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# CALIFORNIA STATE AUDITOR

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November 3, 2011

### REQUEST FOR PROPOSAL RFP No. 11-02 -Addendum 1

#### Notice to Prospective Proposers for Architectural and Space Planning Services

Dear Interested Bidders:

RE: Request for Proposal (RFP) 11-02 Architectural and Space Planning Services

Thank you for your interest in our RFP No. 11-02 for Architectural and Space Planning Services. In response to questions we received regarding the RFP, we are providing potential bidders, who have contacted us with questions or submitted a Letter of Intent, responses to the questions.

We received several questions about the location of the office space. The State has not yet selected a building or specific location. However, the State anticipates that the office space will be located in close proximity to the State Capitol in Sacramento, California.

We also received questions and comments related to cost estimates. RFP No.11-02 Addendum 1 dated November 3, 2011, removes the requirements for bidders to submit cost estimates as previously requested in the cost section (g) of the RFP No. 11-02. The Addendum 1 also changes the preferences and incentives for Small Business and Disabled Veteran Business Enterprise to a non-cost based incentive.

Finally, the time schedule has changed to allow additional time for interested bidders to review the Addendum 1 and the responses to questions. Proposals must be submitted and received not later than 9 a.m. on November 21, 2011.

The Questions and Responses and the Addendum 1 can be viewed on our Web site in the Opportunities For Services section at [www.bsa.ca.gov](http://www.bsa.ca.gov). Hard copies of these documents are available upon request.

Again, thank you for your interest in the RFP.

Sincerely,

ANA CLARK  
Fiscal Services Manager

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\*Required

## **KEY DATES**

Listed below are the important dates and times by which the actions must be taken or completed. If the Bureau of State Audits finds it necessary to change any of these dates, it will be accomplished by addendum.

<b>Action</b>	<b>Time</b>	<b>Date</b>
1. Release of RFP		October 7, 2011
2. Intent to Bid Postcard/Letter		October 17, 2011
3. Questions Due		October 24, 2011
<b>4. Proposals Due</b>	<b>9:00 a.m.</b>	<b>November 21, 2011</b>
5. Opening of Proposals	9:30 a.m.	November 21, 2011
6. Tentative Award of Contract		December 14, 2011
7. Contract Execution		January 3, 2012

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**Section I**

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**REQUEST FOR PROPOSAL— Architectural and  
Space Planning Services**

The State of California through the Bureau of State Audits (State) requests proposals to be submitted for the following purpose and in accordance with each of the following terms and conditions:

**1. PURPOSE**

In this request for proposal (RFP) the State solicits qualified bidders to provide full service architectural and space planning services through the space design and construction phases described in paragraph 2.

**2. BACKGROUND AND SCOPE OF WORK**

The State is seeking experienced architectural and space planning professionals to assist in planning, space design, and supervising the construction of approximately 58,000 square feet of office space. To the extent possible, the State will use the existing furniture systems and thus, any new furniture will need to complement the existing furniture system.

As of October 31, 2011, the specific building and office space has not yet been determined. The State plans to secure office space in close proximity to the State Capitol in Sacramento, California.

The State Auditor has yet to approve a schedule for the project; however, the expectation is that the project will commence January 9, 2012, and the space will be ready to be occupied by December 15, 2012.

**3. RESPONSIBILITIES AND DELIVERABLES**

Basic design services shall include the following responsibilities at a minimum and any additional responsibilities reasonably necessary and customarily provided by architectural design and space planning professionals. The project is described in three phases below:

*Phase I*

*Planning Phase: Prepare a facility assessment and space needs analysis. This assessment should consider the State's current and anticipated staffing mix, space utilization, furniture and office needs, storage, and workroom needs.*

- Participate in a series of space requirements meetings with State staff from various units and divisions.

- Assess the State's selected space to determine the most favorable balance between shared work areas, private work stations, and private offices. The assessment should consider space design to accommodate anticipated growth.
- Evaluate and include existing furniture systems and other existing office furnishings in new space design.

### *Phase II*

*Preconstruction Phase: Develop drawings, plans, and specifications necessary for construction space planning, and furniture.*

- Coordinate with the building management of the selected space to evaluate the HVAC, electrical, security, telecommunications systems, and other logistics deemed necessary.
- Develop designs and drawings, specifications and plans (including cost estimates and timelines) consistent with applicable Federal/State/Local code requirements and State's needs.
- Ensure the necessary approvals and permits for design and construction are obtained when applicable.
- Assist the State in developing bidding documents for construction or other needs as determined, and responding to potential contractor questions.

### *Phase III*

*Construction Phase: Oversee all construction and furniture installation activities.*

- Establish project schedules to minimize staff disruption, downtime, and construction delays.
- Consider potential temporary relocation of personnel and equipment from areas to be renovated due to the use existing office furnishings.
- Ensure construction is in-line with approved architectural design.
- Ensure furniture installed is in-line with approved final floor plan.

