

**Request For Proposal (RFP) – Secondary Method**  
FOR  
**Volunteer Capacity & Technical Assistance Trainer**

**Solicitation No. RFP #VGF19-001**

**July 22, 2020**

State of California



1400 10<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Sacramento, CA 95814

Emailed Proposals Due to [Kaitlin.Meyer@cv.ca.gov](mailto:Kaitlin.Meyer@cv.ca.gov)

No Later Than:

**Wednesday, August 05, 2020**  
**by 5:00 PM Pacific Standard Time (PST)**

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## **BACKGROUND**

The Office of Planning and Research /California Volunteers is the state office tasked with engaging Californians in service, volunteering and civic action to tackle the State's most pressing challenges while lifting up all communities. California Volunteers (CV) administers the AmeriCorps portfolio in California with over 80 programs providing critical services to more than 160,000 Californians annually. Led by the state's Chief Service Officer, Josh Fryday, California Volunteers is supported by a bipartisan 25-member Commission and a team of experts driven by a mission to empower and mobilize all Californians to volunteer and serve in their communities.

## **PURPOSE OF THIS REQUEST FOR PROPOSALS**

California Volunteers has received federal funding from the Corporation for National and Community Service's Volunteer Generation Fund (VGF) to promote and build nonprofit/community-based organizational capacity in California, specifically related to disaster/emergency response and resiliency. California Volunteers received funding through the 2019 [Volunteer Generation Fund](#) competition, a federally awarded grant competition supported through the federally funded Corporation for National and Community Service (CNCS). With volunteers and community-based organizations providing critical services during the COVID-19 pandemic, California Volunteers is looking to invest in building the organizational capacity and volunteer generation mechanisms of these organizations in the state. The purpose of this Request for Proposals (RFP) is to secure a contractor to:

- Support and provide training to, at minimum, 45 community-based organizations (CBOs) focused on capacity building/technical assistance in volunteer management; and
- Compile and submit impact reports to California Volunteers on nonprofit/CBO training.

The maximum amount for this project must not exceed a total of \$45,749.

No work shall begin until approval by the Department of General Services, Office of Legal Services (DGS-OLS) is obtained, if contract approval is required.

Work will continue through September 30, 2020.

## **BIDDER ADMONISHMENT**

This RFP is being conducted under the policies & procedures developed by the State of California's Department of General Services as provided under Public Contract Code Section 12102 et seq. This RFP contains the instructions governing the requirements for a firm quotation to be submitted by interested bidders. The format that bid information is to be submitted and the material to be included therein follows. This RFP also addresses

the requirements that bidders must meet to be eligible for consideration, as well as addressing bidders' responsibilities before and after installation.

**SCOPE OF WORK**

Through this contract:

<b>Tasks/Deliverables</b>	<b>Estimated Timeframe</b>
Start of Contract	September 1, 2020
Conduct CBO Training	September 1 – September 15, 2020
Administer CBO Post-Training Assessment	September 16 – September 18, 2020
Final Report on Training Due	September 30, 2020
End of Contract	

- The proposer will provide a timeline and plan to meet the deliverables outlined below.
- Forty-five (45) Community-Based Organizations (CBOs) will receive training from the proposer focused on capacity building/technical assistance in volunteer management.
- Organizations that receive this training will be evaluated on training outcomes. Therefore, this would require the proposer to provide a pre- and post-assessment for participating organizations to determine training outcomes.
- The training will be directed towards food banks, seeing as these CBOs are at the forefront of mitigating food insecurity made worse by COVID-19.
- California Volunteers will receive impact reports from the proposer including, but not limited to, information on the following: Number of organizations recruited, trained, and the number that report improved capacity/technical assistance as a result of the training. In addition to weekly updates, a final report will be submitted to California Volunteers providing the overall impacts, as they align with VGF performance measures.

**Minimum Qualifications for Proposers**

- Proposer will bring the following competencies considered minimum qualifications for vendors:
  - Proposer has experience working with nonprofits, specifically on nonprofit capacity building and volunteer generation.

- Proposer has experience with disaster volunteer management and general emergency management systems and processes (e.g. Incident Command System (ICS), National Incident Management System, etc.).
- Proposer must have the ability to work extensively with nonprofits and project partners located throughout California.
- Proposer must have been in existence a minimum of five years at the time of proposal submission.
- Proposer must have as a core competency demonstrated direct experience developing and implementing complex volunteer programs for a wide variety of organizations.
- Adequate and appropriately experienced staffing must be in place to successfully carry out this program, or the organization must demonstrate the ability and commitment to contract with paid and/or pro bono staffing to do so.
- Proposer must have demonstrated expertise in the development and delivery of comprehensive curriculum related to volunteer management.
- Proposer must have data collection systems and processes by which to submit regular reports on impacts and metrics for this project.
- Proposer must provide training to, at minimum, 45 community-based organizations (CBOs) focused on capacity building/technical assistance in volunteer management. This includes providing a pre- and post-assessment for participating organizations to determine training outcomes. The training will be directed towards food banks, seeing as these CBOs are at the forefront of mitigating food insecurity made worse by COVID-19.
- Proposer must compile and submit impact reports to California Volunteers on nonprofit/CBO training. This includes providing data on the number of organizations recruited, trained, and the number that report improved capacity/technical assistance as a result of the training. In addition to weekly updates, a final report will be submitted to California Volunteers providing the overall impacts, as they align with VGF performance measures.
- Per Corporation for National and Community Service guidelines, all partner organizations and individuals working on VGF-funded projects must participate in criminal background checks. Contract funds can be used to pay for this.

**Additional Requirements and Reporting**

In addition to the above activities, the Proposer will perform the following:

- Work closely with California Volunteers' lead project supervisor to discuss priorities, timelines, outcomes, and deliverables.
- Ensure communication with other proposers funded through similar California Volunteers' contracts, as projects may coincide with other grants.

**KEY ACTION DATES**

Below is the time schedule for this RFP. The California Volunteers reserves the right to modify or cancel the RFP and/or change dates and times at its sole discretion, prior to the date fixed for submission of proposals, by the issuance of an addendum that will be posted in the California eProcure system of the State of California at: [Cal eProcure](http://Cal eProcure). Any questions regarding the RFP can be emailed to [Kaitlin.Meyer@cv.ca.gov](mailto:Kaitlin.Meyer@cv.ca.gov) during the timer period identified below in the Key Action Dates table.

