

**DEPARTMENT OF VETERANS AFFAIRS**

Post Office Box 942895  
Sacramento, California 94295-0001  
(916) 653-2374

**REQUEST FOR PROPOSAL****NOTICE TO PROSPECTIVE BIDDERS**

You are invited to review and respond to the attached Request for Proposal (RFP) entitled **Fundraising and Outreach Efforts Consultant RFP No. 10GS0022**. In the submission of your proposal you must comply with the following instructions:

The proposal delivery addresses for **Fundraising and Outreach Efforts Consultant RFP No. 10GS0022**:

U. S. Postal Service Deliveries  
Attention: Dawn DiBartolo  
**Department of Veterans Affairs**  
**Office of Procurement and Contracts**  
1227 "O" Street, 1<sup>st</sup> Floor, Room 100  
Sacramento, CA 95814

Hand Deliveries  
(UPS, Express Mail, Federal Express)  
Attention: Dawn DiBartolo  
**Department of Veterans Affairs**  
**Office of Procurement and Contracts**  
1227 "O" Street, 1<sup>st</sup> Floor, Room 100  
Sacramento, CA 95814

**NOTE:** If sending by special delivery, the proposal should be separately sealed before placing it in the delivery package.

Proposals should provide straightforward, concise descriptions of the Bidder's capability to satisfy the requirements of this RFP. Any proposal is to be complete and accurate. Omissions, inaccuracies, or misstatements will be sufficient cause for rejection of any proposal.

Proposals are to be submitted in a sealed envelope. The Bidder shall enclose in the envelope **one (1) original Master paper copy; three (3) paper copy**. Due to limited storage space, the proposal package should be prepared with the least expensive method (i.e., cover page with staple in upper left-hand corner, no fancy bindings). The original proposal should be marked "**original Master**" and have original signatures on the "Attachment 4, Bid/Bidder Certification Sheet". The envelope must be plainly marked with your:

**Company Name**  
**Company Address**  
**RFP Title – Fundraising and Outreach Efforts Consultant**  
**RFP Log Number – 10GS0022**  
**Bid Proposal – Do Not Open**

Proposals not received under sealed cover and marked as indicated will be cause for rejection.

## Notice to Prospective Bidders

Sealed proposals will be received at the above address until **3:00 p.m.**, Pacific Daylight Time on **October 6, 2010**. Proposals and modifications received after this date and time will not be considered.

All documents submitted in response to the RFP become the property of the State of California (State). Backup material will be returned only at the Bidder's request and expense, after final execution of Agreement. The written proposal shall remain the property of the State as a permanent record.

If the proposal is made under a fictitious name or business title, the actual legal name of Bidder must be provided.

Proposals may be rejected if they show any alterations of form, additions not called for, conditional proposals, incomplete proposals, or erasures or irregularities of any kind, unless corrected and initialed.

No oral agreements or understandings shall in any manner or degree, modify or change the terms of the written proposal, nor resulting agreement.

If a proposal is accepted by the State, the Bidder agrees to enter into a written agreement with the State in conformity with the provisions of this RFP and on form(s) furnished by the State.

The State reserves the following rights: a) to reject any or all proposals, b) to make award as the Agency determines to be in the best interest of the State, c) to waive any immaterial informal, or irregular deviations in proposals, and d) to amend or withdraw this RFP at any time prior to the final bid proposal submission date.

# **Request for Proposal**

## **Fundraising and Outreach Efforts Consultant RFP – 10GS0022**

**State of California  
Department of Veterans Affairs  
Office of Procurement and Contracts  
1227 O Street, 1st Floor, Room 100  
Sacramento, CA 95814**

**REQUIRED ATTACHMENT****Check List**

In order for the bid to be responsive, the following documents **must** be returned with this **Check List**. Failure to submit any of the documents on this checklist will result in rejection of bid:

- \_\_\_\_\_ Attachment 1 – Pre-Evaluation Checklist Page 20
- \_\_\_\_\_ Attachment 4 – Bid/Bidder Certification Sheet Page 23
- \_\_\_\_\_ Attachment 5 – Bid Quote Sheet Page 25 **\*\*Submitted in a separate sealed envelope.**
- \_\_\_\_\_ Attachment 6– Bidders Reference Sheet Page 26
- \_\_\_\_\_ Attachment 7 – Subcontractors List Page 29 **\*\*If Applicable**
- \_\_\_\_\_ Attachment 8 – California DVBE Program Requirements  
Bidders Declaration Page 34 **\*\*If Applicable**
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**NOTICE TO RESPONDENTS**

As a result of the state's on-going budget crisis and funding shortfalls, the California Department of Veterans Affairs (CalVet) has been statutorily required to raise funds for several projects through private donations. Additionally, the Department has been forced to seek partnerships with private corporations and organizations to help reach out to the more than 2 million veterans in California through its new outreach initiative known as "California's Operation Welcome Home." Yet, with those new fundraising requirements and partnership development efforts, the department has never had the expertise to properly develop a robust and dynamic fundraising structure or grant writing effort for its programs and homes. For that reason we are proposing a contract that will build on existing relationships with corporations, proven expertise in coalition building, experience in building non-profit foundations, to provide guidance and advice in development of a long-term fund raising grant-writing strategy and guidance on formalizing an agreement with a non-profit organization similar to that of California universities and alumni associations.

**BACKGROUND**

The California Department of Veterans Affairs has extraordinary challenges in its duties to provide services for veterans in the State of California. The Department's desire is to coordinate and facilitate programs with a primary focus on housing, education, health care, and jobs. The CDVA also has a critical role in the transition of California's veterans to civilian life in the very diverse population California is home to and yet it has a limited operational budget for spreading its message about services and benefits available to veterans and the programs that it offers.

In recent years the Legislature and / or the executive branch has imposed on the Department new mandates to raise funds through private donation and through grant writing for several projects. Those projects include the Mexican American Veterans Memorial Enhancement and Beautification Committee (SB 599 of 2007) and the Gold Star License Plate program (SB 1455 of 2008). Additionally, the Department has the responsibility to help the new veterans homes with the development of their support foundations; helping to develop external funding options for programs like the Pathway Home and continuing to utilize public-private partnerships to build on the efforts and successes of the Governor's initiative "California's Operation Welcome Home."

While this Department has done some fundraising through the various veterans home foundations and through the development of a partnership with the VetFund Foundation it does not have the staff or expertise to adequately pursue an aggressive and successful fundraising and grant-writing program. As the Department is continually being asked to "do more with less" the need to seek alternative funding sources such as donations and grants becomes more important to implementing the strategic goals of the Department.

This contract is needed to help achieve some of the long range goals of the Department and specifically achieve the vision it has laid out that – "California veterans will live the highest quality of life with dignity and honor."

**GENERAL INFORMATION****A. CONTRACT TERM**

The term of this Agreement shall be November 1, 2010, or upon approval, whichever is later, through April 30, 2011.

**B. APPROXIMATE TIMELINE:**

- RFP Released to Prospective Bidders: September 13, 2010
- Question deadline September 20, 2010
- Question answered September 22, 2010
- **Deadline for Proposal Submission: October 6, 2010, 3:00 p.m.**
- Interviews: October 11 - 12, 2010
- Notice of Intent to Award: October 14, 2010
- Final Date to Protest October 25, 2010
- Selected Firm Notified October 26, 2010

- C. For questions regarding this Request for Proposal or the ensuing Agreement, contact: Dawn DiBartolo, Contract Analyst, California Department of Veterans Affairs, Office of Procurement and Contracts, (Ph) (916) 653-2374, (Fax) (916) 651-9089, email [dawn.dibartolo@cdva.ca.gov](mailto:dawn.dibartolo@cdva.ca.gov).

**PROJECT INFORMATION**

Project Name: Fundraising and Outreach Efforts Consultant

RFP Number: 10GS0022

Location: California Department of Veterans Affairs - Headquarters

1227 O Street

Sacramento, CA 95814

Project Budget: \$ 49,900.00

**DESIRABLE QUALIFICATIONS**

The successful vendor should have:

1. A statewide presence that can be utilized to capitalize on connections within the business and corporate communities;
2. A status that will give the vendor the ability to interact with local agencies and jurisdictions;
3. Its headquarters located in Sacramento for ease of communication and coordination with the Department's leadership;
4. Experience developing and establishing non-profit foundations;
5. Experience working with state agencies;
6. Experience working with legislative and executive branch leadership;
7. Demonstrated connections within the veterans community;
8. Operations that can provide both fundraising and grant writing advice as well as marketing and community relations and coalition building expertise.

