

**Required Attachment Checklist**

**A complete proposal submission will consist of all the required items identified below, including this checklist. Complete this checklist to confirm the items in your proposal packet. Place a check mark or "X" next to each item that you are submitting.**

- Required Attachment Checklist (cover sheet)**

**Proposal Submission Template**

- Section 1: Proposer Information**

- Section 2: About the Proposed Training**

- Budget Table

**Section 3: Additional RFP Documents**

- Attachment 1: Additional Contractor Responsibilities
- Attachment 2: Proposer References
- Attachment 3: Proposal/Proposer Certification
- Attachment 4: Payee Data Record (STD 204)
- Attachment 5: Contractor's Certification Clauses
- Attachment 6: Darfur Contracting Act
- Attachment 7: Bidder Declaration
- Attachment 8: Small Business/Micro Business Certification Letter (Optional)

**USB Flash Drive**

- Digital copy of the RFP Proposal (Word document)
- Digital copy of the Budget (Excel spreadsheet)
- Video sample(s) (Either a web link in a document or MP4 file)

## Section 1: Proposer Information

1. **Organization Name:** Beluga Arts

2. **Proposal Contact Name:** Roman Sanchez

**Title:** Artistic Director

**Phone:** 760-777-7777

**Email:** roman@belugaarts.org

3. **Are you a certified Small Business?**  Yes  No

*If you are a small business, refer to Section 3 (Attachment 8) for more information.*

4. **Is your organization fiscally sponsored?**  Yes  No

*If your organization is fiscally sponsored, provide the Fiscal Organization Name.  
City of Robinville Office of Arts & Culture*

5. **About the Proposing Organization**

*Tell us about your organization. You may include your mission statement, but it is not required. We are more interested in how your organization lives up to its values through the work you are currently doing or have done in the past. (500 word maximum)*

Beluga Arts is a grassroots organization that provides arts education in the areas of performing arts, folk arts, and cinematic arts to the city of Robinville's most systemically underserved populations: veterans, people with disabilities, and the indigenous communities. Our values lay in the belief that arts serve as a tool to uplift stories, remember our pasts, and serve as a catalyst in healing and transformation. Common themes in our classes include a focus on the process instead of the product, creating a safe space for participants, embracing 'mistakes', and the opportunity to learn from one another because of our unique lived experiences. Many of our participants have a close relationship with the carceral system – most first-hand. Our staff, teaching artists, and trainers uphold the belief that the systems that exist in our state and county harm our students and their families. Beluga Arts strives to be an opportunity to shift this culture, both in the work we do with our students and in our activism within our community.

6. **How does the culture of your organization address the root causes of systemic racism and/or support equity-building?**

*Tell us how your organization is led by people directly impacted by the problems your organization and/or the proposed training intends to address. (500 word maximum)*

One of the plethora side effects of systemic racism is not allowing BIPOC communities and families to have access to high quality arts education. Beluga Arts strives to break this barrier by offering all of our programming free of charge to BIPOC families.

Within our staff and teaching artists, we operate in a non-hierarchical structure we refer to as “pods”. The pods structure, similar to an ensemble, allows all staff to serve in different roles and capacities, if they wish, in order to empower their perspective and illustrate transparency in all decision-making. These are qualities that purposefully directly oppose common operational foundations found in Predominately White Institutions.

**7. Proposing Organization’s Annual Budget**

*This section is for data collection purposes. Include only your organization’s annual budget information.*

# of Staff at your organization: 3

Current Fiscal Year Budget: \$11,916

Previous Fiscal Year Budget: \$8,004

## **Section 2: About Proposed Training**

*Reminder you must complete this section for every training topic your organization will submit a proposal for.*

**1. Select the proposed training topic:**

- Arts Facilitators Best Practices
- Race and Equity
- Restorative and Transformative Justice
- Strategic Partnerships

**2. Biographies of the staff and trainer(s) to be compensated through this proposal.**

*Please do not include resumes. Keep each biography to a 300 word maximum.*

Roman Sanchez, Lead Trainer

Roman Sanchez is a documentary filmmaker, photographer, art therapist, and community healer. He received a B.A. in Cinematography from UCLA and an M.F.A. in Applied Arts from The Juilliard School. Recent documentaries of his include: The Struggles of Mexican Teens, Climate Change's Impacts On The Cherokee Nation, and Autism: The Spectrum. His history in building community and partnerships can be seen through his work in raising \$1 Million for scholarships for the California Latinx Fund, expanding Beluga Arts' programming to assist in the Robinville Chamber of Commerce's Driving Safety training modules, and establishing a partnership with Jeep to obtain used cars at a low price for Veterans and the indigenous community. For this project, he will create, plan, and facilitate the training.

