



REQUEST FOR PROPOSAL

NOTICE TO PROSPECTIVE BIDDERS

You are invited to review and respond to the attached Request for Qualification (RFQ) entitled **Architectural and Engineering Services RFQ No. 29GS0023**. In submission of your proposal you must comply with the following instructions:

The proposal delivery addresses for: **Architectural and Engineering Services RFQ No. 29GS0023**

U. S. Postal Service Deliveries

Attention: Raul Gutierrez
Department of Veterans Affairs
Office of Procurement and Contracts
1227 "O" Street, 1st Floor, Room 100
Sacramento, CA 95814

Hand Deliveries

(UPS, Express Mail, Federal Express)
Attention: Raul Gutierrez
Department of Veterans Affairs
Office of Procurement and Contracts
1227 "O" Street, 1st Floor, Room 100
Sacramento, CA 95814

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

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

Proposals are to be submitted in a sealed envelope. The Bidder shall enclose in the envelope **one (1) original Master paper copy; Two (2) paper copies**. Due to limited storage space, the proposal package should be prepared with the least expensive method (i.e., cover page with staple in upper left-hand corner, no fancy bindings). The original proposal should be marked "**original Master copy**" and have original signatures on the "Attachment I, Bid/Bidder Certification Sheet". The envelope must be plainly marked with your:

Company Name
Company Address
RFQ Title –Architectural and Engineering Services
RFQ Log Number – 29GS0023
Bid Proposal – Do Not Open

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

Notice to Prospective Bidders

Sealed proposals will be received at the above address until **3:00 p.m.**, Pacific Daylight Time on **September 30, 2009**. Proposals and modifications received after this date and time will not be considered.

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

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

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

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

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

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

Request for Proposal

Architectural & Engineering Services RFQ – 29GS0023

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

REQUIRED ATTACHMENT

Check List

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

☒ Attachment A – Bid/Bidder Certification Sheet Page 14

☒ Attachment D Bidders Reference Sheet Page 19

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NOTICE TO RESPONDENTS

California Department of Veterans Affairs requests submittal of qualifications from architectural firms to provide design services for the addition of 1200 columbaria niches for the Northern California Veterans Cemetery.

GENERAL INFORMATION**A. OBJECTIVE:**

The Department of Veterans Affairs (CDVA) is pursuing professional architectural and engineering design services for the addition of 1200 columbarium niches at the Northern California Veterans Cemetery located in IGO, California.

B. APPROXIMATE TIMELINE:

- Deadline for Submission: September 30, 2009
- Question deadline September 21, 2009
- Question answered September 24, 2009
- RFQ review: October 5 , 2009
- Selection Interviews: October 7, 2009
- Selected Firm Notified: October 12 2009
- Final Date to protest October 19, 2009
- Site Visit with successful proposer: To be Determined
- Completion of Preliminary Plans at 120 days after Notice To Proceed
- Completion of Bid Documents at 245 days after Notice To Proceed

C. For questions regarding this Request for Proposal or the ensuing Agreement, contact: Raul Gutierrez, Contract Analyst, California Department of Veterans Affairs, Office of Procurement and Contracts, (Ph) (916) 653-0584, (Fax) (916) 651-9089.

PROJECT INFORMATION

Project Name: Northern California Veterans Cemetery Columbaria Expansion Project

RFQ Number: 29GS0023

Location: Northern California Veterans Cemetery

11800 Gas Point Road.

Igo, Ca 96047

Project Budget: \$ 25,000

SCOPE OF SERVICE

The Department of Veterans Affairs (CDVA) requires architectural/engineering services with a firm having extensive experience in cemetery design. Project comprises design of an additional of 1,200 columbaria niches to match existing columbaria. A comprehensive set of design/bid documents including but not limited to civil, landscape, architectural, structural and electrical disciplines shall be developed as necessary to bid and construct the project in entirety.

Contractor shall provide Preliminary Plans, completed 100% Working Drawings, and also provide construction administration services throughout term of construction project. These services include but are not limited to pre-construction services, submittal review, site visits, and projected coordination meetings as necessary, project quality review, and

project close out. Contractor shall coordinate design review and approvals by Department of State Architect (DSA) and State Fire Marshall.

