

## REQUEST FOR PROPOSAL

### Notice to Prospective Proposers

October 18, 2021

You are invited to review and respond to the California African American Museum's (CAAM) Request for Proposal (RFP) titled Marketing and Communications Services, RFP Number 21-21008. In submitting your proposal, you must comply with the instructions found herein.

The proposals must be emailed to [jcaparas@caamuseum.org](mailto:jcaparas@caamuseum.org) no later than November 16, 2021, by 2:00 PM, Pacific Standard Time, PST. Proposals received after the specified date and time will be rejected.

The term of this Agreement's time period is January 1, 2022 through December 31, 2023.

Proposers requiring clarification of the intent and content of this RFP, or on the competitive proposal process, may request clarification only by submitting email questions to:

Joycelyn Caparas  
Fiscal Officer  
California African American Museum  
600 State Drive, Exposition Park  
Los Angeles, CA 90037  
Phone: (213) 744-7538  
**E-mail: [jcaparas@caamuseum.org](mailto:jcaparas@caamuseum.org)**

To ensure a response, questions must be received between the periods of October 18-25, 2021 by 2:00 p.m., PST. Questions received by this date will be answered without identifying the source of the query. The questions and CAAM responses will be available at [caleprocure.ca.gov](http://caleprocure.ca.gov). Please see Section A, Proposal Requirements and Information, Subsection 2, entitled Submission of Written Questions, for additional information. Any attempt by a Proposer to initiate contact with any member of the CAAM staff, other than the Fiscal Officer, regarding this RFP process may disqualify the Proposer from further consideration.

Please note that no *verbal* information provided will be binding upon CAAM unless such information is issued in writing as an official addendum.

Cameron Shaw  
Executive Director

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## A. PROPOSAL REQUIREMENTS AND INFORMATION

### 1. Time Schedule

CAAM will use its best efforts to adhere to the time schedule. However, CAAM reserves the right to amend the time schedule, as it deems necessary.

| <b>Event</b>                               | <b>Date</b>           | <b>Time</b> |
|--|-----------------------|-------------|
| Release of RFP                             | October 18, 2021      | 4:00 PM     |
| Submission of Written Questions            | October 18 - 25, 2021 |             |
| Department's Response to Written Questions | November 1, 2021      |             |
| Final Date for Proposal Submission         | November 16, 2021     | 2:00 PM     |
| Prequalification Evaluation                | November 19, 2021     |             |
| Proposal Evaluation                        | November 24, 2021     |             |
| Cost Proposal Opening                      | December 1, 2021      | 2:00 PM     |
| Notice of Intent to Award                  | December 6, 2021      |             |
| Agreement Award                            | December 15, 2021     |             |

### 2. Submission of Written Questions

Should Proposers have questions regarding the information presented in this solicitation, Proposers must submit questions to CAAM Fiscal Officer via e-mail at [icaparas@caamuseum.org](mailto:icaparas@caamuseum.org) between October 18 - 25, 2021. CAAM will answer all questions received by these dates without divulging the source of the query. Copies of all questions and CAAM responses will be available at [caleprocure.ca.gov](http://caleprocure.ca.gov).

### 3. Minimum Qualifications

The Proposer must complete Attachment 3, Minimum Qualifications, certifying that the Proposer satisfies all minimum qualifications and requirements. Failure to certify satisfactorily may result in the immediate rejection of the proposal.

### 4. Proposal Requirements

To be eligible for evaluation, a proposal must adhere strictly to the format set forth below; failure to do so may result in disqualification. Proposers must address each of the required sections indicated below. Please label and separate each section and number all pages to allow for ease of review by the evaluation team. The content and sequence of the proposal will be as follows:

#### a. Proposer's Certification Sheet

Attachment 2, Proposer's Certification Sheet, which shall be a part of the proposal package, must be signed by an individual(s) who is authorized to bind the Proposer contractually. An unsigned or incomplete Attachment 2 may cause the proposal to be rejected. For your Proposal to be responsive, all required attachments/exhibits must be returned with the Proposal; Proposals submitted that do not include the proper "required attachments" may be immediately rejected.

#### b. Order of Required Attachments

The required attachments should be in the same order as listed on Attachment 1, Required Attachments Checklist. All attachments which require signature must be signed by an individual(s) who is authorized to bind the Proposer contractually.

**Proposals submitted that do not include the proper “required attachments” may be immediately rejected.**

- c. Proposal Questionnaire  
Attachment 4, Proposal Questionnaire, is intended to provide CAAM with specific information concerning the firm’s capability to provide services as described in this RFP. Please limit your responses to no more than three (3) pages, unless otherwise instructed, and type each question in the same number order as in the questionnaire.