Eddie Ybarra, Assistant Trainer

Eddie Ybarra is a theatremaker, author, and teaching artist. He received a B.F.A. in Musical Theatre and a B.A. in Business Administration from San Diego State University. He is a co-founder of the non-profit, No More Cages, and owner of the Ybarra Haberdashery franchise. For this project, he will assist Roman in the creation of curriculum and lead the technical aspects of the training.

Cleo Edwards, Chief Financial Officer

Cleo Edwards is an Accountant with a Certificate in Non-Profit Accounting from Florida State University. She has provided accounting services for non-profits, franchises, churches, and private schools. She is skilled in Quickbooks, Accounts Payable/Receivable, Audits, and implementation of endowments. For this project, she will oversee the budgets and payments to trainers and students.

**3. All trainings must be completed virtually, do you have experience leading a training via the web?**

- Yes  No

**4. What are the Learning Outcomes of the training you are proposing?**

*Describe the skills and knowledge training participants will learn by the completion of the training. Include up to 10 bullet points.*

- Identify different sectors in your community
- Create a strategic plan for starting meaningful relationships and eventual partnerships with other stakeholders
- Understand the financial gain and responsibility strategic partnerships uphold
- Understand the ability to grow and/or expand programming as a result of strategic partnerships
- Identify different tiers of community stakeholders
- Understand how to create a dialogue-based pitch
- Leave the training having obtained a valuable new network of peers

**5. Provide an overview of the training.**

*What activities does your training curriculum include? Tell us how your training incorporates the AIC program values. (500 word maximum)*

People experiencing incarceration deserve more than respect, they also deserve the same types of opportunities including, but not limited to, access to well-paying jobs, education, family and friendships, mental health services, entertainment, among many other human rights. Strategic Partnerships provide an opportunity for Arts in Corrections Coordinating Organizations to think creatively with their programming – how they can grow or expand and also how to create sustainable income streams to ensure their work continues.

Specifically, this training will provide foundations and examples of strategic partnerships involving arts organizations and/or organizations serving within the carceral system. Coordinating Organizations will then identify if they are an organization who could benefit from: growing new revenue streams, increasing programming, expanding initiatives, etc.

Participants will then apply some principles and tools from “Circles of Networks” to identify what actions need to be taken in order to achieve those goals, taking into consideration their geographic location, community, and budget size. These identifiers will help in crafting a draft of a Plan targeting how to establish a meaningful relationship and eventual partnership.

Part of this Plan will include a dialogue-based pitch, which participants will learn how to craft.

## 6. Budget

As you complete your budget, remember:

- Maximum proposed total budget is \$25,000
- Your budget must include stipends for training participants, totaling a minimum of \$5,000 to maximum of \$10,000.
- Include budget notes as much as possible.

[Download the Excel Budget Example and Template here.](#) Include your printed budget table after this section.

7. **USB:** Submit a relevant video sample that demonstrates your training style, skills, and experience—along with a digital copy of your proposal as a Word document.

DIRECT LABOR COSTS (Salary and Fringe Benefits)		Hours	Hourly Rate	Total	Budget Notes for line item
Roman Sanchez, Lead Trainer	100.0	\$ 75	\$7,500	Includes preparation work for a training tailored specifically for the prison arts field.	
Eddie Ybarra, Assistant Trainer	100.0	\$ 75	\$7,500	Return resident. Ahmed will provide consulting services for the development of the curriculum and will assist with the training.	
Project Intern	20.0	\$ 50	\$1,000	Will assist the trainers throughout the project.	
Cleo Edwards, Chief Financial Officer	10.0	\$ 75	\$750	Will oversee the project contract.	
OTHER DIRECT COSTS		Total	Budget Notes for line item		
Zoom Video Pro with Webinar		\$90	Premium service with webinar function for three months during the training period.		
Training Participant Stipends		\$5,000	Will give priority to participants from smaller organizations and BIPOC teaching artists.		
Presenter Fee		\$300	We will have three presenters on Restorative Justice throughout the training. Each will be paid a \$100 stipend.		
Certificates of Completion		\$200	Certificates will be signed by the Executive Director and mailed to each of the participants.		
<b>Total Direct Costs</b>		<b>\$22,340</b>			
INDIRECT COSTS		Total Direct Costs	Overhead %	Total	Budget Notes for line item
Overhead Costs	\$22,340	5.0%	\$1,117		
<b>Indirect Costs Subtotal</b>		<b>\$1,117</b>			
<b>GRAND TOTAL</b>		<b>\$23,457</b>			
ADJUSTED COST POINTS					
Item	Number	Budget Notes for line item			
Number of Training Hours Provided to Training Participants	20	Training would be for 2 hours a week over the course of ten weeks.			
Number of Training Participants	95	With the Zoom Webinar selected we have a maximum of 100 training participants. The other participants of the webinar would be the training team.			
<b>\$12</b>		<b>Hourly Cost Per Participant</b>			