- Contractor shall produce documents that adequately define and describe the size, character, and location of the cemetery, components, finishes, satisfy program requirements, and all work shall be in accordance with all applicable local, state, and federal codes, regulations and design standards.
- Meet with applicable CDVA Engineering, Operations, and/or Maintenance staff as required to discuss operational considerations, staff requirements, system preferences, prioritization of the project scope, and to coordinate the engineering design of the project.
- Contractor shall be available throughout the construction process to respond to questions and to assist with construction administration.
- The successful Plan/Drawing Contractor will be required to enter into a contract directly with CDVA and to work cooperatively with CDVA and other project team members to successfully perform the professional services requested and complete the full scope of the project within budget and on schedule.
- Architect shall field verify existing conditions and dimensions on Cemetery property. The contractor shall provide all items required for the completion of the operating system and install all incidentals reasonably inferable from the contract documents that are required for to complete the project. This may include but not necessarily be limited to electrical, water, and irrigation.

DELIVERABLES

- Schematic drawings at 45 days after Notice To Proceed
- Preliminary plans at 120 days after Notice To Proceed
- 95% Working drawings at 200 days after Notice To Proceed
- Bid set drawings at 245 days after Notice To Proceed
- Specifications at 245 days after Notice To Proceed
- Construction estimate at 245 days after Notice To Proceed

COMMUNICATION

A. RESTRICTIONS ON COMMUNICATION

1. Respondents or their representatives are prohibited from communicating with any CDVA officials, which includes their staffs, regarding the Request for Proposals/Request for Qualifications (RFQ/RFQ) from the deadline of submission (September 30, 2009) until it has been acted/awarded (October 5, 2009) upon by CDVA, except for TECHNICAL QUESTIONS. This includes "thank you" letters, phone calls, emails, and any contact that results in the direct or indirect discussion of the RFQ/RFQ and/or proposal submitted by Respondents. Violation of this provision by the Respondent and/or their agent may lead to disqualification of the Respondent's proposal from consideration.

B. TECHNICAL QUESTIONS

1. All questions regarding this RFQ must be submitted in writing before the question deadline date of **September 21, 2009**
2. Respondents may submit questions concerning this RFQ, in writing only, to the CDVA Contact Person. For administrative questions, you can contact Raul Gutierrez at raul.gutierrez@cdva.ca.gov Verbal questions are not permitted. It is recommended that all requests must be sent via electronic e-mail with specific questions. No inquiries/questions regarding RFQ will be answered if received after the question date. Communication is not permitted with CDVA Contact Person(s) after the deadline for submission.
3. CDVA reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such is deemed desirable by CDVA.

BASIC CRITERIA FOR THE PROJECT:

- A. Interested firms must have completed at least one similar project in the past 3 years. References for the project(s) should be included in the RFQ/RFQ submission.
- B. List any technical panel(s) that team members may have been appointed to or any research work that demonstrates the team's proficiency in executing the project scope.
- C. List any technical presentations or publications that demonstrate a thorough familiarity with the project scope.
- D. The selected consultant will perform the Preliminary Plans and complete 100% working drawings phase for the project.
- E. The firm's project manager shall have an Architectural license to do business in the State of California.

EVALUATION PROCESS

All responses received will be evaluated according to a process. This includes a Technical Evaluation Committee that will select, review, evaluate, and rank at least three proposals according to their competency and experience based on the responses to the criteria listed below. Those firms deemed most qualified by the Technical Evaluation Committee will be forwarded to a Selection Committee for final selection and recommendation for the award. The Selection Committee may select the best qualified firm for the project according to Section 804, Title 12-California Code of Regulations. The successful firm will be notified on or about October 12, 2009.

