

# **Invitation for Bid (IFB)**

## **California Department of Education Personnel Division**

### **Ergonomic Consulting Services IFB Number CN110044**

**Bid Due Date:**

Wednesday, June 15, 2011, 4:00 p.m.

**Public Bid Opening:**

Friday, June 17, 2:00 p.m.

**Contract Period: July 11, 2011 through June 30, 2012**

**One-Year Option to Renew: July 1, 2012 through June 30, 2013**

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**Ergonomic Consulting Services**

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## GENERAL INFORMATION

### I. PURPOSE:

The California Department of Education (hereinafter referred to as CDE) is soliciting bids from potential bidders to provide ergonomic consulting services to assess CDE employees' workstations to prevent work related injuries on an "as needed" basis, in accordance with the specifications contained herein this Invitation for Bid (IFB). The contract period is from July 11, 2011 – June 30, 2012. This contract includes 1 one-year option to renew.

### II. ELIGIBLE BIDDERS:

Public or private corporations, agencies, organizations, associations, or individuals may submit a sealed bid in response to this IFB. The bidder must be legally constituted and qualified to do business within the State of California (registered with the California Secretary of State). With the exception of bidders whose legal status precludes incorporation (i.e. public agencies, sole proprietorships, and partnerships), bidders that are not fully incorporated by the deadline for submitting sealed bids will be disqualified.

### III. IFB DOCUMENTS:

**Any conflicts, omissions or errors in the IFB or questions concerning clarification or interpretation of the IFB, shall be brought to the attention of Timothy Burkhart by phone at 916-319-0204 or by e-mail at [TBurkhart@cde.ca.gov](mailto:TBurkhart@cde.ca.gov). The CDE reserves the right to rephrase or not answer any questions submitted.**

The CDE reserves the right to amend or modify the IFB document prior to the final bid submittal date identified herein by issuing an addendum to all parties. The CDE will not be bound by verbal representations or interpretations.

The CDE reserves the right to cancel or modify this IFB, in whole or in part, prior to the award of any contract. The CDE may waive any immaterial deviation or defect in a bid proposal. The CDE's waiver of a deviation or defect shall in no way modify the IFB documents or excuse the contractor from full compliance with the IFB specifications if awarded the contract.

If you would like to request a copy of this IFB in an alternate format, including Word, please contact Tamie Thompson, Contract Analyst by phone at 916-323-7508, or by e-mail at [TThompson@cde.ca.gov](mailto:TThompson@cde.ca.gov).

### IV. BID DOCUMENTS AS PUBLIC RECORD:

All bids and related documents submitted in response to this IFB become the property of the State of California and are considered public record subject to disclosure upon request, pursuant to Government Code Section 6250 et seq. All contracts and all attachments will become public record.

**V. BID SUBMISSION:**

Each bidder shall submit to the CDE a sealed bid meeting the specifications described in this IFB. Bidders are required to return two copies; (1) set of bid documents which must bear the original signature of the individual authorized to do so, and one (1) copy of the bid documents. The bid shall be returned in a sealed envelope marked "**SEALED BID – Ergonomic Consulting Services - DO NOT OPEN.**" To prevent premature opening, place sealed bid envelope within an envelope addressed as follows:

**California Department of Education  
Personnel Services Division  
Timothy Burkhart  
1430 N Street, Suite 1802  
Sacramento, CA 95814**

**SEALED BID – Ergonomic Consulting Services - DO NOT OPEN**

The deadline for submission of sealed bids is Wednesday, **June 15, 2011, at 4:00 p.m.**

The bids will be publicly opened and read on Friday, **June 17, 2011, at 2:00 p.m., at the California Department of Education, 1430 N Street, Suite 2213, Room A, in Sacramento, California 95814.**

In a closed session, following the bid opening and reading, the CDE will review the apparent low bid to determine if the low bidder is responsible and responsive to the IFB. Bids not received at the location by the date and time specified will not be accepted. Postmark date will not constitute delivery. It is the bidder's responsibility to ensure that the bid is received at the location specified by the bid deadline.