**SCOPE OF SERVICE / DELIVERABLES****A. Fundraising/Grant Writing**

As part of this contract, the Vendor in coordination with the CalVet Communications Office will:

1. Develop a fundraising strategy to include communications, media and marketing efforts for statewide campaigns.
2. Assist in the conceptual design and execution of events created as support and reinforcement mechanisms for departmental priorities and fund development.
3. Assist the department in developing a management structure for an effective and responsible role, i.e. fiduciary (with segregated account identification), marketing, communications, and fundraising.
4. Develop fundraising opportunities with corporate sponsors.
5. Assist in the writing and development of grant proposals from private foundations.
6. The Department will provide Subject Matter Experts when needed.

**B. Communications**

As part of this contract the vendor would be expected to:

1. Develop and produce an information package that can be utilized for meetings with potential supporters.
2. Help the Department develop effective communication tools through the utilization of new technologies and marketing tools such as Facebook, Twitter, LinkedIn, YouTube, etc.
3. Develop Press Kits illustrating the programs that are supported by the Department.
4. Develop partnerships with business and corporate sponsors for outreach efforts.
5. Initiate an educational campaign for the Legislature and its staff on the programs funded through private donations and offered through the Department.
6. Initiate a Letter-to-the-Editor campaign for all major publications in California, including but not limited to the LA Times, San Diego Union-Tribune, San Francisco Chronicle, Orange County Register, and established ethnic and community publications to highlight the fundraising efforts and programs supported by the Department.
7. Find and confirm local TV, radio, and cable appearances by credible individuals from the Department and surrogates to promote the efforts of the Department.
8. The Department will provide the vendor with any branding and trademarks needed for fundraising and communication efforts, provided their usage is approved by the Department beforehand.

**C. Coalition Building**

The vendor would help the department develop coalitions with organizations and groups that would supplement and augment its fundraising efforts. A strategic approach that should be developed would include but not be limited to the following organizations:



1. Key Veteran Service Organizations such as AmVets, VFW, American Legion, etc. that have large fundraising capacity and endowment funds;
2. Congressional Members and their staff;
3. Legislative members and their staff;
4. Creation of Public-Private Partnerships with the Department and Chambers of Commerce, such as the California Hispanic Chamber of Commerce, the Asian Pacific Chambers of Commerce, California Indian Nations Gaming Association, and California Black Chamber of Commerce, and other entities such as the California State University Systems and its campuses, etc.

#### **D. Department Liaison**

The vendor would serve as the liaison with the VetFund Foundation. The role as liaison will accomplish the following:

1. Maintaining strong communication ties with the Department's leadership and ensuring that messaging and branding will be synchronized and coordinated effectively with the Foundation;
2. Ensuring that project priorities are identified, managed and communicated in a parallel process – programs such as "Operation Welcome Home," the Pathway Home, Project Gold Star, and other departmental programs that can be impacted through efforts of the Foundation;
3. Coordinate with the Department and the board in their fund development program design for an aggressive fundraising effort that will support programs identified by the Department and mutually agreed upon between the two organizations;
4. Advance the CalVet Department efforts for a comprehensive outreach strategy with corporate stakeholders and organizations such as AmVets, GI Forum, Pacific Island Asian interest groups, Latino and African American interest groups through a coordinated effort with the Foundation.

#### **E. Retention of Rights**

All documents, videos and other items developed for this campaign under this contract become the property of and owned by CDVA.

### **COMMUNICATION**

#### **A. RESTRICTIONS ON COMMUNICATION**

Respondents or their representatives are prohibited from communicating with any CDVA officials, which includes their staff, regarding the RFP from the deadline of submission (October 6, 2010) until it has been acted/awarded (October 26, 2010) upon by CDVA, except for TECHNICAL QUESTIONS. This includes "thank you" letters, phone calls, emails, and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondents. Violation of this provision by the Respondent and/or their agent may lead to disqualification of the Respondent's proposal from consideration.

## B. TECHNICAL QUESTIONS

1. All questions regarding this RFP must be submitted in writing before the question deadline date of **September 20, 2010**.
2. Respondents may submit questions concerning this RFP, in writing only, to the CDVA Contact Person. You can contact Dawn DiBartolo at [dawn.dibartolo@cdva.ca.gov](mailto:dawn.dibartolo@cdva.ca.gov). **Verbal questions are not permitted.** All requests must be sent via electronic e-mail with specific questions. No inquiries/questions regarding this RFP will be answered if received after the question date. Communication is not permitted with CDVA Contact Person(s) after the deadline for submission.
3. CDVA reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such is deemed desirable by CDVA.

## **BASIC CRITERIA FOR THE PROJECT**

The following criteria will be used in reviewing and comparing the proposals and in determining the "most responsive bidder."

### Administrative Component

The submitted proposal meets all the administrative requirements and is complete in terms of including all required documents, signatures, forms, etc as identified in the RFP.

**Grade: Pass/Fail.** A grade of "Fail" is cause for rejection of the proposal from any further consideration.

### Technical Component

- Bidder Qualifications
  - Evaluation of recent projects completed that are similar to this project.
  - Specific expertise relating to the requirements of the Project Scope.
  - Check of references from recent related projects.
  - The technical ability, capacity, flexibility, financial stability and skill of the bidder to perform the contract, including ability to perform within time specified, without delay.
  - The quality of the bidder's performance on previous contracts with the CDVA, if any.
- Project Team
  - Experience, qualifications, and education of the team members.
  - Team organization.
  - Inclusion of veterans or active duty military baccalaureate or post-graduate level students.
- Project Approach
  - Project team's proposed method of addressing the Project Scope.
  - Description of how the proposed approach will meet project goals.
  - Description of project team's approach for presentation of results.
  - Unique or innovative additional research, studies, and analysis that the project team feels will improve the results.
- Timetable
  - Project team's proposed timetable for successful completion of the project including all milestones listed above.

## **EVALUATION PROCESS**

### **A. Responsiveness**

To be considered responsive, a submission must comply in all respects with the requirement of the RFP. Bidders shall not be permitted to deviate or take exception to any requirements or clauses in the RFP or its attachments. A submission that attempts to qualify the requirements of the solicitation documents in any way may be determined non-responsive and as such will be excluded from further consideration in the evaluation and award process.

CDVA reserves the right, at its sole discretion, to determine that a deficiency is not substantive and waive the deficiency as immaterial. Waiver of an immaterial defect by CDVA shall in no way modify the RFP documents or relieve the bidder from full compliance with contract requirements if the bidder is awarded the contract.

CDVA reserves the right to reject any or all submissions, or any part thereof, or to accept any submission, or part thereof. CDVA reserves the right to re-issue or change the RFP, and to procure the services required by other means.

### **B. Responsibility**

The following items, at a minimum, will be used to determine responsibility of bidders. All bidders acknowledge that these requirements are met by virtue of sending their submissions to the State.

**Financial Stability:** Bidders must have sufficient financial stability to ensure contract performance. Bidders must provide the State with the firm's latest audited financial statements, or other appropriate documentation of financial stability that reflects the financial health of the Bidder that is acceptable to CDVA.

**Capabilities and Experience:** Bidders must have the capabilities and experience to perform the services requested in this RFP.

**Performance:** Bidders must have a satisfactory performance record in providing services under agreements containing similar responsibilities. References will be contacted by CDVA regarding previous performance. Negative responses from clients may be cause for rejection of the submission.

### **C. Qualification Evaluation**

Total Non Incentive Points Possible – 300

Qualification evaluation considerations are included on Attachment 3. There will be three (3) phases to the selection process.

#### **1. Phase I: Administrative & Evaluation of the Technical Proposal -100 Points Possible**

- a) **Administrative: Minimum Qualifications (Pass/Fail):** The bidder must submit the required information in the format as described in the Section *Submission of Responses*. All of the information must be included; any missing or incomplete information will cause immediate rejection of the proposal. If the bidder passes this phase, the Technical Proposal will be evaluated.

