

**REQUEST FOR PROPOSALS
Notice to Prospective Bidders**

October 26, 2022

A) Purpose and Description of Services

The San Francisco Bay Conservation and Development Commission (BCDC), a California state agency that employs approximately 50 people, is seeking services of a qualified consultant or consultant team to support its role as Bay Adapt's "backbone agency" to provide the Bay Area region with ongoing strategic leadership, communication, tracking, convening, metrics, and organizing around regional sea level rise adaptation.

This RFP proposal contains a list of Key Action Dates in Section C, and Bid Requirements and Information (see Page 3, Table of Contents).

While a Disabled Veteran Enterprise (DVBE) goal is not required for this RFJP, DVBE participation is encouraged; and, the DVBE Incentive and Small Business Preferences do apply. See Section D, Special Programs, in this RFP for requirements. In submitting your bid, you must comply with all instructions and requirements contained herein.

In submitting your bid, you must comply with all instructions and requirements contained herein.

This RFP package includes the following documents and shall be included in the final bid submission:

1. Notice to Prospective Bidders
2. Required Attachments
3. Bid/Bidder Certification Sheet
4. Payee Data Record - STD 204 (and STD 205, if applicable)
5. Contractor Certification Clauses (CCC 4/2017)
6. Bidder Declaration - GSPD-05-105
7. Commercially Useful Function Certification Form
8. Disabled Veteran Business Enterprise (DVBE) Participation in Exempt Contracts
9. Darfur Contracting Act
10. Sample Standard Agreement (STD 213):
 - a. Exhibit A – Scope of Work
 - b. Exhibit A-1 – Work Specification/Plan
 - c. Exhibit B – Budget Detail and Payment Provisions
 - d. Exhibit D – Special Terms and Conditions & Additional Provisions
11. California Civil Rights Laws Certification

The following documents are incorporated by reference and are available on the internet at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. Bidder may request an electronic copy of these documents by contacting the assigned contract analyst listed below.

1. Exhibit C - General Terms and Conditions for Private Contractors (GTC 04/2017).
2. Standard Contractor Certification Clauses (CCC 04/2017)

Upon award, the Contractor shall be required to provide the following Insurance Requirements as listed in Exhibit D

It is the opinion of BCDC that this RFP is complete and without need of explanation. This RFP can be made available in a text-only format as a disability-related reasonable accommodation compliant with the California Government Code and Americans with Disabilities Act (ADA).

Please note that no verbal information given will be binding upon BCDC unless such information is issued in writing as an official addendum. If you have questions or should you need any clarifying information, the contact person for this IFB is:

Chene Williams, Contract Analyst
375 Beale St., Ste. 510
San Francisco, CA 94105
Phone: (415) 352 - 3637
Email: daisy.kaur@bcdca.gov

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A) PURPOSE AND DESCRIPTION OF SERVICES

San Francisco Bay Conservation and Development Commission (BCDC) is seeking qualified vendors to contract for Bay Adapt Implementation Support: Strategy and Outreach. The contractor is responsible for meeting all of the licenses and certifications required to perform the scope of services set forth in this solicitation.

Scope of Work, Tasks and Deliverables are specified in the Exhibit A.

BCDC seeks the services of a consultant or consultant team to support its role as Bay Adapt’s “backbone agency” to provide the Bay Area region with ongoing strategic leadership, communication, tracking, convening, metrics, and organizing around regional sea level rise adaptation.

Bay Adapt: Regional Strategy for a Rising Bay is an initiative to establish regional agreement on the actions necessary to protect people and the natural and built environment from rising sea levels. Bay Adapt is convened by the San Francisco Bay Conservation and Development Commission (BCDC) in partnership with a broad range of Bay Area leaders. Outreach and Participation occurred through dozens of expert working groups, public forums, community and stakeholder focus groups, presentations, an environmental justice caucus, and led by a Leadership Advisory Group—hundreds of people from across the Bay came together in 2020 and 2021 to develop the Bay Adapt Joint Platform.

