



August 19, 2016
Request for Proposals
(Secondary Method)

Notice to Prospective Proposers

You are invited to review and respond to this Request for Proposals (RFP), entitled **California Coastal User Survey (RFP No. 16-021)**. In submitting your proposal, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses (form CCC-307) that are attached to this RFP and may be viewed and downloaded at the internet site:

<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

In the opinion of the California State Coastal Conservancy this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person and Project Coordinator for this RFP is:

Amy Hutzel
Deputy Executive Officer
California State Coastal Conservancy
1330 Broadway, 13th Floor
Oakland, CA 94612
amy.hutzel@scc.ca.gov

Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum.

Table of Contents

Section	Page
A) Purpose and Description of Service.....	3
1. Background.....	3
2. Scope of Work.....	3
3. Work Program and Reporting.....	4
4. Disbursements.....	4
B) Minimum Qualifications for Proposers	5
C) Proposal Requirements and Information.....	6
1) Key Action Dates.....	6
2) Pre-Proposal Questions and Responses	6
3) Personnel Qualifications and Proposal for Services	6
4) Cost	7
5) Preference Programs	8
6) Submission of Proposal.....	9
7) Evaluation Process	12
8) Award and Protest	13
9) Disposition of Proposals	14
10) Agreement Execution and Performance	14
D) Darfur Contracting Act of 2008.....	15
Attachment 1: Required Attachment Checklist	
Attachment 2: Proposal/Proposer Certification Sheet	
Attachment 3: Proposer References	
Attachment 4: Darfur Contracting Act of 2008 Certification	
Exhibit A: Sample Payment Provisions	
Exhibit B: Sample Contract Terms	
Exhibit C: Contractor Certification Clauses	
Exhibit D: Certified Small Business Enterprise (SBE) and Disabled Veteran Business Enterprise (DVBE) Instructions and Information	

A. Purpose and Description of Service

1. Background

The California State Coastal Conservancy is seeking the services of a consultant to conduct polling and focus groups to better understand coastal visitation habits of Californians and barriers to coastal visitation, so that the Conservancy can better plan and implement public access, recreation, and education projects that increase coastal visitation by all Californians.

Polling and focus groups will ideally occur September through November of 2016 and all work will be completed by the end of March 2017.

2. Scope of Work

The goal of this research is to provide the California Coastal Conservancy with quantitative and qualitative data showing attitudes and habits of adult Californians related to visitation to the California coast for recreation. The research will provide a breakdown of key demographics of visitors and non-visitors, perceptions of visitation barriers, and information that might help improve visitor experience and visitation from non-visitors or occasional visitors.

The main questions the Conservancy is interested in answering are:

- 1) How many Californians go to the coast for recreation (raw numbers and percentage of population)?
- 2) What are the demographics of Californians who go to the coast for recreation and how does this compare with the demographic breakdown of the population of California?
- 3) What part of the state are recreational visitors to the coast coming from, i.e. where do they live (perhaps divided into Northern Coast, Southern Coast, and Inland California), and where do they go to the coast (divided into a manageable number of sections of the coast)?

Additional questions to be addressed through polling and/or focus groups include:

- 1) What barriers keep Californians from visiting the coast for recreation?
- 2) What geographic patterns exist – i.e. which communities go to which coastal areas?
- 3) What draws recreational visitors to the coast? Why do Californians visit the coast? What activities do Californians do while they are at the coast for recreation?

What this study would do differently than other studies:

- Not focused on just beach/in-water use (i.e. include piers, bluffs, trails, coastal parks, waterfronts, etc. in definition of coast to capture broad set of coastal recreational use patterns across the state).
- Not focused on economic spending on coast.
- Not focused on coastal visitation and recreation by people traveling to California.
- Not focused on attitudes towards coast and ocean conservation or environmental issues.

- Not focused on exactly what recreational activities Californians engage in while they are on the coast (e.g. surfing, scuba diving), but more broadly on what draws them to the coast for recreation.

The Conservancy may conduct a similar survey after 5 or 10 years to see what progress was made on addressing barriers and to track demographic changes and this goal should be kept in mind in designing the survey.

Services Required

- (1) Formulate a public opinion survey (probably phone, but possibly web) and focus group strategy of adult Californians in consultation with the State Coastal Conservancy staff.
- (2) Administer surveys and focus groups.
- (3) Prepare analysis of survey results, including key findings, and present to the Conservancy staff and board and in 2-3 other venues (assume up to 5 presentations of results).