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## Section II

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### **Proposal Requirements and Information**

#### **1. TIME SCHEDULE**

All prospective contractors are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

<b>Event</b>	<b>Date</b>
RFP Posting on State Web site	October 7, 2011
Intent to Bid Postcard/Letter Due	October 17, 2011
Written Questions Submittal Deadline	October 24, 2011
Final Date for Proposal Submission	November 21, 2011
Opening of Proposals	November 21, 2011
Confidential Discussion/Interviews with Bidders	December 5, 2011 – December 9, 2011
Evaluation Completed	December 13, 2011
RFP Award Notice Posted at State Web site	December 14, 2011
Agreement Award	December 19, 2011
Contract Approved And Signed	January 3, 2012
Contract Work Starts	January 9, 2012

#### **2. DUE DATE**

TIME IS OF THE ESSENCE. Proposals must be submitted and received not later than **9 a.m. November 21, 2011**, and shall be delivered via Federal Express or other similar delivery service. Late proposals will not be accepted without exceptional cause and the express written permission of the State.

#### **3. ADDRESS**

Proposals shall be sent in a sealed envelope, clearly marked:  
**"Response to RFP No. 11-02,"** and addressed to:

Bureau of State Audits  
Attention: Ana Clark  
555 Capitol Mall, Suite 300  
Sacramento, California 95814

#### 4. QUESTIONS

Prospective contractors requiring clarification or further information on the intent or content of this RFP or on procedural matters regarding the competitive bid process may request clarification by submitting questions with a cover page clearly marked "**Questions Relating to RFP No. 11-02**" via fax to (916) 327-0019 or mail to:

Bureau of State Audits  
Attention: Ana Clark  
Questions Relating to RFP No. 11-02  
555 Capitol Mall, Suite 300  
Sacramento, CA 95814

To ensure response from the State, questions must be received in writing by **5 p.m. October 24, 2011**. Question and answer sets will be provided to all prospective contractors without identifying the submitters.

If disclosing questions regarding a proposal to other prospective contractors would compromise proprietary information, a prospective contractor may seek clarification or further information on the content of the RFP by marking the question packet "CONFIDENTIAL" and submitting questions as described above. The prospective contractor must explain why his/her questions are sensitive in nature. If the State concurs that disclosure of the question or answer would expose the proprietary nature of the proposal, the question will be answered and both the question and answer will be kept in confidence. If the State does not concur with the proprietary aspect of a question, the question will not be answered in this manner and the prospective contractor will be so notified.

#### 5. COPIES

The prospective contractor should submit one original and six (6) legible copies of its proposal. The original proposal must be marked "ORIGINAL COPY." All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to legally bind the proposing firm. All additional proposal sets may contain photocopies of the original package.

#### 6. FORMAT OF PROPOSALS

To facilitate the two-stage review of proposals as described in Paragraph 9 of Section II of this RFP, each proposal should be submitted in two separate parts and in sealed envelopes.

## **7. MINIMUM CONTENTS OF PROPOSAL**

At the sole discretion of the State, a proposal may be eliminated from consideration if it fails to contain each of the following provisions or to provide a justification satisfactory to the State for its exclusion:

a. Contractor.

Identification of the prospective contractor, including the name of the firm submitting the proposal, its mailing address, telephone number, e-mail, and contact person for the proposal.

b. Management.

Identification by name of the lead personnel the contractor proposes to assign to the engagement. Contract terms will not permit substitution of lead personnel without prior written approval of the State.

c. Personnel.

For each individual that the prospective contractor proposes to assign to the engagement (excluding administrative support), the proposer must provide a summary of similar work or projects performed, a resume, and a statement indicating his/her planned responsibilities under the contract. Any limiting factors on the availability of these individuals should be identified. Individuals assigned to the engagement must have experience and expertise in architectural and space planning services. The proposer must provide a list of any outstanding litigation in which the proposer is a named party. Former employees of the State may not work on any State contract project within one year of termination. The State, in its sole discretion, reserves the right to reject any individual proposed to be assigned to the engagement.

d. Related experience.

Prospective contractors shall provide the State with a listing of similar architectural and space planning services described in this RFP. Specifically, the list must include three examples of projects in which the contractor was responsible for the oversight of architectural and space planning projects. The listing should include:

- Title of the project;
- Name of the entity;
- Brief description of the project; and
- Name and telephone number of the entity's contracting officer.

By furnishing this information, the prospective contractor gives permission to the State to contact these entities regarding the prospective contractor's past performance.

If the firm is newly organized, a listing of projects completed by lead personnel during previous employment may be acceptable. Moreover, if the contractor is a joint venture, the experience of the joint venturers may be combined.

e. Subcontracts.

The prospective contractor must list any prospective subcontractors it plans to use in performing the work, including a listing of the individuals the subcontractor proposes to assign to the engagement, in accordance with subparagraphs (b) and (c) of this paragraph. Prospective subcontractors must also be listed on the Bidder Declaration, Attachment G to this RFP. The State, in its sole discretion, reserves the right to reject subcontractors proposed by the contractor.

f. Methodology.