- b) Technical: The Technical Proposal will be evaluated on the bidder's ability to outline a concise list of products and services, along with a listing of staff responsible for handling the CDVA account. This would include a listing of services offered, so CDVA can make the most informed decisions. This written proposal should summarize how the firm will service CDVA and the veterans we serve in the most comprehensive, cost effective method, as described in this RFP and other data that CDVA may need. The maximum number of points possible on this phase will be 100 points. Proposals will be evaluated and scored using the Evaluation Criteria Point Values as found in Attachment 3, Proposal Evaluation Criteria and Scoring on page 22. Only the top five (5) bidders, who have scored a minimum of 100 points, will move to the next phase. Should there be an exact tie, the tie will be settled by coin toss.

- c) DVBE Incentive Program: 50 Incentive Points Possible  
Refer to page 18 and Attachments 7 and 8 for details

2. Phase II: Interview -- 100 Points Possible

Those bidders that are interviewed will be awarded up to a maximum of 100 points. The interview will consist of questions and a review and clarification of the proposal material by the Evaluation Team. In this interview, the bidder should be prepared to discuss how to improve the Department's fundraising and outreach efforts.

3. Phase III: Proposed Cost -- 100 Points Possible

Upon completion of the interviews and awarding of points for that phase, the Cost section will be opened. Use Attachment 5, Bid Quote Sheet to provide your firm's bid. The awarded contract will be based upon this Bid Quote Sheet, which will become a part of the actual contract. **The Bid Quote Sheet should be submitted with your proposal in a separate sealed envelope on or before the Bid Submission Deadline as indicated in the General Information Section, paragraph B, page 7.**

- a) The lowest cost proposal will be awarded 100 points (Maximum Points for Cost Section). Other proposals will be awarded cost points based on the following formula:
- 1)  $\text{Lowest Bidder's Cost} / (\text{divided by}) \text{ Other Bidder's Cost} = (\text{equals}) \text{ A Factor X (times) Maximum Cost Points} = (\text{equals}) \text{ Cost Points for Other Bidder.}$
  - 2) Example: If the lowest bidder proposes \$100,000 and the other bids are \$150,000 and \$200,000, the second and third bidders will receive 67 points and 50 points respectively.

Second Bidder	Third Bidder
$\$100,000 / \$150,000 = .667$	$\$100,000 / \$200,000 = .50$
$100 (\text{max. points}) * .667 = 67$ points	$100 (\text{max. points}) * .50 = 50$ points

D. Contract Award

1. If awarded, the contract will be awarded to the bidder meeting all of the qualifications and requirements set forth herein, and receiving the highest combined scores for the RFP.
2. The Contractor agrees to negotiate a contract with CDVA within 30 days of the award.
3. If the Contractor fails to negotiate a contract with CDVA within 30 days, the contract will be awarded to the responsible bidder with the next highest combined scores for the RFP.
4. If the contract is terminated or not renewed for any reason, CDVA shall promptly exercise one of the following options;
  - a) CDVA may require the Contractor to conclude the handling of all open items as provided under the contract; or
  - b) CDVA may require the Contractor to return all open files at the termination of the contract and the Contractor shall be entitled to payment for all services rendered up to that time.
5. In the performance of this contract, the Contractor may see or receive information designated confidential. The Contractor shall not disclose this information to any party without the express written permission of CDVA.

**SUBMISSION OF RESPONSES**

- A. All bids must be submitted under **sealed** cover and sent to Department of Veterans Affairs (CDVA) by dates and times shown above. The sealed cover must be plainly marked with the RFP number and title, must show your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

<p>Your Firm Name Your Street Address/PO Box # Your City, State and Zip Code</p> <p style="text-align: center;">RFP 10GS0022 (Proposed Cost Section <b><u>OR</u></b> Administrative and Technical Proposal Section) Attention: Dawn DiBartolo Department of Veterans Affairs Contract Office 1227 O Street, Room 100 Sacramento, CA 95814</p> <p style="text-align: center;">DO NOT OPEN</p>
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Bids not submitted under sealed cover may be rejected. An original and a minimum of three (3) copies of the proposal must be submitted.

Mail or deliver bids to the following address:

Department of Veterans Affairs  
Contract Office  
Attn: Dawn DiBartolo  
1227 O Street, Room 100  
Sacramento, CA 95814

- B. The original proposal and three (3) copies, clearly marked as indicated above, should be submitted to: California Department of Veterans Affairs. **Proposals must be received no later than 3:00 pm on October 6, 2010.**
- C. Responses to this RFP shall be submitted in two separate packages: 1) The Administrative section (Minimum Qualifications and DVBE program) and the Technical Proposal section in the first package; and 2) The Proposed Cost section in the second package. Each section shall be submitted in a separate sealed package marked to identify the first package as the Administrative and Technical Proposal section, and the second package as the Proposed Cost section.
- Submit one (1) original and three (3) copies of each section, in a sealed package. The Proposed Cost section, Attachment 5, Bid Quote Sheet, shall be placed into a second package/envelope and should be no more than one (1) original page and three (3) copies. It must specify that the cost covers all services included in the submission.
- D. Responses submitted via any form of electronic transmission, such as electronic mail, facsimile, fax or in any other forms will not be considered.
- E. If the submittal of this RFP is by any means other than personal delivery, then it is the Respondent's sole responsibility to ensure the submittals are delivered to the exact location by the specific time.
- F. Responses should be clear, concise, and complete. They should be submitted using an 8 ½" by 11" portrait format. Illustrations, if required, may be submitted on 11" by 17" sheets.
- G. Responses may be bound by any means **except** paper/binder clips.
- H. By submission of a response, the Respondent acknowledges that it has read and thoroughly understands the Scope of Service, agrees to all terms and conditions stated herein, and acknowledges that it can perform all tasks, as required.

#### **RESPONSE FORMAT**

A. The response shall be organized as follows:

1. Cover Letter

- I. Submit a cover letter, prepared on the letterhead of the lead Respondent, which summarizes the relevant characteristics that distinguish the Respondent in its ability to work with CDVA on this project.
- II. The cover letter should identify each team member and his or her role.

- III. The cover letter should identify a principal contact person authorized to commit the respondent to a contractual agreement. In addition to providing the name of a principal contact person, the address, telephone number, facsimile number, and email address of said individual shall be provided.
- IV. If submitting a joint proposal, the above information is requested for all entities and individuals involved.
- V. The cover letter should contain a description of the relationship between the lead Respondent, subsidiaries, professional advisors, and other members of the professional consulting team.

2. Project Team and Resumes, including organizational chart

- I. Provide an organizational chart and a resume on the capabilities, experience, and qualifications of each team member. Resumes shall include, but is not limited to, the team project manager and member's name, title, education, brief overview of professional experience, and licenses or professional affiliations.
- II. Provide a summary of not more than one (1) page detailing the unique qualifications of each sub-consultant.

3. Team Experience including a summary of projects completed in the last five (5) years that are similar in nature.

Provide a list of current and/or previous projects in the last five (5) years, in which the Respondent has performed services similar to those sought in this solicitation.

- Name of Client
- Location (City and State)
- Duration of assignment
- Respondent's role in project

### **RESERVATION OF RIGHTS**

Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Bid packages, which are qualified with conditional clauses, or alterations, or items not called for in the RFP documents, or irregularities of any kind, are subject to disqualification by CDVA, at its option. CDVA makes no guarantee that an award will be made as a result of this RFP, and reserves the right to accept, reject, or cancel any or all qualification packages or the project, waive any formalities or minor technical inconsistencies, or delete any items/requirements from this RFP or resulting contract when deemed to be in CDVA's best interest. Representations made within the bid packages will be binding on responding firms. CDVA will not be bound to act by any previous communication or bid packages submitted by the firms other than this RFP. No bid package may be changed, amended, modified by telegram or otherwise, after it has been submitted or filed in response to this solicitation, except for obvious errors in extension. However, a bid package may be withdrawn and resubmitted any time prior to the deadline set and no bid package may be withdrawn after the submittal deadline without approval of CDVA. Bid packages, if accepted, shall remain valid for the life of the contract and any other

additional information submitted by Respondents in response to this RFP shall become the property of CDVA.