<b>Event</b>	<b>Date</b>
RFP Available to prospective proposers	7/22/2020, Wed.
RFP Question & Answer (Q&A) Period Open	7/22/2020, Wed.
RFP Q&A Deadline	7/31/2020, Fri.
<b>Deadline for Proposals to be Received by CV</b>	<b>8/05/2020, Wed., 5:00 PM PST</b>
Proposal Opening, Evaluation and Scoring	8/12/2020, Wed.
Notice of Intent to Award	8/19/2020, Wed.
Proposed Award Date	8/27/2020, Wed.
Anticipated Project Start Date	9/01/2020, Tues.
End Date	9/30/2020, Wed.

Expected start date is contingent upon California Volunteers and Proposer agreement of final contract terms, and upon contract approval from the California Department of General Services (DGS) if contract approval is required.

**PROPOSAL INSTRUCTIONS**

**Completing and Submitting the Proposal**

To simplify our review process, we ask that you comply with the format and content requirements detailed in this section. Resumes, samples of work, and letters of support are the only exceptions to this requirement. Proposals which are clear and succinct, and do not substitute length for substance, will be most favorably received.

Due to the COVID-19 pandemic, we are only accepting proposals electronically via email. Please email, as one unified PDF, to [Kaitlin.Meyer@cv.ca.gov](mailto:Kaitlin.Meyer@cv.ca.gov). Correlate major sections of your proposal with the proposal narrative instructions below:

**PROPOSAL NARRATIVE INSTRUCTIONS & SELECTION PROCESS** (Up to 10 double-spaced pages, 12-pt font)

Technical Points (90 points total possible)

The Technical scoring of proposals will measure against the Work Plan (addressing the Proposer Qualifications). A minimum of 70 points must be achieved in this phase to be considered responsive.

Rating/Scoring Criteria	Scoring
1) An overview of the Proposing organization, including but not limited to response to Proposer Qualifications listed below: <ul style="list-style-type: none"> <li>a) The Proposer has been in existence a minimum of five years at the time of proposal submission.</li> <li>b) The Proposer has as a core competency demonstrated direct experience developing and implementing complex volunteer programs for a wide variety of organizations.</li> <li>c) The Proposer has demonstrated expertise in development and delivery of comprehensive curriculum related to volunteer management.</li> </ul>	TOTAL: 40 points  5 points  20 points  15 points
2) Work Plan & Response to the Scope of Work: Identification of each major task, timeline and specific milestones by which progress can be measured and payments made, as identified previously in the Scope of Work.	TOTAL: 35 points
3) A list of all personnel who will be working on the project including their titles and job descriptions, and including response to Proposer Qualifications listed below: <ul style="list-style-type: none"> <li>a) Adequate and appropriately experienced staffing are in place to successfully carry out this program, or the organization must demonstrate the ability and commitment to contract with paid and/or pro bono staffing to do so. This includes program development and implementation staff, in addition to administrative and support staff.</li> </ul>	TOTAL: 15 points

The Total Technical Proposal score is calculated as follows (this is an example only):

Proposer 1    87 points

Proposer 2 90 points  
 Proposer 3 70 points  
 Proposer 4 52 points

Cost/Budget Points (60 points total possible)

Proposers may receive a maximum of 60 cost points. This criterion allows staff to evaluate and compare the budgets of each proposal relative to those of its competitors. The budgeted amount is the maximum allowable amount for this contract in accordance with the State Contracting Manual, Vol. 1, Section 5.25. Each proposer must have completed and submitted Attachment 13, Contractor Cost Sheet. Any proposals submitted that are over the expected expenditure/budgeted amount will be disqualified.

Each Proposer's cost score will be calculated based on the ratio of the lowest cost proposal to the Proposer's cost, multiplied by the maximum number of cost points available, as shown in the calculation below:

$$(\text{Lowest Total Cost Proposal}) \times (60 \text{ Total Cost Points Possible})$$

$$\div \text{Proposer Total Cost}$$

Example: To help illustrate this process, refer to table below, for an example of the cost score calculation process. Cost figures in the example below explain the calculations and have no other significance.

Cost Evaluation (60 Points Possible)

PROPOSER	GRANT TOTAL COST	CALCULATION	COST POINTS AWARDED
1	\$35,000	$\frac{35,000 \times 60}{35,000}$	60
2	\$45,000	$\frac{35,000 \times 60}{45,000}$	46.67
3	\$45,749	$\frac{35,000 \times 60}{45,749}$	45.90

Final Scoring Methodology

PROPOSER	TECHNICAL SCORE (OUT OF 90)	COST SCORE (OUT OF 60)	TOTAL POINTS
1	87	60	147
2	90	46.67	136.67
3	70	45.90	115.90



In this case the highest scored proposal is from Proposer 1, and Proposer 1 would be the intended awardee.

### Administrative Evaluation (Pass/Fail)

During the Administrative Requirements Evaluation, California Volunteers will determine whether the Proposer meets the Minimum Qualifications and is therefore responsible. Only the proposals submitted by responsible Proposers will be evaluated in subsequent Phases. Each proposal will be checked for completeness of all required information and to ensure that the Proposer meets the Minimum Qualifications in conformance with the submission requirements. If the Bidder Declaration form is absent from the proposal submission, the proposal will not pass the administrative evaluation and will not proceed to further scoring. Proposers must ensure that they have included all required attachments.

During this Administrative Evaluation, if an item is unclear or needs further clarification, Proposers may be requested to provide additional clarification and/or documentation, with the exception of the Bidder's Declaration form; this form cannot be submitted after the proposal due date and time as this has the potential to affect the scoring of the evaluation. If the Bidder's Declaration form is not provided, the proposal will be deemed non-responsive for the material deviation and will not continue in the evaluation process. The Minimum Qualifications will be scored on a pass/fail basis. Those who meet the Minimum Qualifications will move on to the Technical Evaluation.

### **SUBMISSION OF PROPOSAL**

- Proposals should provide straightforward and concise descriptions of the Proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of a proposal.
- Proposals should be emailed to [Kaitlin.Meyer@cv.ca.gov](mailto:Kaitlin.Meyer@cv.ca.gov). **The email must have the RFP number in the subject line and the file must be titled with the RFP number and proposer name (For example: VGF19-001-PROPOSER).**
- Hand delivered and mailed proposals are **not** allowed.
- Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- A Proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
- A Proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the Proposer or an authorized agent. A Proposer may thereafter submit a new proposal prior to the proposal submission deadline.

Proposals may not be withdrawn without cause subsequent to proposal submission deadline.

- The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
- No oral understanding or agreement shall be binding on either party.

### **AWARD AND PROTEST**

The scores for each criterion, based on the above rubric are added to get a final proposal score. The proposal receiving the highest score will be awarded the contract. Each bidder will be notified thereafter. Notice of the contract award will be given to each proposer and will be posted for a period of five (5) business days at [www.CaliforniaVolunteers.ca.gov](http://www.CaliforniaVolunteers.ca.gov).