Evaluation criteria are based on the following:

- Understanding of the requirement
- Commitment to quality
- Key personnel (qualifications and experience)
- Resources and facilities
- Similar prior experience

- Past performance, particularly with CDVA contracts
- Management ability
- Professional excellence
- Demonstrated competence
- Specialized experience of the firm
- License
- Staff capability
- Workload
- Ability to meet schedules
- Nature and quality of completed work
- Reliability
- Continuity of the firm
- Location of the firm

SUBMISSION OF RESPONSES

- A. Submission of Original Proposals – and Two (2) copies to: California Department of Veterans Affairs. Proposals must be received by the end of business day at 3:00 pm on September 30, 2009.
- B. Responses submitted via any form of electronic transmission, such as electronic mail, facsimile, fax or in any other forms will not be considered.
- C. If the submittal of this RFQ is by any means other than personal delivery, then it is the Respondent's sole responsibility to ensure the submittals are delivered to the exact location by specific time.
- D. Responses should be clear, concise, and complete. They should be submitted using an 8 ½" by 11" portrait format. Illustrations, if required, may be submitted on 11" by 17" sheets.
- E. Responses may be bound by any means **except** paper/binder clips.
- F. By submission of a response, the Respondent acknowledges that it has read and thoroughly understands the Scope of Service, agrees to all terms and conditions stated herein, and acknowledges that it can perform all tasks, as required.

RESPONSE FORMAT

- A. The response shall be organized / included as follows:
 - 1. Cover Letter
 - I. Submit a cover letter, prepared on the letterhead of the lead Respondent, which summarizes the relevant characteristics that distinguish the Respondent in its ability to work with CDVA on this project.
 - II. The cover letter should identify each team member and his or her role.
 - III. The cover letter should identify a principal contact person authorized to commit the respondent to a contractual agreement. In addition to providing the name of a principal contact person, the address, telephone number, facsimile number, and email address of said individual shall be provided.

- IV. If submitting a joint proposal, the above information is requested for all entities and individuals involved.
 - V. The cover letter should contain a description of the relationship between the lead Respondent, subsidiaries, professional advisors, and other members of the professional consulting team.
2. Project Team and Resumes, including organizational chart
 - I. Provide an organizational chart and a resume on the capabilities, experience, qualifications of each team member. Resumes shall include, but is not limited to, the team project manager and member's name, title, education, brief overview of professional experience, and licenses or professional affiliations.
 - II. Provide a summary of not more than one (1) page detailing the unique qualifications of each sub-consultant.
 3. Team Experience including a summary of at least 3 projects in the last 5 years that are similar in nature.
 - I. Provide a list of at least 3 current and/or previous projects in the last five (5) years, in which the Respondent has performed services similar to those sought in this solicitation.
 - Name of Client
 - Location (City and State)
 - Duration of assignment
 - Respondent's role in project
 4. Project Approach
 - I. Provide a plan describing the team's approach on this project (as described in the Scope of Services) to maximize efficiencies in procedures in order for CDVA to meet its goal of completing the expansion of columbarium in Northern California Veterans Cemetery in Igo, CA.

INSURANCE REQUIREMENTS

Upon contract award, contractor must furnish to the State an original certificate(s) of insurance stating that the contractor has the following types of coverage:

A. Commercial General Liability:

Combined Single Limit (CSL) for no less than \$1,000,000 per occurrence for bodily injury and property damage. The policy must include coverage for liabilities arising out of premises, operations, independent contractors, products/completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the contractor's limit of liability.

B. Automobile Liability:

Limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of an automobile including owned, hired, and non-owned autos.

C. Professional Liability:

Covering any damages caused by an error, omission, or any negligent acts. Limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

D. The certificate(s) of insurance:

It shall be on an ACORD form, or equivalent, and must show "occurrence" coverage. The certificates of insurance must also contain all of the following provisions:

- I. Name and address of the insurance company, policy number, and beginning and ending dates of the policy.
- II. Statement that the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.
- III. Statement that the State of California, its officers, agents, employees, and servants are included as additional insured on the policy, but only insofar as the operations under this contract.

E. Workers' Compensation:

Contractor shall maintain workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Contractor shall furnish a certificate for Workers' Compensation issued by an insurance carrier licensed to write Workers' Compensation insurance in the State of California, including the name of the carrier and the date of expiration of insurance, or a Certificate of Consent to Self Insure issued by the Department of Industrial Relations.

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

- G. Contractor shall notify the State within five (5) days if any insurance coverage identified in the contract is altered in any way.