By submitting a bid, prospective bidders certify that they meet all qualifications specified herein and agree to comply with all terms and conditions of this IFB. After announcement of the apparent successful bidder, there will be no negotiations of the terms and conditions of this IFB or the bidder's submitted proposal between the CDE and the apparent successful bidder.

Bids shall not be qualified. Any bid response modifying the conditions of the IFB will be rejected. Bids submitted must be complete in all respects and may be rejected if incomplete or contain irregularities of any kind.

The State does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected

The cost of bid development is the responsibility of the prospective bidder and shall not be chargeable to the CDE.

A bidder may withdraw its bid at any time prior to the date and time of bid opening by submitting a request in writing. A new bid package may be submitted prior to the date and time of bid opening. Written withdrawal of bidder's bid will not be accepted after the

date and time of bid opening. Withdrawals requested by telephone or fax are not acceptable.

Clarification may be requested from the Contracts Office at any phase of the evaluation process for the purpose of clarifying ambiguities in the information presented in the bid response.

Any failure by the bidder to acquaint itself with available information will not relieve them from responsibility for estimating properly, the difficulty, or cost of successfully performing the work.

**The bid package must include the following required forms:**

**Exhibit B.1 - Contractor's Bid Form** must be completed and submitted with an original signature by the individual legally authorized to bind the bidder. Proposal form must contain the proposed bid cost for **Total Monthly Rate**.

**Exhibit B.2 - Contractor's Bid Form** must be completed and submitted with an original signature by the individual legally authorized to bind the bidder. Proposal form must contain the proposed bid cost for **Total Monthly Rate**.

**Attachment 1 – Small Business Preference Sheet** must be completed and submitted with an original signature by the individual legally authorized to bind the bidder. A copy of the certification letter from Office of Small Business and DVBE Services (OSDS), or print out from OSDS website must also be included, if applicable.

The California State Department of Office of Small Business and DVBE Services (OSDS) certified small business bidders shall be granted a preference consisting of five percent (5%) of the lowest responsive/responsible bid submitted by a bidder who is not certified by the OSDS as a small business. If you are an OSDS certified small business and are claiming the preference, you must submit a copy of your OSDS certification letter or provide a print out from the OSDS website with your bid response. Failure to submit a copy of your OSDS certification letter for the industry appropriate for this bid will not be cause for bid rejection; however, preference for small business will not be considered or granted for your bid.

**Attachment 2 – Contractor Certification Clauses (CCC-307)** must be signed and dated with an original signature.

**Attachment 4 – Payee Data Record (Std. 204)** must be fully completed and dated with an original signature.

**Attachment 5 – Certification of Workers' Compensation Insurance** must be signed and submitted as a condition of receipt of the contract.

**Attachment 6 – Darfur Contracting Act Certification OR Attachment 7 – Darfur Contracting Act Supplemental** must be signed and dated with an original signature.

**Attachment 8 – Required Attachment Checklist** must be fully completed.

**Attachment 9 – Occupational Therapist License** must be submitted for any person(s) conducting work under this agreement.

**Attachment 10 – Additional Set**, which includes (1) copy of all bid documents/required attachments.

**VI. IFB SCHEDULE:**

<b>Activity</b>	<b>Action Date</b>
<b>Invitation for Bid Advertisement</b>	Thursday, June 2, 2011
<b>Bids Due</b>	Wednesday, June 15, 2011 at 4:00 pm PDT/PST
<b>Public Bid Opening</b>	Friday, June 17, 2011 at 2:00 pm PDT/PST
<b>Contract Start date</b>	Monday, July 11, 2011

**VII. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION GOALS:**

Section 10115 et seq. of Public Contract Code, and Section 999 et seq. of the Military and Veterans Code requires a goal of three percent (3%) for Disabled Veteran Business Enterprise (DVBE) participation for all contracts on an agency-wide basis of \$25,000.00 and over unless exempted due to the services provided.

CDE **WILL NOT** require DVBE participation for this contract.