If a proposer feels that the competition or award did not follow State law, a protest may be filed in writing with California Volunteers within 24-hour period (excluding Saturday, Sunday, and legal holidays) following the Notice to Award posting on (8/19/2020) at the address stated on cover page of this RFP. Within 5 days after filing the protest, the protesting proposer shall file with California Volunteers a full and complete written statement specifying the grounds for the protest. The bidder/protester must provide relevant facts and evidence to support their claim that includes citing pertinent laws, rules, regulations or procedures on which the protest is based. CV will stop any further action of the proposed contract award until resolution of the protest proposed award has occurred.

### **PROPOSER RESPONSIBILITIES**

- Proposer should carefully examine the entire RFP, with special attention to the tasks and deliverables. Proposer shall investigate obstacles that might be encountered. No additions or increases to the amount will be made due to lack of careful examination of the requirements, tasks, and/or deliverables.
- Before submitting a response to this RFP, Proposer should review their response, correct all errors, and confirm compliance with the RFP requirements. It is the Proposer's responsibility to complete and submit all required attachments as listed in **Attachment 1, Proposal Checklist**.
- Costs incurred for developing proposals and in anticipation of award of the Agreement are entirely the responsibility of the Proposer and shall not be charged to CV.
- Proposer is responsible to review, read, understand, and comply in full with the State's General Terms and Conditions [GTC 04/2017](#) along with the Contractor's Certification Clauses [CCC 04/2017](#).

- The Proposer must provide evidence to show that members of the Proposer's project team possess the specific qualifications, competence, experience, resources, and business integrity necessary to carry out the work under the contract as expected. Examples of evidence include, but are not limited to resumes, bio sketches, letters of reference, and project summaries that highlight the team's specific experience. Proposer's must complete and submit **Attachment 2, Proposer References Form**. CV staff may contact references as part of the evaluation of proposals.
- The Proposer must own and operate a legitimate business. Prior to the date of Agreement award, the Proposer must be registered and in good standing with the California Secretary of State, if such registration is required by California law. Evidence of registration shall be submitted with the proposal.
- In the event that any license(s) and/or permit(s) expire at any time during the term of the Agreement, Proposer agrees to provide CV a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Proposer fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate the Agreement upon occurrence of such event.
- 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.
- The Proposer must complete, sign and submit to CV page one (1) of **Attachment 3, Payee Data Record (STD 204)**, or the form can be obtained via the internet by clicking [STD 204](#) or at [DGS Website](#). The purpose of this form is to determine if the selected Proposer is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662. No payment under this Agreement shall be made unless a completed STD 204 has been returned to CV.
- The Proposer must complete, sign and submit to CV page one (1) of **Attachment 4, Contractor Certification Clauses (CCC 04/2017)**, or the form can be obtained via the internet by clicking CCC 04/2017(Need new link)or at [DGS Website](#).
- The Proposer must complete, sign and submit to CV the **Attachment 5, California Civil Rights Laws Certification (DGS OLS 04)**, or the form can be obtained via the internet by clicking [DGS OLS 04](#) or at [DGS Website](#).
- The Proposer must complete, sign, and submit to CV the **Attachment 6, Darfur Contracting Act Certification**, as applicable. The form can be obtained via the internet by clicking [Darfur Contracting Act Certification](#) or at [DGS Website](#).
- The Proposer must complete, sign, and submit to CV the **Attachment 7, Iran Contracting Act Certification**, as applicable. The form can be obtained via the internet by clicking [Iran Contracting Act Certification](#) or at [DGS Website](#).

- The Proposer must complete, sign and submit to CV the **Attachment 8, Bidder Declaration (GSP 05-105)**, or the form can be obtained via the internet by clicking [GSPD 05-105](#) or at [DGS Website](#). **PROPOSAL WILL NOT BE ACCEPTED IF THIS REQUIRED FORM IS NOT INCLUDED WITH THE PROPOSAL SUBMISSION.**

## **SIGNATURE**

- All documents requiring signatures contained in the original proposal package must have original signatures.
- Only an individual who is authorized to bind the proposing firm ("Firm") contractually shall sign the required Cover Letter for the proposal. "Firm" is defined as the business entity. The signature must indicate the title or position that the individual holds in the Firm. An unsigned proposal may be rejected.

## **DISPOSITION OF PROPOSALS**

- Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code section 6250, et seq.) and subject to review by the public. The State cannot prevent the disclosure of public documents.

## **SOCIO-ECONOMIC AND PREFERENCE PROGRAMS**

### **1. Disabled Veteran Business Enterprise (DVBE) Incentive**

**This solicitation does not require a minimum amount of DVBE participation.** However, you are strongly encouraged either to become certified, if eligible, or to subcontract a portion of the work to a certified DVBE. If a prime bidder is a certified DVBE or commits to subcontracting with DVBE(s), the bid may be eligible to receive a bid preference provided that the DVBE provides a commercially useful function as defined in California Code of Regulations, Title 2, section 1896.61 (I). For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on **Attachment 8, Bidder Declaration GSPD-05-105**, and confirmed by the State. See **Attachment 9, CA DVBE Bid Incentive Instructions** for more information. Proposers claiming the DVBE incentive must complete **Attachment 10, Disabled Veteran Business Enterprise Declarations (STD 843)**, or the form can be obtained via the internet by clicking [STD 843](#) or at [DGS Website](#). The incentive amount varies in conjunction with the percentage of DVBE participation offered. The minimum requirement is 1% with a maximum of 5% DVBE participation and the incentive will be equal to the participation offered as defined below in *Table 4: DVBE Incentive*:

*Table 4: DVBE Incentive*

Confirmed DVBE Participation of:	DVBE Incentive:
1% to 1.99% inclusive	1%
2% to 2.99% inclusive	2%
3% to 3.99% inclusive	3%
4% to 4.99% inclusive	4%
5% or higher	5%

Additional information can be found at:

[DGS Procurement Division Website](#)

## 2. Small Business (SB) Preference

**This solicitation does not require a minimum amount of SB participation.** However, you are strongly encouraged either to become certified, if eligible, or to subcontract a portion of the work to a certified Small Business (SB) or Micro Business (MB). This preference can apply to Small Businesses or Micro Businesses that are certified with the Department of General Services. If Proposer is claiming the 5% certified SB preference, or is committing to subcontract 25% or more of their net bid price to one of more certified SB or MB, then the Proposer must list firm names on **Attachment 8 (Bidder Declaration GSPD-05-105)** and attach a copy of the certification(s).

