

|                                |                                  |
|--------------------------------|----------------------------------|
| <b>Fiscal Agent:</b>           | NOVA Workforce Development Board |
| <b>Regional Planning Unit:</b> | Bay Peninsula                    |
| <b>Project Name:</b>           | Bay Area Equity Collaborative    |

| <b>Grant Workplan (Activities &amp; Outcomes)</b><br>If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc...<br><br>For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project                                 | <b>Estimated Completion Dates</b> |
|---|-----------------------------------|
| Quarter 1: December 2022 (1 month only)   |                                   |
| Project team orientation and organization, contract development and execution, establish weekly meeting for core project team (Sites 1-4)<br>Estimated completion date: February 15, 2023 (ESTIMATED COMPLETION DATES IN COLUMN C IS MALFUNCTIONING)  |                                   |
| Quarter 2: January 1, 2023 - March 31, 2023   |                                   |
| Contract development and execution, weekly team meetings, commence quarterly all hands meetings with project team, RPU directors and college deans to review progress and recommend mid-course corrections. Participant outreach and enrollment. Training commences (Sites 1-4) Fiscal lead reports to CWDB as requested. Activities ongoing throughout grant period. |                                   |
| Quarter 3: April 1, 2023 - June 30, 2023  |                                   |
| Technical and career navigation training at colleges and RPU boards. Targeted employer outreach and engagement commences. Participant outreach and enrollment. Weekly team meetings. Quarterly all hands meeting. (Sites 1-4)   |                                   |
| Quarter 4: July 1, 2023 - September 30, 2023  |                                   |

| <b>Grant Workplan (Activities &amp; Outcomes)</b><br>If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc...<br><br>For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project | <b>Estimated Completion Dates</b> |
|---|-----------------------------------|
| Training. Participant outreach and enrollment. Employer outreach. Weekly team meetings. Quarterly all hands meeting. (sites 1-4)  |                                   |
| Quarter 5: October 1, 2023 - December 31, 2023  |                                   |
| Training. Participant outreach and enrollment. Employer outreach and engagement. Weekly team meetings. Quarterly all hands meeting. (sites 1-4)   |                                   |
| Quarter 6: January 1, 2024 - March 31, 2024   |                                   |
| Commence job placement activities. Training. Participant outreach and enrollment. Employer outreach and engagement. Weekly team meetings. Quarterly all hands meeting. (sites 1-4)  |                                   |
| Quarter 7: April 1, 2024 - June 30, 2024  |                                   |

| <p><b>Grant Workplan (Activities &amp; Outcomes)</b><br/>                     If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc...<br/><br/>                     For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project</p> | <p><b>Estimated Completion Dates</b></p> |
|---|--|
| <p>Job placement. Training. Participant outreach and enrollment. Employer outreach and engagement. Weekly team meetings. Quarterly all hands meeting. (sites 1-4)</p>   |  |
| <p>Quarter 8: July 1, 2024 - September 30, 2024</p>   |  |
| <p>Commence credential exams. Job placement. Training. Participant outreach and enrollment. Employer outreach and engagement. Weekly team meetings. Quarterly all hands meeting. (sites 1-4)</p>  |  |
| <p>Quarter 9: October 1, 2024 - December 31, 2024</p>   |  |
| <p>Credential exams. Job placement. Training. Participant outreach and enrollment. Employer outreach and engagement. Weekly team meetings. Quarterly all hands meeting. (sites 1-4)</p>   |  |
| <p>Quarter 10: January 1, 2025 - March 31, 2025</p>   |  |
| <p>Credential exams. Job placement. Training. Participant outreach and enrollment. Employer outreach and engagement. Weekly team meetings. Quarterly all hands meeting. (sites 1-4)</p>   |  |
| <p>Quarter 11: April 1, 2025 - June 30, 2025</p>  |  |

| <p><b>Grant Workplan (Activities &amp; Outcomes)</b><br/>                     If there is more than one project, then list each set of activities per quarter by Site 1, Site 2, Site 3 etc...<br/><br/>                     For RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include activities for your portion of project</p> | <p><b>Estimated Completion Dates</b></p> |
|---|--|
| <p>Participant outreach and enrollment early in quarter and then completed on April 30. Training. Credential exams. Job placement. Employment outreach and engagement. Post-grant sustainability planning commences with all partners including employers. Weekly team meetings. Quarterly all hands</p>  |  |
| <p>Quarter 12: July 1, 2025 - September 30, 2025</p>  |  |
| <p>Program evaluation completed on September 20. Final quarterly all hands meeting on September 15. All training completed on August 1. Weekly team meetings end on September 26. Post-grant sustainability plans implemented on September 26.</p>  |  |