The proposal shall include a description of the prospective contractor's overall approach to providing the services described in Section I of this RFP. Additionally, the proposal must include a specific project approach that includes the following:

- A statement describing relevant experience in architectural and space planning that demonstrates the ability to accomplish the scope of services described in this RFP.
- Specific steps the prospective contractor will take in order to provide the services for each of the phases described in Section I of this RFP.
- Each phase should identify the specific approach to be used in completing the project phase, a proposed time schedule for the completion of each phase, specific methods to be used for completing each phase, and planned resources allocated to each phase including sub-contractors to be used to complete each phase.
- Proposals should also include the approach to be used to monitor timelines, performance, and cost.

g. Preference for Small Business.

The proposal shall indicate if the firm claims a small business preference and, if applicable, must certify their small business certification using Attachment F. Prospective small business subcontractors must be listed on the Bidder

Declaration attached to this RFP (Attachment G) and certifications issued by the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services must also be submitted with the proposal.

If a firm qualifies for this Small Business Preference, the State will add five preference points to the firm's Phase I, Part 1 score.

h. Incentive for Disabled Veterans Business Enterprise Participation.

The proposal shall indicate if the firm claims Disabled Veterans Business Enterprise (DVBE) participation and if applicable, must certify their DVBE participation using Attachment E. Prospective DVBE subcontractors must be listed on the Bidder Declaration attached to this RFP (Attachment G) and certifications issued by the Department of General Services, Office of Small Business and DVBE Services must also be submitted with the proposal.

If a firm qualifies for the DVBE incentive, the State will add up to five incentive points to the firm's Phase I, Part I score. Attachment E describes the percentage incentive for bidders who provide DVBE participation.

i. Darfur Contracting Act Certification.

The proposal shall include an executed Darfur Contracting Act Certification. The Certification is Attachment D to this RFP.

## **8. OTHER CONTENTS OF PROPOSAL**

The prospective contractor may include any relevant information and pertinent exhibits in the proposal. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this solicitation letter. Emphasis should be on conformance to the instructions and responsiveness to the requirements described herein, and on completeness and clarity of content.

Proposals must be complete in all respects and submitted by dates and times shown in Section II, Item 1 of this RFP. A proposal may, in the sole discretion of the State, be rejected if it is conditional, incomplete, or it contains any alterations of form or other irregularities.

## 9. REVIEW PROCESS AND CRITERIA

### *Phase I*

Subject to paragraphs 7 and 12 of this Section II, the State will select the successful contractors on the basis of merit with a preference of 5 points given to qualified small businesses and the applicable percentage preference for DVBE participation.

Part I (Technical Merit)

An evaluation committee will score the merit of each proposal using the following criteria:

<b>Criteria for Evaluating Merit of Proposals</b>	<b>Maximum Points</b>
<b>Technical Aspects of Proposal:</b>	
Quality of approach and methodology	30
Clarity and succinctness of proposal	10
<b>Organizational Capabilities:</b>	
Demonstrated ability to successfully manage projects of similar scale.	25
Qualifications and experience of management and lead staff to be assigned to the project	20
Related organizational experience	15
Small Business Preference or DVBE participation	5
<b>TOTAL</b>	<b><u>105</u></b>

Any proposal not receiving a merit score of 75 or more will be eliminated from further consideration. To determine the merit score, the State may apply a statistical averaging method to scores submitted by an evaluation committee.

## Part II

### Interview (Total Maximum points = 100)

Proposers with the top five highest scores from Phase I provided herein, will be required to conduct an oral interview at a time and place to be announced. The interview will provide an opportunity for consideration of the firm's organization, location, staffing, presentation and communication skills, and/or other specific areas of the proposal. Proposers will also be evaluated on their experience in commercial, architectural, and space planning. The lead contact person must also be the lead person at the interview. The interview score added to the evaluation team score will constitute the score for each finalist.

During the evaluation and selection process, the State may request the presence of a prospective contractor's representative for answering specific questions, orally and/or in writing. If discrepancies between sections or other errors are found in a final proposal, the State may reject the proposal; however, the State may, in its sole discretion, retain the proposal and correct any arithmetic or transposition errors in price or quantity.

## **10. FINAL TOTAL SCORE AND NOTICE OF INTENT TO AWARD**

The State will contact the firm with the highest total score at the end of Phase II to negotiate a fair and reasonable price in accordance with Government Code 4528 (a). The State will notify all prospective contractors of its tentative decision to award the contract. Within five days after the notification is mailed by the State, any person or firm that has submitted a proposal can protest the tentative award of the contract to another party by submitting the grounds for the protest to the State. The State will make a final award of the contract if it determines that the grounds for the protest are invalid.

If the State determines that the grounds for the protest are valid, the State will notify all prospective contractors of the tentative change in the award of the contract. The procedure described in the previous paragraph will then again be followed.