Additional information can be found at: [DGS Procurement Division Website](#).

Questions regarding the certification approval process or the SB program should be directed to the Department of General Services, Procurement Division at (800) 559-5529 or (916) 375-4940. For the 24-Hour Recording & Mail Request call (916) 322-5060.

## 3. Commercially Useful Function (CUF) Documentation

All Proposers, including subcontractor(s), that are doing business with the State and are certified as a SB and/or DVBE, must perform a CUF and shall meet the CUF requirements under GC section 14837(d) (4)(A) (i-v) (for SB) and Military and Veterans Code section 999(b)(5)(B)(i)(I-V) (for DVBE). **Attachment 12, Commercially Useful Function Documentation** must be completed and included in the response packet. (If the Proposer is not a certified SB/DVBE and is not subcontracting with an SB/DVBE, please place "N/A" on the document and submit as part of the Proposal).

## 4. Preference and Incentive Scoring

Proposer must fill out and submit Attachment 8, Bidder Declaration. If the primary contractor or any of the subcontractors are a Micro Business (MB), Small Business (SB), or Disabled Veteran Business Enterprise (DVBE) who is certified with the Department of General Services – then a copy of the certification(s) must be

submitted in the proposal. Bidders who fail to provide proof of certification may not qualify for preference and/or incentive points.

DVBE Incentive Points are factored by multiplying a Proposer's DVBE participation commitment percentage (%) by the total possible points that could be awarded (see *Table 5: Preference and Incentive Score Sample* below). This amount is then added to the Proposer's total points. In the *Table 5* sample below, Proposer B received a 60- point incentive (5% commitment x 1,200 total points available), which was added to its total points resulting in its proposal ranking as first in line for award. Proposer C's 2% commitment resulted in its receiving 24 incentive points, and making its proposal rank as second in line for award.

The SB preference is calculated by multiplying 5% of the highest scoring Non-Small Business (NSB) Proposer, and adding those points to SB Proposers and NSBs subcontracting 25% or more to a SB. In the *Table 5* sample below, the calculation is based on Proposer B's 1,155 points x .05 resulting in 57.75 additional points added to the certified SBs (A and C).

*Table 5: Preference and Incentive Score Example*

This serves as an example only, for the RFP Secondary High Score Method. The points below are not specific to this RFP and are being used as an example only. Actual points for this RFP can be found in *Section: Proposal Narrative Instructions & Selection Process*

Available points example using sliding scale:

Category of Points	Possible Points
Technical	840
Cost	360
<b>TOTAL</b>	<b>1200</b>

Possible maximum 60 points DVBE incentive calculated as follows:

Confirmed DVBE Participation	Possible Points
1% to 1.99% inclusive	1% x 1200 = 12
2% to 2.99% inclusive	2% x 1200 = 24
3% to 3.99% inclusive	3% x 1200 = 36
4% to 4.99% inclusive	4% x 1200 = 48
5% or higher	5% x 1200 = 60

High score method example results:

<b>Proposer</b>	<b>A</b>	<b>B</b>	<b>C</b>
Responsive/ Responsible	Yes	Yes	Yes
Total Points	1050	1155	1125
Eligible Preference	SB	None	SB
SB Preference Points	57.75	0	57.75
Applied Subtotal	1107.75	1155	1182.75
<b>Ranking</b>	<b>3</b>	<b>2</b>	<b>1</b>

  

<b>Proposer</b>	<b>A</b>	<b>B</b>	<b>C</b>
Confirmed DVBE Participation	No (0%)	Yes (5%)	Yes (2%)
Incentive Points Applied	None	60	24
Adjusted Points	1107.75	1215	1206.75
<b>Final Ranking</b>	<b>3</b>	<b>1</b>	<b>2</b>

**PROJECT REPRESENTATIVES**

Project Contacts:

State Agency: California Volunteers	Contractor:
Name: Dave Smith	Name:
Address: 1400 10 <sup>th</sup> Street, 2 <sup>nd</sup> Floor, Sacramento, CA 95814	Address:
Phone: 916.323.7646	Phone:
Email: <a href="mailto:dave.smith@cv.ca.gov">dave.smith@cv.ca.gov</a>	Email:

Direct all Contracting inquiries to:

State Agency: California Volunteers	Contractor:
Section/Unit: Finance & Admin	Section/Unit:
Attention: Kaitlin Meyer	Attention:
Address: 1400 10 <sup>th</sup> Street, 2 <sup>nd</sup> Floor, Sacramento, CA 95814	Address:
Phone: 916.323.7646	Phone:
Email: Kaitlin.Meyer@cv.ca.gov	Email:
Fax: 916.558.3185	Fax:

Direct all Financial Inquiries to:

State Agency: California Volunteers	Contractor:
Section/Unit: Finance & Admin	Section/Unit:
Attention: Kaitlin Meyer	Attention:
Address: 1400 10th Street, 2 <sup>ND</sup> Floor, Sacramento, CA 95814	Address:
Phone: 916.323.7646	Phone:
Email: AccountsPayable@opr.ca.gov	Email:
Fax: 916.558.3185	Fax:

### **ATTACHMENTS**

The following list of attachments are included with this RFP as separate documents. See attachment files in the solicitation.

1. PROPOSAL CHECKLIST
2. PROPOSER REFERENCES FORM
3. PAYEE DATA RECORD FORM (STD 204)
4. CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)
5. CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION
6. DARFUR CONTRACTING ACT CERTIFICATION
7. IRAN CONTRACTING ACT CERTIFICATION
8. BIDDER DECLARATION FORM (GSPD-05-105)
9. CA DVBE BID INCENTIVE INSTRUCTIONS
10. DVBE DECLARATION (STD 843)
11. COMMERCIALY USEFUL FUNCTION DOCUMENTATION
12. CONTRACTOR COST SHEET
13. VOLUNTARY STATISTICAL DATA SHEET
14. DRAFT STANDARD AGREEMENT (STD 213)
15. SCOPE OF WORK TEMPLATE



## ATTACHMENT 1 – PROPOSAL CHECKLIST

### **Required Proposal Document Checklist TO BE INCLUDED IN THE PROPOSAL**

**Proposer's Name:** \_\_\_\_\_

A complete proposal package will consist of all the items listed in the RFP, as well as those items identified below. **Be sure that your proposal includes all required documents as stated in this RFP, not just those listed in this checklist.**

#### **Proposal Packet**

1. Title Page and Letter of Commitment
  - a. Title Page
  - b. Letter of Commitment
2. Table of Contents
3. Proposal Checklist
4. Response to Scope Of Work
  - a. Summary
  - b. Project/Team Management Plan
  - c. Methodology/Approach to Work
  - d. Work Plan and Work Schedule
  - e. Subcontractors, if applicable
5. Qualifications
  - a. Proof of Minimum Qualifications
  - b. Personnel/Team Resumes
  - c. Reference Forms (3)
6. Budget and Cost Detail
7. Attachments

#### **Attachments**

The following are attachments included with this RFP. Attachments with an asterisk (\*) next to it indicates that it is required to be submitted with your proposal. Failure to include the required attachments may deem the proposal as incomplete. It is at the discretion of SGC to determine if the absence of a required attachment will deem the proposal as incomplete. SGC will determine if the absence of an attachment results as either an immaterial deviation or material deviation for grounds to reject a proposal.