Budget line items under "Other Direct Costs"	
Allowed	NOT Allowed
Materials and Supplies	Travel
Training Participant Stipend	Food

Formula for "Adjusted Cost Points"
$\frac{\text{Grand Total} \times \text{Training Hours Provided to Training Participants}}{\text{Number of Training Participants}} = \text{Hourly Cost Per Participant}$

## **Section 3: Additional RFP Documents**

### **ATTACHMENT 1: ADDITIONAL CONTRACTOR RESPONSIBILITIES**

#### **1. Administration**

- a) The Contractor shall provide materials and supplies associated with the AIC programming; the State shall not pay for or supply materials outside the contract.

#### **2. Personnel**

- a) The Contractor will provide professional, competent, skilled staff.
- b) Contractor staff responsible for training must possess the knowledge, skills, and abilities to deliver the training.

#### **3. Cultural Competency, Equity, and Inclusion**

- a) The Contractor shall operate a culturally competent program that responds to people of all cultures, disabilities, ethnicities, genders, languages, sexual orientations, socio-economic classes and any other of factors in a manner that recognizes, affirms, and values their worth.
- b) The Contractor will demonstrate an awareness and understanding of the ways socio-economic, systemic, and institutional barriers have prevented the full participation of some groups from the creation, participation, and enjoyment of art. Contractors will ensure their organization's policies, practices, and actions are culturally competent, equitable, and inclusive, and improve the root causes of disparities within our society.

#### **4. Performance Measures**

The Contractor's performance shall be documented by the CAC program staff. The CAC staff, in consultation with CDCR, will provide an assessment of programming to the Contractor. If the CAC identifies deficiencies or non-compliance, the Contractor shall be required to complete and return a CAP and monitor timely compliance with required actions. The Contractor will complete a final report at the end of the contract, as administered by the CAC.

#### **5. Failure to Perform Services**

Should the Contractor fail to adequately perform the services under the terms of the Agreement and CDCR policies and procedures, the Contractor shall not be permitted to continue to perform services. The CAC and/or CDCR shall state in writing the reasons the Contractor does not meet the Agreement standards and/or CDCR policies and procedures.

The CAC will not be required to pay the Contractor for any hours worked by personnel during the period of inadequate performance. The Contractor is required to comply with any CAP issued as a result of a performance evaluation. Failure to provide and/or improve services within the timeframe established in the CAP may result in sanctions for non-compliance. Continued failure may result in a termination of the Agreement.

## **6. Sanctions for Non-Compliance**

The Contractor shall be evaluated for compliance. If the Contractor is out of compliance, the Contractor may be subject to one or more of the following sanctions:

- a) An in-depth program assessment with a CAP to remedy deficiencies.
- b) A CAP requiring mandatory assessment and training provided by the CAC, a training organization identified by the CAC, CDCR, or a technical assistance contractor identified by CDCR. The costs of the technical or training assistance may be charged to the Contractor.
- c) Reimbursement to the State for costs incurred by the Contractor's failure to perform.
- d) When the Contractor is out of compliance, the CAC may, in its discretion, withhold up to 10 percent of the charges for the work which is out of compliance, as security for the correction of that deficiency. When the Contractor recovers compliance, the amount withheld will be remitted with the next invoice.
- e) Termination of the Agreement.

## **7. Additional Provisions**

### **Budget Contingency Clause - State**

- a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to the Contractor to reflect the reduced amount.

### **Budget Contingency Clause - Federal**

- a) It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- b) This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the **fiscal year 2020-21** for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- c) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- d) The department has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

#### **Disputes Resolution**

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. The Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. If this Contract is for information technology Goods and/or services, the decision may be appealed to the Executive Committee of State and Contractor personnel.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. The Contractor's failure

to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.

- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

**Amendments**

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.

Signature of Proposer:

A handwritten signature in cursive script, appearing to read "Roman Sany", is written over a horizontal line. The signature is fluid and extends slightly beyond the line on both sides.

## **ATTACHMENT 2: PROPOSER REFERENCES**

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

List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract. If three references cannot be provided, please explain why on an attached sheet of paper.

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### **REFERENCE 1**

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Name of Firm Mayor George Jimenez	City Robinville	State CA	Zip 99999
Street Address 333 ABC Street			
Contact Person		Telephone Number 999-999-9999	
Dates of Service Jan 2016 - Feb 2016		Value or Cost of Service \$5,500	

**Brief Description of Service Provided**

Consulting services in the areas of artistic partnerships the Mayor's Office could establish to enhance his campaign.