3. Work Program and Reporting

- a. Within three weeks of execution of a contract for services at the direction of, and in a form satisfactory to the Conservancy, the Consultant will prepare a work program including tasks to be performed during the term of the contract, a schedule for completion of tasks, and a refined budget based upon bidder's proposal and the scoping meeting with Conservancy staff. The total budget amount cannot exceed the bidder's proposal. However, the Conservancy reserves the right to amend the total costs if additional tasks are identified in the scoping session.
- b. For each invoice period (no less frequently than quarterly), the Consultant will prepare a report describing all activities performed under this agreement and related information received from federal agencies. The report shall include a brief description of Consultant's activities performed for the Conservancy during the period, including the names of all individuals and agencies contacted on the Conservancy's behalf and the date of each contact, along with copies of all correspondence and other relevant documents Consultant generates or receives with respect to work performed under this agreement.
- c. The Consultant will provide verbal or email reports as needed to inform the Conservancy of issues that require strategic direction or decision making.

4. Disbursements

Disbursements shall be made to the Consultant on the basis of services rendered and costs incurred to date, less ten percent (10%) in accordance with an approved work program and associated budget. Invoices may be submitted no more frequently than monthly and no less frequently than quarterly. The final ten percent withheld from each invoice will be disbursed upon satisfactory completion of the contract.

B. Minimum Qualifications for Proposers

1. Proposers must have a record of work in the following areas:
 - a. At least five years of experience conducting public opinion research in California, including telephone and web based polling and focus groups.
 - b. Experience conducting public opinion research in multiple languages and in conducting public opinion research that represents the geographic and demographic diversity of California's adult population.
 - c. Experience providing summaries of findings of public opinion research in reports and verbal presentations to elected officials and interested parties.
2. A Proposer's record of work must-demonstrate its knowledge of and familiarity with each of the following:
 - a. Conducting polling and focus groups throughout California on environmental, social, and other policy issues.
 - b. The work of the State Coastal Conservancy and California Coastal Commission in providing public access to the California coast.
 - c. Patterns and issues related to coastal access and recreation in California.
3. The Consultant must have an existing office in California and be licensed to conduct business in California.

C) Proposal Requirements and Information

1. Key Action Dates

<u>Event</u>	<u>Date</u>
RFP available to prospective proposers	August 24, 2016
Deadline for pre-proposal questions via email	August 31, 5:00 p.m.
Responses to questions	September 2, 5:00 p.m.
Final date for proposal submission	September 14, 2016, 5:00 p.m.
Scoring of proposals	September 15, 2016
Notice of intent to award	September 16, 2016
Proposed award date	September 23, 2016

Times listed are Pacific Standard or Daylight Savings Time. Dates may be extended at the discretion of the Conservancy.

2. Pre-Proposal Questions and Responses

Questions concerning the scope of work, contractor requirements, or other issues may be raised via email during the first week following the availability of the RFP. All questions should be addressed to Amy Hutzel at amy.hutzel@scc.ca.gov. Responses to questions will be emailed to all bidders who express an interest (via an email to amy.hutzel@scc.ca.gov) in receiving answers to questions which are posed by bidders prior to the date for responses to questions.

3. Personnel Qualifications and Proposal for Services

a. Qualifications of Firm and Personnel

The proposer must prepare a proposal that will describe the firm’s qualifications that pertain to the work described in the Scope of Work section of this RFP (section A (2)), and the minimum qualifications for proposers (section B). In addition, the proposal should identify relevant experience, specialty areas of expertise, how the firm would utilize personnel and carry out work tasks, and indicators of likelihood of successfully accomplishing proposed work and being able to effectively work with entities described herein based on past performance. The submittals are to include the following information:

Statement of Work - Provide a definitive proposal to accomplish the requirements as stated in this RFP. This must describe in detail the procedures and methods that will be used to achieve the stated goals of the project, preferably drawing on past experience/

work conducted by the applicant. A proposed timeline and clear delineation of general tasks, products, and expected completion dates must also be included.

Length: Four (4) pages maximum.

Relevant Experiences - Provide a summary of relevant experience over the last 5 years.

Length: Two (2) page maximum.

Conflicts of Interest- Firms must disclose any business relationships which may be construed to be potential conflicts of interest to the work to be performed under this assignment. The Conservancy may request interviews of firms for the purpose of clarifying any situations that could be construed to be a conflict of interest and has the sole and exclusive authority to disqualify a firm if the Conservancy determines a conflict exists.