Desired outcomes from this contract include:

- Long-term equity and strategy for the Bay Adapt program
- Engagement with leadership, stakeholders, and the public
- Advancement of the Joint Platform tasks across a distributed leadership structure
- Transparent metrics and reporting on progress
- Communications around regional adaptation, using the Bay Adapt “brand”

The services will take place over a three-year period, beginning in January 2023. BCDC’s Planning Division will oversee the consultant services. The tasks details may need to be adjusted based on progress, need and resources available. However, for the purposes of the RFP solicitation, estimates on frequency of meetings, etc., are provided below. Note that this request for proposal will complement and coincide with the services request in RFP. Consultant teams may choose to respond to one or both RFPs, but they must be submitted separately.

Task 1: Program Management Support

Consultant will participate in regularly scheduled BCDC Bay Adapt Team meetings (approximately once per month), led by BCDC staff, to check in on task progress, timelines, and discuss key program decisions. BCDC anticipates the consultant will designate a lead point of contact for effective communication and coordination among the consultant team(s) and BCDC project leadership teams. Consultant should also coordinate with other consultant teams simultaneously working on relevant tasks as necessary, including a Data and Mapping consultant team and a Regional Shoreline Adaptation Plan consultant team.

Deliverable:

- Attendance by at least one consultant team “lead” at monthly BCDC Bay Adapt Team meetings (approximately 36 meetings over 3 years)
- Coordination with other consultant teams, as needed

Task 2: Implementation Strategy

Consultant will create a Bay Adapt Implementation Strategy that builds on the Joint Platform's successes and lessons learned to date to lay out a strategic approach to ongoing Bay Adapt implementation. The strategy should include, at a minimum, the following components:

- Updated Statement of Purpose
- Equity Strategy to ensure equitable processes and procedures during Bay Adapt implementation, as well metrics to track equitable adaptation outcomes and benefits to vulnerable frontline communities
- Leadership Structure, including roles, responsibilities, and protocols
- Annual Priorities

The Implementation Strategy will build upon existing materials developed by BCDC staff and Bay Adapt's Guiding Principles. It will be developed in close collaboration with BCDC Planning staff and reviewed by BCDC leadership, BCDC Environmental Justice Advisors, and other Bay Adapt leadership prior to finalization and will be updated annually.

Deliverable:

- Bay Adapt Implementation Strategy document

Task 3: Facilitation and Meeting Support

Provide meeting facilitation at various meetings in which individuals with differing viewpoints, experiences and backgrounds will be present. These include:

- 1) **Implementation Committee Meetings** (quarterly, 12 total): Executive leadership of lead entities responsible for Bay Adapt implementation and other key stakeholders.
- 2) **Annual Regional Forums (annually, 3 total): Public forum with a variety of stakeholders to showcase progress and successes of Bay Adapt.**

In addition to facilitation during the meetings, the consultant will be responsible for preparing agendas, presentations, and meeting materials, communications with attendees, and meeting summaries, in coordination with BCDC staff and other Bay Adapt partners. The exact frequency of meetings is subject to change.

Deliverables:

- Facilitation, meeting materials, and meeting summaries for 12 Implementation Committee meetings and 3 Regional Forums.

Task 4: Communications and Outreach

Part of Bay Adapt's success has been its deep and wide engagement with stakeholders and the public. Robust communications and outreach will continue during the implementation phase to connect and share adaptation stories around the region, celebrate regional adaptation progress, and promote trust-building and knowledge sharing, especially with vulnerable frontline communities. Communications will also build on and continue the success of the Bay Adapt "brand." Consultant will provide significant communications support, including the following deliverables.

Deliverables:

- A Communications and Outreach plan, including an engagement strategy with the public, local governments, private sector, special interest groups, and academics.
- Plan for hosting training, tours, and other strategies to educate public officials about frontline communities and build trust (to be co-developed with BCDC's Environmental Justice Advisors).
- Content development for regular Bay Adapt communications (monthly), including newsletters and social media.

- Website support: graphics, content development and web page design for bayadapt.org, to be updated at least quarterly as needed (web page development is under a separate Data and Mapping contract).
- Outreach and coordination with media outlets and management/preparation of press/PR requests as needed.
- ADA accessible graphic standards / templates for printed and digital materials (reports, agendas, memos, Powerpoint, etc).
- On-call services for document editing, multi-media/graphic development, and translation services in commonly spoken languages in the Bay Area.