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|--------------------------------|--------------------------------------|
| <b>Fiscal Agent:</b>           | NOVA Workforce Development Board     |
| <b>Regional Planning Unit:</b> | Bay Peninsula                        |
| <b>Project Name:</b>           | Bay Area Equity Collaborative (BAEC) |

| <b>Organization</b><br><i>(List entities on your team)</i>   | <b>Individuals with Expertise</b><br><i>(Provide Name and Title)</i> | <b>Roles</b><br><i>(Role within the Partnership)</i>                   | <b>Responsibilities</b><br><i>(Specific tasks/duties expected to complete as a function of the role)</i>   | <b>Leverage Amount</b><br><i>(In-kind and/or Cash)</i> |
|--|--|--|--|--|
| <b>INCLUDE ALL PARTNERS (INCLUDING FISCAL AGENT)</b>   |  |  |  |  |
| <b>If there are multiple projects then identify partners by Site 1, Site 2, Site 3, etc..</b>  |  |  |  |  |
| <b>RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include information for your portion of project</b> |  |  |  |  |
| <b>Local Workforce Development Boards</b>  |  |  |  |  |
| NOVA WDB   | Luther Jackson, Project Mgr.   | fiscal lead, RPU partner oversight and reporting, college coordination | Coordination with colleges and leveraging relationships with CBOs and other community partners. Influencing college curriculum. Facilitating employer relationships. ALL AMOUNTS IN COLUMN E ARE LEVERAGE. | \$25,000.00  |
| SF OEWD  | Orrian Willis  | RPU partner, oversight and reporting, college coordination             | Coordination with colleges and leveraging relationships with CBOs and other community partners. Influencing college curriculum. Facilitating employer relationships.                                       | \$200,000.00   |
| work2future  | Lawrence Thoo  | RPU partner, oversight and reporting, college coordination             | Coordination with colleges and leveraging relationships with CBOs and other community partners. Influencing college curriculum. Facilitating employer relationships.                                       | \$55,000.00  |
|  |  |  |  | \$0.00   |
|  |  |  |  | \$0.00   |

|   |                                 |                                       |   |              |
|---|---------------------------------|---------------------------------------|---|--------------|
|   |                                 |                                       |   | \$0.00       |
|   |                                 |                                       |   | \$0.00       |
| <b>Community Colleges and Adult Education Schools</b> |                                 |                                       |   |              |
| Gavilan College                                       | Susan Sweeney, Interim Dean     | College partner                       | Curriculum development, training, student outreach, employer engagement                   | \$200,000.00 |
| City College of San Francisco                         | John Halpin, Associate Dean     | College partner                       | Curriculum development, training, student outreach, employer engagement                   | \$36,000.00  |
| College of San Mateo                                  | Alex Kramer, Workforce Director | College partner                       | Curriculum development, training, student outreach, employer engagement                   | \$100,000.00 |
| Mission College                                       | Clement Lam, Dean               | College partner                       | Curriculum development, training, student outreach, employer engagement                   | \$25,000.00  |
|   |                                 |                                       |   | \$0.00       |
|   |                                 |                                       |   | \$0.00       |
|   |                                 |                                       |   | \$0.00       |
|   |                                 |                                       |   | \$0.00       |
|   |                                 |                                       |   | \$0.00       |
| <b>Employers</b>                                      |                                 |                                       |   |              |
| California Life Sciences                              | TBD                             | Industry association/Employer partner | Provision of labor market intelligence, informing college curriculum, hiring participants | \$0.00       |
| Applied Materials                                     | TBD                             | Employer partner                      | Provision of labor market intelligence, informing college curriculum, hiring participants | \$0.00       |
| <b>Twilio</b>   | <b>TBD</b>                      | Employer partner                      | Provision of labor market intelligence, informing college curriculum, hiring participants | \$0.00       |
| LinkedIn  | TBD                             | Employer partner                      | Provision of labor market intelligence, informing college curriculum, hiring participants | \$0.00       |