5. Submission of Proposal

- a. All forms required in the proposal must be signed by an individual who is authorized to bind the proposing firm contractually. The signature must indicate the title or position that the individual holds in the firm. Unsigned proposals may be rejected.
- b. Proposals should provide straightforward and concise descriptions of the proposer’s ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies, or misstatements will be sufficient cause for rejection of a proposal.
- c. The proposal package should be prepared in the least expensive method.
- d. All proposals must be emailed by the date and time shown in Section A. Proposal Requirements and Information, Item 1, Time Schedules. Proposals received after this date and time will not be considered.
- e. All documents submitted must have original signatures and must be signed by a person who is authorized to bind the proposing firm.
- f. All proposals shall include the documents identified in Attachment 1, Required Attachment Checklist. Proposals not including the proper “required attachments” shall be deemed non-responsive. A non-responsive proposal is one that does not meet basic proposal requirements.
- g. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- h. A proposal may be rejected if it is conditional or incomplete, deemed nonresponsive, or if it contains any alterations of form or other irregularities of any kind. CAAM may reject any or all proposals and may waive any immaterial deviation in a proposal. CAAM waiver of immaterial defect shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the agreement.
- i. Costs for developing proposals and in anticipation of award of the agreement, are entirely the responsibility of the Proposer and shall not be charged to CAAM.

- j. A Proposer may modify a proposal, after its submission, by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline date. Proposal modifications offered in any other manner, oral or written, will not be considered.
- k. A Proposer may withdraw its proposal by submitting a written withdrawal request to CAAM, signed by the Proposer or an agent authorized, through the contact person named in item i. above. A Proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- l. CAAM may modify the RFP prior to the date fixed for submission of proposals by issuing an addendum that will be posted on [caleprocure.ca.gov](http://caleprocure.ca.gov).
- m. CAAM reserves the right to reject all proposals or terminate the selection proceeding at any time where it determines it is in the best interest of the State. CAAM is not required to award the agreement and reserved the right to terminate in whole or in part at its sole discretion any contract award at any time upon giving written notice.
- n. Where applicable, proposers should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to lack of careful examination of work sites and specifications.
- o. Proposers are cautioned to not rely on CAAM during the evaluation to discover and report to the Proposer any defects and errors in the submitted documents. Proposers, before submitting their documents, should carefully proof them for errors and adherence to the RFP requirements.
- p. More than one (1) proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any proposer has submitted more than one (1) proposal for the work contemplated herein will cause the rejection of all proposals submitted by that proposer. If there is reason for believing that collusion exists among the proposers, none of the participants of such collusion will be considered in this or future solicitations.
- q. A joint proposal, where two (2) or more entities submit one (1) proposal, will not be considered for this RFP.
- r. CAAM does not accept alternate language from a prospective contractor. A proposal with such language will be considered a counter-proposal and will be rejected. **The State's General Terms and Conditions (GTC) are not negotiable. Please refer to the sample agreement for a sample of the agreement that will be awarded. Proposers should review the sample agreement and terms and conditions included within it before submitting a proposal.**
- s. No oral understanding or agreement shall be binding on either party.

## 6. Evaluation Process

- a. The proposal must be organized to correspond with all requirements and formats set forth in this RFP. Refer to Section A, Proposal Requirements and Information for further information. No assumptions will be made by CAAM regarding the intentions of the Proposer in submitting the proposal.
- b. All proposals submitted will be evaluated for form and content in accordance with the provisions stated in this RFP. Clarifications may be requested from the Proposer at any phase of the evaluation process for the purpose of clarifying ambiguities in the information presented in the proposal.
- c. Proposals and any subsequent presentations should be submitted with the most favorable terms the Proposer can offer. If CAAM is unable to execute an agreement with the apparent highest-scoring responsive and responsible Proposer, CAAM reserves the right to award the agreement to the next highest-scoring responsive and responsible Proposer.
- d. The purpose of the proposal evaluation process is two-fold: 1) to assess the responses for compliance with the minimum qualifications, content, and format requirements; and, 2) to identify the Proposers that have the highest probability of satisfactorily performing the services as described herein. The evaluation process will be conducted in a comprehensive and impartial manner as set forth below:
  - 1) Prequalification Evaluation
    - a) Each proposal package will be date and time stamped when received.
    - b) Each proposal package will be inspected to ascertain that it is properly labeled. Proposals not passing this inspection may not be accepted.
    - c) All proposals will remain in a secured area. Contents of all proposals may be considered public information when a Notice of Intent to Award is posted.
    - d) All proposals will be reviewed to determine if they satisfy the minimum qualifications specified in Attachment 3, Minimum Qualifications, and contain the required submittals specified in Section A, Proposal Requirements and Information.
  - 2) Proposal Evaluation

Proposals that pass the prequalification evaluation will move onto Phase 1 Proposal Questionnaire Evaluation, and undergo an evaluation process conducted by an evaluation team selected by CAAM Executive Director or designee. The evaluation team members will individually review proposals and the evaluation team will come together to evaluate and consensus score the proposals in order to select the top proposers based on the categories enumerated in Attachment 6, Scoring Criteria. Proposers must receive a minimum of 75 points, on Phase 1, the Proposal Questionnaire Evaluation in order to advance to Phase 2, Fee Proposal Evaluation.