Task 5: Equity Funding and Partnerships

Fair and equitable relationships with vulnerable, frontline community organizations and residents are of primary importance to BCDC in the Bay Adapt initiative. BCDC requests that, based on best practices¹ related to community outreach and equity, the consultant establishes a methodology and fiscal structure to support meaningful community engagement. This includes stipends or other honorarium for representatives from frontline communities for their participation in leadership roles and Annual Forums.

The RFP response should include a description of how the consultant will approach outreach and partnership building, how the budget will incorporate standard consulting rates for community-based organizations to lead and participate, and the fiscal mechanism through which community participants from vulnerable, frontline communities will be compensated. At a minimum, compensation should be considered for:

Deliverables:

- Compensation criteria and structure for paid participation in Bay Adapt Outreach

Task 6: Tracking and Reporting

Critical to the success of the Implementation Phase is a transparent system to measure and communicate the success of Bay Adapt. Consultant will support BCDC in collaboratively identifying metrics for success that track both achievement of specific tasks within the Joint Platform as well as markers of successful outcomes (ie, the results of the actions) that will be transparently displayed on an online dashboard and updated on a regular basis (ie annually).

Deliverables:

- Memo outlining goals for metrics (ie, what does success look like?), final success metrics with the input of stakeholders and approved by the Bay Adapt leadership, and protocols for tracking metrics and updating annually.
- Design of an online metrics dashboard with protocols for updating annually (dashboard web development will occur under a separate Data and Mapping contract).
- Memo outlining process for annual reporting structures, such as progress reports, report-outs at Annual Forum, and updating of case studies and features on the dashboard and/or Bay Adapt website of successful implementation of Bay Adapt tasks to celebrate and elevate stories of progress. These updates should align with the Annual Forums.

B) BIDDER MINIMUM QUALIFICATIONS

¹ For one example of equitable outreach best practices, see Father Together Report (BARHII) [Farther Together Report \(barhii.org\)](https://barhii.org/).

Bidder qualifications and licensing requirements (if any) are specified below and/or in Exhibit A. Unless otherwise stated, Bidder shall meet all qualifications and licensing requirements at the time of the public bid opening.

C) BUDGET, TERM, COST DETAIL AND METHOD OF PAYMENT INFORMATION

- 1) **Budget and Term:** The Commission has budgeted up to \$330,000.00 for the consultant services described above. It is expected that work on the project will begin in the last quarter of 2022.
- 2) **Cost Detail Format.** The proposed rate should be for the hourly rate of payment charged by the consultant who would work on the project. The rate should include overhead and any indirect costs.
- 3) **Method of Payment.** The selected consultant will be reimbursed no more than once a month, on a task-completed basis; the payment rate quoted will be all-inclusive for overhead.

D) BID REQUIREMENTS AND INFORMATION

1) Key Action Dates

The following dates are set forth for informational and planning purposes only and are subject to change:

| | |
|--------------------------------------|---|
| RFP Available to Prospective Bidders | Date: October 26th, 2022 |
| Deadline for Questions | Date: November 2nd Time: 1:00 pm |
| Deadline for Responses to Questions | Date: November 7th Time: 3:00 pm |
| Final Date for Submission of Bid | Date: November 30th Time: 3:00 pm |
| Bid Opening | Proposed Date: December 2nd Time: 10:30 am |
| Notice of Intent to Award | Proposed Date: December 9th |
| Proposed Award Date | Date: December 16th or upon approval whichever is later |
| Term Start Date | Date: January 2nd or upon approval whichever is later |
| Term End Date of Agreement | Date: Contract can be up to three years. |

2) Question and Answer Period

Any questions regarding this RFP must be submitted in writing by, via email to the Contract Analyst listed on Page 2 of this RFP. All questions must be received prior to the deadline for questions. Emails should include the individual's name, firm name, address, and must reference RFP number. All answers will be posted on the Cal eProcure website. It is the responsibility of the Bidder to check the California State Contract Register at <https://caleprocure.ca.gov/pages/index.aspx> when inquiring about an addendum, questions, answers, and any other posts related to this IFB.

3) Packaging and Submittal Instructions

- a) All proposals and cost information must be submitted and received by the BCDC by the Final Date for Submission of Bid as identified in Section C)1) – Key Action Dates.
- b) Bids must be submitted by mail
 - 1. Package must read

DO NOT OPEN
Solicitation # SFBC-P-22-10
Chenee Williams, Contract Analyst
375 Beale St., Ste. 510
San Francisco, CA 94105
Phone: (415) 352 - 3637
Email: daisy.kaur@bcdcc.ca.gov

Bidders are ultimately responsible for ensuring timely receipt of their bid. Bidders may verify receipt of a bid by contacting the BCDC Contract Analyst identified in the cover letter of this BCDC.