Length: One (1) page maximum, only if necessary.

b. Project Personnel

List all professional personnel who will be working on the project, their related expertise, titles, and job descriptions. Résumés of key personnel must be included. Also identify all subcontractors that would be used to perform services under this contract.

Length: One (1) page maximum for list of personnel and subcontractors, plus up to four (4) resumes, with a maximum of two (2) pages per resume.

c. Facilities and Resources

Explain briefly where the services will be provided and what type of additional equipment, if any, is needed to perform the services.

Length: Include on same single page as list of project personnel and subcontractors (see 3.b. above).

4. Cost

Provide a single dollar estimate of cost for conducting the work. This estimate should include all direct staff, indirect costs, subcontracting costs, materials, travel, and any other expenses. The cost information will be used for the cost component of section **C) 7. Evaluation Process**, below.

The cost should assume the following:

- 1) One telephone survey of 1,200 California adults, approximately 15 minutes in length, in English and Spanish.

- 2) Six focus groups in various parts of California (two in Southern California, two in the San Francisco Bay Area, and two in Inland California), with focus group participants representing the diversity of California's population.
- 3) Production of documents that describe the results of the survey and focus groups, including a power point presentation.
- 4) Presentation of the results at five meetings.

5. Preference Programs

Small Business Preference

Small and Micro Enterprises (SBE) will each receive a 5% incentive under this solicitation. To obtain the preference, firms must be certified as a small business at the time the bid is submitted. The firm MUST include an updated copy of its Small Business Certificate to obtain the preference. The 5% preference is issued only for computation purposes to arrive at the successful firms and does not alter the amounts of the actual bids. Once each bid has been scored, if the highest responsible firm is not a certified small business or microbusiness, 5% of the highest scoring bid is added to the total "earned" points for each bid submitted by a certified small business. These final numbers, with the 5% included, are then used to determine the highest scoring bid.

Disabled Veteran's Business Enterprise Requirements

The State has established the Disabled Veteran Business Enterprise ("DVBE") Participation Goal Program for participation in state contracts. **To be considered responsive to this RFP, proposals must meet the DVBE program requirements. The minimum DVBE participation percentage is 3% for this solicitation.** Proposals that fail to comply with DVBE requirements will be rejected. To be considered responsive, proposals must include the following completed forms, as applicable:

- **Bidder Declaration, GSPD-05-105** (available at <http://www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf>)
All bidders must complete the Bidder Declaration, GSPD-05-105 and include it with the bid response. When completing the declaration, bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract.
- **DVBE Declarations, STD.843** (available at <http://www.documents.dgs.ca.gov/pd/poliproc/STD-843Fii1PrintFields.pdf>)
Bidders who have been certified by California as a DVBE (or who are bidding rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) must also submit a completed form(s) STD. 843 (Disabled Veteran Business

Enterprise Declaration). All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s).

At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.

The bidder understands and agrees that should award of this contract be based in part on its commitment to use the DVBE subcontractor(s) identified in its bid or offer, per Military and Veterans Code § 999.5(e), a DVBE subcontractor may only be replaced by another DVBE subcontractor approved by the Department of General Services. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

Failure of bidder to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&V Code § 999.9; Public Contract Code ("PCC") § 10115.10.

Disabled Veteran Business Enterprise (DVBE) Incentive Program - OPTIONAL

This solicitation provides an incentive for additional DVBE participation above the required 3% minimum DVBE participation. To receive credit for this incentive, the DVBE Incentive Application Request form must be included with bid submittal. The DVBE Incentive participation is optional and at the discretion of the proposing firm. For this solicitation, the Incentive application is based on the High Score Method and three points (3 points) possible. For an explanation of the scoring methodology see table in Exhibit E.

Information submitted by the proposer to comply with this solicitation's SBE/DVBE requirements will be verified. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of PCC §§ 10115, et seq., and Military & Veterans Code §§ 999 et seq., and follow the investigatory procedures required by California Code of Regulations Title 2, §§ 1896.90 et seq. Contractors found to be in violation of certain provisions may be subject to loss of certification, sanctions and/or contract termination.

6. 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.

- a. The proposal package should be prepared in the least expensive method. Proposals may be prepared electronically and transmitted to the Project Coordinator at

amy.hutzel@scc.ca.gov, however, the bidder should confirm receipt, as the Conservancy is not responsible for bids that are not received by the time of closing.