    - a) Phase 1, Proposal Questionnaire  
The Proposal Questionnaire, Attachment 4, is intended to provide CAAM with specific information concerning the Proposer's capability to provide Public Affairs Consulting services as described in the RFP. The Proposal Questionnaire has a maximum of 100 points.

b) Phase 2, Fee Proposal

The Fee Proposal must cover costs for services as described in Exhibit A, Scope of Work, and submitted in the format prescribed in Attachment 5, Fee Proposal. The Fee Proposal will have a maximum score of 100 points, as identified on Attachment 6, Scoring Criteria. The proposer with the lowest fee will receive 100 points. Other proposals will be rated proportionately as follows:

$$\frac{\text{Lowest Fee}}{\text{Proposer's Fee}} \times 100 \text{ Points} = \text{Proposer's Score}$$

c) Phase 3, Small Business and Disabled Veterans Business Enterprise

Preference and Incentive points will be applied to participating vendors if the proposer with the highest scoring "earned points" is not a certified SB/MB. Preference and/or incentive will be based on the highest scoring "earned points."

7. Award and Protest

- a. Upon written request by any proposer, the Notice of Intent to Award shall be posted in a public place in the California African American Museum at least five (5) working days prior to awarding the agreement.
- b. If any proposer, prior to the award of agreement, files a protest with the California African American Museum and the Department of General Services, Office of Legal Services, 707 Third Street, Suite 7-330, MS-102, West Sacramento, CA 95605, on the grounds that the (protesting) proposer would have been awarded the contract had CAAM correctly applied the evaluation standard in the RFP, or if CAAM followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that protests be submitted by certified or registered mail.
- c. Within five (5) days after filing the initial protest, the protesting proposer shall file with the Department of General Services and CAAM a detailed written statement specifying the grounds for the protest. The written protest must be sent to the Dispute Resolution Unit, Department of General Services, 707 Third Street, Second Floor, West Sacramento, CA 95605. A copy of the detailed written statement should be mailed to CAAM.
- e. Upon resolution of the protest and award of the agreement, Contractor must complete and submit to CAAM the Payee Data Record (Std. 204), to determine if the Contractor is subject to state income tax withholding pursuant to the California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at



Std204.pdf

<http://www.documents.dgs.ca.gov/dgs/FMC/PDF/Std204.pdf>

8. Disposition of Proposals

- a. Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b. Proposal packages may be returned only at the proposer's expense, unless such expense is waived by CAAM.

9. Agreement Execution and Performance

- a. Service shall start not later than five days, or on the date set by CAAM and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, CAAM, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another contractor.
- b. All performance under the agreement shall be completed on or before the termination date of the agreement.
- c. No oral understanding or agreement shall be binding on either party.

10. Darfur Contracting Act Certification

Pursuant to the Darfur Contracting Act of 2008, Act, "scrutinized companies" are ineligible to submit a proposal for an Agreement with a state agency. As such, the Proposer must certify compliance with the Act by completing (a.) or (b.) as defined below:

- a. Completing Attachment 5, Darfur Contracting Act Certification, certifying that:
  - 1) It is not a scrutinized company pursuant to Public Contract Code, PCC, Section 10476, or
  - 2) It is a scrutinized company as defined by PCC Section 10476 but has received written permission from the Department of General Services to submit a bid or proposal pursuant to PCC Section 10477(b),

OR

- b. Indicating on Attachment 1, Required Attachments Checklist, that within the previous three (3) years it has not had any business activities or other operations outside of the United States. Proposals submitted without a completed Attachment 9, Darfur Contracting Act Certification, may be deemed ineligible unless the Proposer has indicated on Attachment 1, Required Attachments Checklist, that it has satisfied the requirements under this section.

11. Bidder Declaration (GSPD-05-10)

All proposers must complete the Bidder Declaration GSPD-05-105 and include it with the proposal. When completing the declaration, proposers must identify all subcontractors proposed for participation in the contract. Proposers awarded a contract are contractually



obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract.