|  |                              |                     |   |              |
|--|------------------------------|---------------------|---|--------------|
| TEKSystems   | TBD                          | Employer partner    | Provision of labor market intelligence, informing college curriculum, hiring participants | \$0.00       |
|  |                              |                     |   | \$0.00       |
| <b>Worker Representatives</b>                                |                              |                     |   |              |
|  |                              |                     |   | \$0.00       |
|  |                              |                     |   | \$0.00       |
|  |                              |                     |   | \$0.00       |
| <b>Environmental and Environmental Justice Organizations</b> |                              |                     |   |              |
|  |                              |                     |   | \$0.00       |
|  |                              |                     |   | \$0.00       |
|  |                              |                     |   | \$0.00       |
| <b>Non-Profit and Community Based Organizations</b>          |                              |                     |   |              |
| Samaritan House  | Bart Charlow, CEO            | CBO partner         | Providing access to diverse talent  | \$0.00       |
| Bay Area Video Coalition                                     | TBD                          | CBO partner         | Subject matter expertise and data administration  | \$0.00       |
| Goodwill of Silicon Valley                                   | Trish Dorsey, Vice President | CBO partner         | Providing access to diverse talent  | \$0.00       |
|  |                              |                     |   | \$0.00       |
|  |                              |                     |   | \$0.00       |
| <b>Other</b>   |                              |                     |   |              |
| ACCEL adult school consortium                                | K'Ryn Holder-Jackson         | Educational partner | Providing access to diverse talent and building talent pipelines to BAEC initiative       | \$0.00       |
|  |                              |                     |   | \$0.00       |
|  |                              |                     |   | \$0.00       |
|  |                              |                     |   | \$0.00       |
|  |                              |                     | <b>Total</b>  | \$641,000.00 |

|                                |                                  |
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| <b>Regional Planning Unit:</b> | Bay Peninsula                    |
| <b>Project Name:</b>           | Bay Area Equity Collaborative    |

**RPU's with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include expenditures for your portion of project**

| Budget Line Item                             | Admin* (10% Cap)    | Program               | Grant Request Total   | Leveraged Amount    | Total Funds           | Source of Leverage Fund | Type of Leverage Fund   |
|--|---------------------|-----------------------|-----------------------|---------------------|-----------------------|-------------------------|---|
| 1 Staff Salaries and Fringe Benefits         | \$87,793.00         | \$512,188.00          | \$599,981.00          | \$25,000.00         | \$624,981.00          | WIOA                    | <input type="checkbox"/> Cash <input checked="" type="checkbox"/> In-Kind |
| 2 Staff Travel                               | \$0.00              | \$0.00                | \$0.00                | \$0.00              | \$0.00                |                         | <input type="checkbox"/> Cash <input type="checkbox"/> In-Kind            |
| <b>3 Operating Expenses</b>                  |                     |                       |                       |                     |                       |                         |   |
| Facilities Rent                              | \$0.00              | \$0.00                | \$0.00                | \$0.00              | \$0.00                |                         | <input type="checkbox"/> Cash <input type="checkbox"/> In-Kind            |
| Office Supplies                              | \$0.00              | \$0.00                | \$0.00                | \$0.00              | \$0.00                |                         | <input type="checkbox"/> Cash <input type="checkbox"/> In-Kind            |
| Communications                               | \$0.00              | \$0.00                | \$0.00                | \$0.00              | \$0.00                |                         | <input type="checkbox"/> Cash <input type="checkbox"/> In-Kind            |
| Other  | \$21,948.00         | \$128,048.00          | \$149,996.00          | \$0.00              | \$149,996.00          |                         | <input type="checkbox"/> Cash <input type="checkbox"/> In-Kind            |
| <b>4 Equipment Purchases &amp; Furniture</b> |                     |                       |                       |                     |                       |                         |   |
| Purchases                                    | \$0.00              | \$0.00                | \$0.00                | \$0.00              | \$0.00                |                         | <input type="checkbox"/> Cash <input type="checkbox"/> In-Kind            |
| Leases                                       | \$0.00              | \$0.00                | \$0.00                | \$0.00              | \$0.00                |                         | <input type="checkbox"/> Cash <input type="checkbox"/> In-Kind            |
| 5 Instructional Materials and Supplies       | \$0.00              | \$0.00                | \$0.00                | \$0.00              | \$0.00                |                         | <input type="checkbox"/> Cash <input type="checkbox"/> In-Kind            |
| 6 Tuition Payments/Vouchers                  | \$0.00              | \$0.00                | \$0.00                | \$0.00              | \$0.00                |                         | <input type="checkbox"/> Cash <input type="checkbox"/> In-Kind            |
| 7 Training Costs                             | \$0.00              | \$0.00                | \$0.00                | \$0.00              | \$0.00                |                         | <input type="checkbox"/> Cash <input type="checkbox"/> In-Kind            |
| 8 Work Experience Wages - WEX                | \$0.00              | \$0.00                | \$0.00                | \$0.00              | \$0.00                |                         | <input type="checkbox"/> Cash <input type="checkbox"/> In-Kind            |
| 9 Supportive Services                        | \$0.00              | \$0.00                | \$0.00                | \$0.00              | \$0.00                |                         | <input type="checkbox"/> Cash <input type="checkbox"/> In-Kind            |
| 10 Indirect Costs*                           | \$50,023.00         |                       | \$50,023.00           | \$0.00              | \$50,023.00           |                         | <input type="checkbox"/> Cash <input type="checkbox"/> In-Kind            |
| 11 Other Program Services                    | \$0.00              | \$0.00                | \$0.00                | \$0.00              | \$0.00                |                         | <input type="checkbox"/> Cash <input type="checkbox"/> In-Kind            |
| 12 Contractual Services                      | \$0.00              | \$800,000.00          | \$800,000.00          | \$616,000.00        | \$1,416,000.00        | Various                 | <input type="checkbox"/> Cash <input checked="" type="checkbox"/> In-Kind |
| <b>Budget Total</b>                          | <b>\$159,764.00</b> | <b>\$1,440,236.00</b> | <b>\$1,600,000.00</b> | <b>\$641,000.00</b> | <b>\$2,241,000.00</b> |                         |   |