## **11. RIGHT TO REJECT ANY OR ALL PROPOSALS**

The policy of the State is to solicit proposals with a bona fide intention to award a contract. The State, in its sole discretion, may reject any and all bids submitted in response to this RFP, without regard to the cost or quality of any proposal, or other considerations upon determination that it is in the best interest of the State to do so.

## **12. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

Any proposal that the State receives before the deadline to submit proposals may be withdrawn or modified by written request of the prospective contractor. However, to be considered, the modified proposal must be received by the deadline.

### **13. MODIFICATION OR AMENDMENT OF THIS REQUEST**

This RFP may be modified at any time prior to the time set for receipt of proposals and thereafter as long as no proposal has been opened. Upon any such modification, all prospective contractors will be notified, and any person or firm who has expressly requested such notice in writing will also be notified. However, persons or firms who have been invited to propose, but who have not indicated their interest in writing, may not be notified of such changes at the discretion of the State.

### **14. INCORPORATION OF ATTACHMENTS**

This RFP consists of 35 pages and contains the following attachments, which are hereby incorporated into this proposal by reference:

- Attachment A:** Standard Agreement Form
- Attachment B:** General Terms and Conditions
- Attachment C:\*** Certification of Special Terms and Conditions
- Attachment D:\*** Darfur Contracting Act Certification
- Attachment E:** Disabled Veteran Business Incentive
- Attachment F:\*** Proposal/Proposer Certification Sheet
- Attachment G:\*** Bidder Declaration
- Attachment H:** Required Attachment Checklist

## **15. ACCEPTANCE**

Proposals to this request by prospective contractors constitute an express acceptance of all provisions of this RFP, including all attachments, exhibits, and schedules. If a prospective contractor indicates an unwillingness to accept any provision, its proposal may be rejected by the State. However, the State, in its sole discretion, may negotiate with the contractor on specific provisions of the final agreement.

## **16. PUBLIC DISCLOSURE OF PROPOSAL**

All proposals will become property of the State and will, along with the summaries of evaluations, be available to the public for review after the contract is awarded. Proprietary information in the proposals will remain confidential as permitted by law. To prevent its release to the public, the proposer must indicate what information in the proposal is proprietary, along with a citation to the relevant provisions of law exempting or precluding that information from public disclosure.

Standard Agreement Form

STATE OF CALIFORNIA  
**STANDARD AGREEMENT** — APPROVED BY THE ATTORNEY GENERAL  
 STD. 2 (REV. 5-81)

CONTRACT NUMBER	AM. NO.
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY
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\_\_\_\_\_, hereafter called the State, and

CONTRACTOR'S NAME \_\_\_\_\_, hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)*

CONTINUED ON \_\_\_\_\_ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.  
 IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY	CONTRACTOR <i>(If other than an individual, state whether a corporation, partnership, etc.)</i>
BY (AUTHORIZED SIGNATURE) ▷	BY (AUTHORIZED SIGNATURE) ▷
PRINTED NAME OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING
TITLE	ADDRESS

AMOUNT ENCUMBERED BY THIS DOCUMENT \$	PROGRAM/CATEGORY (CODE AND TITLE)	FUND TITLE	<i>Department of General Services Use Only</i>
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$	(OPTIONAL USE)		
TOTAL AMOUNT ENCUMBERED TO DATE \$	ITEM	CHAPTER    STATUTE    FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE)		
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER ▷		DATE	

CONTRACTOR   
  STATE AGENCY   
  DEPT. OF GEN. SER.   
  CONTROLLER

**Attachment B**

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**General Terms and Conditions**

1. **PURPOSE** \_\_\_\_\_ (See Section I of this RFP).
2. **TERM** \_\_\_\_\_ (See Section I of this RFP).
3. **DESCRIPTION OF SERVICES** \_\_\_\_\_ (See Section I of this RFP).
4. **AMOUNT PAYABLE**

The total amount payable under this Agreement may not exceed \_\_\_\_\_ and is payable as follows:

- (a) The State shall pay the Contractor for each hour of services actually performed under this Agreement in accordance with the hourly rate schedule attached hereto as \_\_\_\_ (as negotiated with selected Contractor).
- (b) The State agrees to reimburse the Contractor for services performed by the Contractor, upon the prior written approval of the State in locations other than the premises of the State in Sacramento, California. The State shall pay the Contractor for these services in accordance with subdivision (a) of this paragraph.
- (c) In consultation with the Contractor, the State shall make arrangements for any travel required under this Agreement and shall pay the Contractor for travel and living expenses incurred by the Contractor, as documented by the Contractor in the manner prescribed by the State, in providing the services that are the subject of this Agreement at locations other than the Contractor's usual place or places of business. Reimbursement shall be made as follows:
  - (i) Airfare: commercial carrier coach fare rate, supported by a receipt.
  - (ii) Other transportation: actual, reasonable expense, supported by a receipt.
  - (iii) Living expense: actual expenses, not to exceed maximum state employee reimbursement rates for nonrepresented employees, to be claimed and computed in accordance with the Department of Personnel Administration regulations in effect when the expenses are incurred.
- (d) The State shall reimburse Contractor for Contractor's actual out-of-pocket expenses. Contractor shall not charge the State any overhead or cost of advancing funds in connection with these expenses. All reimbursable expenses shall be supported by documentation at the time of billing, unless otherwise agreed to by the State prior to the expenditure. Reimbursable out-of-pocket expenses shall include, but not be limited to:

- (i) Postage
  - (ii) Messenger and courier service
  - (iii) In-house document reproduction at a rate not to exceed 10 cents per page. The billing statement shall contain a general description of documents copied, purpose, and number of copies made.
  - (iv) Long-distance telephone charges as they appear on the Contractor's bill (i.e., without markup)
  - (v) Outgoing facsimile at a rate not to exceed 25 cents per page, inclusive of long-distance charges
- (e) The consideration to be paid to the Contractor, as provided herein, is in compensation for all of the Contractor's expenses incurred in performance under this Agreement, including travel and living expenses.
- (f) The State may withhold an amount equal to ten percent (10%) of the amount claimed on each invoice submitted by the Contractor. The amounts withheld shall be paid by the State upon successful completion and acceptance of the work project by the State, and a determination by the State that Contractor has complied with Paragraph 9 of these General Terms and Conditions.
- (g) The State, in its sole discretion, may reduce the amount payable for a specific deliverable that the Contractor fails to deliver on the mutually agreed upon date by up to five percent (5%) of the amount payable for that deliverable.
- (h) The State shall make payment to the Contractor, as promptly as fiscal procedures permit, for services performed under this Agreement in accordance with applicable completion criteria and in accordance with the invoices submitted by the Contractor. The State's obligation to pay any amounts due under this Agreement is contingent upon the appropriation and approval of funds for that purpose. That payment is subject to Paragraph 15 of these General Terms and Conditions.
- (i) The Contractor, when billing the State for services under this Agreement, shall itemize the dates and hours, together with a description of the services performed, and shall identify specifically the individual performing those services and his or her title (for example, principal or associate consultant).
- (j) 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 audit services contemplated by the Agreement, 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 the Agreement.

- (k) The parties mutually agree that if the State Legislature does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

This contract, so far as it relates to the State, is valid and enforceable only if sufficient funds are made available to the State by the California State Legislature for the purpose of this program. In addition, this contract is subject to any special restrictions, limitations, conditions, any statute enacted by the State Legislature that may affect the provisions, terms or funding of this contract in any manner. The State has a financial obligation under this Agreement or the related Addendum to determine that existing appropriations are available, sufficient in amount to pay for such purchases or such other financial obligations.

Each participant has the option to terminate its participation, or to amend its contract, to reflect any reduction in funds.

## **5. CONTRACTOR PERSONNEL**

- (a) The Contractor, and the agents, employees, and subcontractors of the Contractor, shall act in the performance of this Agreement, in an independent capacity and not as officers, employees, or agents of the State.
- (b) Subject to Subparagraph (a) of this Paragraph 5, the Contractor shall ensure that its employees and agents, whenever performing services on the State's premises, observe all reasonable instructions and directions issued by the State.
- (c) The individuals named in the Agreement as identified by the Contractor and approved by the State, are essential to the services to be performed by the Contractor pursuant to this Agreement. The Contractor shall provide the State with names and resumes of the staff performing the work prior to commencing the work for review and approval. Should any of those individuals no longer be employed by the Contractor, or no longer be assigned by the Contractor to the performance of those services during the term of this Agreement, for whatever reason, the Contractor shall notify the State immediately in writing and the State shall consult promptly on a replacement. If the State indicates in writing to the Contractor that the proposed replacement is not satisfactory, the State may terminate this Agreement immediately by written notice and shall pay the Contractor for all work completed prior to the termination.
- (d) Nothing contained in this Agreement or otherwise shall create any contractual relationship between the State and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

## 6. PROJECT COORDINATOR

\_\_\_\_\_ is the designated Project Coordinator under this Agreement. The State may change the Project Coordinator at any time by submitting to the Contractor a notice of change signed by the State. \_\_\_\_\_ is the designated Project Coordinator for the Contractor. \_\_\_\_\_, on behalf of the Contractor, shall be responsible for coordinating with the State as required, or necessary for performance of the services provided under this Agreement.

## 7. BUSINESS SERVICES COORDINATOR

\_\_\_\_\_ is the designated Business Services Coordinator. Any questions regarding travel, reimbursements, billing, or other similar questions should be directed to \_\_\_\_\_ is the designated Business Services Coordinator for the Contractor.