12. Disabled Veteran Business Enterprise Declaration (DGS PD 843)

Proposers who have been certified by California as a DVBE (or who are proposing rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) must also submit a completed form(s) DGS PD 843 (Disabled Veteran Business Enterprise Declaration). All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). Should the form not be included with the solicitation, contact the State contracting official or obtain a copy online from the Department of General Services Procurement Division, Office of Small Business and DVBE Services (OSDS) website at [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus). The completed form should be included with the proposal. DVBE Disabled Veteran Business Enterprise Declaration (DGS PD 843) can be found on [https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd\\_843.pdf](https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd_843.pdf)

13. Authorized/Key Personnel and Resume

The Proposer shall name certain members of the Proposer's staff who will exercise a significant role and perform services in compliance with Exhibit A, Scope of Work, on Attachment 8, Authorized/Key Personnel form and include resumes. This designation does not mean that the individuals have the authority to bind the firm contractually.

Contractor shall not substitute, replace or reassign Authorized/Key Personnel without CAAM prior approval. However, with CAAM written approval, the parties may agree a change in these Authorized/Key Personnel, and that written approval document shall become a part of the agreement.

14. Addenda: Errors and Omissions

CAAM may modify any part of the RFP in writing by issuance of an addendum. Addenda issued prior to the final filing date for submission of proposals will be available at [caleprocure.ca.gov](http://caleprocure.ca.gov). Addenda issued after the final filing date will be sent to all responding Proposers as appropriate. If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Proposer shall immediately notify the CAAM Procurement Office of such error in writing and request clarification or modification of the document. Such notice shall be given prior to the final filing date for submission of proposals. Modifications or clarifications of the RFP by CAAM shall be made by addenda and posted at [caleprocure.ca.gov](http://caleprocure.ca.gov). If, prior to the final filing date for submission, a Proposer fails to notify CAAM of a known error, or an error that reasonably should have been known, the Proposer shall not be entitled to additional compensation or time by reason of the error or its late correction. The provisions of any written amendment hereto or clarification hereof issued by CAAM pursuant to this section shall be incorporated by reference and made a part of the agreement awarded as a result of this RFP.

**B. PREFERENCE AND INCENTIVE PROGRAMS**

The State provides significant preferences and incentives to California Certified Small Businesses ('SB') or Disabled Veterans Business Enterprises ('DVBE'), providing businesses claiming these incentives or preferences must have a Commercially Useful Function (CUF) in accordance with GC 14837 and M&VC 999. CUF evaluation applies to suppliers, whether prime bidders or subcontractors, who have California certifications for one or more of the socio-economic programs (e.g., small business, DVBE). CUF compliance provides reasonable

assurance that no SB or DVBE is used as a pass-through on the contract. CUF compliance ensures that the incentives or preferences provided as part of the bid evaluation process are given for services and/or goods that are part of the contract.

A Certified Small Business, Microbusiness or DVBE contractor, subcontractor or supplier is considered to be performing a CUF when it meets all of the following criteria:

- Is responsible for the execution of a distinct element of work for the contract;
- Carries out contractual obligations by actually performing, managing, or supervising the work involved;
- Performs work that is normal for its business services and functions;
- Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment;
- Is not further subcontracting a portion of the work that is greater than expected to be subcontracted by normal industry practices; and,
- Its role is not limited to that of an extra participant in the transaction, contract or project through which funds are passed in order to obtain the appearance of Small Business, Microbusiness, or DVBE participation.

1. Small Business (SB) or Microbusiness (MB) Preference – Optional

If the Proposer is claiming the 5% certified small business or micro business preference, or is committing to subcontract 25% or more of their cost proposal to one or more certified small businesses or microbusinesses, proposer must submit the certification or proof of SB/MB certification issued by the DGS Office of Small Business & Disabled Veterans Business Enterprise Services (OSDS).

Additional References: <https://www.dgs.ca.gov/PD>

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

Small business or micro business bidders or proposers using the non-small business preference shall be granted a preference consisting of five percent (5%) of the highest responsible proposer's earned points if the firm is not a California certified SB/MB.

The standard contract language for the Small Business (SB) program can be found at the Internet web site as follows: <https://www.dgs.ca.gov/PD>

2. Disabled Veterans Business Enterprise (DVBE) Incentive Program

Note: there is no DVBE participation requirement, however, the DVBE incentive still applies.

This solicitation does not require a minimum amount of DVBE participation. However, you are strongly encouraged to either become certified, if eligible, or to subcontract a portion of the work to a certified DVBE. If a prime proposer is a certified DVBE or commits to subcontracting with DVBE(s), it may be eligible to receive an incentive provided that the DVBE provides a commercially useful function as defined in California Code of Regulations, Title 2, and Section 1896.61(l). For evaluation purposes only, the State shall

apply an incentive to proposals that commit to California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 and confirmed by the State. The incentive amount varies in conjunction with the percentage of DVBE participation offered. The incentive will be equal to the participation offered as defined below:

| <b>Confirmed DVBE Participation of</b> | <b>DVBE Incentive</b> |
|--|-----------------------|
| 3.01% - 4.00% inclusive                | 3%                    |
| 4.01% - 5.00% inclusive                | 4%                    |
| 5.01% and over                         | 5%                    |

Proposers must submit the certification or proof of DVBE certification issued by the DGS Office of Small Business & Disabled Veterans Business Enterprise Services (OSDS). Information submitted by proposers to claim the DVBE incentive(s) is subject to verification by CAAM.