Attachment 1: Proposal Checklist\*

Attachment 2: Proposer References Form\*

Attachment 3: Payee Data Form (STD 204)\*

Attachment 4: Contractor Certification Clauses (CCC 04/2017)\*

**ATTACHMENT 1 – PROPOSAL CHECKLIST**

Attachment 5: CA Civil Rights Law Certification\*

Attachment 6: Darfur Contracting Act Certification\*

Attachment 7: Iran Contracting Act Certification\*

Attachment 8: Bidder Declaration (GSPD 05-105)\*

Attachment 9: CA DVBE Bid Incentive Instructions

Attachment 10: DVBE Declaration (STD 843) (\*required if applicable)

Attachment 11: TACPA Preference Request (STD 830) (\*required if applicable)

Attachment 12: Commercially Useful Function Documentation\*

Attachment 13: Contractor Cost Sheet\*

Attachment 14: Voluntary Statistical Data Sheet

Attachment 15: Draft Standard Agreement (STD 213)

Attachment 16: Scope Of Work Template

**ATTACHMENT 2 – PROPOSER REFERENCES FORM  
TO BE INCLUDED IN PROPOSAL**

Submission of this form is *mandatory*. Failure to complete and return this attachment with your proposal may cause your proposal to be rejected and deemed non-responsive. By furnishing the references, the proposer authorizes the State to contact the named company, person or entity to discuss the Contractor’s past performance.

Complete the below table listing information for three references that can speak to how the Proposer could fulfill the goals of the program.

<b>REFERENCE 1</b>			
Name of Firm:			
Street Address	City	State	Zip Code
Contact Person:	Telephone Number:		
Dates of Service:	Value or Cost of Service:		
Brief Description of Service Provided			

<b>REFERENCE 2</b>			
Name of Firm:			
Street Address	City	State	Zip Code
Contact Person:	Telephone Number:		
Dates of Service:	Value or Cost of Service:		
Brief Description of Service Provided			

<b>REFERENCE 3</b>			
Name of Firm:			
Street Address	City	State	Zip Code
Contact Person:	Telephone Number:		
Dates of Service:	Value or Cost of Service:		
Brief Description of Service Provided			

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**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 5/2018)

<b>1</b>	<p><b>Requirement to Complete the Payee Data Record, STD 204</b></p> <p>A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.</p> <p>Payees who do not wish to complete the STD 204 may elect not to 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 and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&amp;TC).</p>
<b>2</b>	<p>Enter the payee's legal business name. The name must match the name on the payee's tax return as filed with the federal Internal Revenue Service. Sole proprietorships and single member limited liability companies (LLCs) must also include the owner's full name. An individual must list his/her full name as shown on the SSN or as entered on the W-7 form for ITIN.</p> <p>The mailing address should be the address at which the payee chooses to receive correspondence. The business address is the address of the business' physical location.</p>
<b>3</b>	<p>Check only <b>one</b> box that corresponds to the payee business type. Corporations must check the box that identifies the type of corporation.</p> <p>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 R&amp;TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&amp;TC section 18662 and its regulations.</p> <p>Payees must provide <b>one</b> of the following TINs on this form: social security number (SSN), individual taxpayer identification number (ITIN), or federal employer identification number (FEIN). The TIN for sole proprietorships, single member LLC (disregarded entities), and individuals is the SSN or ITIN. Only partnerships, estates, trusts, corporations, and LLCs (taxed as partnerships or corporations) will enter their FEIN.</p>
<b>4</b>	<p><b>Are you a California resident or nonresident?</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:          Withholding Services and Compliance Section: 1-888-792-4900      E-mail address: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a>          For hearing impaired with TDD, call: 1-800-822-6268      Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a></p>
<b>5</b>	Provide the name, title, email address, signature, and telephone number of the individual completing this form. Provide the date the form was completed.
<b>6</b>	This section must be completed by the state agency requesting the STD 204.

**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.

Contractor Certification Clause  
CCC 04/2017

**CERTIFICATION**

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

**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 lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under

penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

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

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

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.



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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

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

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section

13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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

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

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</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>	

**Darfur Contracting Act Certification (Public Contract Code section 10478)**

**TO BE INCLUDED IN TECHNICAL PROPOSAL**

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

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

**OR**

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

**OR**

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

**CERTIFICATION For # 3.**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

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

**YOUR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH # 1 OR # 2 INITIALED OR PARAGRAPH # 3 INITIALED AND CERTIFIED.**

## Iran Contracting Act Certification (Public Contract Code sections 2202-2208)

### TO BE INCLUDED IN TECHNICAL PROPOSAL

Pursuant to the Public Contract Code sections 2202-2208, prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

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

#### **OPTION #1 - CERTIFICATION**

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

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

#### **OPTION #2 – EXEMPTION**

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

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

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

## BIDDER DECLARATION

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

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

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

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

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

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

## BIDDER DECLARATION Instructions

### All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

**1.a.** Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled “None” and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

**1.b.** Mark either “Yes” or “No” to identify whether subcontractors will be used for the contract. If the response is “No”, proceed to Item #1.c. If “Yes”, enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

**Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime’s contract.**

**1.c.** This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either “Yes” or “No”. The Military and Veterans Code Section 999.2 (b) defines “broker” or “agent” as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either “Yes” or “No” to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark “N/A” for “not applicable.”

**2.** If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete “Page \_\_\_ of \_\_\_” on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the “Page \_\_\_ of \_\_\_” accordingly.

### 2. (continued) Column Labels

**Subcontractor Name, Contact Person, Phone Number & Fax Number**—List each element for all subcontractors.

**Subcontractor Address & Email Address**—Enter the address and if available, an Email address.

**CA Certification (MB, SB, NVSA, DVBE or None)**—If the subcontractor possesses a current State of California certification(s), verify on this website ([www.eprocure.pd.dgs.ca.gov](http://www.eprocure.pd.dgs.ca.gov)).