**VIII. DVBE INCENTIVE OPTION:**

In accordance with Section 999.5(a) of the Military and Veterans Code, an incentive will be given to bidders who provide DVBE participation. The incentive amount for awards based on the lowest responsive/responsible bid received will vary in conjunction with the percentage of DVBE participation. The incentive is only given to those bidders who are responsive to the DVBE Program Requirements and DVBE participation in the resulting contract. The following table represents the percentages that will be applied:

<i>Confirmed DVBE Participation of:</i>	<i>DVBE Incentive:</i>
100% (prime contractor)	5%
Over 3%	4%
3%	3%

In order to receive the incentive all bidders must document DVBE participation commitment by completing and submitting the Bidder Declaration (GSPD-05-105) with the Bid. The GSPD-05-105 can be accessed at: <http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf> (Outside Source). When completing the declaration, bidders must identify all subcontractors proposed for participation in the contract.

**IX. BASIS OF AWARD:**

The contract shall be awarded on the basis of the responsive/responsible bidder submitting the lowest average Grand Total for ergonomic consulting services as stated on the Contractor's Bid Forms, Exhibit B.1 and B.2, The lowest average Grand Total will

be computed by adding the Grand Total from each of the two bid forms and then dividing the amount by two.

Charges for the contractor's operating expenses such as: transportation, fuel, parking, equipment rental, and/or any other overhead expenses must be included as part of the bidder's hourly service rate.

All bid responses must comply with the requirements outlined below. Failure to do so will disqualify the bid. If it is determined not to be in the best interest of the State, the State reserves the right to not award a contract in response to this IFB.

**THE STATE RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

The method that shall be used as a "tie-breaker" in the event of a two-way (or more) tie of the responsive/responsible lowest bid will be to place the names of the bidders in a container. The first name drawn will be the proposed awardee. The remaining bidder(s) name(s) will be drawn sequentially and noted in case, upon validation, the proposed awardee selected through the tie-breaking process is unacceptable.

Small business bidders, meeting the IFB specifications, shall have precedence over non-small business bidders in that the application of any bidder preference for which non-small business bidders may be eligible under any other provision of law shall not result in the denial of the award to a small business bidder.

In the event of a precise tie between the low responsible bid of bidder meeting the specifications of a small business, and the low responsible bid of a bidder meeting the specifications of a disabled veteran-owned small business, the contract shall be awarded to the veteran-owned small business.

Upon written request by any bidder who has submitted a bid, notice of the proposed award shall be posted in a public place in the offices of the contracting agency at least five working days prior to awarding the contract.

**X. OPTIONS TO RENEW:**

This contract will expire on June 30, 2012 however, the CDE may exercise the option to renew the contract for an additional one-year agreements.

Costs for the first one-year option to renew (July 1, 2012 – June 30, 2013) shall be computed in accordance with the Contractor's Bid Form, Exhibit B.2. If the State elects to renew the agreement with the contractor, the Contract Monitor will notify the contractor of the option to renew in January of 2012.

**XI. CONTRACT AWARD PROTEST PROCEDURES:**

If prior to the award, any bidder files a protest with the agency against the awarding of the contract on the grounds that it is the lowest responsive/responsible bidder meeting the specifications of the Invitation for Bid, the contract shall not be awarded until either the protest has been withdrawn or the Department of General Services (DGS) has decided the matter. Protests shall be limited to those bases specified in *Public Contract Code*

section 10378 (Attachment 3 describes the protest procedures to be followed by a bidder filing a protest). The protest shall be sent to:

Department of General Services  
Office of Legal Services  
ATTN: Protest Coordinator  
707 3rd Street  
West Sacramento, CA 95605  
FAX: (916) 376-5088

California Department of Education  
Contracts Office  
ATTN: Margie Burke, Contract Officer  
1430 N Street, Suite 2213  
Sacramento, CA 95814  
FAX: (916) 327-8306



## EXHIBIT A

### SCOPE OF WORK

#### A. BACKGROUND:

Pursuant to the Collective Bargaining Agreements, Labor Codes 6400, 6401, 6401.7, and the California Code of Regulations, Title 8, Section 5110, Repetitive Motion Injuries and Section 3203, Injury and Illness Prevention, the CDE is requesting ergonomic consulting services to assess CDE employees' workstations to prevent work related injuries.