RESERVATION OF RIGHTS

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

Contract Award

- A If awarded, the contract will be awarded to the Bidder meeting all the qualifications and requirements set forth herein, and receiving the highest combined scores for the RFQ..
- B The final contract shall include a provision that it is subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the agreement as per Government Code Section 8546.7
- C The final contract shall include a provision that Contractor agrees to indemnify, defend and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, and any other person, firm or corporation furnishing or supplying work services in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
- D The final contract shall include a provision that the Contractor, and the agents and employees of Contractor, in the performance of the agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
- E Contractor agrees that CDVA or its delegate will have the right to review, obtain, and copy all records pertaining to performance of the contract. Contractor or vendor agrees to provide the awarding department or its delegate with any relevant information requested and shall permit CDVA or its delegate access to its premises, upon

reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Section 10115 et seq. and Title 2, California Code of Regulations, Section 1896.60 et seq. Contractor or vendor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

F. The State reserves the right to terminate the agreement, pro-rata, subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided in the agreement. However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor. If the contract is terminated or not renewed for any reason, CDVA shall have a continuing right to have access to all files maintained by Contractor pertinent in any way to the CDVA's account. Contractor shall fully cooperate and, at the state's request, shall provide photocopies of any or all pertinent files or other documents, including but not limited to, policies audits, claim and accounting information and applications for existing policies.

GENERAL CONDITIONS

A. CDVA reserves the right to accept or reject a proposal, or modify or withdraw, in part or in its entirety, this RFQ. Changes will be announced by addenda and copies will be furnished to all prospective Bidders via a posting on the CA State Contracts Register. See <http://www.bidsync.com>

B. Financial materials submitted in response to this RFQ (including all documents relating to the RFQ) will become the property of CDVA and may at any time subsequent to the opening of the proposed cost sections be reviewed by any person. Financial material will be returned at the Bidder's option. At a minimum, one original copy of the submission shall be retained for CDVA's official files. Audited financial statements of a privately held company will be returned to the Bidder at the Bidder's request, only after they have been reviewed by the CDVA evaluation committee.

C. CDVA is not limited in its right to use or disclose any material contained in the proposal if it is obtainable from another source or from the Bidder. After award of the contract, all information in the proposals becomes public record, available upon request, except for the audited financial statements for privately held Bidders, which will be returned upon request.

D. Only one proposal from an individual, firm, partnership, corporation, or combination thereof, will be considered. Reasonable ground for believing a Bidder has submitted multiple proposals under more than one name will be cause for rejection of all proposals in which the Bidder is interested.

E. Written or oral proposal evaluation debriefings will not be given to unsuccessful Bidders. However, all submissions and all evaluation and scoring sheets that are retained as a permanent state record shall be made available for public inspection.

PROTEST PROCEDURES

- A. If, prior to the award, any Bidder files a protest with the awarding agency and the Department of General Services (DGS) against the awarding of the agreement, the agreement shall not be awarded until either the protest has been withdrawn or DGS has decided the matter.
- B. A protest must be received at the Agency address stated in the "Notice to Prospective Bidders" not later than the date shown in on the RFQ Time Schedule, page 6.
- C. Within five (5) days after filing the initial protest, the protesting Bidder shall file with DGS and the awarding agency a full and complete written statement specifying the grounds for the protest.
- D. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, West Sacramento, CA 95605. A copy of the written protest must be mailed to the Department of Veterans Affairs, Contract Management, 1227 O Street, Room 100, Sacramento, CA 95814. It is suggested that Certified or Registered mail be used to submit the protest.
- E. A protest shall be limited to the following grounds:
- F. Agency failed to apply correctly the standards for reviewing the format requirements or evaluating the proposals as specified in the RFQ.
- G. Agency used the evaluation and selection procedures specified in the RFQ, but is proposing to award the Agreement to a Bidder other than the highest total score - responsive responsible Bidder.
- H. Agency failed to follow the methods for evaluating and scoring the proposals specified in the RFQ. (Public Contracts Code, Sections 10341 - 10345).

ATTACHMENT A
BID/BIDDER CERTIFICATION SHEET
TITLE: ARCHITECTURAL & ENGINEERING SERVICES, RFQ NO. 29GS0023

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

- A. All Attachments follow behind this Bid/Bidder Certification Sheet.
- B. Your signature affixed hereon and dated certifies that you have complied with all the requirements of this bid document. Your signature authorizes the verification of this certification.
- C. I have read and understand the DVBE Participation Requirements and have included in my bid the documentation necessary to demonstrate that I have met the participation goals

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

(1) _____ 2) _____ 2a) _____
 Company Name Telephone No. FAX No.