- b. All proposals must be sent to the State Coastal Conservancy by dates and times shown in section **C) 1.-Key Action Dates**. Proposals received after this date and time may not be considered.
- c. Unless transmitted electronically, a minimum of three (3) copies of the complete proposal must be submitted. If a proposal is transmitted electronically, a minimum of three (3) copies of documents requiring original signatures (i.e., Proposal/Proposer Certification Sheet and CCC-307) must be submitted by mail or otherwise delivered.
- d. All proposals shall include the personnel qualifications and proposal for services (section C.3, above) and the documents identified in **Attachment Checklist** (see Attachment 1 to this RFP). Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- e. Mail or deliver complete proposals or, for proposals transmitted electronically, documents requiring original signatures to the following address:

Amy Hutzel
State Coastal Conservancy
1330 Broadway, 13th Floor
Oakland, CA 94612-2512

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 proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The Conservancy may reject any or all proposals and may waive an immaterial deviation in a proposal. The Conservancy's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.

Costs incurred for developing proposals in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to the Conservancy.

An individual who is authorized to bind the proposing firm contractually shall sign the **Attachment 2, Proposal/Proposer Certification Sheet**. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.

A proposer may modify a proposal after its submission by withdrawing its original proposal and submitting a new proposal prior to the proposal submission deadline as set forth in the **Key Action Dates**. Proposal modifications offered in any other manner will not be considered.

A proposer may withdraw its proposal by submitting a written withdrawal request to the Conservancy, signed by the proposer or an authorized agent in accordance. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.

The Conservancy may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum on Cal eProcure and emailing a copy to all parties who have notified the Conservancy of interest (by email to amy.hutzel@scc.ca.gov).

The Conservancy reserves the right to reject all proposals. The Conservancy is not required to award an agreement. Prior to award of the contract, the Conservancy will review and consider any contractor evaluation forms on file with the department in accordance with Section 10369.

Before submitting a response to this solicitation, bidders should review, correct all errors, and confirm compliance with the RFP requirements.

The Conservancy will not accept alternate contract language from a prospective contractor. However, after award of the contract, the Conservancy may consider alternative contract language that does not materially alter the requirements of this RFP. Any such changes would not include modifications to the State's General Terms and Conditions (GTC) and Contractor Certifications (CCC-307), which are **not negotiable**.

No oral understanding or agreement shall be binding on either party.

Conflict of Interest: the bidder firm needs to be aware of the provisions regarding current or former state employees. If a firm has any questions on the status of any person rendering Request for Proposal services or involved with the Agreement, the Conservancy must be contacted immediately for clarification. (See Exhibit C, Contractor Certification Clauses).

7. Evaluation Process

a. Minimum Qualifications

At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements and minimum qualifications of this RFP. Proposals that contain false or misleading statements or provide references that do not support an attribute or condition claimed by the proposer may be rejected. Award, if made, will be to the highest-scored, responsible proposal.

b. Proposal Evaluation

The proposals that conform with the submission requirements and meet the minimum qualifications will be evaluated and scored according to the criteria indicated below. A minimum of fifty (50) points must be achieved in this phase to be considered responsive. (A responsive proposal is one that meets or exceeds the requirements stated in this RFP.) A minimum of five (5) points must be achieved for each rating/scoring criterion.

Rating/Scoring Criteria	Maximum Possible Points
1. Cost*	30 points
2. Experience conducting public opinion polling in California on environmental, social, and/or other public policy issues.	20 points
3. Experience conducting focus groups in California on environmental, social, and/or other public policy issues.	20 points
4. Experience summarizing public opinion research in verbal and written formats to multiple audiences, including elected officials.	10 points
5. Experience conducting public opinion research in multiple languages and in conducting public opinion research that represents the geographic and demographic diversity of California's adult population.	10 points
6. Knowledge of coastal access issues and patterns in California.	5 points
7. Knowledge of coastal access issues and patterns in California and of the work of the State Coastal Conservancy and California Coastal Commission.	5 points
Total possible points	100 points

California Public Records Act (Government Code Section 6250, *et seq.*) and subject to review by the public.

Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the Conservancy. The Conservancy must retain proposals for Department of General Services review and approval prior to the return of any proposals.

10. Agreement Execution and Performance

The content of this RFP may be incorporated by reference into the final contract. See the sample Agreement terms and conditions included in this solicitation.

No agreement between the Conservancy and the successful proposer is in effect until the contract is signed by the Contractor, approved by the Conservancy's Executive Officer, and approved by the Department of General Services.

Performance shall start not later than 30 days, or on the express date set by the Conservancy and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed-upon time, the Conservancy, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's proposal price and the actual cost of performing work by another contractor.