- c) Bidders are solely responsible for understanding the scope of work and all requirements, terms, conditions, evaluation criteria, etc., before submitting a bid. If the language is unclear or ambiguous, it is Bidder's responsibility to request clarification or assistance before submitting a bid. Please note that no verbal information shall be binding upon the State unless the State issues such information in writing as an official addendum. If the RFP is modified prior to the final bid submission date, the State shall issue an addendum to all bidders that received a bid package. By virtue of submitting a bid, Bidder is accepting the terms and conditions expressed herein. Costs incurred for developing bids and in anticipation of award of the Agreement are the responsibility of Bidder and shall not be charged to the State.
- d) Bidder may modify a bid after its submission by withdrawing the original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, shall not be considered.
- e) Bidder's bid may be withdrawn from consideration by submitting a written withdrawal request to the State, signed by Bidder or an authorized agent prior to the public bid opening. The bid is binding once it is opened by the State and may not be withdrawn without cause.
- f) Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of a proposal. The proposal must include:
 - 1) **Statement of Project:** A brief statement of the entire project as seen by the prospective consultant.
 - 2) **Work Plan:** The prospective consultant shall develop a work plan or schedule for task completion, including major tasks, necessary subtasks, and/or specific milestones by which progress can be measured and payments made.
 - 3) **Description of Qualifications:** A brief description of the prospective consultant's qualifications and experiences. The resume of the assigned key person working under the contract shall be included in the Proposal.

- 4) **Cost:** The hourly rate charged by the prospective consultant who would work on the project and include unit prices for tasks listed in a separate sealed enveloped marked "COST PROPOSAL – DO NOT OPEN"
- 5) **Samples of Work:** Two samples of the prospective consultant's work which most closely correspond to the consultant work being requested by BCDC.
- 6) **References:** The name, address, telephone numbers and e-mail addresses of at least three references

4) Evaluation and Selection

- a) All bid packages properly received according to the RFP Instructions on or before the bid due date and time shall be publicly opened and the rates read on the date and time specified in Section C)1), Key Action Dates, Bid Opening, at the following address:
 - 375 Beale Street, Suite 510, San Francisco, CA 94105

Bidders who plan to attend the virtual public bid opening must notify the Contract Analyst listed in the cover letter of this BCDC at least three (3) business days before the date of the public bid opening Section C.1, Key Action Dates, Bid Opening. If Bidder and/or Bidder's representative require reasonable accommodation to participate in the Public Bid Opening, Bidder must contact the Contract Analyst identified in this package and identify what reasonable accommodation(s) is required for Bidder to participate

BCDC will evaluate each bid to determine compliance and adherence to all RFP requirements, as well as verification of calculations. BCDC reserves the right to request clarification of any documents submitted with this bid regarding any and/or all sections of the RFP. The Proposals The proposals that meet the minimum qualifications will be evaluated and scored according to the criteria indicated below. A minimum of 75 points must be achieved in this phase to be considered responsive. (A responsive proposal is one, which meets or exceeds the requirements stated in this RFP.) A minimum of 60% of possible points (e.g., 6 of 10 points) must be achieved for each rating/scoring criteria.

| Rating/Scoring Criteria | Maximum Points | Possible |
|---|----------------|----------|
| Statement of Project | 10 | |
| Work Plan | 35 | |
| Description of Qualifications and Experience | 20 | |
| Sample of Work | 20 | |
| Cost (Cannot be less than 30% of the total points) - 40 | | |
| Total Points | 125 | |
| Small Business Preference (If you are certified small business, the bidder will be awarded 5% preference) | 6.25 | |
| Total Possible Points | 131.25 | |