**C. REQUIRED ATTACHMENTS**

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

ATTACHMENT 1

**REQUIRED ATTACHMENTS CHECKLIST**

(Proposing Firm's Name)

**Attachments/Exhibits Attachment Name**

- \_\_\_\_\_ Attachment 1 Required Attachments Checklist
- \_\_\_\_\_ Attachment 2 Proposer Certification Sheet
- \_\_\_\_\_ Attachment 3 Minimum Qualifications
- \_\_\_\_\_ Attachment 4 Proposal Questionnaire
- \_\_\_\_\_ Attachment 5 Fee Proposal
- \_\_\_\_\_ Attachment 6 Scoring Criteria
- \_\_\_\_\_ Attachment 7 Authorized/Key Personnel
- \_\_\_\_\_ Attachment 8 References
- \_\_\_\_\_ Attachment 9 Darfur Contracting Act Certification\*

*Check if not required\**  
*Please Note: If this certification is not required for your agency, DO NOT place a check mark on the line next to Attachment 9. Instead, simply check the box above that will indicate it is not required.*

*For more information on the Darfur Contracting Act requirements, please see Section A.10.*

- \_\_\_\_\_ Attachment 10 Bidder Declaration Form (GSPD-05-105)

**Other Required Documents**

- \_\_\_\_\_ Resume(s)

**If applicable:**

- \_\_\_\_\_ Small Business or Micro Business Certification
- \_\_\_\_\_ Disabled Veteran Business Enterprise Certification
- \_\_\_\_\_ Disabled Veteran Business Enterprise Declaration (DGS PD 843)  
[https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd\\_843.pdf](https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd_843.pdf)

ATTACHMENT 2

**PROPOSER CERTIFICATION SHEET**

(Proposing Firm's Name)

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The proposal must be submitted via email in accordance with the RFP instructions.

- A. Place all required attachments behind this certification sheet.
- B. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

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

|  |  |                       |   |   |             |             |  |  |
|--|--|-----------------------|---|---|-------------|-------------|--|--|
| 1. Company Name  | 2.a Telephone Number<br>( )                  | 2.b Fax Number<br>( ) |   |   |             |             |  |  |
| 3. Address   |  |                       |   |   |             |             |  |  |
| 4. Indicate your organization type: (Check one)  |  |                       |   |   |             |             |  |  |
| Sole Proprietorship  | Partnership                                  | Corporation           |   |   |             |             |  |  |
| 5. Indicate the applicable license and/or certification information:   |  |                       |   |   |             |             |  |  |
| 6. Proposer's Name (Print)   | 7. Title                                     |                       |   |   |             |             |  |  |
| 8. Signature   | 9. Date.                                     |                       |   |   |             |             |  |  |
| 10. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:  |  |                       |   |   |             |             |  |  |
| <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; padding: 5px;">a. California Small Business Enterprise</td> <td style="width: 50%; padding: 5px;">b. Disabled Veteran Business Enterprise</td> </tr> <tr> <td style="padding: 5px;">Yes      No</td> <td style="padding: 5px;">Yes      No</td> </tr> <tr> <td style="padding: 5px;">If yes, enter certification number:<br/>_____</td> <td style="padding: 5px;">If yes, enter certification number:<br/>_____</td> </tr> </table> |  |                       | a. California Small Business Enterprise | b. Disabled Veteran Business Enterprise | Yes      No | Yes      No | If yes, enter certification number:<br>_____ | If yes, enter certification number:<br>_____ |
| a. California Small Business Enterprise  | b. Disabled Veteran Business Enterprise      |                       |   |   |             |             |  |  |
| Yes      No  | Yes      No                                  |                       |   |   |             |             |  |  |
| If yes, enter certification number:<br>_____   | If yes, enter certification number:<br>_____ |                       |   |   |             |             |  |  |
| NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes".   |  |                       |   |   |             |             |  |  |
| Date application was submitted to OSBCR, if an application is pending: _____   |  |                       |   |   |             |             |  |  |

ATTACHMENT 3

**MINIMUM QUALIFICATIONS**

(Proposing Firm's Name)

A proposing firm(s) must meet all of the following minimum qualifications to CAAM's satisfaction to be given further consideration. Failure to satisfy ANY of the minimum qualifications may result in the immediate rejection of the proposal.

1. As of the final file date for proposal submission, Proposer must be a legal entity, registered to do business in the State of California (subject to verification with the Secretary of State).

Yes / No (circle one)

2. As of the final file date for proposal submission, Proposer must provide resumes for each staff person assigned to the project detailing his/her experience.