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### **REFERENCE 2**

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Name of Firm Nutella Inc.	City Robinville	State CA	Zip 99999
Street Address 123 Candy Lane			
Contact Person Nathan Nutella		Contact Person	
Dates of Service July 2016 - September 2016		Value or Cost of Service \$6,000	

**Brief Description of Service Provided**

Consulting services in the area of brand awareness and community engagement to expand sales and assist in longevity.

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### **REFERENCE 3**

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Name of Firm Hacienda Market	City Robinville	State CA	Zip 99999
Street Address 909 Rose Avenue.			
Contact Person Mary Topete		Contact Person	
Dates of Service Nov 2019 - Feb 2020		Value or Cost of Service \$9,750	

**Brief Description of Service Provided**

Created marketing materials including: new logo, fliers, postcards, business cards, letterhead, window decals, merchandise, and outline for a new website.

**ATTACHMENT 3: PROPOSAL/PROPOSER CERTIFICATION**

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

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

1. Company Name Beluga Arts	2. Telephone Number (760) 777-7777	2a. Fax Number (916) 777-7770
3. Address 123 Sesame Street, Robinville, CA 99999		
Indicate your organization type:		
4. <input checked="" 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. 55-5555-55	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print) Roman Sanchez		11. Title Artistic Director
12. Signature 		13. Date 10/2/20 Click or tap to enter a date.
Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. California Small Business Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, enter certification number: _____		b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, enter your service code below: _____
<b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is checked "Yes".		
Date application was submitted to OSBCR, if an application is pending:		

## Instructions for Completion of Proposal/Proposer Certification

Complete the numbered items on the Proposal/Proposer Certification 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's 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.
<b>14</b>	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 OSBCR.

**ATTACHMENT 4: PAYEE DATA RECORD (STD 204)**

Your proposal packet must include a completed Payee Data Record. This form is required to set up your organization as a vendor in our financial system. No payment will be made without a Payee Data Record on file.

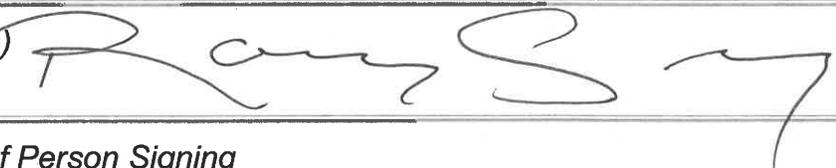
[Click here to download the Payee Data Record \(STD 204\)](#)



**ATTACHMENT 5: CONTRACTOR'S CERTIFICATION CLAUSES**

**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> Beluga Arts		<i>Federal ID Number</i> 55-55555-55
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Roman Sanchez		
<i>Date Executed</i> 10/2/2020	<i>Executed in the County of</i> Robinson	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs;
    - and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,
    - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible

for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the 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.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1 and is eligible to contract with the State of California.
6. SWEATFREE CODE OF CONDUCT:
  - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
  - b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

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

7. **DOMESTIC PARTNERS:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
8. **GENDER IDENTITY:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

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

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

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

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

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

2. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
  - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
  - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
  - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not another state agency or other governmental entity.

## **ATTACHMENT 6: DARFUR CONTRACTING ACT**

Proposer must complete, sign and submit the Darfur Contracting Act Certification, which can be found on the internet, [here](#).

**DARFUR CONTRACTING ACT CERTIFICATION**

DGS PD 1 (Rev. 12/19)

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

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

<i>Company/Vendor Name (Printed)</i> Beluga Arts	<i>Federal ID Number</i> 33 - 33333 - 33
<i>By (Authorized Signature)</i> 	<i>Date</i> 10/2/20
<i>Printed Name and Title of Person Signing</i> Roman Sanchez, Artistic Director	

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

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

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

<i>Company/Vendor Name (Printed)</i> <b>Beluga Arts</b>	<i>Federal ID Number</i> <b>33 - 3333 - 33</b>
<i>By (Authorized Signature)</i> 	<i>Date</i> <b>10/2/20</b>
<i>Printed Name and Title of Person Signing</i> <b>Roman Sanchez, Artistic Director</b>	

## **ATTACHMENT 7: BIDDER DECLARATION**

Proposer must complete, sign and submit the Bidder Declaration form (GSPD.105) as part of their proposal packet. The form can be accessed at, [here](#).

## BIDDER DECLARATION

**1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):**

- a.** Identify current California certification(s) (MB, SB, NVSA, DVBE): \_\_\_\_\_ or None  (If "None," go to Item #2)
- b.** Will subcontractors be used for this contract? Yes  No  (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c.** If you are a California certified DVBE: (1) Are you a broker or agent? Yes  No   
 (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes  No  N/A

**2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):**

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>

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