All performance under the agreement shall be completed on or before the completion date section of the agreement. All billing must be completed before the termination date of the agreement.

The contract executed as a result of this RFP will be able to be amended by mutual consent of the Conservancy and the Contractor. The contract may require amendment as a result of project review, changes and additions, changes in project scope, or availability of funding. Should all funding allocated for the contract not be expended within the original contract term, or should additional funding be made available, the term of the contract may be extended at the option of the Conservancy for up to one year.

D. Darfur Contracting Act of 2008

Effective January 1, 2009, all solicitations must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, et seq.; Stats. 2008, Ch. 272) The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, Bid on or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a)).

Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a Bid or proposal to a State agency. (See # 1 on Attachment 4)

A scrutinized company may still, however, submit a Bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code section 10477(b). (See # 2 on Attachment 4)

ATTACHMENT 1

REQUIRED ATTACHMENT CHECKLIST

A complete proposal or proposal package will include the bid proposal and personnel qualifications (including resumes), statement of conflict of interest, and any SBE/DVBE forms and certifications, as well as the items identified below.

Complete this checklist to confirm the submission of items that must, unless identified as “Optional,” accompany your proposal for services and personnel qualifications as described in the RFP. Place a check mark or “X” next to each item that you are submitting to the Conservancy. For your proposal to be responsive, all required attachments must be submitted. This checklist should be submitted with your proposal package.

<u>Attachment</u>	<u>Name/Description</u>
_____ Attachment 1	Required Attachment Checklist
_____ Attachment 2	Proposal/Proposer Certification Sheet
_____ Attachment 3	Proposer References
_____ Attachment 4	Darfur Contracting Act of 2008 Certification
_____ Attachment 5	Small Business and/or DVBE Participation Certification Form. Forms can be found by following the appropriate links at the website http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx
_____ Attachment 6	Contractor Certification Clauses (CCC): The CCC are attached as Exhibit C to this RFP and can also be found online at www.dgs.ca.gov/ols under the Standard Contract Language tab.

ATTACHMENT 2

PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in triplicate with original signatures, unless the proposal is transmitted electronically. If the proposal is transmitted electronically, three (3) copies of documents requiring original signatures must be mailed or otherwise delivered. The proposal and/or documents requiring original signatures must be transmitted in a sealed envelope in accordance with RFP instructions.

Place all required attachments behind this certification sheet.

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

**An Unsigned Proposal/Proposer Certification Sheet
May Be Cause for Rejection**

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the employer and, if applicable, corporation number:		
7. Federal Employer ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print)	11. Title	
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/>	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>	
If yes, enter certification number: _____	If yes, enter your service code below: _____	
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes".		
Date application was submitted to OSBCR, if an application is pending:		

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employer tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 3

PROPOSER REFERENCES

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

List below three references for services performed within the last five years which are similar to the scope of work to be performed in this contract. If three references cannot be provided, please explain why on an attached sheet of paper. You can provide references and a discussion of services rendered on a different sheet of paper if desired, but the information on this form must be provided.

REFERENCE 1			
Name of Firm or Agency			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			
REFERENCE 2			
Name of Firm or Agency			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			
REFERENCE 3			
Name of Firm or Agency			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

ATTACHMENT 4

DARFUR CONTRACTING ACT OF 2008 CERTIFICATION

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
 Initials three years, business activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code
 Initials section 10476, 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,
 Initials business activities or other operations outside of the United States,
 + 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>	

Exhibit A: Sample Payment Conditions

COSTS AND DISBURSEMENTS

When the Conservancy determines that all “CONDITIONS PRECEDENT TO DISBURSEMENT” have been fully met, the Conservancy shall disburse to the contractor, in accordance with the approved project budget, a total amount not to exceed the amount of this contract, as follows:

The Conservancy shall make disbursements to the contractor on the basis of services rendered and costs incurred to date less ten percent (10%) upon satisfactory progress in accordance with schedules, budgets, and other provisions of this contract, and upon submission of a “Request for Disbursement” form (available from the Conservancy), which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall make the final disbursement upon the contractor’s satisfactory completion of the “PROJECT COMPLETION” section, below.

The Conservancy will reimburse travel and other expenses necessary to the project if those expenses are reasonable in nature and amount, taking into account the project and its location and other relevant factors, and if those expenses are documented by appropriate receipts. The Conservancy will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations, except that reimbursement may be in excess of these rates upon provision of documentation that rates in compliance are not reasonably available to the contractor. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. Airline travel will not be reimbursed without prior agreement with the Conservancy.