- b) In the event of a precise tie between the lowest responsible bid of a certified small business and a certified disabled veteran owned small business, the contract must be awarded to the disabled veteran owned business per the Department of General Services (DGS) State Contracting Manual (SCM), Section 8.21C. If a tie persists between any Bidders after the small business preference is applied, a coin toss or lot drawing shall be used to determine the contract award. The coin toss or lot drawing shall be officially witnessed and all affected bidders shall be advised of the tiebreaker method and invited to attend.
- c) Bids that contain false or misleading statements, or which provide references that do not support an attribute condition claimed by the bidder, may be rejected.
- d) No bid shall be considered unless the rate is submitted on the designated Rate Sheet and Bidder Certification form is in conformance with the submission requirements of this RFP.
- e) The bid must be submitted for the entire activity described herein. BCDC does not accept alternate contract language from a prospective contractor. A bid with such language shall be considered a counter proposal and shall be rejected. Additionally, bids may be rejected if the bid proposal shows any alterations of form, additions not called for, a conditioned or incomplete bid, or erasures and/or irregularities of any kind. Any bid amounts changed after the amounts are originally inserted **MUST** be initialed in original ink by Bidder.
- f) BCDC reserves the right to reject any and all bid submittal packages and/or waive any immaterial deviations in a bid submittal package and/or allow a Bidder to remedy any immaterial deviations in their bid submittal package. BCDC reserves the right to determine what constitutes an immaterial deviation in Bidder's bid submittal package. The State's waiver of an immaterial deviation shall in no way modify the RFP document or excuse Bidder from full compliance with all requirements if awarded an Agreement.
- g) BCDC is not required to award an Agreement resulting from this RFP.
- h) If a previous Agreement with a prospective bidder was terminated for cause, BCDC reserves the right to hold a responsibility hearing before awarding the Agreement to determine if the bidder is responsible. The bid may be rejected if BCDC deems, at the conclusion of the responsibility hearing, that the bidder is not responsible.

5) Awards

- a) The award of an Agreement, if it is to be awarded, shall be made to the Bidder who acquire highest scores and whose bid complies with all requirements prescribed herein. In the event Bidder submits more than one (1) bid under this bid process, BCDC shall select the lowest bid and reject all other bids from this Bidder.
- b) Whenever an Agreement is awarded under a procedure which provides for competitive bidding, but the Agreement is not to be awarded to the low bidder, the low bidder shall be notified by electronic mail, facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the Agreement.
- c) Notice of the Intent to Award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the Agreement, if requested in writing by any bidder who submitted a bid.
- d) Upon receipt of a tentative award, the apparent winning Bidder must return all required documents to the contract analyst within thirty (30) days of receipt. Failure to do so will result in the disqualification of the bidder's submission. A tentative award will then be issued to the next highest scored responsive bidder.

6) Protests

- a) If any bidder, prior to the award of Agreement, files a written protest with the Department of General Services, Office of Legal Services (DGS/OLS), 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605 or Email at OLSProtests@dgs.ca.gov and the California on the grounds that the (protesting) bidder is the lowest responsive responsible bidder, the Agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- b) Within five (5) days after filing the initial protest, the protesting bidder shall file with the DGS and the awarding agency, a detailed written statement specifying the grounds for the protest. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite #7-330, West Sacramento, CA 95605 and Email at OLSProtests@dgs.ca.gov. A copy of the detailed written statement should be mailed to the awarding agency. It is suggested that you submit any protest by certified or registered mail.

7) Disposition of Bids

- a) Upon bid 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) Bid packages may be returned only at the bidder's expense, unless such expense is waived by the awarding agency.

8) Agreement Execution and Performance

- a) The successful bidder(s) shall enter into an Agreement with BCDC prepared on a State of California Standard Agreement (STD 213 form, sample attached) and shall include Exhibits A, A-1, B, D. The approval of an Agreement is contingent upon timely receipt and the State's acceptance of the Contractor's certificates of insurance, bonds, licenses, permits and other required documents.
- b) This Agreement is not valid unless and until approved by DGS or, under its delegated authority, BCDC has no legal obligation unless and until the Agreement is approved. Any work commenced by the Contractor prior to approval may be considered voluntary and the Contractor may have to pursue claim for payment by filing with the California Victim Compensation and Government Claims Board. When the Agreement is fully approved, a copy shall be forwarded to Contractor.
- c) In the event the Bidder is party to an Agreement awarded in a prior bid for the same services and a contract award is made to Bidder as a result of this RFP, BCDC shall pay for services using rate(s) in the prior Agreement for the period of time up to and including the term end date of that Agreement. The only exception to this provision occurs when the rate(s) in a subsequent agreement is lower than those of the primary agreement; BCDC then has the sole right to determine which rate(s) will be applied.
- d) In the event an awarded Contractor fails to commence work at the agreed upon time, BCDC upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to BCDC for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.
- e) All performance under the agreement shall be completed on or before the termination date of the Agreement.