## 8. RECORD RETENTION

- (a) Any records obtained by Contractor during the course of the project from any California public entity pursuant to the authority of the State are the exclusive property of the State and shall be returned to the State; however, the Contractor may retain copies of those records. All communications and records obtained, originated, or prepared by the Contractor pursuant to this Agreement, including papers, reports, blueprints, interview notes, and other documentation compiled by the Contractor pursuant to this Agreement, including the Contractor's administrative communications and records relating to this Agreement, shall be delivered to and shall become exclusive property of the State. The Contractor shall provide the State with copies of all such documents.
- (b) During the course of the project, at the request of the State, the Contractor shall promptly return all originals and copies of originals and copies of originals of writings, including, but not limited to, electronic copies, that were obtained by the Contractor from any California public entity pursuant to the authority of the State in connection with the project. Not later than 14 days following the completion of architectural services by the Contractor under this Agreement, the Contractor shall return all such original writings to the State. Notwithstanding the foregoing, the contractor may retain copies of such writings.
- (c) If Contractor is requested pursuant to subpoena or other legal process to produce its documents relating to this engagement for the State in judicial or administrative proceedings to which Contractor is not a party, the State shall reimburse Contractor at its standard billing rates for its professional time and expenses, including reasonable attorney's fees, incurred in responding to such requests.

## **9. RIGHTS IN DATA**

The ideas, concepts, know-how, or techniques relating to the subject matter of each individual project, developed during the course of this Agreement by the Contractor or jointly by the Contractor and the State can be used by either party in any way it may deem appropriate.

All inventions, discoveries, or improvements of the techniques or programs or materials developed pursuant to this Agreement shall be the property of the State. The State agrees to grant a nonexclusive royalty-free license for any such invention, discovery, or improvement to the Contractor or any other such person and further agrees that the Contractor or any other such person may sublicense additional persons on the same royalty-free basis.

This Agreement shall not preclude the Contractor from developing materials outside this Agreement, which are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this agreement. Pursuant to this Agreement, all pre-existing intellectual property, copyrights, trademarks and products held by the Contractor shall be the sole property of the Contractor.

## **10. STATE PERSONNEL**

The Contractor will not be permitted to use State personnel for performing services that are the responsibility of the Contractor unless that use is previously agreed to in writing by the Project Coordinator, and any appropriate adjustment in price is made. No charge will be made to the Contractor for the services of state employees while performing, coordinating, or monitoring functions.

## **11. ASSIGNMENT**

The Contractor may not transfer by assignment, subcontract, or novation the performance of this Agreement or any part thereof except with the prior written approval of the State as to each such assignment, subcontract, or novation.

## **12. AMENDMENT OF AGREEMENT**

This Agreement may be amended by mutual consent of the State and the Contractor. An alteration of or variation from the terms of this Agreement is not valid unless made in writing and signed by the parties of this Agreement.

### 13. NOTICE

- (a) Notice to either party may be given by certified mail properly addressed. Postage must be fully prepaid to the address beneath the name of each respective party in subparagraphs (c) and (d) of this Paragraph 13. That notice shall be effective when received as indicated by post office records or, if deemed undeliverable by post office, that notice shall be effective nevertheless 15 days after mailing.
- (b) Alternatively, notice may be given by personal delivery by any means whatsoever to the party at the address designated. That notice shall be deemed effective when delivered unless a legal holiday for state offices commences during said 24-hour period, in which case the effective time of the notice shall be postponed 24 hours for each intervening day.
- (c) For the above purposes, the State's address:

Bureau of State Audits  
555 Capitol Mall, Suite 300  
Sacramento, California 95814

- (d) For the above purposes, the Contractor's address is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 14. TERMINATION

- (a) The State may terminate this Agreement if it becomes necessary to end the project prior to its conclusion, upon giving a three-day advance notice in writing to the Contractor, as appropriate, in the manner herein specified. In that event, the Contractor agrees to use all reasonable efforts to mitigate any expenses or obligations hereunder.
- (b) In the event of termination, the State shall, subject to the appropriation and the availability of funds for that purpose, pay the Contractor for all satisfactory services rendered prior to notice of termination and for all expenses incurred by the Contractor prior to termination that are not included in charges for service rendered prior to termination and that could not have been avoided by reasonable efforts of the Contractor.
- (c) 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 in accordance with Subparagraph (b) of this Paragraph 14.

## **15. COVENANT AGAINST GRATUITIES**

The Contractor warrants by signing hereon that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or by any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement. For breach or violation of this warranty, the State may terminate this Agreement immediately, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items that the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this Paragraph 15 are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## **16. WAIVER**

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the State to enforce at any time any of the provisions of this Agreement or to require at any time performance by the Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions nor in any way to affect the validity of this Agreement or any part thereof or the right of the State thereafter to enforce each and every such provision.

## **17. DISPUTES**

- (a) Any dispute between the parties arising under or relating to the performance of this Agreement, which is not disposed of by agreement, shall be decided by the State and that decision shall be reduced to writing and mailed or otherwise furnished to the Contractor.
- (b) If the Contractor does not agree with the State's decision, either party may assert its other rights and remedies within this Agreement or within a court of competent jurisdiction.

## **18. LIMITATION OF LIABILITY**

- (a) The State's liability for this Agreement should not exceed the total amount payable under the Agreement.
- (b) In no event will the State be liable for consequential, incidental, indirect, special or punitive damages, even if notification has been given as to the possibility of such damages.