(3) _____
 Address

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

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

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

(12) _____ (13) _____
 Bidder's Name (Print) Title

(14) _____ (15) _____
 Bidder's Signature Date

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

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

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

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

(SEE ATTACHED EXPLANATION ON BID/BIDDER CERTIFICATION SHEET)

EXPLANATION OF ITEMS ON “BID/BIDDER” SHEET

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

 A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
- 5 Must be completed if you are a partnership or joint venture.

 A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. This association must be between two or more persons to carry on, as co-owners, a business for profit.
- 6 Must be completed if you are a corporation.

 A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
- 7 To be used for company identification and verification of tax compliance.
- 8 To be used for checking if corporation is in good standing with the State of California.
- 9 To be used for verification of Contractor’s license for public works Agreements.
- 10 To be used for verification of PUC license for public works Agreements.
- 12 Complete, if applicable, by indicating the type of license and/or certification for services described.
- 14 See definitions of a Small Business Enterprise and Disabled Veteran Business Enterprise.

ATTACHMENT B PROPOSAL POINT SCORE VALUE

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

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

Total Available Points: /100

Attachment C
PROPOSAL EVALUATION CRITERIA AND SCORING

Evaluation Criteria	Available Pts.	Earned Pts	Comments
Firm Qualifications			
* Length of Time in business. * Licenses * Permits * Insurance	25		
	10		
Firm References * 3 projects for the last 5 yrs. * Number of employees	10		
Management Ability * Project manager experience * Team member experience * Deadline * Within the budget	15		
Past experience * Years of experience * Project complexity * Projects familiarity or relation to the objective/ scope of work	25		
Project approach * Project plan or schedule (Step by step)	10		
Confidence in the ability to perform * Overall Presentation	5		

ATTACHMENT D
 Bidder's Company Name:

BIDDER REFERENCES

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

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

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

DEFINITIONS

SMALL BUSINESS ENTERPRISE

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

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

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

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

HOW THE FIVE PERCENT PREFERENCE WORKS

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

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

DVBE participation requirements are being waived for this contract.

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

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

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

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this Agreement is: _____ through _____

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.

Exhibit A – Scope of Work

XX pages

Exhibit B – Budget Detail and Payment Provisions

XX pages

Exhibit C* – General Terms and Conditions

Check mark one item below as Exhibit D:

☐

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

XX pages

☐

Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions

XX pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR

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

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

California Department of General Services
Use Only

☐ Exempt per:

EXHIBIT A

SCOPE OF WORK

(THIS IS PROVIDED BY THE CONTRATOR/BIDDER)

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

Department of Veterans Affairs

Name:

Phone:

Fax:

Direct all agreement inquiries to:

Department of Veterans Affairs

Contract Management Unit

Attention: Raul Gutierrez
1227 "O" Street, Room 100
Sacramento, CA 95814

Phone: (916) 653-0584

Fax: (916) 653-9089

Contractor's Name

Name:

Phone:

Fax:

Contractor's Name

Name:

Address:

Phone:

Fax:

EXHIBIT B**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. The amount payable under this Agreement shall not exceed \$_____.
2. In consideration of performance and completion of the work in a satisfactory manner and upon receipt of the Contractor's itemized invoices, monthly, in arrears, the State agrees to pay the Contractor.
3. Invoices must include the Agreement Number (), dates of service, itemized detail in accordance with cost proposal (Attachment II), and total amount of charges. Invoices, which do not contain this information, may be returned without payment. All invoices shall be submitted in triplicate to the following address:

California Department of Veterans Affairs
Home Protection and Insurance Unit, Room 218
P.O. Box 942895
Sacramento, CA 94295-0001

4. Budget Contingency Clause: 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.
5. 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.
6. 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).
7. Contractor shall submit itemized invoices for payment no later than sixty (60) days from the date of services.