#### B. CONTRACTOR'S RESPONSIBILITIES:

The Contractor must:

1. Schedule an ergonomic evaluation with the CDE employee within three days of the CDE's request by e-mail or phone. The Contractor will be provided with the CDE employee's contact information so that an ergonomic evaluation can be scheduled over the phone or by email. The ergonomic evaluation should be completed within seven (7) days of the CDE's initial request.
2. Evaluate the CDE employee's assigned workstation.
3. Interview the CDE employee about how he /she perform his/her duties. Gather physical and medical information from the CDE employee which is pertinent only to the ergonomic evaluation. Listen to any specific issues that the employee may have.
4. Have the CDE employee demonstrate how he/she performs normal work duties (i.e. standing, sitting, keying, etc).
5. Measure proportional distances of the CDE employee with the equipment he/she uses to perform his/her work.
6. Verbally advise employee on proper ergonomics. Make immediate minor ergonomic changes and explain to employee why changes are necessary. Minor ergonomic changes are defined as ergonomic changes within the existing work space that would not require new equipment. (I.E. adjust existing chair, adjust height of monitor, etc.)
7. Complete a report that includes all recommendations given to the CDE employee whom was evaluated. The report should be submitted to the CDE's Contract Monitor within ten (10) working days from the completed ergonomic evaluation. The written report must include the following:
  - i. Name of the CDE employee, e-mail address, phone number, division name, and workstation/cubicle

- ii. Physical and medical information that is pertinent only to the ergonomic evaluation (i.e. eyeglasses used when keying, etc)
  - iii. Job description with essential tasks functions summary (i.e. percentage of time spent on each task during normal workday, time sitting and standing, time spent on the phone, time spent keying, etc)
  - iv. Explanation of employee's current layout of workstation. Explanation should include the following: type of furniture that is used, where equipment is situated in the workstation, any prior ergonomic adjustments that may have been made, and any obstacles to an ergonomic setup.
  - v. Recommended workstation modifications which may include, but not limited to, the following:
    - Proper posture
    - Ergonomic computer items (i.e. keyboard, mouse, trackball, etc)
    - Phone headsets
    - Footrests
    - Chair
    - Monitor position
    - Height adjustments of desk, chairs, drawers, etc
    - Any other workstation needs
  - vi. Recommended administrative controls (i.e. what employee was advised ergonomically, what major ergonomic changes need to be made, etc). If ergonomic items need to be ordered, suggest appropriate models which meet the needs of the CDE employee.
  - vii. Provide a justification if the Contractor feels a follow-up ergonomic evaluation is necessary. No follow-up ergonomic evaluations should be provided without the CDE Contract Monitor's pre-approval
8. Be able to provide a follow-up ergonomic evaluation, when and if requested by the CDE Contract Monitor. Follow-up evaluations requested by the CDE Contract Monitor may be due to a change in the CDE employee's medical needs, a new workstation, and/or modified work duties.
  9. Notify the CDE Contract Monitor if they feel it appropriate to schedule a follow-up evaluation. A justification must be provided to the CDE Return to Work Coordinator and no services should be provided without pre-approval.
  10. Provide ergonomic consulting services consistent with Cal/O.S.H.A. guidelines and the State of California guidelines at <http://www.documents.dgs.ca.gov/dgs/telework/dpahandb.pdf>.
  11. Uphold the confidentiality of all employee information, written reports, and evaluations in order to protect against unauthorized disclosure.

### **C. BIDDER'S MINIMUM QUALIFICATIONS:**

The Contractor (and any of its employees conducting work under this agreement), must:

1. Possess a valid Occupational Therapist License.
2. Have a minimum of three years experience providing the ergonomic consulting services contained in Exhibit A, Scope of Work.
3. The Contractor must be legally constituted and qualified to do business within the State of California (registered with the California Secretary of State). With the exception of bidders whose legal status precludes incorporation (i.e. public agencies, sole proprietorships, and partnerships).