E) SPECIAL PROGRAMS

- 1) Disabled Veterans Business Enterprise (DVBE) Program**
 - a) DVBE Participation Program with **No** Goal

While a DVBE goal is not required, DVBE participation is encouraged, and the DVBE Incentive will apply to this RFP as described below.

- b) It is the intent of the California Legislature that every State procurement authority honor California's disabled veterans by taking all practical actions necessary to meet or exceed the Disabled Veteran Business Enterprise participation goal of a minimum of three percent (3%) of total contract value. The Disabled Veteran Business Enterprise (DVBE) Certification and Outreach Branch program was created for this purpose. Under Senate Bill 115, Section 999.5, an incentive program was established.
- c) DVBE Incentive: The DVBE Incentive Program applies to this solicitation. It is separate from the DVBE Participation Program and was established in Military and Veterans Code Sections 999 et seq., and Title 2, California of Regulations, Sections 1896.99 (2 CCR Section 1896.99) et seq., to encourage bidders to partner with DVBE subcontractors.

The incentive is used only for evaluation purposes to arrive at the successful bidder and does not alter the amounts of the actual bid. BCDC shall apply a DVBE Bid incentive to bids that propose California certified DVBE participation as identified on the **Bidder Declaration, GSPD-05-105**, and confirmed by the State. The DVBE incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation.

Any responsive and responsible bidder with the confirmed DVBE participation per the Table below is eligible to receive the incentive. Bidders who are not responsive and responsible regardless of the amount of DVBE participation are not eligible to receive the incentive.

The following percentages will apply for awards based on low price:

| Confirmed DVBE Participation of: | DVBE Incentive Percentage: |
|----------------------------------|----------------------------|
| 5% or over | 5% |
| 4% to 4.99% inclusive | 4% |
| 3% to 3.99% inclusive | 3% |
| 2% to 2.99% inclusive | 2% |
| 1% to 1.99% inclusive | 1% |

Application of the DVBE incentive CANNOT displace a California Certified Small Business.

- d) Contractor understands and agrees that should award of this contract be based in part on their commitment to use the 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.
- e) 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).
- f) Pursuant to Government Code 14841, upon completion of the contract for which a commitment to achieve small business (SB) or DVBE participation was made, the contractor shall report to the awarding department the actual percentage of SB/DVBE participation that was achieved.
- g) Withhold: Pursuant to Mil. & Vet. Code Section 999.7, ten thousand dollars (\$10,000) will be withheld from the final payment, or the full final payment if less than ten thousand dollars (\$10,000), until the prime contractor complies with the certification requirements of subdivision (d) of Mil. & Vet. Code

Section 999.5. Prime contractor shall be given 30 days' notice to cure the defect. If, after 30 calendar days from the date of notice, the prime contractor refuses to comply with the certification requirements, BCDC shall permanently deduct ten thousand dollars (\$10,000) from the final payment, or the full payment if less than ten thousand dollars (\$10,000).