EXHIBIT C**GENERAL TERMS AND CONDITIONS**

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

www.documents.dgs.ca.gov/ols/GTC-307.doc

EXHIBIT D**SPECIAL TERMS AND CONDITIONS**

1. **EXCISE TAX:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales or use tax imposed by another state.
2. **RESOLUTION OF DISPUTES:** The Contractor may dispute and appeal a decision or action by the State arising out of the Interpretation or administration of this Contract. A written dispute notice shall be submitted to the Contract Manager within thirty (30) calendar days from the date the Contractor receives notice of the decision or action in dispute.
 - a. The Contractor's dispute notice shall state, on the basis of the most accurate information then available to the Contractor, the following:
 - 1) That it is a dispute pursuant to this Section.
 - 2) The date, nature and circumstances of the conduct, which is the subject of dispute.
 - 3) The names, telephone numbers, function, and activity of each contractor, subcontractor, State official, or employee involved in or knowledgeable about the conduct.
 - 4) The identification of any documents and the substance of any oral communications involved in the conduct. Copies of all identified documents shall be attached.
 - 5) The reason why the Contractor is disputing the conduct.
 - 6) The cost impact to the Contractor directly attributable to the alleged conduct, if any.
 - 7) The Contractor's desired remedy.
 - b. The State and the Contractor agree to try to resolve all contractual issues by negotiation and mutual agreement at the Contract Manager level. The parties recognize that the implementation of this policy depends on open-mindedness, and the need for both sides to present adequate supporting information on matters in question. The Contract Manager, in a written decision stating the factual basis for the decision, will decide any disputes concerning performance of this Contract. Before issuance of the Contract Manager's decision, informal discussions between the parties by the individuals who have not participated substantially in the matter in dispute will be considered by the parties in efforts to reach mutual agreement.
 - c. The Contract Manager will render a decision or request additional substantiating documentation from the Contractor within thirty (30) days of receipt of the Contractor's appeal. A copy of the decision will be provided to the Contractor. The decision shall be final and conclusive unless, within thirty (30) days from the date of the decision, the Contractor files a written appeal addressed to the Undersecretary, California Department of Veterans Affairs.

EXHIBIT D (Continued)

d. The Undersecretary's decision shall be final and conclusive unless the decision is arbitrary, capricious, grossly erroneous or if any determination of fact is unsupported by substantiating evidence. The Undersecretary's decision will be in writing and may encompass facts, interpretations of the Contract, and determination or application of law. The Contractor may, prior to the Undersecretary's decision, present oral or documentary evidence, and arguments in support of the Contractor's appeal. The decision will either:

- 1) Find in favor of the Contractor, in which case the Undersecretary may:
 - a) Countermand the earlier conduct which caused the Contractor to file a dispute; or
 - b) Reaffirm the conduct and, if there is a cost impact sufficient to constitute a change in obligations pursuant to the payment provisions, direct the State to comply with that Section.
- 2) Deny the Contractor's dispute and, where necessary, direct the manner of future performance; or
- 3) Request additional substantiating documentation in the event the information in the Contractor's dispute or appeal is inadequate to permit a decision to be made, under paragraphs (a) or (b) above, and will advise the Contractor as to what additional information is required, and establish how that information will be furnished. The Contractor shall have thirty (30) days to respond to the Undersecretary's request for further information. Upon receipt of this additional requested information, the Undersecretary will have thirty (30) days to respond with a decision. Failure to supply additional information required by the Undersecretary within the time period specified above, shall constitute waiver by the Contractor of all claims.
- 4) Attorney's fees and costs for any dispute or subsequent trial shall be borne by the respective parties. Trial by jury is waived by both parties, and any trial in superior or municipal court shall be by a judge alone. Any litigation arising out of this Contract shall be conducted in a California Court pursuant to California law.
- 5) Contractor shall continue with the responsibilities under this Contract during any dispute.

3. **EVALUATION OF 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 the 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. **AGENCY LIABILITY:** The Contractor warrants by execution of this agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability,

paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

EXHIBIT D (Continued)

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

The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

6. INSURANCE REQUIREMENTS

- a. Upon contract award, contractor must furnish to the State an original certificate(s) of insurance stating that the Contractor has the following types of coverage:

- 1) Commercial General Liability: Combined Single Limit (CSL) for no less than \$1,000,000.00 per occurrence for bodily injury and property damage. The policy must include coverage for liabilities arising out of premises, operations, independent contractors, products/completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the contractor's limit of liability.
- 2) Automobile Liability: Limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of an automobile including owned, hired, and non-owned autos.
- 3) Professional Liability: Covering any damages caused by an error, omission or any negligent acts. Liability limits should not be for less than \$1,000,000 per occurrence and \$10,000,000 aggregate.