## EXHIBIT B

### **BUDGET DETAIL AND PAYMENT PROVISIONS**

#### **I. INVOICING AND PAYMENT:**

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this agreement. The unit rate bid cost shall include all costs, wages, benefits, allowances, materials, equipment, and Contractor's expenses incurred in the performance hereof.

Invoices shall include the Agreement Number and shall be submitted in arrears, not more frequently than monthly in duplicate to the appropriate sites representative:

**California Department of Education  
Personnel Services Division  
Timothy Burkhart  
1430 N Street, Suite 1802  
Sacramento, CA 95814**

#### **II. BUDGET CONTINGENCY CLAUSE:**

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

#### **III. PAYMENT:**

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

**CONTRACTOR'S BID FORM  
ERGONOMIC CONSULTING SERVICES**

**July 11, 2011 through June 30, 2012**

The undersigned contractor hereby proposes to provide ergonomic evaluations upon request by the Return to Work Coordinator for any CDE employee located at the headquarters office at 1430 N St, Sacramento, CA, 95814. The bid amounts include any travel fees, written reports, and parking fees associated with each ergonomic evaluation, in accordance with the Terms and Conditions contained herein this Invitation for bid, at the following prices per ergonomic evaluation:

DESCRIPTION	RATE	* NUMBER OF TIMES PER YEAR	TOTAL
Ergonomic Evaluation	\$ _____	X 86	\$ _____
Follow-Up Evaluation	\$ _____	X 15	\$ _____
<b>GRAND TOTAL</b>			<b>\$ _____</b>

\* The number of ergonomic evaluations is for bid purposes only. This number may increase or decrease. Ergonomic evaluations will be scheduled by the CDE on an "as needed" basis.

**An unsigned bid form may result in disqualification.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_ Contractors' License # \_\_\_\_\_

Phone Number: ( ) \_\_\_\_\_ Federal ID #: \_\_\_\_\_

**Questions regarding completion of this form should be brought to the attention of Timothy Burkhart, by phone at 916-319-0204, or by e-mail at, [TBurkhart@cde.ca.gov](mailto:TBurkhart@cde.ca.gov)**

**CONTRACTOR'S BID FORM**  
**ERGONOMIC CONSULTING SERVICES**

**ONE YEAR OPTION TO RENEW – July 1, 2012 through June 30, 2013**

Completing and submitting this form is a requirement of this bid package, but does not guarantee award of the contract period July 1, 2012 – June 30, 2013.

The undersigned contractor hereby proposes to provide ergonomic evaluations upon request by the Return to Work Coordinator for any CDE employee located at the headquarters office at 1430 N St, Sacramento, CA, 95814. The bid amounts include any travel fees, written reports, and parking fees associated with each ergonomic evaluation, in accordance with the Terms and Conditions contained herein this Invitation for bid, at the following prices per ergonomic evaluation:

DESCRIPTION	RATE	* NUMBER OF TIMES PER YEAR	TOTAL
Ergonomic Evaluation	\$ _____	X 86	\$ _____
Follow-Up Evaluation	\$ _____	X 15	\$ _____
<b>GRAND TOTAL</b>			<b>\$ _____</b>

\* The number of ergonomic evaluations is for bid purposes only. This number may increase or decrease. Ergonomic evaluations will be scheduled by the CDE on an "as needed" basis.

**An unsigned bid form may result in disqualification.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_ Contractors' License # \_\_\_\_\_

Phone Number: ( ) \_\_\_\_\_ Federal ID #: \_\_\_\_\_

**Questions regarding completion of this form should be brought to the attention of Timothy Burkhardt, by phone at 916-319-0204, or by e-mail at, [TBurkhardt@cde.ca.gov](mailto:TBurkhardt@cde.ca.gov)**

## EXHIBIT C

### **GENERAL TERMS AND CONDITIONS**

GTC 610 will be incorporated by reference and made part of this Agreement. The GTC 610 document can be viewed at: <http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

