- 1) CSD will provide the successful firm with written instructions for the fee negotiations to allow the fee negotiations to proceed in an orderly fashion. Negotiations will begin within 14 days after the successful firm has been notified of its selection or upon receipt of the cost proposal. The contractor will be notified if additional time is necessary to begin fee negotiations.
- 2) Upon the completion of fee negotiations, CSD and the firm will proceed to execute a contract so that the contract may be completed by CSD within 45 days. The Contractor will be notified if additional time is necessary to complete the contract. CSD and firm will work together to ensure the successful delivery of the requested services in a timely fashion.
- 3) If CSD is unable to negotiate a satisfactory contract with the firm considered to be the most qualified, negotiations with that firm shall be terminated and fee negotiations shall be undertaken with the second most qualified firm (and then the third most qualified, if necessary). If the agency is unable to negotiate a satisfactory contract with any of the top three most qualified firms, the agency shall have exclusive right to revisit previous negotiations or select additional firms in order of their competence and qualification and continue fee negotiations until an agreement is reached.

**H. Agreement Execution and Performance**

- 1) The Firm shall have current staff available to begin work immediately on this time-sensitive project, so the availability of Firm's staff and subcontractors on this project will be an important selection factor. The State recommends that the SOQ clearly delineate the person(s) that will be responsible for managing the services and specify the ability and resources to complete projects under constrained schedules.
- 2) Should the Firm fail to commence work at the agreed-upon time, the awarding agency, upon five days written notice to the Firm, reserves the right to terminate the agreement. In addition, the Firm shall be liable to the State for the difference between Firm's SOQ price and the actual cost of performing work by the second lowest Firm or by another contractor.
- 3) All performance under the agreement shall be completed on or before the termination date of the agreement.
- 4) The State does not accept alternate contract language from a prospective contractor. A SOQ with such language will be considered a counter SOQ and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- 5) Firm shall maintain required general liability, automobile liability, workers' compensation and professional liability insurance which remain active for the term of this Agreement. The State's insurance requirements are not negotiable.
- 6) No oral understanding or agreement shall be binding on either party.

**6. PREFERENCE/INCENTIVE PROGRAMS**

Information about qualifying for State of California preference programs can be found at the Internet web sites listed below:

Target Area Contract Preference Act (TACPA)

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf>

7. **REQUIRED ATTACHMENTS**

**ATTACHMENT 1**  
**REQUIRED ATTACHMENTS CHECKLIST**

A complete SOQ package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or “X” next to each item that you are submitting to the State. For your SOQ to be responsive, all required attachments must be returned. This checklist should be returned with your SOQ package also.

<b><u>Attachment</u></b>	<b><u>Name/Description</u></b>
_____ Attachment 1	Required Attachments Checklist
_____ Attachment 2	Written statement of firm’s qualifications
_____ Attachment 3	Firm Certification Sheet
_____ Attachment 4	Secretary of State Certification identifying California legal operating name
_____ Attachment 5	Payee Data Record, STD. 204 <a href="http://www.dgs.ca.gov/ofam/Forms.aspx">http://www.dgs.ca.gov/ofam/Forms.aspx</a>
_____ Attachment 6	Contractor Certification Clauses (CCC-04/2017). The CCCs can be found on the Internet at <a href="https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language#@ViewBag.JumpTo">https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language#@ViewBag.JumpTo</a> . Page 1 must be signed and submitted prior to the award of the agreement, but it is not required if the Firm has submitted this form to the awarding agency within the last three years.
_____ Attachment 7	Darfur Contracting Act Certification
_____ Attachment 8	<b>*If applicable:</b> Target Area Contract Preference Act (TACPA) - <a href="https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf">https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf</a>
_____ Attachment 9	Iran Contracting Act Certification
_____ Attachment 10	Civil Rights Certification
_____ Attachment 11	Most Recent Audited Financial Statement

**ATTACHMENT 2**

**WRITTEN STATEMENT OF FIRM'S QUALIFICATIONS**

To include, at minimum, in this order:

- A. Written SOQ that is responsive to the SOQ Selection Criteria. Firms shall respond in writing indicating how they believe their qualifications and experience fulfill the requirements of this criteria. The SOQ may also include additional materials in 8-1/2 X 11 format illustrating plans, sketches, environmental documents, photographs of recent relevant projects, published materials, and awards.
- B. All licensed professionals – provide license number or copy of license for all state-licensed professionals that may be part of Contractor team.
- C. Resumes for key personnel.
- D. Federal Form 330 Parts I & II for the firm and Federal Form 330 Part II for any proposed subcontractors.