|  | Total Cost     |
|--|----------------|
| <b>Admin &amp; Indirect Costs Total*</b> | \$159,764.00   |
| <b>Program Total</b>                     | \$1,440,236.00 |
| <b>Grant Budget Total</b>                | \$1,600,000.00 |



|                                |                                  |
|--------------------------------|----------------------------------|
| <b>Fiscal Agent:</b>           | NOVA Workforce Development Board |
| <b>Regional Planning Unit:</b> | Bay Peninsula                    |
| <b>Project Name:</b>           | Bay Area Equity Collaborative    |

**RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include information for your portion of project**

| <b>1. Staff Salaries and Benefits</b>   |   |                  |  |   |
|---|---|------------------|--|---|
| <b>Job Titles of Staff; Roles and Responsibilities</b>  | <b>Salaries<br/>(FTE x Monthly Salary x Months<br/>Allocated to Project)</b>  | <b>Benefit %</b> | <b>Total Benefits<br/>(Salaries x<br/>Benefit %)</b> | <b>Total<br/>Salaries<br/>(Salaries +<br/>Benefits)</b> |
| <b>EXAMPLE-DO NOT INCLUDE IN CALCULATIONS</b>   |   |                  |  |   |
| Case Manager- Coordinates services and supports for RERP participants linking them to training and appropriate placement                              | \$32,400.00   | 24%              | \$7,776.00   | <b>\$40,176.00</b>                                      |
| Regional Organizer - Convenes grant project teams, reporting to CWDB, engaging regional partners in grant, supporting participant outreach activities | \$189,196.00  | 58.7%            | \$ 111,058.00  | <b>\$300,254.00</b>                                     |
| Career Advisor - coordinates services and supports for RERP participants linking them to training and appropriate placement                           | \$82,380.00   | 58.7%            | \$ 48,357.00   | <b>\$130,737.00</b>                                     |
| Program Supervisor - Supervision and support for Career Advisor and community partners  | \$29,498.00   | 58.7%            | \$ 17,315.00   | <b>\$46,813.00</b>                                      |
| Eligibility Specialist - Performs eligibility functions, participant data entry & tracking  | \$14,986.00   | 58.7%            | \$ 8,797.00  | <b>\$23,783.00</b>                                      |
| MIS Administrator - CalJOBS data uploads, Participant reporting   | \$6,680.00  | 58.7%            | \$ 3,921.00  | <b>\$10,601.00</b>                                      |
| Contracts Analyst - Contract administration/analysis, performance review, budget vs actual reconciliation   | \$25,497.00   | 58.7%            | \$ 14,967.00   | <b>\$40,464.00</b>                                      |
| Accountant - Contractor Invoice review & payment, financial reporting   | \$29,823.00   | 58.7%            | \$ 17,506.00   | <b>\$47,329.00</b>                                      |
|   |   |                  |  | <b>\$0.00</b>   |
| <b>Subtotal</b>   |   |                  |  | <b>\$599,981.00</b>                                     |
| <b>Budget Line Item</b>   | <b>Narrative Details</b>  |                  |  | <b>Budget<br/>Amount</b>                                |
| <b>2. Staff Travel</b>  |   |                  |  | <b>\$0.00</b>   |
| <b>3. Operating Expenses</b>  |   |                  |  |   |
| <b>Facilities Rent</b>  |   |                  |  | <b>\$0.00</b>   |
| <b>Office Supplies</b>  |   |                  |  | <b>\$0.00</b>   |
| <b>Communications</b>   |   |                  |  | <b>\$0.00</b>   |
| <b>Other</b>  | Cost Allocation for direct department Operating Expense. Expense includes facilities, maintenance, security, computer/copier usage phones, internet, supplies, etc. Estimated at 25% of total |                  |  | <b>\$149,996.00</b>                                     |
| <b>4. Equipment Purchases &amp; Furniture</b>   |   |                  |  |   |
| <b>Purchases</b>  |   |                  |  | <b>\$0.00</b>   |
| <b>Leases</b>   |   |                  |  | <b>\$0.00</b>   |
| <b>5. Instructional Materials and Supplies</b>  |   |                  |  | <b>\$0.00</b>   |
| <b>6. Tuition Payments/Vouchers</b>   |   |                  |  | <b>\$0.00</b>   |
| <b>7. Training Costs</b>  |   |                  |  | <b>\$0.00</b>   |
| <b>8. Work Experience Wages - WEX</b>   |   |                  |  | <b>\$0.00</b>   |
| <b>9. Supportive Services</b>   |   |                  |  | <b>\$0.00</b>   |