## EXHIBIT D

### SPECIAL TERMS & CONDITIONS

#### I. RESOLUTION OF DISPUTES:

If the contractor disputes any action by the project monitor arising under or out of the performance of this contract, the contractor shall notify the project monitor of the dispute in writing and request a claims decision. The project monitor shall issue a decision within 30 days of the contractor's notice. If the contractor disagrees with the project monitor's claims decision, the contractor shall submit a formal claim to the Superintendent of Public Instruction or the Superintendent's designee. The decision of the Superintendent shall be final and conclusive on the claim unless the decision is arbitrary, capricious, or grossly erroneous or if any determination of fact is unsupported by substantial evidence. The decision may encompass facts, interpretations of the contract, and determinations or applications of law. The decision shall be in writing following an opportunity for the contractor to present oral or documentary evidence and arguments in support of the claim. Contractor shall continue with the responsibilities under this Agreement during any dispute.

#### II. LOSS LEADER:

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.



## EXHIBIT E

### ADDITIONAL PROVISIONS

#### **I. RIGHT TO TERMINATE:**

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render services as a result of any action by any governmental authority.

#### **II. CONTRACTOR EVALUATION (Rev. 3/06):**

Within sixty (60) days after the completion of this Agreement, the Project Monitor shall complete a written evaluation of Contractor's performance under this Agreement. If the Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the State Department of General Services, Office of Legal Services, and to the Contractor within 15 working days of the completion of the evaluation.

#### **III. CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT:**

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for Fiscal Year(s) covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

The recipient shall comply with the Single Audit Act and the reporting requirements set forth in OMB Circular A-133.

**IV. COMPUTER SOFTWARE COPYRIGHT COMPLIANCE:**

By signing this agreement, the contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**V. CERTIFICATE OF INSURANCE REQUIREMENTS:**

Liability:

- A. Contractor shall furnish to the California Department of Education, a Certificate of Insurance, issued by the insurance carrier licensed to write liability insurance in the State of California, stating liability is presently in effect for the contractor, of not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage liability combined.
- B. The Certificate of Insurance must provide the following requirements:
  - 1. That the insurer will not cancel the insured's coverage without thirty (30) days prior to written notice to the California Department of Education.
  - 2. The State of California, its officers, agents, employees, and servants are included as insured, but only insofar as the operations under this contract are concerned.
- C. Contractor agrees that the bodily injury liability insurance provided shall be in effect at all times during the term of the contract. In the event insurance coverage expires at any time or times during the term of the contract, the Contractor agrees to provide a new Certificate of Insurance to:

California Department of Education  
Contracts Office  
1430 N Street, Suite 2213  
Sacramento, CA 95814  
Attention: Sueshil Chandra – CN110044
- D. Evidencing coverage as established herein for not less than the number of working days or remainder of the term of the contract, or of a period of not less than one year.
- E. New Certificates of Insurance are subject to the approval of the Department of General Services, Office of Risk and Insurance Management, if required.

The contractor agrees that no work or services shall be performed prior to such approval.

- F. Failure to continuously maintain insurance coverage as herein provided is a material breach of the contract for which, in addition to any other remedy provided by law, the state and/or the California Department of Education, may terminate the contract's control over the work and may proceed with the completion of the work in any manner it deems appropriate.

**VI. WORKERS' COMPENSATION:**

Contractor shall furnish to the CDE a Certificate of Insurance, issued by an insurance carrier licensed to write Workers' Compensation insurance in the State of California that hereby warrants it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If staff provided by the Contractor is defined as independent contractors, this clause does not apply.

**VII. AMENDMENTS:**

The CDE reserves the right to amend the contract under the following circumstances: 1) to add funding for additional ergonomic evaluations and/or 2) to extend the duration of the contract for an additional year (as determined by CDE). Amendment is of no force or effect until signed by both parties and approved by the Department of General Services, if required.