Yes / No (circle one)

3. As of final file date of proposal submission, Proposer has provided marketing and communications services for at least five (5) years that involved working with art nonprofit organizations, museums, or relevant institutions as confirmed through Attachment 10, References.

Yes / No (circle one)

4. As of the final file date for proposal submission, Proposer must be located within 50 miles of CAAM.

Yes / No (circle one)

ATTACHMENT 4

**PROPOSAL QUESTIONNAIRE**

(Proposing Firm's Name)

The Proposal Questionnaire is intended to provide CAAM with specific information concerning the Proposer's capability to provide services as described in the RFP. Please limit your response to this questionnaire to essential information and no more than three (3) pages. Type each response in the same number order as it appears in the questionnaire.

1. The proposal shall include an introduction page that exemplifies the commitment of the Proposer to provide CAAM marketing and communications services as described in Exhibit A, Scope of Work.
2. The Proposer must provide a detailed description of any potential for conflict which would be created as a result of the firm entering into an agreement with CAAM; include other client relationships which may inhibit services to CAAM on a primary basis. If no conflict exists, provide a statement indicating so.
3. The Proposer must provide references for three (3) clients, one (1) of which is a client for whom the Proposer has undertaken a marketing and communications services within the past three (3) years that involved working with art nonprofit organizations, museum, or relevant institutions. This information must be submitted on Attachment 10, Proposer References form. CAAM reserves the right to contact any of the persons/companies provided and also retains the right to conduct reference checks beyond those entities named by the Proposer.
4. The Proposer shall provide a description of how the firm intends to provide marketing and communications services, including its interactions with CAAM staff responsible for the execution of activities related to the assignment. CAAM requires weekly check-ins (via email or phone call), monthly status reports, and the ability to come to CAAM for in-person and/or online staff meetings at least once a month.
5. The Proposer shall provide a summary that tells CAAM its organization, expertise and how its approach may differ from competitors. CAAM is interested in learning the following:
  - a. Proposer's experience in working with art nonprofit organizations and museums or relevant institutions.
  - b. Proposer's approach in identifying target growth audiences and social media strategies for outreach
  - c. An illustration of Proposer's media relations including working with publicists and pursuing outreach partnerships

ATTACHMENT 5

**FEE PROPOSAL**

(Proposing Firm's Name)

Proposers are required to submit their cost proposal in the format below; failure to do so may result in disqualification. Travel expenses should not be included in the hourly rate. Travel that is necessary, requested and authorized by CAAM shall be reimbursed in accordance with CalHR Travel Policy (CCR § 599.615.1-599.638.1).

The successful proposer may be awarded a contract; the monthly rate submitted shall be guaranteed for the contract term.

**Fiscal Year 21/22**

| <b>Monthly Rate</b> |   | <b>Estimated<br/>Number of Months</b> |   | <b>Total</b> |
|---------------------|---|---------------------------------------|---|--------------|
| \$ _____            | X | 6                                     | X | \$ _____     |

**Fiscal Year 22/23**

| <b>Monthly Rate</b> |   | <b>Estimated<br/>Number of Months</b> |   | <b>Total</b> |
|---------------------|---|---------------------------------------|---|--------------|
| \$ _____            | X | 12                                    | X | \$ _____     |

**Fiscal Year 23/24**

| <b>Monthly Rate</b> |   | <b>Estimated<br/>Number of Months</b> |   | <b>Total</b> |
|---------------------|---|---------------------------------------|---|--------------|
| \$ _____            | X | 6                                     | X | \$ _____     |



ATTACHMENT 6

**SCORING CRITERIA**

(Proposing Firm's Name)

| Phase                | Evaluation                                   | Maximum Points |
|----------------------|--|----------------|
| Phase 1              | Written Proposal Evaluation                  | 100            |
| Phase 2              | Fee Proposal Evaluation                      | 100            |
| Earned Points        |  | 200            |
| Phase 3              | Preference and Incentive Programs Evaluation |                |
|                      | Small Business Preference                    | 10             |
|                      | DVBE Incentive                               | 10             |
| Total Maximum Points |  | 220            |

- Only Proposers that score a minimum of 75 points in Phase 1 will be further considered to move to Phase 2.
- In Phase 2, the Proposer with the lowest fee will receive 100 points. Other fee proposals will be calculated based on the formula outlined in the RFP Section A, 6, d, 2). B), Phase 2, Fee Proposal.
- 5% Small Business Preference will be applied to a Certified Small Business' "earned points" if the proposer with the highest scoring "earned points" is a Non-Certified Small Business.
- DVBE Incentive points will be applied as follows if the proposer with the highest scoring "earned points" is not a Certified SB/MB:

| <b>Confirmed DVBE Participation of</b> | <b>DVBE Incentive</b>                     |
|--|---|
| 3.01% - 4.00% inclusive                | 3% of the highest scoring "earned points" |
| 4.01% - 5.00% inclusive                | 4% of the highest scoring "earned points" |
| 5.01% and over                         | 5% of the highest scoring "earned points" |

- Preference and Incentive points are used only for evaluation purposes only to determine the winning proposer and does not alter the amounts of the actual proposal.