### **CONTRACT AWARD**

- A. The final contract shall include a provision that it is subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the agreement as per Government Code Section 8546.7.
- B. The final contract shall include a provision that 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, and any other person, firm or corporation furnishing or supplying work services in connection with the performance of this contract, 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 contract.
- C. The final contract shall include a provision that the Contractor, and the agents and employees of the Contractor, in the performance of the agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
- D. Contractor agrees that CDVA or its delegate will have the right to review, obtain, and copy all records pertaining to performance of the contract. Contractor or vendor agrees to provide the awarding department or its delegate with any relevant information requested and shall permit CDVA or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Section 10115 et seq. and Title 2, California Code of Regulations, Section 1896.60 et seq. Contractor or vendor further agrees to maintain such records for a period of three (3) years after final payment under the contract.
- E. The State reserves the right to terminate the agreement, pro-rata, subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided in the agreement. However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor. If the contract is terminated or not renewed for any reason, CDVA shall have a continuing right to have access to all files maintained by Contractor pertinent in any way to the CDVA's account. Contractor shall fully cooperate and, at the state's request, shall provide photocopies of any or all pertinent files or other documents, including but not limited to, policies audits, claim and accounting information and applications for existing policies.



**GENERAL CONDITIONS**

- A. CDVA reserves the right to accept or reject a proposal, or modify or withdraw, in part or in its entirety, this RFP. Changes will be announced by addenda and copies will be furnished to all prospective bidders.
- B. Financial materials submitted in response to this RFP (including all documents relating to the RFP) will become the property of CDVA and may at any time subsequent to the opening of the proposed cost sections be reviewed by any person. Financial material will be returned at the bidder's option. At a minimum, one original copy of the submission shall be retained for CDVA's official files. Audited financial statements of a privately held company will be returned to the bidder at the bidder's request, only after they have been reviewed by the CDVA evaluation committee.
- C. CDVA is not limited in its right to use or disclose any material contained in the proposal if it is obtainable from another source or from the Bidder. After award of the contract, all information in the proposals becomes public record, available upon request, except for the audited financial statements for privately held bidders, which will be returned upon request.
- D. Only one proposal from an individual, firm, partnership, corporation, or combination thereof, will be considered. Reasonable ground for believing a bidder has submitted multiple proposals under more than one name will be cause for rejection of all proposals in which the bidder is interested.
- E. Written or oral proposal evaluation debriefings will not be given to unsuccessful bidders. However, all submissions and all evaluation and scoring sheets that are retained as a permanent state record shall be made available for public inspection.

**PROTEST PROCEDURES**

- A. If, prior to the award, any bidder files a protest with the awarding agency and the Department of General Services (DGS) against the awarding of the agreement, the agreement shall not be awarded until either the protest has been withdrawn or DGS has decided the matter.
- B. A protest must be received at the Agency address stated in the "Notice to Prospective Bidders" not later than the date shown in on the RFP Time Schedule, page 7.
- C. Within five (5) days after filing the initial protest, the protesting Bidder shall file with DGS and the awarding agency a full and complete written statement specifying the grounds for the protest.
- D. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, West Sacramento, CA 95605. A copy of the written protest must be mailed to the Department of Veterans Affairs, Contract Management, 1227 O Street, Room 100, Sacramento, CA 95814. It is suggested that Certified or Registered mail be used to submit the protest.

**REQUIRED ATTACHMENTS**

The Disabled Veteran Business Enterprise (DVBE) Participation Program was established to acknowledge disabled veterans for their service and to further DVBE participation in state contracting, promote competition and encourage greater economic opportunity.

When DVBE requirements are made mandatory in a solicitation, the State has established a DVBE participation goal of at least three percent (3%). If the minimum (3%) is not met, the bid package will be deemed non-responsive and rejected.

**DVBE participation is encouraged but NOT mandatory for this solicitation.**

An explanation of the Disabled Veteran Business Enterprise Participation Program (DVBE) requirements can be found at the Internet web site [www.pd.dgs.ca.gov/dvbe/default.htm](http://www.pd.dgs.ca.gov/dvbe/default.htm). This site contains information regarding program eligibility (Select "DVBE Certification Benefits and Eligibility Requirements").

The DVBE Resource Packet contains publications that may be used to find DVBE vendors. The DVBE resource package can be found at the Internet website <http://www.pd.dgs.ca.gov/publications/default.htm#osdc>.

Additionally, Bidders are required to complete the Bidder Declaration it can also be found at <http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>.

**DVBE INCENTIVE:** If the solicitation does not include mandatory DVBE participation, in accordance with Military and Veterans Code §999.5(a) an incentive will be given to bidders who meet the DVBE requirements, either through achieving the minimum DVBE participation, or achieving less than the minimum 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 and confirmed by the State. The following scale will apply to bids achieving DVBE participation requirements.

Confirmed DVBE Participation	Incentive Amount
5% or over	50 Points
4% to 4.99% inclusive	40 Points
3% to 3.99% inclusive	30 Points
2% to 2.99% inclusive	20 Points
1% to 1.99% inclusive	10 Points

Application of the DVBE incentive cannot displace a California certified Small Business.

An explanation of the DVBE Incentive can be found at the Internet web site <http://www.pd.dgs.ca.gov/dvbe/dvbeincentive>.

CDVA SB/MB/DVBE Advocate is Paul Fillingame at 916-651-3064,  
[paul.fillingame@cdva.ca.gov](mailto:paul.fillingame@cdva.ca.gov)

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). 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 Contractor 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&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

Pursuant to Government Code 14841, upon completion of the contract for which a commitment to achieve small business (SB) or DVBE participation goals was made, the contractor shall report to the awarding department the actual percentage of SB/DVBE participation that was achieved.

**Refer to the following pages for additional Required Attachments that are a part of this agreement.**

**ATTCHMENT 1**  
**PRE-EVALUATION CHECKLIST**  
**MINIMUM QUALIFICATIONS**

Bidders are instructed to Check All appropriate boxes.

	Minimum Requirement	N/A	Yes	No
1.	Does the bidder have one or more offices in California?		<input type="checkbox"/>	<input type="checkbox"/>
2.	Will the bidder have an office within Sacramento?		<input type="checkbox"/>	<input type="checkbox"/>
3.	Does the bidder have valid and appropriate licenses to do business in California during the term of any contract awarded pursuant to this RFP?		<input type="checkbox"/>	<input type="checkbox"/>
4.	Has the bidder been in existence as a business entity for at least five (5) years as of June 30, 2010, performing services similar in nature to the services required by this RFP?		<input type="checkbox"/>	<input type="checkbox"/>
5	Has the bidder provided information on the firm's experience performing work similar in scope and magnitude as required in this RFP?		<input type="checkbox"/>	<input type="checkbox"/>
6.	Are three (3) references for the firm provided?		<input type="checkbox"/>	<input type="checkbox"/>
7	Is the account manager identified?		<input type="checkbox"/>	<input type="checkbox"/>
8	Are resumes included?		<input type="checkbox"/>	<input type="checkbox"/>
9	Are other team members identified?		<input type="checkbox"/>	<input type="checkbox"/>
10	Has the bidder included the qualifications of other team personnel?		<input type="checkbox"/>	<input type="checkbox"/>
11	Has the bidder included all required attachments?		<input type="checkbox"/>	<input type="checkbox"/>
12	Has the bidder submitted the Bid Quote Sheet separately?			
13	Does the bidder qualify for the Small Business preference?		<input type="checkbox"/>	<input type="checkbox"/>
14	Does the bidder meet the qualifications for DVBE as defined by the State of California, and has the bidder completed the Bidder's Declaration Form GSPD-05-105 Attachment 8?		<input type="checkbox"/>	<input type="checkbox"/>

**ATTACHMENT 2  
PROPOSAL POINT SCORE VALUE**

In evaluating the technical proposal, the points will be allocated by panel members according to the following rating scale.

<b>Percentage</b>	<b>Description</b>
<b>Non-Compliant</b> 0-20%	Fail to meet the components. Description or information is lacking.
<b>Poor</b> 30-40%	Minimally address each section. One or more major considerations are not addressed. Limited information to support confidence in the ability to perform.
<b>Fair</b> 50-60%	Adequate response provided. Information substantiates major areas of importance. All critical areas addressed. Minor considerations may not be addressed. Acceptable degree of confidence in the ability to perform.
<b>Good</b> 70-80%	All considerations of the section are adequately addressed. High degree of confidence in the ability to perform.
<b>Excellent</b> 90-100%	All considerations of the section are addressed. Highest degree of confidence in the ability to perform. The response exceeds the requirements in providing a superior experience, a creative approach or an exceptional solution.