**Work performed or goods provided for this contract**—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

**Corresponding % of bid price**—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

**Good Standing?**—Provide a response for each subcontractor listed. Enter either “Yes” or “No” to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

**51% Rental?**—This pertains to the applicability of rental equipment. Based on the following parameters, enter either “N/A” (not applicable), “Yes” or “No” for each subcontractor listed.

Enter “N/A” if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter “Yes” if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter “No” if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

**Read the certification at the bottom of the page and complete the “Page \_\_\_ of \_\_\_” accordingly.**

**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)  
BID INCENTIVE INSTRUCTIONS**  
(09/03//09)

**Please read the instructions carefully before you begin.**

**AUTHORITY.** The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a “good faith effort” (GFE).**

**This solicitation does not include a minimum DVBE participation percentage or goal.**

**DVBE BID INCENTIVE.** A DVBE incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply a DVBE Bid incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document) and confirmed by the State. The DVBE incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price.

<b>Confirmed DVBE Participation of:</b>	<b>DVBE Incentive:</b>
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

As applicable: (1) Awards based on low price - the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

(2) Awards based on highest score - the solicitation shall include an individual requirement that identifies incentive points for DVBE participation.

**INTRODUCTION.** Bidders must document DVBE participation commitment by completing and submitting a Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document). Bids or proposals (hereafter called “bids”) that **fail to submit the required form to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive.**



Information submitted by the intended awardee to claim the DVBE incentive(s) will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

**Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called “DVBE”)** who perform a commercially useful function relevant to this solicitation, may be used to qualify for a DVBE incentive(s). The criteria and definition for performing a commercially useful function are contained herein on the page entitled **Resources & Information**. Bidders are to verify each DVBE subcontractor’s certification with OSDS to ensure DVBE eligibility.

At the State’s option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation may request information that includes but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

**THE DVBE BUSINESS UTILIZATION PLAN (BUP):** DVBE BUPs are a company’s commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts held in California, not just those with the State. A DVBE BUP does not qualify a firm for a DVBE incentive. Bidders with a BUP, must submit a Bidders Declaration (GSPD-05-105) to confirm the DVBE participation for an element of work on this solicitation in order to claim a DVBE incentive(s).

**THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:**

**Awarding Department:** Contact the department’s contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. You may also contact the department’s SB/DVBE Advocate for assistance.

**Other State and Federal Agencies, and Local Organizations:**

**STATE:** Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at [www.eprocure.dgs.ca.gov](http://www.eprocure.dgs.ca.gov). To begin your search, click on “SB/DVBE Search.” Search by “Keywords” or “United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: [www.eprocure.dgs.ca.gov](http://www.eprocure.dgs.ca.gov). For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: [OSDCHelp@dgs.ca.gov](mailto:OSDCHelp@dgs.ca.gov).

**FEDERAL:** Search the U.S. Small Business Administration’s (SBA) Central Contractor Registration (CCR) on-line database at [www.ccr.gov/](http://www.ccr.gov/) to identify potential DVBEs and click on the "Dynamic Small Business Search" button. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the “help” button for detailed instructions. Remember to verify each firm’s status as a California certified DVBE.

**LOCAL:** Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus) and select: [DVBE Local Contacts](#) (New 02/09) (pdf).

## RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to: <http://www.pd.dgs.ca.gov/smbus/advocate.htm>.

The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus) and select:

- [DVBE Trade Paper Listing](#) (New 02/09) (pdf)
- [DVBE Focus Paper Listing](#) (New 02/09) (pdf)

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**U.S. Small Business Administration (SBA):**  
Use the Central Contractor Registration (CCR) on-line database.  
*Internet contact only* –Database: [www.ccr.gov/](http://www.ccr.gov/).

**FOR:**  
Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification.)

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**Local Organizations:** Go to [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus) and select: [DVBE Local Contacts](#) (New 02/09) (pdf)

**FOR:**  
List of potential DVBE subcontractors

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**DGS-PD EProcurement**  
Website: [www.eprocure.dgs.ca.gov](http://www.eprocure.dgs.ca.gov)  
Phone: (916)375-2000  
Email: [eprocure@dgs.ca.gov](mailto:eprocure@dgs.ca.gov)

**FOR:**

- SB/DVBE Search
- CSCR Ads
- Click on Training tab to Access eProcurement Training Modules including: Small Business (SB)/DVBE Search

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**DGS-PD Office of Small Business and DVBE Services (OSDS)**  
707 Third Street, Room 1-400, West Sacramento, CA 95605  
Website: [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus)  
OSDS Receptionist, 8 am-5 pm: (916) 375-4940  
PD Receptionist, 8 am-5 pm: (800) 559-5529  
Fax: (916) 375-4950  
Email: [osdchelp@dgs.ca.gov](mailto:osdchelp@dgs.ca.gov)

**FOR:**

- Directory of California-Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns
- General DVBE Program Info.
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

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### Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

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# DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 05/06)

**Instructions:** The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

## SECTION 1

Name of certified DVBE: \_\_\_\_\_ DVBE Ref. Number: \_\_\_\_\_

Description (materials/supplies/services/equipment proposed): \_\_\_\_\_

Solicitation/Contract Number: \_\_\_\_\_ SCPRS Ref. Number: \_\_\_\_\_

(FOR STATE USE ONLY)

## SECTION 2

**APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.**

I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.

Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). *(Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

\_\_\_\_\_  
(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)

\_\_\_\_\_  
(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: \_\_\_\_\_  
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: \_\_\_\_\_ Address: \_\_\_\_\_

## SECTION 3

**APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.**

Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.

The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2*, subsections (c) and (g). *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

\_\_\_\_\_  
(Printed Name) (Signature) (Date Signed)

\_\_\_\_\_  
(Address of Owner) (Telephone) (Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

\_\_\_\_\_  
(Printed Name of DV Manager) (Signature of DV Manager) (Date Signed)

## Disabled Veteran Business Enterprise Declarations Use

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### **STD.843 USE**

The Disabled Veteran Business Enterprise Declarations (STD.843) shall be included in competitive solicitations and/or request for offers.

[Click](#) here to access the STD.843.

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### **Purpose**

The State must obtain declarations from certified Disabled Veteran Business Enterprises (DVBEs) pursuant to Military and Veterans Code Sections 999.2(b) through 999.9. The purpose is to eliminate the benefits of DVBE status from those contractors who are using their certified status and obtaining State funds, but working only as brokers or agents. Therefore, in order to enable the State to verify that a DVBE is not an equipment broker, the DVBE's Federal Tax Information Number must be reported on the STD.843.