The contractor shall request disbursements by filing with the Conservancy a fully executed “Request for Disbursement” form (available from the Conservancy). The contractor shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred of all work done for which disbursement is requested. The forms shall also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the contractor shall sign the forms. Each form shall be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the contractor has incurred.
2. Original invoices from contractors that the contractor engaged to complete any portion of the work funded under this agreement and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.
3. Written substantiation of completion of the portion of the project for which the contractor is requesting disbursement.

With each form, the contractor shall submit a supporting progress report summarizing the current status of the project and comparing it to the status required by the work program (budget, timeline, tasks, etc.). The contractor's failure to fully execute and submit a Request for Disbursement form, including attachment of supporting documents, will relieve the Conservancy of its obligation to disburse funds to the contractor until the contractor corrects all deficiencies.

EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

The contractor shall expend funds in the manner described in the approved project budget. The allocation of the Conservancy's total grant among the items in the project budget may vary by as much as ten percent without approval by the Executive Officer. Any difference of more than ten percent must be approved in writing by the Executive Officer. The Conservancy may withhold payment for changes in particular budget items which exceed the amount allocated in the project budget by more than ten percent and which have not received the approval required above. The total amount of this contract may not be increased except by amendment to this agreement. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

PROJECT COMPLETION

Within ninety days of completion of the project, the contractor shall supply the Conservancy with evidence of completion by submitting a final report which includes:

1. All deliverables identified in the project budget
2. A fully executed final "Request for Disbursement" form.

Within thirty days of contractor's compliance with this paragraph, the Conservancy shall determine whether the contractor has satisfactorily completed the project. If so, the Conservancy shall issue to the contractor a letter of acceptance of the project. The project shall be deemed complete as of the date of the letter.

TERM OF AGREEMENT

This agreement shall be deemed executed and effective when signed by both parties and approved by the Department of General Services and received in the office of the Conservancy. An authorized representative of Contractor shall sign the first page of the originals of this agreement in ink. This agreement shall run from the effective date through [approximately one year plus three months after date of execution] (the "termination date") unless otherwise terminated or amended as provided in this agreement. However, all work shall be completed by [approximately one year after date of execution] ("the completion date").

EARLY TERMINATION, SUSPENSION OR FAILURE TO PERFORM

In addition to the right to terminate for cause under "GENERAL TERMS AND CONDITIONS", below, the Conservancy may terminate this contract for any reason by providing seven (7) days written notice to the Contractor. During the term, the Conservancy may also suspend the contract before the work is complete. In either case, upon receipt of notice of termination, the Contractor shall immediately stop work under the contract and take whatever measures are necessary to prevent further costs to the Conservancy under this contract. The Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the Contractor

in the performance of this contract up to the date of notice to terminate or suspend, but only up to the unpaid balance of total funds authorized under this contract.

Any notice suspending work under this contract shall remain in effect until further written notice from the Conservancy authorizes work to resume. On or before the date of termination of the contract under this section, the Contractor shall provide the Conservancy with all work, material, data, information, and written, graphic or other work produced or developed under this contract (whether completed or partial), in appropriate, readily useable form.

The Contractor shall include in any contract with any subcontractor retained for work under this contract a provision that entitles the Contractor to suspend or terminate the contract with the subcontractor for any reason on written notice and on the same terms and conditions specified in this section.

Exhibit B: General Terms and Conditions:

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges

that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with

Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: “For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.”

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. DISCLOSURE OF FINANCIAL INTEREST: The Contractor shall complete and return all financial disclosure forms within ten days of receipt from the Conservancy, including those disclosure forms received at the termination of the contract. The Contractor shall be responsible for filing annual disclosure forms (California Form 700) with the Fair Political Practices Commission.

Exhibit C: Contractor Certification Clauses

CCC-307

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the 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, 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 over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

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.

**Exhibit D: Certified Small Business Enterprise (SBE) and
Disabled Veteran Business Enterprise (DVBE)
Instructions and Information**

The Office of Small Business and DVBE Services (OSDS) offers program information and may be reached at:

Department of General Services
Office of Small Business and DVBE Services
707 3rd Street, 1st Floor, Room 400
West Sacramento, CA 95605

Homepage: <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>

Receptionist: (916) 375-4940

Fax: (916) 375-4950

E-mail: OSDSHelp@dgs.ca.gov

CERTIFIED SMALL/MICRO BUSINESS AND NON-SMALL BUSINESS INFORMATION

In order to receive Small Business Preference, which may be extended to a Small/Micro Business or Non-Small Business, Proposers must be certified by the State Department of General Services, Office of Small Business and DVBE Services (OSDS) as a small/micro business. Documentation of DVBE certification must be submitted with the RFP proposal. Please provide DVBE Declarations Std. Form 843, and DGS• Bidder Declaration Form GSPD-05-105 with your proposal.