**Total Available Points:                    /100**

**Attachment 3**  
**PROPOSAL EVALUATION CRITERIA AND SCORING**

<b>Evaluation Criteria</b>	<b>Available Pts.</b>	<b>Earned Pts</b>	<b>Comments</b>
<b>Firm Qualifications</b>			
<b>Vendor Organization:</b> <ul style="list-style-type: none"> <li>* Length of time in business</li> <li>* Headquarters location and proximity of staff</li> <li>* Inclusion of Veterans</li> </ul>	20		
<b>Vendor Skills</b> <ul style="list-style-type: none"> <li>* Experience in and around the Capital</li> <li>* Experience building and working with foundations and government agencies</li> <li>* Capacity to perform</li> <li>* Flexibility</li> <li>* Current Workload</li> </ul>	20		
<b>Firm References</b> <ul style="list-style-type: none"> <li>* Projects for the last 5 yrs.</li> <li>* Number of employees</li> </ul>	5		
<b>Management Ability</b> <ul style="list-style-type: none"> <li>* Project manager experience</li> <li>* Team member experience</li> <li>* Ability to meet deadlines</li> <li>* Within the budget</li> </ul>	15		
<b>Past experience</b> <ul style="list-style-type: none"> <li>* Years of experience</li> <li>* Fundraising successes</li> <li>* Work with foundations such as alumni associations</li> <li>* Projects similar to the objective/scope of work</li> </ul>	25		
<b>Project approach</b> <ul style="list-style-type: none"> <li>* Project plan or schedule (Step by step)</li> </ul>	10		
<b>Confidence in the ability to perform</b> <ul style="list-style-type: none"> <li>* Overall Presentation</li> </ul>	5		

**ATTACHMENT 4  
 BID/BIDDER CERTIFICATION SHEET**

**TITLE: Fundraising and Outreach Efforts Consultant RFP No. 10GS0022**

**This bid must be signed and returned along with all the "REQUIRED ATTACHMENTS" as an entire package with original signatures. The bid must be transmitted in separately sealed envelopes in accordance with all bid instructions.**

- A. All Attachments follow behind this Bid/Bidder Certification Sheet, except Attachment 5, Bid Quote Sheet, which will be submitted in a separate sealed envelop.
- B. Your signature affixed hereon and dated certifies that you have complied with all the requirements of this bid document. Your signature authorizes the verification of this certification.

**>>> AN UNSIGNED BID MAY BE CAUSE FOR REJECTION >>>**

(1) \_\_\_\_\_ (2) \_\_\_\_\_ 2a) \_\_\_\_\_  
 Company Name Telephone No. FAX No.

(3) \_\_\_\_\_  
 Address

Please indicate if you are: 4) ☐ Sole Proprietorship (5) ☐ A Partnership (6) ☐ A Corporation

(7) \_\_\_\_\_ (8) \_\_\_\_\_  
 Federal Employee ID No. (FEIN) California Corporation No.

(9) \_\_\_\_\_ (10) CAL-T- \_\_\_\_\_ (11) \_\_\_\_\_  
 Contractor's State Board No. PUC License No. Required Licenses or Certifications

(12) \_\_\_\_\_ (13) \_\_\_\_\_  
 Bidder's Name (Print) Title

(14) \_\_\_\_\_ (15) \_\_\_\_\_  
 Bidder's Signature Date

(16) Bid/Bidder Amount \$ \_\_\_\_\_ --

(16) Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as a:

Small Business Enterprise Yes ☐ No ☐ Disabled Veteran Business Enterprise Yes ☐ No ☐

**NOTE: A copy of your Certification is required to be included if the above item has been checked.**

**(SEE ATTACHED EXPLANATION ON BID/BIDDER CERTIFICATION SHEET)**

**EXPLANATION OF ITEMS ON “BID/BIDDER” SHEET**

- 1 This bid shall be completed and submitted in accordance with the bid requirements.
- 2 The Bidder is responsible for reading, understanding and completing any or all of the attachments that follow behind the “Bid.”
- 3 Your signature on this document:
  - Certifies that you complied with all the bid requirements.
  - Certifies that you have read, understand, and comply with all the DVBE participation requirements.
- 4 Must be completed if you are 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 Must be completed if you are a partnership or joint venture.

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. This association must be between two or more persons to carry on, as co-owners, a business for profit.
- 6 Must be completed if you are 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 To be used for company identification and verification of tax compliance.
- 8 To be used for checking if corporation is in good standing with the State of California.
- 9 To be used for verification of Contractor’s license for public works Agreements.
- 10 To be used for verification of PUC license for public works Agreements.
- 11 Complete, if applicable, by indicating the type of license and/or certification for services described.
- 12 See definitions of a Small Business Enterprise and Disabled Veteran Business Enterprise.



**ATTACHMENT 5  
BID QUOTE SHEET**

Submission of this attachment is **MANDATORY**.

**This Quote Sheet should be submitted in a separate sealed envelope from the Administrative and Technical Proposal, as described in the Submissions and Responses Section, Page 13.**

1. **The term of this Agreement shall be from** November 1, 2010, or upon approval, whichever is later, through April 30, 2011.
2. The Bidder must include the cost to the California Department of Veterans Affairs (CDVA) for the work to be performed as specified in the Scope of Service / Deliverables, beginning on page 8.
3. The undersigned Contractor hereby proposes to provide consultation services to assist with the development and implementation of fundraising and outreach efforts as described in the Scope of Services in accordance with the provisions of this RFP at the following rates per hour:

Hourly Rate \$ \_\_\_\_\_ Estimated Number of Hours \_\_\_\_\_

Travel \$ \_\_\_\_\_

Materials \$ \_\_\_\_\_

Other Costs (Please specify)

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total cost for the term of the contract \$ \_\_\_\_\_

**Total Available Points:                      /100**

ATTACHMENT 6

Bidder's Company Name:

\_\_\_\_\_

BIDDER REFERENCES

Submission of this attachment is **mandatory**. Failure to complete and return this attachment with your bid **will** cause your bid to be rejected and deemed nonresponsive.

List below three references of similar types of services performed within the last five years. If three references cannot be provided, please explain why on an attached sheet of paper.

<b>REFERENCE 1</b>			
<b>Name of Firm</b>			
<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Contact Person</b>		<b>Telephone Number</b>	
Email Address		Cell Number	
<b>Dates of Service</b>		<b>Value or Cost of Service</b>	
<b>Brief Description of Service Provided</b>			
<b>REFERENCE 2</b>			
<b>Name of Firm</b>			
<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Contact Person</b>		<b>Telephone Number</b>	
Email Address		Cell Number	
<b>Dates of Service</b>		<b>Value or Cost of Service</b>	
<b>Brief Description of Service Provided</b>			
<b>REFERENCE 3</b>			
<b>Name of Firm</b>			
<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Contact Person</b>		<b>Telephone Number</b>	
Email Address		Cell Number	
<b>Dates of Service</b>		<b>Value or Cost of Service</b>	
<b>Brief Description of Service Provided</b>			

## DEFINITIONS

### SMALL BUSINESS ENTERPRISE

The following is the definition of "Small Business;" any business that does not meet the requirements will be considered non-small.

"Small Business" as used with regard to an agreement for the purchase, lease or rental (with option to purchase) of goods means:

- (1) A business concern which has requested the status of Small Business and has been approved as such by the Office of Small Business Certification and Resources.
- (2) Is not, together with any affiliate(s) dominant in its field of operation.
- (3) Is independently owned and operated, with the principal place of business located in California and the officers in the case of a corporation, or owners in all other cases, of such business domiciled in California.
- (4) A non-manufacturer shall qualify as a Small Business if it is classified by the Office of Small Business Certification and Resources in one of the industry groups and its annual receipts (including the receipts of all affiliates) in the aggregate, for the proceeding three years, do not exceed the maximum receipts specified for the applicable industry group. Refer to California Code of Regulations, Title 2, Subchapter 8, Article 1, Section 1896 (m, 1-4).