**SMALL BUSINESS (SB) PREFERENCE SHEET**

**NOTICE TO ALL BIDDERS:**

**Small Business and Non-Small Business Subcontractor Preferences**

- a. Small businesses will be granted the five percent (5%) small business preference on a bid evaluation by an awarding department when a responsible non-small business has submitted the lowest-priced, responsive bid or a bid that has been ranked as the highest scored bid pursuant to a solicitation evaluation method described in Section 1896.8, and when the small business:
  - 1. Has included in its bid a notification to the awarding department that it is a small business or that it has submitted to the Department a complete application pursuant to Section 1896.14 no later than 5:00 p.m. on the bid due date, and is subsequently certified by the Department as a small business; and
  - 2. Has submitted a timely, responsive bid; and
  - 3. Is determined to be a responsible bidder.
  
- b. Non-small business bidders will be granted a five percent (5%) non-small business subcontractor preference on a bid evaluation by an awarding department when a responsible non-small business has submitted the lowest-priced responsive bid or a bid that has been ranked as the highest scored bid pursuant to a solicitation evaluation method described in Section 1896.8, and when the non-small business bidder:
  - 1. Has included in its bid a notification to the awarding department that it commits to subcontract at least twenty-five percent (25%) of its net bid price with one or more small business(es); and
  - 2. Has submitted a timely, responsive bid; and
  - 3. Is determined to be a responsible bidder; and
  - 4. Submits a list of the small business(es) it commits to subcontract with for a commercially useful function in the performance of the contract. The list of subcontractors shall include their name, address, phone number, a description of the work to be performed, and the dollar amount or percentage (as specified in the solicitation) per subcontractor.

Are you a California certified small business?  YES  NO

Are you a non-SB subcontracting at least 25% to a California certified SB?  YES  NO

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

A copy of the SB certification letter from OSDs or any proof of certification from the State of California, including an e-mail or a Web site print out must be included.

If you have applied and not yet been formally certified, include the date of application.  
Date applied (if not yet certified): \_\_\_\_\_

CCC-307

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,
    - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the 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 executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot

require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

## **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):

- a. 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.
- b. 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):

- a. 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.
- b. 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.



**PROTEST PROCEDURES FOR INVITATION FOR BIDS**  
(Public Contract Code Section 10343 and 10376)

**1. Notification**

- a. Five working days before making the award, the CDE will notify the lowest bidder by telephone, fax, overnight courier or personal delivery if the contract will be awarded to another bidder.
- b. If prior to the award any bidder files a protest against the awarding of the contract, the contract shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- c. Within five working days after filing the protest, the protesting bidder shall file with the Department of General Services a full and complete written statement specifying the grounds for protest plus the "Invitation for Bid" number, the name of the State agency involved and the agency contract officer.

Protests may be sent by regular mail, fax, courier or personal delivery. Protestants should include their fax number if they have one.

**2. Grounds for Protest**

The lowest responsible bidder meeting the specifications was not awarded the contract.

**3. Procedures**

Procedures for filing protests under this section are:

- a. Disposition of Protests – Following receipt of a protest filed as prescribed, the Department of General Services shall determine whether the protest is to be resolved by written submission of material or by public hearing. (Title 2, California Code of Regulations, Section 1195, et seq.)
- b. Hearing Procedures
  - (1) A hearing shall be conducted by the Office of Administrative Hearings for resolution pursuant to the applicable statutes and regulations. (Public Contract Code, Section 10345)
  - (2) The Office of Administrative Hearings arranges for all hearings to be recorded by a hearing reporter. Any interested party may arrange with the reporter to have a transcript prepared at his or her own costs.
  - (3) All of the costs of the proceeding will be charged to the CDE.

**PAYEE DATA RECORD**

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

STD. 204 (Rev. 6-2003)