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### **When to complete this form**

The DVBE declarations form is completed when a California certified DVBE supplier is submitting a response to a competitive solicitation and/or request for offer or in the case of rental equipment, is a supplier who is obtaining the participation of California certified DVBE subcontractors.

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### **Signatures**

All disabled veteran owners and disabled veteran managers of the DVBE must complete the form prior to award of the purchase document.

All original signatures of the STD.843 for a DVBE(s) associated with the awarded purchase document are to be kept in the procurement file.

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### COMMERCIALLY USEFUL FUNCTION DOCUMENTATION

All certified small business, micro business, or DVBE contractors, subcontractors or suppliers shall meet the CUF requirements under GC section 14837(d) (4)(A) (i-v) (for SB) and Military and Veterans Code section 999(b)(5)(B) (i) (I-V) (for DVBE) as stated below.

**VENDOR NAME:** \_\_\_\_\_

**SUBCONTRACTOR NAME:** \_\_\_\_\_

**Mark all that apply:**      **DVBE**         **Small Business**         **Micro Business**  

**SECTION 1:**

A person or entity is deemed to perform CUF, if a person or entity **does** all of the following. (Please answer the following questions.)

I.	Is responsible for the execution of a distinct element of the work of the Agreement.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
II.	Carries out the obligation by actually performing, managing, or supervising the work involved.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
III.	Performs work that is normal for its business services and functions.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
IV.	Is responsible, with respect to products, inventories, materials, and supplies required for the Agreement, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
V.	Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

**NOTE:** A response of "No" to any of the questions above may result in your Response to be deemed **non-responsive** and disqualified.

**SECTION 2:**

The Bidder shall provide a written statement detailing the role, services and/or goods the subcontractor(s) will provide to meet the CUF requirement.

VI.	Describe the specific role(s) of the subcontractor for this project (e.g. data conversion, training, etc.):	
VII.	Describe the goods/services to be provided for this project (include a description of the bidder versus the subcontractor responsibilities for each role):	

**SIGNATURE OF VENDOR (PRIME):** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Contractor Cost Sheet** **TO BE INCLUDED IN PROPOSAL DOCUMENTS**

Proposer: **CONTRACTOR NAME**

NOTE: FOR CONSULTANT HOURLY RATES, PLEASE USE FULLY BURDENED RATE

Name Title Rate Per Hour	Prime Consultant			Subconsultant			Subconsultant			TOTAL COST - ALL CONSULTANTS
	STAFF X (NAME) Title	STAFF X (NAME) Title	Total Cost (\$\$)	STAFF X (NAME) Title	STAFF X (NAME) Title	Total Cost (\$\$)	STAFF X (NAME) Title	STAFF X (NAME) Title	Total Cost (\$\$)	
	Hours	Hours		Hours	Hours		Hours	Hours		
<b>FILL IN TASKS BELOW</b>										
<b>TASK 1</b>										
Task 1.1			\$0.00			\$0.00			\$0.00	
Task 1.2			\$0.00			\$0.00			\$0.00	
Task 1.3			\$0.00			\$0.00			\$0.00	
<b>TOTAL ALL TASK 1</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>\$ - \$ -</b>	
<b>TASK 2</b>										
Task 2.1			\$0.00			\$0.00			\$0.00	
Task 2.2			\$0.00			\$0.00			\$0.00	
<b>TOTAL ALL TASK 2</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>\$ - \$ -</b>	
<b>TASK 3</b>										
Task 3.1			\$0.00			\$0.00			\$0.00	
Task 3.2			\$0.00			\$0.00			\$0.00	
Task 3.3			\$0.00			\$0.00			\$0.00	
<b>TOTAL ALL TASK 3</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>0</b>	<b>\$ - \$ -</b>	
<b>TOTAL ALL TASKS</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>\$ - \$ -</b>	

**VOLUNTARY STATISTICAL DATA SHEET**  
Information to be used for reporting purposes only

Public Contract Code 10111 requires state agencies to capture information on ethnicity, race and gender (ERG) of business owners on all awarded contracts and procurements to the extent that the information has been voluntarily reported to the department. The awarding department is prohibited from using this data to discriminate or provide a preference in the solicitation or acceptance of bids, quotes, or estimates for goods, services, construction and/or information technology. This information shall not be collected until after the contract award is made. The completion of this form is **strictly voluntary**.

The data you provide on this form should best describe the *ownership of your business*. Ownership of a business should be determined as follows:

- For a business that is an sole proprietorship, partnership, corporation, or joint venture at least 51 percent is owned by one or more individuals in a classification designated below or, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more individuals in a designated classification, or
- For other business entities, the owner is the person controlling management and daily operations and who “owns” the business.

*For purposes of this report, respond only if the business has its home office in the United States and which is not a branch or subsidiary of a foreign corporation, firm, or other business.*

**Ethnicity/Minority Classification** As defined in Public Contract Code Section 2051 (c)

- Asian-Indian** – a person whose origins are from India, Pakistan, or Bangladesh.
- Black** – a person having origins in any of the Black racial groups of Africa.
- Hispanic** – a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin regardless of race.
- Native American** – an American Indian, Eskimo, Aleut, or Native Hawaiian.
- Pacific Asian** – a person whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, or the United States Trust Territories of the Pacific including the Northern Marianas
- Other** – Any other group of natural persons identified as minorities in the respective project specifications of an awarding department or participating local agency.

**Race Classification** As defined by the Office of Management and Budget, Federal Register Notice, October 30, 1997, at <http://www.whitehouse.gov/omb/fedreg/1997standards.html>

- |   |  |
|---|--|
| <input type="checkbox"/> American Indian or Alaska Native | <input type="checkbox"/> Asian                                     |
| <input type="checkbox"/> Black or African American        | <input type="checkbox"/> Native Hawaiian or Other Pacific Islander |
| <input type="checkbox"/> Other                            | <input type="checkbox"/> White                                     |

**Gender Classification**

- Female  Male

**Sexual Orientation Classification** As defined by Public Contract Code 10111(f)

- |                                  |                                      |
|----------------------------------|--------------------------------------|
| <input type="checkbox"/> Lesbian | <input type="checkbox"/> Bisexual    |
| <input type="checkbox"/> Gay     | <input type="checkbox"/> Transgender |

**ITEMS BELOW TO BE COMPLETED BY STATE AGENCY/DEPARTMENT ONLY**

- Goods  Services  Construction

Total Contract Purchase: \_\_\_\_\_ Contract Award Date: \_\_\_\_\_

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit C *	General Terms and Conditions	