## **19. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY**

The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the bureau's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.

## **20. INDEMNIFICATION**

The 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 the Contractor in the performance of this Agreement.

## **21. LAW GOVERNING**

This Agreement, and any amendments to this Agreement, shall be governed by the laws of the State of California both as to interpretation and performance regardless of the specific location of any performance.

## **22. AGREEMENT IS COMPLETE**

This Agreement represents the complete and exclusive statement of the agreements between the State and the Contractor with respect to the subject matter of this Agreement, and supersedes all prior agreements, proposals, representations, and other communications, written or oral, between the State and the Contractor regarding this subject matter. The State and the Contractor agree that there are no oral or written covenants, conditions, or agreements with respect to the subject matter of this Agreement except as set forth in this Agreement.

## **23. PREVAILING CLAUSES**

In the event of a conflict between the provisions of any Rider or other Attachment to this Agreement and the provisions of the General Terms and Conditions of this Agreement, the provisions of these General Terms and Conditions shall govern.

## **24. CAPTIONS**

The paragraph headings appearing in this Agreement have been inserted for convenience and for ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent to the paragraphs to which they pertain.

## **25. PAYMENTS**

The Contractor will submit invoices at least monthly. The billings will include a separate itemized accounting of all charges, including appropriate original receipts for travel expenses and other administrative expenses. Invoices will be submitted in duplicate and sent to:

Bureau of State Audits  
Attention: Accounting Office  
555 Capitol Mall, Suite 300  
Sacramento, CA 95814

## **26. MATERIALS DELIVERY**

All report, materials, and communications, except as provided in Paragraph 28 to this Agreement, are to be delivered to the Project Coordinator:

Bureau of State Audits  
Attention: \_\_\_\_\_  
555 Capitol Mall, Suite 300  
Sacramento, CA 95814

## **27. FORCE MAJEURE**

Except for defaults of subcontractors, the Contractor and the State are not responsible for delays or failures to perform resulting from acts beyond the control of the nonperforming party. Those acts include, but are not limited to, acts of god, strikes, lockouts, riots, acts of war, epidemics, earthquakes, other disasters, governmental statutes or regulations imposed after the fact, and ancillary functions or utilities that are provided by a person or entity not a party to this Agreement. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and the default arises out of causes beyond the control of either the Contractor or the subcontractor, without the fault or negligence of either of them, the Contractor is not liable for damages for that delay or failure, unless the supplies or services to be furnished by the subcontractor were available from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

## **28. NONDISCRIMINATION**

During the performance of this Agreement, Contractor and its subcontractor 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 (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 (Government Code Section 12990 (a-f) et seq.) and 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 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.

## **29. TIME OF PERFORMANCE**

Time is of the essence for purposes of this Agreement including the performance of services under any schedule established under this Agreement.

## **30. WITHHOLDING ON PAYMENTS TO CALIFORNIA NONRESIDENTS**

Payments made to California nonresidents, including corporations, limited liability companies, and partnerships that do not have a permanent place of business in this state are subject to seven percent (7%) state income tax withholding (California Revenue and Taxation Code Section 18662).

Types of income subject to withholding include, but are not limited to, payments for services performed in California and payments of leases, rents and royalties for property (real or personal) located in California. No withholding is required on payments for goods. The Franchise Tax Board may reduce the withholding if the seven percent (7%) will result in substantial overwithholding or waive the withholding if the payee has a current history of filing California returns and/or making estimated payments when due. For more information, or to request a waiver or reduced withholding rate, contact:

Nonresident Withholding Waiver Requests  
Nonresident Withholding Section MS F-265  
Franchise Tax Board  
PO Box 651  
Sacramento, CA 95812-0651  
Telephone: (916) 845-4900; Fax: (916) 845-4831

## **31. 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.

### **32. INSURANCE REQUIREMENTS**

- (a) Insurance companies must be acceptable to the State. If self-insured, review of financial information may be required. Coverage for both general negligence and professional liability must be in-force for the complete term of contract. If insurance coverage expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this contract. Insurance policies shall contain a provision that states the coverage will not be cancelled without 30 days prior written notice to the State. The Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- (b) If the Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such even, subject to the provisions of this Contract.
- (c) Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the State.
- (d) The Contractor shall maintain general liability insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The policy must include the State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under the contract are concerned. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. Contractor shall provide proof of Professional Errors and Omissions Insurance covering any damages caused by an error, omission or any negligent acts.

### **33. CERTIFICATE OF SPECIAL TERMS AND CONDITIONS**

- (a) The contractor provided a certification of Special Terms and Conditions with its response to RFP # 11-02 which is attached hereto as Rider \_\_\_ to this Agreement and incorporated herein by reference as though fully set forth in this Agreement.

NOTE: ADDITIONAL TERMS AND CONDITIONS MAY APPLY DEPENDING ON THE PROPOSAL AND/OR THE PROPOSER.