**ATTACHMENT 3**

**FIRM CERTIFICATION SHEET**

This Firm Certification Sheet must be signed by a person authorized to contractually bind the proposing firm and returned with the “required attachments” as an entire package with one (1) original to include original signatures on at least one complete SOQ binder and three (3) copies.

The signature affixed hereon and dated certifies compliance with all the requirements of this SOQ document. The signature below authorizes the verification of this certification.

**An Incomplete or Unsigned Firm Certification Sheet May Be Cause For Rejection.**

1. Company Name	2. Telephone Number ( )	2a. Fax ( )
3. Address		
Indicate your organization type: 4. <input type="checkbox"/> Sole Proprietorship      5. <input type="checkbox"/> Partnership      6. <input type="checkbox"/> 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. Firm's Name (Print):	11. Title:	
12. Signature:	13. Date:	

**Completion Instructions for Firm Certification Sheet**

Complete the numbered items on the Firm Certification Sheet by following the instructions below.

<b>Item Numbers</b>	<b>Instructions</b>
<b>1, 2, 2a, 3</b>	Must be completed. These items are self-explanatory.
<b>4</b>	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.
<b>5</b>	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.
<b>6</b>	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.
<b>7</b>	Enter your federal employee tax identification number.
<b>8</b>	Enter your corporation number assigned by the California Secretary of State Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
<b>9</b>	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.
<b>10, 11 12, 13</b>	Must be completed. These items are self-explanatory.

**ATTACHMENT 4**

**SECRETARY OF STATE CERTIFICATION IDENTIFYING CALIFORNIA LEGAL  
OPERATING NAME**

Attach the Secretary of State Certification with firm's California legal operating name.



**ATTACHMENT 6**

**CCC 04/2017 - Contractor Certification Clauses. Effective 4/4/2017**

Refer to the internet website, <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language#@ViewBag.JumpTo>

**Contractor Certification Clause CCC 04/2017 CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

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

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
  - 1. the dangers of drug abuse in the workplace;
  - 2. the person's or organization's policy of maintaining a drug-free workplace;
  - 3. any available counseling, rehabilitation and employee assistance programs; and,
  - 4. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
  - 1. receive a copy of the company's drug-free 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: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

**NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**

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

**CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

**EXPATRIATE CORPORATIONS:**

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

**SWEATFREE CODE OF CONDUCT:**

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

**DOMESTIC PARTNERS:**

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

**GENDER IDENTITY:**

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

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

### **CONFLICT OF INTEREST:**

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

#### **a) Current State Employees (PCC 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.

#### **b) Former State Employees (PCC 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. (PCC 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. (PCC 10430 (e))

### **LABOR CODE/WORKERS' COMPENSATION:**

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

### **AMERICANS WITH DISABILITIES ACT:**

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

CONTRACTOR NAME CHANGE:

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

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

RESOLUTION:

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

AIR OR WATER POLLUTION VIOLATION:

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

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

**ATTACHMENT 7**

**DARFUR CONTRACTING ACT CERTIFICATION**

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

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

**OPTION #1 - CERTIFICATION**

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

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

<i>Company/Vendor 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>

**OPTION #2 – WRITTEN PERMISSION FROM DGS**

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a SOQ for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a SOQ, bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or SOQ pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

**ATTACHMENT 8**

**TARGET AREA CONTRACT PREFERENCE ACT**

Please attach the Target Area Target Area Contract Preference Act (TACPA) \*If applicable  
<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf>

**ATTACHMENT 9**

**IRAN CONTRACTING ACT CERTIFICATION**

**Public Contract Code sections  
2202-2208**

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iranian Contracting Act, 2010, can be found at:

[Department of General Services Procurement Division Iran Contracting Act List \(https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses#@ViewBag.JumpTo\)](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses#@ViewBag.JumpTo).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i>	

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i>	

**ATTACHMENT 10**

**CIVIL RIGHTS CERTIFICATION**

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

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

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

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

**ATTACHMENT 11**

**MOST RECENT AUDITED FINANCIAL STATEMENT**