\*\* Section 14835, et seq. of the California Government Code requires that a five percent preference be given to Bidders who qualify as a small business within the designated industry group relevant to this Agreement. The rules and regulations of this law, including the definition of small business for the delivery of services, are contained in Title 2, California Administrative Code, Section 1896, et seq. A copy of the regulations is available upon request. To claim the small business preference, which may not exceed \$50,000.00 for any bid, your firm must have its principal place of business located in California and be certified by the State Office of Small Business Certification and Resources. Questions regarding the preference approval should be directed to that office at (916) 322-5060.

### HOW THE FIVE PERCENT PREFERENCE WORKS

To help small business be more competitive, those verified as Small Business are granted a preference in an amount equal to five percent (5%) of the lowest responsible bid if the low bid has been submitted by a Bidder who is not verified as a small business.

**DEFINITIONS (continued)**

**DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION PROGRAM REQUIREMENTS**

**DVBE participation requirements are being waived for this contract.**

A “Disabled Veteran Business Enterprise” (DVBE) means a business concern certified by the administering agency as meeting all of the following requirements:

- 1) A sole proprietorship owned by a disabled veteran; or a firm or partnership, 51 percent of the stock or partnership interests is owned by one or more disabled veterans.
- 2) Managed by, and the daily business operations are controlled by, one or more disabled veterans.
- 3) A sole proprietorship, corporation, or partnership with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm, or other business.

The definition of a “disabled veteran” means a veteran of the military, naval or air service of the United States with a service-connected disability that is a resident of the State of California.

**ATTACHEMNT 7  
SUBCONTRACTOR LIST**

The Prime Contractor shall not substitute a subcontractor listed below unless the provisions of Public Contract Code Section 4107 or 4107.5 apply and a hearing is held, if required. **All DVBE subcontractors/vendors must be listed or Bid will be deemed non-responsive.**

NAME OF SUBCONTRACTOR		LICENSE TYPE	LICENSE NUMBER	WORK DESCRIPTION	CONTRACT % / COST
1					% \$
2					% \$
3					% \$
4					% \$
5					% \$
6					% \$
<b><u>SUBCONTRACTOR TOTAL:</u></b>					% \$

**ATTACHMENT 8**  
**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)**  
**PROGRAM REQUIREMENTS**

(Revision Date 7/1/09)

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

**AUTHORITY:** The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq.

**The minimum DVBE participation goal is 3% when DVBE goals are deemed mandatory.**

**INTRODUCTION:** The bidder must complete the identified forms and fully document options A, in this document to comply with this solicitation's DVBE program requirements. Bids or proposals (hereafter called "bids") that **fail to submit all required forms and fully document and meet the DVBE program requirement shall be considered non-responsive, if requirements are deemed mandatory.**

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

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

**To meet the DVBE program requirements, bidders must complete and fully document the following compliance option when requirements are mandatory:**

**Option A - Commitment to full DVBE participation** - For a bidder who is a DVBE or who is able to meet the commitment to use identified certified DVBE(s) to fulfill the full DVBE participation goal.

**OPTION A – COMMITMENT** -- Commit to meet or exceed the DVBE participation requirement in this solicitation by Method A1 (bidder is a California certified DVBE) or A2 (bidder is not a California certified DVBE). Bidders must document DVBE participation commitment by completing and submitting the attached Documentation of Disabled Veteran Business Enterprise Program Requirements (CDVA. 840) and the Bidder Declaration (GSPD-05-105) located elsewhere within the solicitation document. Failure to complete and submit the required forms as instructed shall render the bid non-responsive.

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

**Method A1. Certified DVBE bidder:**

- a. Commit to performing at least 3% of the contract bid amount (unless otherwise specified) with the prime bidder's firm or in combination with another DVBE(s).
- b. Document option intention on the CDVA 840 (Section A) and document DVBE participation on the Bidder Declaration GSPD-05-105.
- c. At the State's option a DVBE bidder working in combination with other DVBEs shall submit proof of its commitment by submitting a written confirmation from the DVBE(s) identified as a subcontractor on the Bidder Declaration. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

**Method A2. Non-DVBE bidder:**

- a. Commit to using certified DVBE(s) for at least 3% (unless otherwise specified) of the bid amount.
- b. When a bidder commits to less than the required 3% DVBE participation or its commitment may fall below 3% bidder will not be given any incentive points
- c. Document option intention on the CDVA 840 (Section A) and document DVBE participation on the Bidder Declaration GSPD-05-105.
- d. At the State's option prior to contract award, a bidder is to submit proof of its commitment by submitting a written confirmation from each DVBE identified as a subcontractor on the Bidder Declaration GSPD-05-105. The awarding department contracting official named in the solicitation may contact each listed DVBE, by mail, fax or telephone, for verification of the bidder's submitted DVBE information. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

**RESOURCES AND INFORMATION**

**STATE:** Contact the Department of General Services, Procurement Division (DGS-PD), Office of Small Business and DVBE Services (OSDS), to obtain a list of certified DVBEs by telephone at (916) 322-5060 for the 24-hour automated telephone system or (916) 375-4940 for the receptionist during normal business hours. This information can also be obtained by searching the online database at [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus). Begin by selecting Certified Firm Inquiry Services and then search by using either the Keyword Search or the Standard Query options.

**FEDERAL:** Search the U.S. Small Business Administration's (SBA) Central Contractor Registration (CCR) on-line database at [www.ccr.gov/](http://www.ccr.gov/) to identify potential DVBEs and click on the "Dynamic Small Business Search" button. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the "help" button for detailed instructions.

**LOCAL:** For a list of local DVBE organizations, please refer to the DVBE Resource Packet that may be accessed online ([www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus) - select "DVBE Resource Packet") or obtain a hardcopy by requesting it from DGS-PD Office of Small Business and DVBE Services (see the Resources & Information page provided herein).

The Bidders Declaration (GSPD-05-105) **MUST be included with the bid; failure to submit these documents shall render your bid non-responsive if requirements are mandatory.**

## 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 Resource Packet to assist bidders in meeting these contract requirements. To obtain this list, please contact the DGS-PD Office of Small Business and DVBE Services and request the "DVBE Resource Packet."**

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

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

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**Local Organizations** (see the DVBE Resource Packet available from DGS-PD DVBE Program Section listed below)

**FOR:**  
List of potential DVBE subcontractors

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**DGS-PD Office of Small Business and DVBE Services (OSDS)**  
707 Third Street, Room 1-400, West Sacramento, CA 95605  
Website: [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus)  
24-hour automated information  
& document requests: (916) 322-5060  
Receptionist: (916) 375-4940  
Fax: (916) 375-4950

**FOR:**

- Directory of Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns

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**DGS-PD Office of Small Business and DVBE Services**  
707 Third Street, Room 1-400, West Sacramento, CA 95605  
Voice, 8 am-5 pm: (800) 559-5529  
Fax: (916) 375-4597

**FOR:**

- DVBE Program Participation Requirements
- DVBE Program Info. and Statewide Policy
- DVBE Resource Packet
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

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### Commercially Useful Function Definition

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

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

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

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

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



**DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM  
REQUIREMENTS**

CDVA 840 (REV. 7/2009)

**A. Designation Of Option** –Complete the applicable section and attach the required supporting documentation. You are advised to read all instructions carefully prior to completing this form. Remember that only California certified DVBEs who can provide related goods and/or services may be used to satisfy these program solicitation requirements. DVBEs must perform a commercially useful function. During contract performance, all requests for substituting DVBEs subcontractors must be made in accordance with the provisions of California Code of Regulations, Title 2, §1896.64(c).

☐ **OPTION A – *I commit to meeting the full DVBE Agreement participation requirement.***

Complete: CDVA 840, Section A (check the box on this form) and sign and submit the bidders declaration (GSPD 05-105).

Checking every box of your elected compliance option does not guarantee that your bid will be deemed compliant.

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☐ **OPTION A: COMMITMENT TO DVBE AGREEMENT PARTICIPATION**

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☐ CDVA 840 included with bid

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☐ Designated the Commitment Option in Section A – Checked the box of the form CDVA 840

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☐ Bidder Declaration form GSPD-05-105 completed and included with bid

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☐ Proposed DVBE participation meets or exceeds the 3% requirement (unless a different percentage is specified)

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### 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.