ATTACHMENT 7

**AUTHORIZED/KEY PERSONNEL**

(Proposing Firm's Name)

Please list the names and titles of the personnel authorized to conduct business (deliver services) on behalf of the Contractor in a decision-making capacity:

Signature \_\_\_\_\_

Name (Typed) \_\_\_\_\_

Title (Typed) \_\_\_\_\_

Date \_\_\_\_\_

E-mail \_\_\_\_\_

Signature \_\_\_\_\_

Name (Typed) \_\_\_\_\_

Title (Typed) \_\_\_\_\_

Date \_\_\_\_\_

E-mail \_\_\_\_\_

Signature \_\_\_\_\_

Name (Typed) \_\_\_\_\_

Title (Typed) \_\_\_\_\_

Date \_\_\_\_\_

E-mail \_\_\_\_\_

ATTACHMENT 8

**REFERENCES**

(Proposing Firm's Name)

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal shall cause your proposal to be deemed nonresponsive and rejected.

List below three (3) references for services performed within the last five (5) years, which are similar to the scope

**Failure to complete and return this Attachment may cause your proposal to be rejected.**

Signature \_\_\_\_\_

Name (Typed) \_\_\_\_\_

Title (Typed) \_\_\_\_\_

Date \_\_\_\_\_

E-mail \_\_\_\_\_

Signature \_\_\_\_\_

Name (Typed) \_\_\_\_\_

Title (Typed) \_\_\_\_\_

Date \_\_\_\_\_

E-mail \_\_\_\_\_

Signature \_\_\_\_\_

Name (Typed) \_\_\_\_\_

Title (Typed) \_\_\_\_\_

Date \_\_\_\_\_

E-mail \_\_\_\_\_

ATTACHMENT 9

**DARFUR CONTRACTING ACT CERTIFICATION**

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services (DGS) to submit a proposal.

If your company has not, within the previous three (3) years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

**OPTION #1 – CERTIFICATION**

If your company, within the previous three (3) years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective Proposer/Bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective Proposer/Bidder named below. This certification is made under the laws of the State of California.

|  |                                     |
|--|-------------------------------------|
| Company/Vendor Name (Printed)            | Federal ID Number                   |
| By (Authorized Signature)                |                                     |
| Printed Name and Title of Person Signing |                                     |
| Date Executed                            | Executed in the County and State of |

**OPTION #2 – WRITTEN PERMISSION FROM DGS**

Pursuant to Public Contract Code section 10477(b), the Director of DGS may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from 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.

|   |                   |
|---|-------------------|
| Company/Vendor Name (Printed)               | Federal ID Number |
| Initials of Submitter                       |                   |
| Printed Name and Title of Person Initialing |                   |

ATTACHMENT 10

**BIDDER DECLARATION (GSPD-05-105)**

<http://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

**SCO ID:**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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

| Exhibits         | Title  | Pages |
|------------------|--|-------|
| Exhibit A        | Scope of Work  | 2     |
| Exhibit B        | Budget Detail and Payment Provisions                                     | 1     |
| Exhibit C *      | General Terms and Conditions   | 1     |
| +<br>- Exhibit D | Special Terms and Conditions (Attached hereto as part of this agreement) | 1     |
| +<br>- Exhibit E | Additional Provisions  | 1     |

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

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

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

**CONTRACTOR**

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

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**SCO ID:**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

|                  |   |
|------------------|---|
| AGREEMENT NUMBER | PURCHASING AUTHORITY NUMBER (If Applicable) |
|------------------|---|

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exhibit A  
(Standard Agreement)

**SCOPE OF WORK**

The Marketing and Communications Consultant is responsible for overseeing the California African American Museum's (CAAM) marketing and communications strategies and practices, in collaboration with staff, designers, consultants, and others. The Consultant works with staff to create and implement strategic plans for marketing and communications, in line with CAAM's long-term goals, as described in the responsibilities and functions below:

- Devote 36 hours per month on assignments determined by CAAM
- Writing and organizing the quarterly direct mail brochure ("Here & Now"), monthly newsletter, and other print pieces and e-flyers
- Creating content and handling day-to-day updates for the Museum's website, including event postings and exhibition pages
- Overseeing the Museum's social media strategy by platform and working with consultants on content creation and postings
- Media relations, including writing press releases, working with publicists, and creating seasonal online image database for press
- Identifying and pursuing outreach partnerships
- Managing paid advertising when applicable, including street banners, print, and radio ads, and sponsors
- Identify target growth audiences and implement strategies for reaching them with the Museum's messages
- Regular meetings with the Museum's Executive Director and Deputy Director in-person and via phone
- Attending key public events at the Museum
- Staying up-to-date and with open communication channels to peer institutions on best practices, both day-to-day and emergency
- Consultant is expected to provide weekly check-ins (via email or phone call), monthly status reports, and come to CAAM's Administrative Office for in-person staff meetings at least once a month

**DELIVERABLES**

Contractor shall adhere to schedule developed in partnership with CAAM staff to meet the stated goals.