<b>1</b>	<p><b>INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.</b></p> <p><b>NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.</b></p>													
<b>2</b>	PAYEE'S LEGAL BUSINESS NAME (Type or Print)													
	SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)		E-MAIL ADDRESS											
	MAILING ADDRESS	BUSINESS ADDRESS												
	CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE												
<b>3</b>	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <table border="1" style="display:inline-table; border-collapse: collapse; text-align:center;"> <tr><td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>					-								<p><b>NOTE: Payment will not be processed without an accompanying taxpayer I.D. number</b></p>
				-										
PAYEE ENTITY TYPE  CHECK ONE BOX ONLY														
<input type="checkbox"/> PARTNERSHIP                      CORPORATION:		<input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)												
<input type="checkbox"/> ESTATE OR TRUST		<input type="checkbox"/> LEGAL (e.g., attorney services)												
		<input type="checkbox"/> EXEMPT (nonprofit)												
		<input type="checkbox"/> ALL OTHERS												
<input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: <table border="1" style="display:inline-table; border-collapse: collapse; text-align:center;"> <tr><td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td><td>-</td><td> </td><td> </td><td> </td><td> </td></tr> </table>					-			-						
			-			-								
(SSN required by authority of California Revenue and Tax Code Section 18646)														
<b>4</b>	<input type="checkbox"/> <b>California resident - Qualified to do business in California or maintains a permanent place of business in California.</b>													
PAYEE RESIDENCY STATUS	<input type="checkbox"/> <b>California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.</b>													
<input type="checkbox"/> <b>No services performed in California.</b>														
<input type="checkbox"/> <b>Copy of Franchise Tax Board waiver of State withholding attached.</b>														
<b>5</b>	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.													
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)		TITLE											
	SIGNATURE	DATE	TELEPHONE ( )											
<b>6</b>	Please return completed form to:													
	Department/Office: _____													
	Unit/Section: _____													
	Mailing Address: _____													
	City/State/Zip: _____													
	Telephone: ( ) _____ Fax: ( ) _____													
E-mail Address: _____														

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE  
**PAYEE DATA RECORD**  
 STD. 204 (Rev. 6-2003) (REVERSE)

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

**Privacy Statement**

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.

All questions should be referred to the requesting State agency listed on the bottom front of this form.

**CERTIFICATION OF  
WORKERS' COMPENSATION INSURANCE**

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"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

**CERTIFICATION**

*I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.*

---

**(COMPANY NAME)**

---

**(NAME OF OFFICIAL)**

---

**(DATE EXECUTED)**

---

**(EXECUTED IN THE COUNTY OF)**

---

**(PROSPECTIVE CONTRACTOR'S SIGNATURE)**

---

**(PROSESPECTIVE CONTRACTOR'S TITLE)**

---

**(PROSPECTIVE CONTRACTOR'S FEDERAL EMPLOYER I.D. NUMBER)**

**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 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.

**However, if this form is not completed, the CO-009 Supplemental form must be completed and submitted with your bid or proposal.**

**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>		<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 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>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

**Darfur Contracting Act Certification  
Supplemental**

I acknowledge that I have read the Darfur Contracting Act Certification/CO-009 form and my company has not, within the previous three years, had any business activities or other operations outside of the United States.

<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>	

**REQUIRED ATTACHMENT CHECKLIST**

CN110044 – Ergonomic Consulting Services

**Bidder Name:** \_\_\_\_\_

Complete this checklist to confirm all required attachments have been included as part of your bid package. Place a check mark or “X” next to each item that you are submitting to the State. For your bid to be responsive, all required attachments, must be returned.

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

(X)	Attachment No.	<u>Attachment Name/Description</u>
<input type="checkbox"/>	Attachment 1	Small Business (SB) Preference Sheet
<input type="checkbox"/>	Attachment 2	Contractor Certification Clauses (CCC 307)
<input type="checkbox"/>	Attachment 4	Payee Data Record (STD 204)
<input type="checkbox"/>	Attachment 5	Certification of Workers Compensation Insurance, Liability Insurance, and automobile insurance
<input type="checkbox"/>	Attachment 6 <u>or</u> Attachment 7	Darfur Contracting Act Certification <u>or</u> Darfur Contracting Act Supplemental
<input type="checkbox"/>	Attachment 8	Required Attachment Checklist
<input type="checkbox"/>	Exhibit B.1, Exhibit B.2, and Exhibit B.3	Contractor's Bid Forms
<input type="checkbox"/>	Attachment 9	Occupational Therapist License
<input type="checkbox"/>	Attachment 10	Additional Set (one (1) <u>copy</u> of all required attachments)