2) Small Business Preferences

- a) Current law encourages state departments to first consider a Small Business Enterprise (Small)/ Micro-business Enterprise (Micro) for contracting opportunities. BCDC is committed to supporting Small/Micro business participation in state contracting and seeks to use certified Small/Micro businesses whenever possible. A Small/Micro business enterprise is defined as a business certified by the Office of Small Business and DVBE Services (OSDS) in which:
 - I) The principal office is located in California
 - II) The officers are domiciled in California
 - III) The business is independently owned and operated
 - IV) The business, with any affiliates, is not dominant in its field of operation and:
 - (a) For Small Business, either:
 - (i) The business, together with any affiliates, has 100 or fewer employees and averaged annual gross receipts of \$15,000,000 or less over the previous three years, or
 - (ii) The business is a manufacturer with 100 or fewer employees.
 - (b) For Micro Business, either:
 - (i) The business, together with any affiliates, has 25 or fewer employees and averaged annual gross receipts of \$5,000,000 or less over the previous three years, or
 - (ii) The business is a manufacturer with 25 or fewer employees.
- b) Section 14835, et seq., of the California Government Code requires that a five percent (5%) preference be given to bidders who qualify as a Small/Micro business enterprise. The rules and regulations of this law are contained in Title 2, California Code of Regulations Section 1896, et seq. A copy of the regulation is available upon request.
- c) To claim the Small/Micro business preference, which may not exceed \$50,000 for any bid, Bidder's firm must have a completed application (including proof of annual receipts) on file with the DGS, Procurement Division, OSDS, by 5:00 p.m. on the date bids are opened, and receipt verified by such office. Therefore, if Bidder is a Small/Micro business, but is not certified, it is to Bidder's advantage to become certified. For certification and preference approval process information, contact the OSDS by telephone at (916) 375-4940 or access the OSDS Internet website at <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program>
- d) If upon verification of Bidder's Small/Micro business status it is determined Bidder is not a certified Small/Micro business enterprise, Bidder's business shall be classified as a large business which shall preclude Bidder's bid from receiving the five percent (5%) Small/Micro business preference.
- e) Pursuant to Title 2, California Code of Regulations Section 1896, et seq., and Government Code Section 14838, et seq., a bid preference of five percent (5%) is available to a responsive non-small business claiming no less than twenty-five percent (25%) Small/Micro business subcontractor participation with one or more Small/Micro businesses. This preference is considered only if the tentative low bidder is not a certified Small/Micro business. In granting the Non-Small Business Subcontractor (NSBS) preference, no bid price shall be reduced by more than \$50,000. This preference cost adjustment is for computation purposes only and does not alter the actual cost offered by Bidder. To be eligible for the NSBS preference, the business must complete the following forms:
 - I) Non-Small Business Subcontractor Preference Request
 - II) Small Business Subcontractor/Supplier Acknowledgement

- f) Pursuant to Military and Veteran Code Section 999.50 et seq., Nonprofit Veteran Service Agencies (NVSAs) claiming Small/Micro business preference and verified as such in the relevant category or business type, shall be granted a preference of five percent (5%) of the lowest responsive bid, if the lowest responsive bid is submitted by a bidder not certified as a Small/Micro business. In granting Small/Micro business preference to NVSAs, no bid shall be reduced by more than \$50,000. The preference cost adjustment is for computation purposes only and does not alter the actual cost offered by Bidder. To be eligible for the NVSA Small/Micro business preference, the business concern must:
 - I) Request preference at the time of bid submission; and
 - II) Have a completed application on file with DGS, OSDS by 5:00 p.m. on the date bids are due.

F) REQUIRED DISCLOSURES

1) Commercially Useful Function

If Bidder is a California certified small business in accordance with Government Code Sections 14837(d)(1)(2), Bidder must address specific aspects of the legislation that requires certified small businesses to perform a commercially useful function as defined in Government Code Sections 14837(d)(4)(A)(B). A Commercially Useful Function Certification (CUF) form is attached to this solicitation.

2) Darfur Contracting Act

Effective January 1, 2009, contracts for Non-Information Technology (Non-IT) goods or services must address the requirements of the Act. The Act was passed to preclude State agencies generally from contracting with "SCRUTINIZED" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in PCC Section 10475.

A SCRUTINIZED company is a company doing business in Sudan as defined in PCC Section 10476. SCRUTINIZED companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for Non-IT goods or services (PCC Section 10477(a)). PCC Section 10478(a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a SCRUTINIZED company in order to submit a bid or proposal to a State agency. A SCRUTINIZED company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the DGS according to the criteria set forth in PCC Section 10477(b).

3) California Civil Rights Laws Certification

Per PCC Sections 2010, prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$100,000 or more, a vendor must certify compliance with California Civil Rights Laws and Employer Discriminatory Policies. (CC Section 51 – Unruh Civil Rights Act; GC 12960 – Fair Employment and Housing Act)

4) Contractor Certification Clauses

The Contractor Certification Clauses (CCC) may be downloaded from the Internet at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. An original, signed copy of page 1 must be submitted with the bid. Failure to submit a signed CCC shall delay approval of this Agreement.

5) Economic Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This paragraph serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

G) REQUIRED ATTACHMENTS

All required documents are listed on Attachment 1, Bidder's Checklist, and must be included when submitting a bid.