**Attachment C**

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**Certification of Special Terms and Conditions**

1. **STATEMENT OF COMPLIANCE:** The Contractor's signature affixed hereon and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code, Section 12990 (a-f) and Title 2, California Code of Regulations, Section 8103.
2. **DRUG-FREE WORKPLACE CERTIFICATION:** By signing this contract, the Contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that the Contractor or grantee will comply with the requirements of the Drug-Free Act of 1990 (Government Code Section 8350 et seq.) 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, as required by Government Code, Section 8355 (a).
  - b. Establish a Drug-Free Awareness Program as required by Government Code, Section 8355 (b) to inform employees about all of the following:
    - 1) The dangers of drug abuse in the workplace;
    - 2) The person's or organization policy of maintaining a drug-free work workplace;
    - 3) Any available counseling, rehabilitation and employee assistance program; and
    - 4) Penalties that may be imposed upon employees for drug abuse violations.
  - c. Provide, as required by Government Code, Section 8355 (C), that every employee who works on the proposed contract:
    - 1) Will receive a copy of the company's drug-free policy statement; and
    - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both and the Contractor or grantee may be ineligible for award or any future state contracts if the State determines that any of the following has occurred: (1) the Contractor or grantee has made false certification or (2) violates the certification by failing to carry out the requirements as noted above.

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: By signing hereon the Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the federal court which orders the Contractor to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with Public Contract Code, Section 10296.
4. 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.
5. 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**

1. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Workers' 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).
2. 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.)
3. 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.
4. CHILD AND FAMILY SUPPORT COMPLIANCE CERTIFICATION: The Contractor acknowledges the policy of the State of California, as set forth in Section 7110 of the California Public Contract Code, to require compliance with state and federal laws relating to child and family support enforcement. By signing this Agreement, the Contractor certifies that, to the best of the Contractor's knowledge, the Contractor is in full compliance with all earnings assignment orders for child support or family support affecting the Contractor's employees.

5. CORPORATE QUALIFICATION TO DO BUSINESS IN CALIFORNIA:

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

“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 an incorporated contractor performing within the state not be subject to the franchise tax.

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. 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 of 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 laws relating to air or water pollution.
7. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

\_\_\_\_\_  
Company/Firm Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Attachment D**

**Darfur Contracting Act 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 insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Initialing (for Options 1 or 2)</i>	

1.     \_\_\_\_\_     We do not currently have, and 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>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>

**Attachment E**

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**Disabled Veteran Business Incentive**

**DVBE INCENTIVE OPTION WITHOUT DVBE PROGRAM REQUIREMENT**

In accordance with section 999.5(a) of the Military and Veterans Code, an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 (Attachment G) and confirmed by the State. The incentive amount will vary in conjunction with the percentage of DVBE participation. The following percentages will apply.

<u>Confirmed DVBE Participation of:</u>	<u>DVBE Incentive</u>
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%

**PROPOSAL/PROPOSER CERTIFICATION SHEET**

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

**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 applicable employee and/or corporation number:				
7. Federal Employee ID No. (FEIN)	8. California Corporation No.			
9. Indicate applicable license and/or certification information:				
10. Proposer's Name (Print)	11. Title			
12. <b>Signature</b>	13. Date			
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:				
<table border="0"> <tr> <td style="width: 50%; vertical-align: top;">           a. California Small Business Enterprise             Yes <input type="checkbox"/> No <input type="checkbox"/>            If yes, enter certification number:            _____         </td> <td style="width: 50%; vertical-align: top;">           b. Disabled Veteran Business Enterprise            Yes <input type="checkbox"/> No <input type="checkbox"/>            If yes, enter your service code below:            _____         </td> </tr> </table>			a. California Small Business Enterprise  Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____
a. California Small Business Enterprise  Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____			
<b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is checked "Yes".				
Date application was submitted to OSBCR, if an application is pending:				

**Bidder Declaration**

State of Cali  
 GSPD-05-1

Department of General Services, Procurement Division  
 (05)

Solicitation Number \_\_\_\_\_

**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, 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, 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.

Page \_\_\_\_\_ of \_\_\_\_\_

## 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)
- Small Business Nonprofit Veteran Service Agency (SB/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, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSD Certification and Compliance Unit via email at: [osdchelp@dgs.ca.gov](mailto:osdchelp@dgs.ca.gov)

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, DVBE or None)**—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website ([www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus)) that it is still valid and list all current certifications here. Otherwise, enter "None". [Note: A SB/NVSA should not be participating as a subcontractor]

**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, and/or DVBE status
- Is **not** listed on the OSDC website as ineligible to transact business with the State

**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.

**Attachment H**

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**Required Attachment Checklist**

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

Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Checklist
_____ Attachment 2	Six Copies of Proposal (in a sealed envelope)
_____ Attachment 3	Bidders Declaration ( Attachment G)
_____ Attachment 4	Certification of Special Terms and Conditions (Attachment C)
_____ Attachment 5	Proposal/Proposer Certification Sheet (Attachment F)
_____ Attachment 6	Darfur Contracting Certification (Attachment D)