## 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), OSDC 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 9  
DARFUR CONTRACTING ACT**

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.

A "scrutinized company" means a company in Sudan that is involved in power production activities, mineral extraction activities, oil-related activities, or the production of military equipment. (PCC 10476)

A scrutinized company is ineligible to, and shall not, bid on or submit a proposal for a contract with a state agency for goods or services. (PCC 10477(a))

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. \_\_\_\_\_  
Initials                      We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.
- OR**
2. \_\_\_\_\_  
Initials                      We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (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. \_\_\_\_\_  
Initials                      We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, 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>

AGREEMENT NUMBER <b>XXXXXX</b>
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below  
STATE AGENCY'S NAME  
Department of Veterans Affairs  
CONTRACTOR'S NAME  
**CONTRACTOR NAME**
2. The term of this **XXXX** through **XXXXX**  
Agreement is:
3. The maximum amount \$ **XXXX**  
of this Agreement is: **Zero Dollars and Zero Cents**
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work  
**Attachment I – Detailed Scope of Work**

Exhibit B – Budget Detail and Payment  
**Attachment I – Budget Detail**

Exhibit C\* – General Terms and Conditions

Check mark one item below as Exhibit D:

- ☐ Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)  
☐ Exhibit D\* Special Terms and

**XX**  
**XX**  
**XX**  
**XX**

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

These documents can be viewed at [www.ols.ca.gov/olm/olm.asp](http://www.ols.ca.gov/olm/olm.asp) or by other means.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

CONTRACTOR'S NAME (If other than individual, state whether a partnership, etc.)	
BY (Authorized Signature) ➤	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	
<b>STATE OF CALIFORNIA</b>	
AGENCY NAME	
BY (Authorized Signature) ➤	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	

<b>California Department of General Services Use Only</b>
<input type="checkbox"/> Exempt per _____

**EXHIBIT A**  
**SCOPE OF WORK**

- A. Contractor shall work with the Department of Veterans Affairs to build on existing relationships with corporations with proven expertise in coalition building and experience in building non-profit foundations, to provide guidance and advice in development of a long-term fundraising grant-writing strategy and provide guidance on formalizing an agreement with a non-profit organization similar to that of California universities and alumni associations.
- B. The Contract Managers are responsible for the administration of the contract and shall respond to all inquiries regarding the governing provisions of the contract during the term of this contract. The Contract Managers shall be:

California Department of Veterans Affairs	Contractor:
Name: JP Tremblay, Deputy Secretary Office of Legislation & Public Affairs	Name:
Address: 1227 O Street, 3 <sup>rd</sup> Floor Sacramento, CA 95814	Address:
Phone: (916) 653-2010	Phone:
Email: JP.Tremblay@cdva.ca.gov	Email:

- C. Contract Managers may be changed by issuing a 20-day prior written notification and shall not require a formal amendment to this Agreement. The notifying party shall provide complete contact information for the replacement Contract Manager including, name, title, mailing address, phone, and fax number, and email address.

**D. Fundraising/Grant Writing**

As part of this contract the Vendor in coordination with the CalVet Communications Office will:

1. Develop a fundraising strategy to include communications, media and marketing efforts for statewide campaigns.
2. Assist in the conceptual design and execution of events created as support and reinforcement mechanisms for departmental priorities and fund development.
3. Assist the department in developing a management structure for an effective and responsible role, i.e. fiduciary (with segregated account identification), marketing, communications, and fundraising.
4. Develop fundraising opportunities with corporate sponsors.
5. Assist in the writing and development of grant proposals from private foundations.
6. The Department will provide Subject Matter Experts when needed.

**E. Communications**

As part of this contract the vendor would be expected to:

1. Develop and produce an information package that can be utilized for meetings with potential supporters.

2. Help the Department develop effective communication tools through the utilization of new technologies and marketing tools such as Facebook, Twitter, LinkedIn, YouTube, etc.
3. Develop Press Kits illustrating the programs that are supported by the Department.
4. Develop partnerships with business and corporate sponsors for outreach efforts.
5. Initiate an educational campaign for the Legislature and its staff on the programs funded through private donations and offered through the Department.
6. Initiate a Letter-to-the-Editor campaign for all major publications in California, including but not limited to the LA Times, San Diego Union-Tribune, San Francisco Chronicle, Orange County Register, and established ethnic and community publications to highlight the fundraising efforts and programs supported by the Department.
7. Find and confirm local TV, radio, and cable appearances by credible individuals from the Department and surrogates to promote the efforts of the Department.
8. The Department will provide the vendor with any branding and trademarks needed for fundraising and communication efforts, provided their usage is approved by the Department beforehand.

#### **F. Coalition Building**

The vendor would help the department develop coalitions with organizations and groups that would supplement and augment its fundraising efforts. A strategic approach that should be developed would include but not be limited to the following organizations:

1. Key Veteran Service Organizations such as AmVets, VFW, American Legion, etc. that have large fundraising capacity and endowment funds;
2. Congressional Members and their staff;
3. Legislative members and their staff;
4. Creation of Public-Private Partnerships with the Department and Chambers of Commerce, such as the California Hispanic Chamber of Commerce, the Asian Pacific Chambers of Commerce, California Indian Nations Gaming Association, and California Black Chamber of Commerce, and other entities such as the California state University Systems and its campuses, etc.

#### **G. Department Liaison**

The vendor would serve as the liaison with the VetFund Foundation. The role as liaison will accomplish the following:

1. Maintaining strong communication ties with the Department's leadership and ensuring that messaging and branding will be synchronized and coordinated effectively with the Foundation;
2. Ensuring that project priorities are identified, managed and communicated in a parallel process – programs such as "Operation Welcome Home," the Pathway Home, Project Gold Star, and other departmental programs that can be impacted through efforts of the Foundation;
3. Coordinate with the Department and the board in their fund development program design for an aggressive fund raising effort that will support programs identified by the Department and mutually agreed upon between the two organizations;

4. Advance the CalVet Department efforts for a comprehensive outreach strategy with corporate stakeholders and organizations such as AmVets, GI Forum, Pacific Island Asian interest groups, Latino and African American interest groups through a coordinated effort with the Foundation.

#### **H. Retention of Rights**

All documents, videos and other items developed for this campaign under this contract become the property of and owned by CDVA.

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**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. The total amount payable under this Agreement for the period November 1, 2010, or upon approval, whichever is later, through April 30, 2011 shall not exceed \$\_\_\_\_\_.
2. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred.

Only those hours actually worked will be billed to the Department of Veterans Affairs.

Invoices must include the agreement number 10GS0022, dates of service, work performed, and total amount of charges. Invoices that do not contain this information may be returned without payment. All invoices shall be submitted accordingly:

Invoices shall be submitted in duplicate not more frequently than monthly in arrears to:

Department of Veterans Affairs  
JP Tremblay, Deputy Secretary  
Office of Legislation & Public Affairs  
1227 O, Street, 3<sup>rd</sup> Floor  
Sacramento, CA 95814

3. Contractor agrees to submit invoices not later than sixty (60) days from the date of services.

4. **DVBE PARTICIPATION**

**The Contractor has agreed to pay [subcontractor] a percentage of the total contract award in the amount of [\$\$\$\$] as part of their agreement with CDVA. The Contractor shall provide the State Contract Manager with a written notification of service(s) provided, date of service(s), and how much was paid to the listed DVBE(s). CDVA will hold payment of the final invoice until payment of DVBE subcontractor(s) has been confirmed.**

5. **Budget Contingency Clause**

- a. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
  - b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the contractor to reflect the reduced amount.
6. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

NOTE: "EXHIBIT C" IS NOT INCLUDED AS A PAPER COPY IN THE STANDARD AGREEMENT PACKAGE. AS INDICATED ON THE STD. 213 FACE SHEET, A COPY OF "EXHIBIT C" CAN BE FOUND ON THE INTERNET UNDER WEB PAGE ADDRESS:

<http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

Select GTC-610.