Definition

- A. Small business means a business certified by the Office of Small Business Disabled Veteran Services (OSDS) in which:
1. The principal office is located in California.
 2. The owners or officers are domiciled in California.
 3. The business is independently owned and operated.
 4. The business, with any affiliates, is not dominant in its field of operation.
 5. And either:
 - a. The business, together with any affiliates, has 100 or fewer employees and average annual gross receipts of \$14,000,000 (14 million) or less over the previous three tax years, or
 - b. The business is a manufacturer with 100 or fewer employees.

OR

Proposers who qualify as a Non Profit Veteran Agency (NVSA) can be certified as a small business and are entitled to the same benefits as a small business. A NVSA means an entity that:

1. Is a community-based organization,
2. Is a nonprofit corporation (under Section 501(c)(3) of the Internal Revenue Code), and
3. Provides housing, substance abuse, case management, and employment training services (as its principal purpose) for:
 - low income veterans,
 - disabled veterans, or
 - homeless veterans
 - and their families

B. Microbusiness means a small business certified by OSDS in which:

1. The principal office is located in California.
2. The owners or officers are domiciled in California.
3. The business is independently owned and operated.
4. The business, with any affiliates, is not dominant in its field of operation.
5. And either:
 - a. The business, together with any affiliates, averages annual gross receipts of \$3,500,000 (3.5 million) or less over the previous three years, or
 - b. The business is a manufacturer with 25 or fewer employees.

C. Commercially Useful Function for Small Business

A certified small business or microbusiness shall provide goods or services that contribute to the fulfillment of the contract requirements by performing a “commercially useful function” defined as follows: 1) is responsible for the execution of a distinct element of the work of the contract; 2) carries out its obligation by actually performing, managing or supervising the work involved; 3) performs work that is normal for its business services and functions; and 4) is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. A small or microbusiness contractor, subcontractor or supplier is not performing a “commercially useful function” if its 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 small business or microbusiness participation. (Government Code Section 14737(d)(4); Military & Veterans Code section 999(e)(2); Title 2 California Code of Regulations section 1896.61(1)).

D. Eligibility

A business must be formally certified by OSDS to receive the small business or microbusiness preference.

E. Benefits of Certification

A certified small business or microbusiness is entitled to claim a five percent preference in bidding on state contracts. Proposer will receive a point preference of 5 points on the total score of the highest scoring responsible Proposer. Certified small business or microbusinesses are also entitled to interest penalties paid by the state for late payment of invoices. The penalties are greater for certified small business or microbusinesses than for non-certified businesses.

F. Non-Small Business Preference Program

The preference to a non-small business Proposer that commits to small business or microbusiness subcontractor participation of twenty-five percent (25%) of its net bid price shall be five percent (5%) point preference based on the total score of the highest scoring responsible proposer. A non-small business which qualifies for this preference may not take an award away from a certified small business. See Government Code section 14838 (b)(1)(2).

DVBE PARTICIPATION PROGRAM INFORMATION

Department may formally exempt a solicitation from California DVBE Program requirements overall and still include the DVBE Incentive. Bidders should review the bid document closely to determine if the California DVBE Program requirement is included in the solicitation language.

California DVBE Program requirements, when included, are not optional and must be met. If a bidding firm does not undertake DVBE program activities as specified in the solicitation and make efforts to document those activities through 1) the selection of a DVBE firm, or 2) through submission by the bidder of a disabled veteran business enterprise utilization plan that has been approved prior to the solicitation due date by the Department of General Services.

DVBE DEFINITIONS

For DVBE certification purposes, a "disabled veteran" is:

- A veteran of the U.S. military, naval, or air service;
- The veteran must have a service-connected disability of at least 10% or more; and
- The veteran must be domiciled in California.

To be certified as a DVBE, your firm must meet the following requirements:

- Your business must be at least 51% owned by one or more disabled veterans;
- Your daily business operations must be managed and controlled by one or more disabled veterans
 - The disabled veteran who manages and controls the business is not required to be an owner of the applicant business; and
- Your home office must be located in the U.S. (the home office cannot be a branch or subsidiary of a foreign corporation, foreign firm, or other foreign based business).
- DVBE limited liability companies must be wholly owned by one or more disabled veterans.