- b. The certificate(s) of insurance shall be on an ACORD form, or equivalent, and must show "occurrence" coverage. The certification of insurance must also contain all of the following provisions:

- 1) Name and address of the insurance company, policy number, and beginning and ending dates of the policy.
- 2) Statement that the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.
- 3) Statement that the State of California, its officers, agents, employees, and servants are included as additional insured on the policy, but only insofar as the operations under this contract. (This applies to the Commercial General Liability and the Automobile Liability Insurance, only).

- c. Workers' Compensation: Contractor shall maintain workers' compensation and employer's liability coverage for all its employees and who will be engaged in the performance of the contract, including special coverage extensions where applicable. Contractor shall furnish a

certificate for Workers' Compensation issued by an insurance carrier licensed to write Workers' Compensation insurance in the State of California, including the name of the carrier and the date of expiration of insurance, or a Certificate of Consent to Self Insure issued by the Department of Industrial Relations.

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

2. CONFLICT OF INTEREST

- a. A firm will not be awarded a contract if the financial interests are held by a current officer or employee of the state. Additionally, a contract will not be awarded to an officer or employee of the state as an independent contractor to provide goods and service. Likewise, the contracting agency officials and employees shall also avoid actions resulting in or creating an appearance of:
 - 1) Using an official position for private gain;
 - 2) Giving preferential treatment to any particular person;
 - 3) Losing independence or impartiality;
 - 4) Making a decision outside official channels; and,
 - 5) Affecting adversely the confidence of the public or local officials in the integrity of the program.
- b. Former State employees will not be awarded a contract for 2 years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for 1 year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the 12-month period to his or her separation from state service.

3. RIGHT TO TERMINATE

- a. The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.
- b. However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

- c. This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

4. FORCE MAJEURE

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

5. FORCED, CONVICT, AND INDENTURED LABOR

"No foreign-made equipment, materials or supplies furnished to the state pursuant to this contract may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to the State or accepting a purchase order, the Contractor agrees to comply with this provision of the contract."

6. LICENSES AND PERMITS

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this contract.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary, however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the California Department of Veterans Affairs a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that state.

In the event, any license(s) and/or permit(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

7. DRUG-FREE WORKPLACE CERTIFICATION

By signing this contract, the contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that the contractor or grantee will comply with the requirements of the Drug-Free Workplace Act of 8000 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's organization's policy of maintaining a drug-free workplace;

- 3) Any available counseling, rehabilitation, and employee assistance programs; and
- 4) Penalties that may be imposed upon employees for drug abuse violations.

c. Provide that every employee who works on the contract will:

- 1) Receive a copy of the company's drug-free policy statement; and,
- 2) Agree to abide by the terms of the company's statement as a condition of employment on the Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract, or both, and Contractor may be ineligible for award of any future State contracts if the State determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (GC 8350 et. Seq.)

8. CONTRACT MANAGER

- a. The Contract Manager is responsible for the State's management of the contract, but is not authorized by the State to make any commitments or changes, which affect the contract price, terms, or conditions. The Contract Manager shall monitor the Contractor's performance and compliance with the completion of the provisions of the contract. Monitoring will include a review of the work performed, documentation of deficiencies, immediate notification to the Contractor of documented deficiencies, and cooperative working Contractor for immediate and appropriate correction of documented deficiencies.
- b. The Contract Manager will review, approve and/or deny the Contractor's itemized invoices. Approved invoices shall be signed, dated, a file copy made and sent to CDVA-Accounting for payment. Denied invoices shall be signed, dated, a copy sent to CDVA-Accounting, a file copy made and returned to the Contractor. Denied invoices shall include a statement explaining the reason(s) for the denial of payment.
- c. The Contract Manager will maintain a log and record expenditure of the contract funds. The log will include the contractor's name, contract number, contract encumbrance, invoice number, date of invoice, date of service(s), item(s)/service(s) purchases, amount of invoice, invoice approved, invoice denied, and balance of contract encumbrance.

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

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