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**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

1. **EXCISE TAX:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Contract. California may pay any applicable sales or use tax imposed by another state.
2. **STATUTORY AND REGULATORY PROVISIONS**
  - A. This Contract shall be governed and construed in accordance with all applicable statutory and regulatory provisions including, but not limited to:
    - 1) Title XVIII of the Federal Social Security Act
    - 2) Title XIX of the Federal Social Security Act
    - 3) Chapters 7 and 8 (commencing with Section 14000), Part 3, Division 9, Welfare and Institutions Code
    - 4) Division 3, Title 22, California Code of Regulations (CCR)
    - 5) Health and Safety Code Section 1340 et seq.
    - 6) All applicable Federal provisions which regulate the administration of health care programs and budget revisions, as contained in the Code of Federal Regulations (CFR), Title 42, and Title 45, Part 74, Title 42 United States Code, Sections 1395 et seq. and 1396 et seq.
    - 7) Sub-chapter 13 (commencing with Section 6800), Chapter 4, Part 1, Title 17, CCR; and
    - 8) All other applicable laws and regulations.
3. Any provision of this Contract in conflict with the applicable laws and regulations is hereby amended to conform to the provisions of those laws and regulations. Such amendment of the Contract shall be effective on the effective date of the statutes or regulations necessitating it, and shall be binding on the parties even though the amendment may not have been reduced to writing and formally agreed upon and executed by the parties. If, due to amendment in laws or regulations, Contractor is unable or unwilling to comply with the provisions of the amendment(s), State or Contractor may terminate this Contract in accordance with the Termination provision of this Contract.
4. **EXAMINATION AND AUDIT**
  - A. Contractor shall allow the State and its related entities, the Comptroller General of the United States, Department of Justice (DOJ), and the Bureau of Medi-Cal Fraud, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract, and to inspect, evaluate, and audit any and all books, records, and facilities maintained by the Contractor and Subcontractors pertaining to services under this Contract at any time during normal business hours.
  - B. Contractor shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under this Contract in accordance with *Government Code, Section 85467.7*. The

examination and audit shall be confined to those matters directly connected with the performance of the contract, including, but not limited to, the costs of administering the Contract.

- C. Books and records include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Contract, including working papers, reports, financial records, and books of account, Medical Records, prescriptions files, Subcontracts, and any other documentation pertaining to medical and non-medical services for residents of the Home. Upon request, at any time during the term of this Contract, the Contractor shall furnish any record or copy.
5. RESOLUTION OF DISPUTES: The Contractor may dispute and appeal a decision or action by the State arising out of the interpretation or administration of this Contract. A written dispute notice shall be submitted to the Contract Manager within thirty (30) calendar days from the date the Contractor receives notice of the decision or action in dispute.

The Contractor's dispute notice shall state, on the basis of the most accurate information then available to the Contractor, the following:

- A. That it is a dispute pursuant to this Section.
- B. The date, nature, and circumstances of the conduct, which is the subject of dispute.
- C. The names, telephone numbers, function, and activity of each contractor, subcontractor, State official, or employee involved in or knowledgeable about the conduct.
- D. The identification of any documents and the substance of any oral communications involved in the conduct. Copies of all identified documents shall be attached.
- E. The reason why the Contractor is disputing the conduct.
- F. The cost impact to the Contractor directly attributable to the alleged conduct, if any.
- G. The Contractor's desired remedy.
- H. The State and the Contractor agree to try to resolve all contractual issues by negotiation and mutual Contract at the Contract Manager level. The parties recognize that the implementation of this policy depends on open-mindedness, and the need for both sides to present adequate supporting information on matters in question. The Contract Manager in a written decision stating the factual basis for the decision will decide any disputes concerning performance of this Contract. Before issuance of the Contract Manager's decision, informal discussions between the parties by the individuals who have not participated substantially in the matter in dispute will be considered by the parties in efforts to reach mutual Contract.
- I. The Contract Manager will render a decision or request additional substantiating documentation from the Contractor within thirty (30) days of receipt of the Contractor's appeal. A copy of the decision will be provided to the Contractor. The decision shall be final and conclusive unless, within thirty (30) days from the date of the decision, the Contractor files a written appeal addressed to the Undersecretary, California Department of Veterans Affairs.
- J. The Undersecretary's decision shall be final and conclusive unless the decision is arbitrary, capricious, grossly erroneous or if any determination

of fact is unsupported by substantiating evidence. The Undersecretary's decision will be in writing and may encompass facts, interpretations of the Contract, and determination or application of law. The Contractor may, prior to the Undersecretary's decision, present oral or documentary evidence, and arguments in support of the Contractor's appeal. The decision will either:

- 1) Find in favor of the Contractor, in which case the Undersecretary may:
    - a. Countermand the earlier conduct which caused the Contractor to file a dispute; or
    - b. Reaffirm the conduct and, if there is a cost impact sufficient to constitute a change in obligations pursuant to the payment provisions, direct the State to comply with that Section.
  - 2) Deny the Contractor's dispute and, where necessary, direct the manner of future performance; or
  - 3) Request additional substantiating documentation in the event the information in the Contractor's dispute or appeal is inadequate to permit a decision to be made under paragraphs (1) or (2) above, and will advise the Contractor as to what additional information is required, and establish how that information will be furnished. The Contractor shall have thirty (30) days to respond to the Undersecretary's request for further information. Upon receipt of this additional requested information, the Undersecretary will have thirty (30) days to respond with a decision. Failure to supply additional information required by the Undersecretary within the time period specified above shall constitute waiver by the Contractor of all claims.
  - 4) Attorney's fees and costs for any dispute or subsequent trial shall be borne by the respective parties. Both parties waive trial by jury, and any trial in superior or municipal court shall be by a judge alone. Any litigation arising out of this Contract shall be conducted in a California Court pursuant to California law.
  - 5) Contractor shall continue with the responsibilities under this Contract during any dispute.
6. **AGENCY LIABILITY:** The Contractor warrants by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon Contract 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 Contract 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.

7. POTENTIAL SUBCONTRACTORS: Nothing contained in this Contract or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them, as it is for the acts and omissions of persons directly 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 enforce the payment of any moneys to any subcontractor.

8. INSURANCE REQUIREMENTS

- A. Upon contract award, contractor must furnish to the State an original certificate(s) of insurance stating that the contractor has the following types of coverage:
- 1) Commercial General Liability: Combined Single Limit (CSL) for no less than \$1,000,000 per occurrence for bodily injury and property damage. The policy must include coverage for liabilities arising out of premises, operations, independent contractors, products/completed operations, personal & 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.
  - 2) Automobile Liability: Limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of an automobile including owned, hired, and non-owned autos.
  - 3) The certificate(s) of insurance shall be on an ACORD form, or equivalent, and must show "occurrence" coverage. The certificates of insurance must also contain all of the following provisions:
    - a. Name and address of the insurance company, policy number, and beginning and ending dates of the policy.
    - b. Statement that the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.
    - c. Statement that the State of California, its officers, agents, employees, and servants are included as additional insured on the policy, but only insofar as the operations under this contract.
  - 4) Workers' Compensation: Contractor shall maintain workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Contractor shall furnish a certificate for Workers' Compensation issued by an insurance carrier licensed to write Workers'

Compensation insurance in the State of California, including the name of the carrier and the date of expiration of insurance, or a Certificate of Consent to Self Insure issued by the Department of Industrial Relations.

- 5) Contractor agrees that any insurance herein provided shall be in effect at all times during the term of the contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Department of General Services, and contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event contractor fails to keep in effect at all times insurance coverage herein provided, State may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event, subject to the provisions of the contract.
- 6) Contractor shall notify the State within five (5) days if any insurance coverage identified in the contract is altered in any way.

9. RIGHT TO TERMINATE

- A. The State reserves the right to terminate this Contract subject to thirty (30) days written notice to the Contractor. Contractor may submit a written request to terminate this Contract only if the State should substantially fail to perform its responsibilities as provided herein. However, the Contract can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.
- B. This Contract may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

10. FORCE MAJEURE

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.

11. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) STANDARDS FOR PRIVACY OF INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION

For the purpose of this contract, contractor shall comply with the federal Health Insurance Portability and Accountability Act (HIPAA), as well as State and Federal requirements for privacy protection. The definitions and obligations required by the HIPAA Standards for Privacy of Individually Identified Health Information (U.S.C. 1320d et seq.), and implementing regulations including but not limited to 45 Code of Federal Regulations parts 142, 160, 162, and 164, hereinafter referred to as the Privacy Rule, remain enforce and applicable for access to protected health information, including electronic protected health information.