DVBE ELIGIBILITY

Each DVBE firm must be formally certified as a DVBE by Office of Small Business and DVBE Services (OSDS). The DVBE program is not a self-certification program. Proposer must have submitted application to OSDS for DVBE certification by the bid due date to be counted in meeting participation goals. Documentation of DVBE certification must be submitted with the RFP proposal.

DVBE INCENTIVE PROGRAM

The DVBE Incentive program was established pursuant to Military & Veterans Code § 999.5(2) and Department of General Services' Regulations 2 CCR §§1896.98 *et seq.* The information below explains how the incentive is applied and how much of an incentive will be given.

The following are key elements of the DVBE Incentive Program.

- a. The DVBE Incentive is applied during the evaluation process and is only applied to responsive proposals from responsible firms proposing the percentage(s) of DVBE participation for the incentive(s) specified in the solicitation.
- b. DVBE Incentive participation is optional and at the discretion of the proposing firm.
- c. When requesting the Incentive application, bidding firms must complete and return the DVBE Incentive Application Request included within this solicitation with their proposal at time of submission.
- d. The Incentive is calculated by multiplying the solicitation's total points possible by the level of DVBE participation (as a percentage) identified by the responding firm. This amount is then added to the firm's total points to determine if they have the high score. Computation is for evaluation purposes only and cannot be used to achieve any applicable minimum point requirements. (CCR §1896.99.100 (d))
- e. Services or commodities provided by the DVBE firm MUST meet the definition of a "Commercially Useful Function" as defined under Government Codes: §§14837; 14838.6; 14839; 14842; 14842.5 and Military and Veterans Code §§ 999 and 999.6. A DVBE firm not meeting CUF regulations will render the responding firm ineligible for the DVBE Incentive application.

DVBE Incentive Application Based on High Score Method

Because this solicitation is being conducted as a Request for Proposals Secondary, the DVBE Incentive application will be based on the High Score method and follows the guidelines identified below:

- The Incentives shall not exceed 3 percent, nor be less than 1 percent of the total possible available points, not including points for socioeconomic incentives or preferences. (CCR § 1896.99.120 (b)).
- Incentive points are included in the sum of non-cost points
- Incentive points cannot be used to achieve any applicable minimum point requirements

A bidder who meets or exceeds DVBE participation requirements specified in the solicitation will receive proposal evaluation points as shown below:

Confirmed DVBE Participation of: Incentive Amount

DVBE Participation	DVBE Incentive
100%	3 points
66% up to 99.99%	2 points
3% up to 65.99%	1 points

RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, contact the contracting official at the awarding department for this solicitation. 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.

DVBE Incentive Application Request

Under the DVBE Incentive Regulations, CCR § 1896.99.100, I request the application of the DVBE Program Incentive to my bid response for this RFP to determine if my firm may be in line for bid award.

I understand that the DVBE Incentive application will not be applied when the lowest responsive, responsible bid is from a California certified Small Business and that firm has been determined to have met bid requirements and is the awarded firm.

I understand the DVBE firm(s) selected must provide a “Commercially Useful Function” as required under MVC Section 999.9 of the (SB/NVSA and DVBE) and GC section 14842 (SB/MB).

I understand I will be required to report my firm’s DVBE activities quarterly to the program contract manager and the Conservancy SB/DVBE Advocate until the DVBE participation incentive level my firm has identified has been met.

I understand that subsequent amendments to the contract may require continued use of the identified DVBE firm if that contract amendment adds additional funding for continued services.

As the Bidding firm, I identify the following percentage of DVBE participation for this solicitation: _____ percent.

SECTION A - BIDDING/PROPOSING FIRM INFORMATION

Firm Name						
Firm Representative				Title		
Firm Address						
	City:			State:	ZIP	
Firm Telephone						
Firm Email Contact:						

SECTION B - PROPOSED DVBE FIRM(S)

DVBE Firm Name						
Firm Representative				Title		

Firm Address				
	City:		State	ZIP
Firm Telephone				
Firm Email Contact:				
DVBE Certification	DGS OSDS No.		Date of Expiration	

Instructions to Bidder:

1. Complete Section A information;
2. Fax this form to DVBE firm to complete Section B.
3. Instruct the DVBE firm to include a copy of their DGS Office of Small and DVBE (OSDS) Services Certification when the form is returned.
4. The Incentive Application Request must be included with your bid/proposal to be considered for the DVBE Incentive application.