|   |   |  |                     |
|---|---|--|---------------------|
| <b>10. Indirect Costs</b>                   | City of Sunnyvale Indirect Cost rate of 6.67% applied to non-contractual services. Base = Salaries \$599,981 + OpEx 149,996 = \$749,977. base. Base of \$800,000*6.67% = \$50.023 |  | <b>\$50,023.00</b>  |
| <b>11. Other Program Services</b>           |   |  | <b>\$0.00</b>       |
| <b>12. Contractual Services</b>             | Contracts for services provided by partners workforce boards and community colleges. See exhibit 9  |  | <b>\$800,000.00</b> |
| <b>Total Budget Amount of Awarded Fund:</b> |   |  | <b>#####</b>        |

| <b>Fiscal Agent:</b>   | NOVA Workforce Development Board |  |  |                        |
|--|----------------------------------|--|--|------------------------|
| <b>Project Name:</b>   | Bay Area Equity Collaborative    |  |  |                        |
| <b>If there are multiple projects provide a breakdown per Site number</b>  |                                  |  |  |                        |
| <b>RPUs with more than five Local Boards - if your agency is acting as a sub-regional Fiscal Agent, only include information for your portion of project</b> |                                  |  |  |                        |
| <b>Name of Contractor</b>  | <b>Organization Type</b>         | <b>Services Provided</b>                                     | <b>Participants Served (If applicable)</b> | <b>Funds Allocated</b> |
| SF OEWD  | local workforce board            | Coordination with colleges and leveraging relationships with | forty individuals                          | \$350,000.00           |
| work2future  | local workforce board            | Coordination with colleges and leveraging relationships with |  | \$300,000.00           |
| Gavilan College  | community college                | Curriculum development, training, student outreach,          | forty                                      | \$50,000.00            |
| College of San Mateo   | community college                | Curriculum development, training, student outreach,          | forty                                      | \$50,000.00            |
| Mission College  | community college                | Curriculum development, training, student outreach,          | forty                                      | \$50,000.00            |
|  |                                  |  |  | \$0.00                 |
|  |                                  |  |  | \$0.00                 |
|  |                                  |  |  | \$0.00                 |
|  |                                  |  |  | \$0.00                 |
| <b>Total</b>   |                                  |  |  | <b>\$800,000.00</b>    |

**The undersigned in submitting this document hereby certifies the following:**

I am aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured again liability for workers' compensation or to undertake self-insurance in accordance with such provision before commencing the performance of the work of this Agreement.

Signature:

Name and Title (Print of Type):

Date:

Firm Name:

Street Address:

City, State, Zip:



**Certification**

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

Contractor/Bidder Firm Name (Print):

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Federal ID Number:

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Authorized by (Signature):

---

Printed Name and Title (of Authorized Individual):

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Date Executed:

---

Executed in County of:

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**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 (<https://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.



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; 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.

Contractor/Bidder Firm Name (Print):

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Federal ID Number:

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Authorized by (Signature):

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Print Name and Title of Person Singning:

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Date Executed:

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Executed in County of:

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### 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 the best interest of the state. If you are a scrutinized company that has obtained written permission from 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.



Contractor/Bidder Firm Name (Print):

Federal ID Number:

Authorized by (Signature):

Print Name and Title of Person Signing:

A completed copy of the Bidder Declaration form must be included with your response for each grant. The form can be found on the Department of General Services website at the following address:

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