- Consultant shall respond by email or phone within 24 hours, unless CAAM is otherwise notified beforehand of the unavailability of the Consultant.
- Consultant shall prepare and deliver the product on time.
- Consultant shall prepare, write, and organize, and deliver the content for the museum's quarterly publication ("Here & Now"), monthly newsletter, and other print pieces and e-flyers.



- Consultant shall create and oversee day-to-day content creation and postings on the Museum's social media accounts and website.
- Consultant shall provide monthly reports to the Deputy Director on media gains for board viewing.
- Consultant shall provide annual reports to the Museum's Director on target growth audience and media relations strategies.

**HOURS, LOCATION OF SERVICE, AND PROJECT REPRESENTATIVES**

1. The services shall be provided during work hours Monday through Friday, except State holidays and shall be performed at:

The daily worksite of the consultant's choosing

AND (when needed)

California African American Museum  
(CAAM)  
600 State Drive, Exposition Park  
Los Angeles, CA 90037

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

|  |             |
|--|-------------|
| State Agency: California African American Museum | Contractor: |
| Name: Cameron Shaw, Executive Director           | Name:       |
| Phone: (213) 744-2066                            | Phone:      |
| Fax: (213) 744- 2050                             | Fax:        |
| Email: cshaw@caamuseum.org                       | Email:      |

Direct all inquiries to:

|   |   |
|---|---|
| California African American Museum<br>(CAAM)<br>Fiscal Unit<br><br>Attn: Joycelyn Caparas, Fiscal Officer<br>600 State Drive, Exposition Park<br>Los Angeles, CA 90037<br><br>Email: jcaparas@caamuseum.org | Contractor Name:<br><br>Attn:<br><br>Address: |
|---|---|

Exhibit B  
(Standard Agreement)

**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. **Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for services billed at the monthly rate incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

CAAM Accounting Unit  
600 State Drive, Exposition Park  
Los Angeles, CA 90037

2. **Budget Contingency Clause**

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

3. **Prompt Payment Clause**

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

4. **Rate**

The fee for the work is \$\_\_\_\_\_ per month.

Exhibit C  
(Standard Agreement)

**GENERAL TERMS AND CONDITIONS**

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site

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

Exhibit D  
(Standard Agreement)

**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 employee's wages. The State will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. **Settlement of Disputes**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with CAAM, Cameron Shaw, Executive Director within ten (10) days of discovery of problem. Within ten (10) days, the Executive Director shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of Cameron Shaw, Executive Director shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. **Evaluation of Contractor**

Cameron Shaw, Executive Director will evaluate the Contractor's performance periodically during the term of this contract. If the services are unsatisfactory and a compromise cannot be met, the Executive Director has the right to refuse the continued service provided by the contractor within a thirty (30) day notice of termination to the contractor.

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.00.

4. **Potential Subcontractors**

Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his 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 to enforce the payment of any moneys to any subcontractor.

Exhibit E  
(Standard Agreement)

**ADDITIONAL PROVISIONS**

1. **Consultant – Staff Expenses**

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

The Executive Director has the right to review this Agreement to evaluate the performance of the Contractor and the Contractor has the right to cancel upon unsatisfactory service within a thirty (30) day notice.

2. **Rules/Regulations**

Contractor shall observe and comply with all federal, state, city, and county laws, rules, or regulations affecting the work. Any work done that does not comply with any laws, rules, or regulations will be remedied at the Contractor's expense.

3. **Relationships of Parties**

The parties intend that Consultant, in performing the services specified in this Agreement, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Consultant shall be free to contract for similar services to be performed at other parties while Consultant is under contract with CAAM. Consultant is not to be considered as an agent or employee of CAAM and is not entitled to participate in any pension plans or in bonus, stock, or similar benefit that CAAM provides for its employees.

4. **Governing Law; Venue**

This agreement shall be governed by and construed in accordance with the laws of the State of California, and any suit brought in connection with this Agreement shall be brought in the state of federal courts sitting in Los Angeles, California.

5. **Entire Agreement; Modification**

The Agreement sets forth the final and entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and representations, whether oral or written, with respect hereto. This Agreement may only be modified by a written instrument duly executed by both parties.