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

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

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

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



EXHIBIT A  
SCOPE OF WORK

**A. Background**

**B. Purpose**

**C. Scope Of Work**

**CONTRACTOR**, hereinafter referred to as the Contractor, agrees to provide the Office of Planning and Research / Strategic Growth Council, hereinafter referred to as State or SGC with consulting services as described herein:

1. (Description of services)
2. (Tasks)
3. (Deliverables)
4. (Timeframe)
5. The services shall be performed at: (Location)
6. (Term of Agreement)

**D. Project Representatives**

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

<b>State Agency:</b> Office of Planning & Research / Strategic Growth Council	<b>Contractor:</b>
Name:	Name:
Phone:	Phone:
Email:	Email:

Direct all contractual inquiries to:

<b>State Agency:</b> Office of Planning & Research / Strategic Growth Council	<b>Contractor:</b>
Section/Unit: Administrative Services	Institution:
Attention:	Attention:
Address:	Address:
Phone:	Phone:
Email:	Email:

EXHIBIT A  
SCOPE OF WORK

Direct all financial inquiries to:

<b>State Agency:</b> Office of Planning & Research	<b>Contractor:</b>
Section/Unit: Administrative Services	Institution:
Attention:	Attention:
Address:	Address:
Phone:	Phone:
Email:	Email:

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT B  
BUDGET DETAIL AND PAYMENT PROVISIONS

**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. **Invoicing and Payment**

- a. The maximum amount payable for the term of the contract shall not exceed \$X.

The Contractor will be compensated one hundred dollars (\$100) per day for each day they are attending the review committee to perform the consulting services listed in the statement of work if they agree to accept this payment. In addition to the compensation, the SGC will pay for any necessary travel expenses related to required meetings. Travel reimbursement will be based on State rates -

<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

In order to be reimbursed for travel expenses, the Contractor must submit a Travel Expense Claim (TEC) form with supporting documentation. The TEC instructions as well as the TEC template STD 262 form, can be found in Exhibit G of this agreement. Supporting documentation such as receipts for food and travel must be included with the submission of a TEC.

In order to be compensated for work performed, the Contractor must submit an Invoice that summarizes the cost for the work performed and cost for travel. A sample invoice can be found in Exhibit H. Invoice must include:

- First and Last name
  - Your Contact information
  - To Address (OPR's address as listed in the sample)
  - From Address (Your address; must match the address you put on STD 204)
  - Contract Agreement #
  - Invoice Date
  - Summary of expenses (i.e. costs for consulting services and travel)
  - Total Amount Due
  - Signature and date
- b. For services satisfactorily rendered, and upon receipt and approval of an invoice, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein.

EXHIBIT B  
BUDGET DETAIL AND PAYMENT PROVISIONS

- c. Both the Invoice and Travel Expense Claim along with supporting documentation should be sent together. Invoice and TEC shall be submitted electronically only to the e-mail address listed below. Email submission shall have the Agreement Number in the Subject line. E-mail submission shall also CC the Project Representative listed in Exhibit A, Part D:  
[AccountsPayable@opr.ca.gov](mailto:AccountsPayable@opr.ca.gov)

2. **Budget Contingency Clause**

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

3. **Prompt Payment Clause**

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT C  
GENERAL TERMS AND CONDITIONS

PLEASE NOTE: The General Terms and Conditions 04/2017 (GTC 04/2017) are hereby incorporated by reference and made a part of this agreement as if attached hereto. The GTC 04/2017 can be viewed at the following URL:

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

In addition to the General Terms and Conditions 04/2017 mentioned above, this language is also incorporated as a part of this agreement:

COMPLIANCE WITH ALL LAWS:

- a. In performance of this contract, Contractor warrants and certifies that it will comply with all applicable state and federal statutes, rules, and regulations, as well as any local government rules, regulations, and ordinances (hereafter collectively referred to in this Section as "state, federal, and local laws"), Contractor agrees to indemnify, defend and save harmless the State of California, its officers, agents and employees against any loss, cost, claim, injury, damage or liability by reason of Contractor's violation of this provision.
- b. Failure to comply with state, federal, and local laws constitutes a material breach of this contract.
- c. Contractor shall keep fully informed of all existing and future state, federal, and local laws that in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work. Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with all such existing and future state, federal, and local laws. Contractor shall indemnify, defend and save harmless the State of California and its, officers, agents and employees against any loss, cost, claim, injury, damage or liability arising from or based on the violation of any such state, federal, and local laws, whether by the Contractor, a subcontractor(s), an employee, or an agent. If any discrepancy or inconsistency is discovered in the contract for the work in relation to any such state, federal, and local laws, the Contractor shall immediately report the same to the DGS Contract Administrator or User Agency Contract Administrator inwriting

EXHIBIT D  
SPECIAL TERMS AND CONDITIONS

**SPECIAL TERMS AND CONDITIONS**

1. **Evaluation of Contractor**

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on a Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

2. **Agency Liability**

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

3. **Amendments**

Consistent with the terms and conditions of the original solicitation, and upon mutual consent, SGC and the Contractor may execute amendments to this Agreement. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and agreed upon by both parties and approved, as required. No verbal understanding or agreement not incorporated into the Agreement is binding on any of the parties.

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EXHIBIT E  
ADDITIONAL PROVISIONS

**ADDITIONAL PROVISIONS**

1. **Consultant - Staff Expenses**

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.

2. **Conflict of Interest**

Contractor certifies that he has no financial interest or benefit that creates a conflict of interest with the performance of his duties under this Agreement.

3. **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 service as a result of any action by any governmental authority.

4. **Confidentiality**

Contractor shall maintain in strict confidence all non-public information that he/she receives, prepares, or submits during the course of his work under this Agreement. Initial drafts of any written product shall be considered to be deliberative in nature and Contractor shall assume that such drafts are confidential unless directed otherwise by SGC. If Contractor is in doubt about whether a particular piece of information is covered by this clause, he/she should contact the State's representative for this project before disclosing such information.

**ATTACHMENT 16**  
**SCOPE OF WORK TEMPLATE**

A. SUMMARY

1. PROJECT MANAGEMENT PLAN

B. SCOPE OF WORK

1. METHODOLOGY / APPROACH TO WORK

2. TASKS / DELIVERABLES

3. WORK PLAN

4. WORK SCHEDULE

C. PROJECT REPRESENTATIVES

The Project Representatives during the term of this agreement will be:

Contractor:
Contact Person:
Address:
Phone:
Email:

Direct all contracting inquiries to:

Contractor:
Contact Person:



**ATTACHMENT 16**  
**SCOPE OF WORK TEMPLATE**

Address:
Phone:
Email:

Direct all financial inquiries to:

Contractor:
Contact Person:
Address:
Phone:
Email: