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DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES

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EDMUND G. BROWN JR.
GOVERNOR

January 7, 2016

**Develop and Implement Statewide Creative
Digital Marketing/Social Media Strategies and Awareness to Recruit
Foster and Adoptive Parents
REQUEST FOR PROPOSAL (RFP) 15-RFP-00336**

You are invited to review and respond to this Request for Proposal (RFP), entitled RFP 15-RFP-00336, Develop and Implement Statewide Creative Digital Marketing/Social Media Strategies and Awareness to Recruit Foster and Adoptive Parents. In submitting your proposal, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>. If you do not have Internet access, a copy can be provided by contacting the person listed below.

Public Contract Code Section 10115 et seq. establishes a contract participation goal of at least three percent (3%) for Disabled Veteran Business Enterprise (DVBE). This goal applies to a state agency's overall contracting program. **THE DEPARTMENT ELECTS TO WAIVE THE DVBE PROGRAM REQUIREMENT IN THIS SOLICITATION, BUT OPTS TO INCLUDE THE DVBE INCENTIVE.**

If you have questions or should you need any clarifying information, the contact person for this RFP is:

Rhoda Jones, Contracts Analyst
California Department of Social Services
Contracts and Purchasing Bureau
Telephone: (916) 654-0723
Email: Rhoda.Jones@dss.ca.gov
Fax: (916) 657-2362

The RFP due date is January 25, 2016 at 2:00 p.m. Questions concerning the RFP must be received no later than **January 13, 2016 at 10:00 a.m.** in accordance with Section E, Item 1, Key Action Dates. Proposers may contact **only** the individual identified above and are specifically directed not to contact other personnel for meetings, conferences or technical discussions related to this RFP. Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Sincerely,

Marissa Enos, Contracts Manager
Contracts and Purchasing Bureau

Enclosure

Table of Contents

| | Page |
|---|------|
| A. Background and Purpose..... | 3 |
| B. Scope of Work | 3 |
| C. Minimum Qualifications for Proposers | 3 |
| D. Subcontractors..... | 4 |
| E. Proposal Requirements and Information | 4 |
| 1. Key Action Dates..... | 4 |
| 2. Contract Term | 4 |
| 3. Funding | 4 |
| 4. Proposer Questions..... | 5 |
| 5. Proposal Format..... | 5 |
| 6. Proposal Content..... | 6 |
| 7. Submission of Proposal..... | 11 |
| 8. Evaluation Process..... | 13 |
| 9. Award and Protest..... | 15 |
| 10. Disposition of Proposals | 15 |
| 11. Agreement Execution and Performance | 15 |
| F. Preference and Incentive Programs | 16 |
| 1. Small business Enterprise (SBE)..... | 16 |
| 2. Disabled Veteran Business Enterprise (DVBE) Participation Program Requirements..... | 17 |
| G. Tax Delinquencies Contract Ban | 17 |
| H. Insurance Requirements | 18 |
| I. General Provisions Applying to All Insurance Policies..... | 19 |
| J. Attachments and Exhibits | |
| Attachment 1: Required Attachment Check List | |
| Attachment 2: Proposal/Proposer Certification Sheet | |
| Attachment 3: Proposer References | |
| Attachment 3.1: Subcontractor References (if applicable) | |
| Attachment 4: Cost Proposal Worksheet | |
| Attachment 5: Proposal Cover Letter and Statement of Intent to Meet RFP Requirements | |
| Attachment 6: Bidder Declaration, GSPD-05-105 | |
| Attachment 7: Disabled Veteran Business Enterprise (DVBE) Declarations, STD 843 | |
| Attachment 8: DVBE Subcontractor Agreement | |
| Attachment 9: Darfur Contracting Act Certification | |
| Attachment 10 Commercially Useful Function Questionnaire | |
| Exhibit 1: Sample Contract | |
| Exhibit 2: California Disabled Veteran Business Enterprise (DVBE) Bid Incentive Instructions | |

A. Background and Purpose

The passage of Assembly Bill 403 and the Continuum of Care Reform (CCR) underscores the need for children in foster care to reside in family-based homes. With the goal of building California's foster parent capacity and supporting the children and families served by child welfare agencies, creative and innovative caregiver recruitment methods will be paramount to the success of the Continuum of Care Reform efforts.

In collaboration with California Department of Social Services (CDSS), the Contractor will develop and implement a variety of creative digital marketing/social media outreach approaches to locate and drive action-oriented caregiver awareness and interest in becoming a foster parent. The Contractor will assist in the development and implementation of targeted caregiver outreach efforts, as well as provide technical assistance, and digital marketing expertise to support child welfare agencies throughout the state to increase access to and expand the number of potential foster or adoptive parents.

B. Scope of Work

See Exhibit A, entitled "Scope of Work" that is included in the Sample Contract, Exhibit 1.

C. Minimum Qualifications for Proposers

1. A proposer must be a public agency, private entity, or private non-profit corporation that focuses on digital media outreach and is capable of performing the services described in this RFP, including all attachments and exhibits.
2. Proposer must submit, with the proposal, a list of at least three business references that includes current and/or former paying clients for whom proposer has provided services similar to those required herein within the last five years. References will be contacted by the CDSS to validate the information provided by the proposer to determine the client's overall satisfaction with the services provided. Proposer is responsible for notifying their references that CDSS will contact them for reference and performance information. CDSS will contact references during normal business hours, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. If references cannot be reached, the proposal may be deemed non-responsive and rejected. If references obtained are not favorable, the CDSS may reject the proposal. Refer to **Attachment 3, Proposer References**.
3. The proposer must have a minimum of three (3) successful digital marketing/social media outreach campaigns similar to the size and scope as described in the RFP and Scope of Work within the last three years.
4. If awarded the contract, the proposer must maintain a California office location to conduct the work described in this RFP. All travel expenses shall be charged on the premise that travel commences from this office location.
5. All Corporations must be registered with the Secretary of State of California or registered and in good standing in another state and qualified to conduct business in the state of California in compliance with California Corporations Code Section 2105.

D. Subcontractors

1. Any subcontractor the vendor chooses to use in fulfilling the requirements of this solicitation must also meet all the requisites of this RFP, including the minimum qualifications and insurance requirements. Subcontractor may not perform more than 49% of the required services. If proposer proposes the use of a subcontractor, the bidder must also submit a list of references, **Attachment 3.1 – Subcontractor References**, on behalf of the subcontractor.
2. Proposer may not substitute any proposed subcontractor without advance written consent of the CDSS.

E. Proposal Requirements and Information

1. Key Action Dates

| <u>Event</u> | <u>Date</u> |
|---|--------------------------------|
| RFP Available to Prospective Proposers | January 7, 2016 |
| Written Question Submittal Deadline (Must submit questions in an email to Rhoda.Jones@dss.ca.gov) | January 13, 2016 at 10:00 A.M. |
| Final Date for Proposal Submission | January 25, 2016 at 2:00 p.m. |
| Notice of Intent to Award | February 22, 2016 |
| Proposed Award Date | May 1, 2016 |

2. Contract Term

The anticipated term of the resulting Contract is May 1, 2016 or upon approval by the Department of General Services, whichever is later, through April 30, 2018. The date of contract approval by the State, however, shall be the governing factor as to the date of commencement. Should performance commence before the contract is approved, such services may be considered voluntary. The State, at its discretion during the term of the contract, may add funds to complete the identified tasks at the original agreed upon service rates.

3. Funding

The maximum funding available for this contract is \$100,000.00. Proposer's cost to perform services cannot exceed the maximum funding available for this contract. The maximum funding available is broken down into the following State Fiscal Years:

2015/16 - \$TBD
2016/17 - \$TBD
2017/18 - \$TBD

4. Proposer Questions

All questions related to this RFP shall be submitted in an email by proposers to Rhoda.Jones@dss.ca.gov. To ensure a response and inclusion in the Questions and Answers (Q&A) document, questions must be received by the scheduled date in Section E, Item 1, Key Action Dates. Following the question submission deadline, the CDSS will summarize all general questions and issues raised and post the summary and response document to FISCAL CSCR (California State Contracts Register) as a document titled "Questions and Answers to 15-RFP-00336." Oral communications concerning this RFP shall not be binding on the State and shall in no way excuse the proposer of any obligations set forth in the RFP.

Proposers that fail to report a known or suspected problem with the RFP or fail to seek clarification and/or correction of the RFP shall submit a proposal at their own risk.

Include the following information in your inquiry:

- A description of the subject or issue in question or discrepancy found.
- RFP section, page number, or other information useful in identifying the specific problem or issue in question.
- Remedy sought, if any.

At its discretion, the CDSS reserves the right to contact a proposer to seek clarification of any inquiry received.

5. Proposal Format

- a. 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.
- b. Format the narrative portions of the proposal using one-inch margins at the top, bottom and both sides, a font size of not less than 11 points, on standard white paper, 8-1/2 inches by 11 inches in size, typed, double-spaced, with each page clearly and consecutively numbered. Include all elements not designated as attachments in the proposal narrative.
- c. The proposal package should be submitted in a binder with tabs separating each major section.
- d. Do not mark any portion of your proposal response as "Confidential" or "Proprietary." CDSS will disregard any such markings.
- e. A minimum of **1 original and 5 copies** of the proposal must be submitted.
- f. The original proposal must be marked 'ORIGINAL'. All other documents contained in the original proposal package must have original signatures and must be signed

by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.

6. Proposal Content

This section specifies the order and content of each proposal.

- a. Required Attachment Checklist (**Attachment 1**)
- b. Proposal/Proposer Certification Sheet (**Attachment 2**)
- c. Proposal Cover Letter and Statement of Intent to Meet RFP Requirements (**Attachment 5**)
- d. Table of Contents

A Table of Contents must be provided. It must identify all major sections of the proposal by page number. All exhibits and attachments must also be identified and referenced by page number.

- e. Body of Proposal

The following elements must be included in the proposal narrative. Address all required elements in the proposal narrative except for those elements designated as an attachment. Page limitations are noted for certain sections; pages in excess of the stated page limitations will not be read.

- (1) Background and Experience – A narrative description is required of the proposer's relevant background and experience. **This description should not exceed five typed, double-spaced pages in length with an 11-point font size. Pages in excess of five will not be read.** The following information should be included.

- (a) Statements, including factual examples, describing the extent of the proposer's knowledge of and familiarity with reaching out to targeted populations through creative digital marketing/social media outreach campaigns.
- (b) Statements describing the proposer's accomplishments in planning, managing and conducting comprehensive digital/social media campaigns. In describing prior experience, proposer must provide verifiable documentation of accomplishments. Documentation shall include but not be limited to at least three prior accomplishments. Documentation must include names, addresses and phone numbers for references.
- (c) Statements, including factual examples, describing the proposer's experience and accomplishments managing, and conducting comprehensive projects with administrative and/or large digital marketing/social media outreach methods and/or campaigns as well as provide links to live and active social media sites, i.e. Facebook, Twitter, etc. for review. Statements shall also describe the availability and accessibility of personnel and other resources.

- (2) Organizational structure and personnel resources – The content of this section should describe how the proposer proposes to organize the resources necessary to complete the analysis and evaluation required by this RFP. The content should demonstrate the proposer's ability to provide the services set forth in this RFP. **Do not exceed five typed, double-spaced pages with an 11-point font size. Pages in excess of five will not be read.** This section should include:
- (a) **Services and Activities:** Provide a description of the nature of the proposer's services and activities. Note when the proposer, if a business, was established, its brief history and its location. List the location(s) of the office(s) from which the primary work on this contract would be performed. The proposer must give evidence that it has at least one California office, or will establish and maintain at least one California office, and will provide service through this location.
 - (b) **Key Personnel:** Specify the key personnel who will manage or conduct the work. Identify the role each person will serve, their title, where the individual is headquartered and the percentage of the proposer's total effort that will be provided by the individual. "Key personnel" are defined as those people who will exercise a major management and/or administrative role on behalf of the proposer. "Key personnel" also include individuals who are responsible for completing or assisting with the completion of the deliverables described in Exhibit A, Scope of Work. Identify Key Project Contact person name, address, telephone number and email address. "Key personnel" does not include clerical staff.
 - (c) **Current resumes for key personnel:** Include resumes describing education, experience and expertise with pertinent information demonstrating qualifications for this RFP. **Do not exceed two typed, double-spaced pages with an 11-point font size per person.**
 - (d) Provide the names, addresses and telephone numbers of all contemplated subcontractors; clearly describe the services each would provide and the method used to secure their services. Include resumes of key staff for each subcontractor. **Do not exceed two typed pages with an 11-point font size per person.** The CDSS will consider the successful proposer to be the sole point of contact for the RFP. However, all subcontractors must conform to all requirements of this RFP and must be approved by CDSS, in writing, in advance. Entering into an agreement with the State pursuant to the proposal does not constitute written approval of proposed subcontractors. Should a subcontractor's participation include access, use or storage of personally identifiable information or protected health information, the subcontractor must meet the same requirements as the Contractor for access to the data described in the RFP.
 - (e) **Organization Chart:** The proposer must include an organization chart showing the hierarchy of key personnel. The chart must show the principal staff, creative media/public relations staff and key personnel of the proposer's organization and all subcontractors.

- (3) Methodology – This section of the proposal should contain, for each component, a detailed, clearly written explanation of the methods and tasks that the proposer will follow to perform the services required by this RFP. **This narrative for all components should not exceed 10 typed, double-spaced pages in length with an 11-point font size. Pages in excess of 10 will not be read.** The written explanation should include the following for each component.
- (a) Description of Methodology – Describe in detail the proposer’s methodology to implement statewide digital marketing/social media outreach that include strategies as required in this RFP.
 - (b) Limitations of the Suggested Methodology – Describe the limitations of the suggested methodology and the means the proposer recommends using to compensate for these limitations.
 - (c) Sampling Strategy – Describe the sampling strategies that the proposer suggests be followed in completing the digital marketing/social media outreach strategies as required by this RFP.
 - (d) Creative Work Samples – Proposer must submit three samples of creative digital/social media campaigns completed within the last three years which reflect the type and quality of material that would be produced and used under this contract and as required in this RFP.
 - (e) Schedule of Activities-Deliverables – Proposers must describe and submit a proposed approach of attaining goals of creative digital marketing/social media outreach to recruit potential foster parents by increasing the number of targeted individuals contacting county social services to become foster or adoptive parents.
 - (f) Analyses – Proposer shall describe the strategies that the proposer suggests be followed in implementing a comprehensive digital marketing/social media outreach campaign to increase public interest in becoming a caregiver for children in the foster care system. Proposer shall include in your response strategies that involve outreach to community based organizations, state, county and other community foster care based providers.
- (4) Work Plan – Provide as an **attachment**, a detailed proposed work plan for the period May 1, 2016 or upon approval by the Department of General Services, whichever is later, through April 30, 2018. This section of the proposal should contain, for each component, a list of major activities, including, but not limited to, the description of digital marketing /social media outreach campaigns. The work plan shall include the development and application of tailored algorithms which will assist CDSS in promoting recruitment of foster and adoptive parents. The work plan shall include sufficient detail to ascertain the roles of key personnel. Note that CDSS anticipates using the Contractor’s submitted work plan as a template and will be incorporated into the contract as Exhibit A - Attachment 1. Note: The Contractor will be required to update and/or revise the work plan as

necessary to implement the methodology ultimately determined by CDSS. In addition to the work plan, shall provide a timeline for the term of the agreement.

(5) Cost Proposal Worksheet – Proposers must complete the **Attachment 4**.

All costs associated with the performance of the Scope of Work required in this RFP must be included in the format provided. The cost for services shall be for the entire term of the contract.

f. Additional Documentation (submit as attachments to proposal)

(1) Declaration Forms

(a) Bidder Declaration GSPD-05-105, (Attachment 6)

All proposers must complete the Bidder Declaration GSPD-05-105, **and include it with the proposal**. When completing the declaration, proposers must identify all subcontractors proposed for participation in the contract. Proposers awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract.

(b) STD. 843 (Disabled Veteran Business Enterprise Declarations), (Attachment 7) (if applicable)

Proposers who **have been certified by California as a DVBE** (or who are bidding rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) **must also submit a completed** form(s) STD. 843 (Disabled Veteran Business Enterprise Declaration). All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). Should the form not be included with the solicitation, contact the State contracting official or obtain a copy online from the Department of General Services, Procurement Division, Office of Small Business and DVBE Services (OSDS) website at: <http://www.pd.dgs.ca.gov/smbus>. The completed form should be included with the proposal response.

At the State's option prior to award, proposers may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.

(2) Darfur Contracting Act Certification (Attachment 9)

All proposers must address the requirements of the Darfur Contracting Act of 2008, for the reason described in Public Contract Code section 10475-10481. Any scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. A scrutinized company is defined in Public Contract Code section 10476. However, a bid/proposal may be submitted by scrutinized companies if permission is

obtained first from the Department of General Services according to the criteria set forth in Public Contract code section 10477(b).

(3) Commercially Useful Function Questionnaire (**Attachment 10**)

The Department of General Services (DGS), Procurement Division (PD), is the entity responsible for statewide implementation of Small Business/DVBE program regulations resulting from legislative mandates passed into law. Under Government Code and Military and Veterans Code any California certified Small (SB), Micro (MB) or Disabled Veteran Business Enterprise (DVBE) Suppliers doing business with the state must perform a Commercially Useful Function (CUF). Subsequently, each department's buyer is held responsible for its CUF compliance procedures and evaluation of a bidder's activities in response to department solicitations. This applies to Suppliers responding to the department's solicitations whether prime or subcontractor. CUF must be established prior to making final contract or purchase order award.

All new and renewing SB and DVBE applicants must include the completed Commercially Useful Function (CUF) form, **Attachment 10**, with their submittal.

Proposers must provide a written statement detailing the role and services the subcontractor(s) will provide to meet this requirement

(4) DVBE Subcontractor Agreement, (**Attachment 8**) (if applicable)

Proposer shall submit a completed DVBE Subcontractor Agreement for each DVBE subcontractor identified in their proposal. Only the proposer shall fill out this Agreement and either mail, fax, or email the Agreement to the selected DVBE(s) for signature. Failure to submit the DVBE Subcontractor Agreement included in this solicitation for each DVBE subcontractor identified may render your bid non-responsive. Each DVBE Subcontractor Agreement will include: the term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, the percentage of the entire contract that will be awarded to the DVBE (minimum 3%), and the description of services and/or goods to be performed/supplied by the DVBE subcontractor. If further verification is necessary, the state will obtain additional information to verify the above requirements. Should the form not be included with the solicitation, contact the State contracting official or obtain a copy online from the Department of General Services, Procurement Division, Office of Small Business and DVBE Services (OSDS) website at: <http://www.pd.dgs.ca.gov/smbus>. The completed form should be included with the proposal response.

(5) Proof of Corporate Status: If the proposer is a corporation, submit a copy of your firm's most current Certificate of Status issued by the State of California, Office of Secretary of State. Submit an explanation if this documentation cannot be submitted. Do not submit copies of your firm's Bylaws or Articles of Incorporation.

- (6) Proof of Nonprofit Status: If the proposer is a nonprofit organization, submit a copy of an IRS determination letter indicating nonprofit 501(c)(3) tax exempt status. Submit an explanation if this documentation cannot be submitted.

7. Submission of Proposal

- a. All proposals must be submitted under **sealed** cover and received by CDSS by the date and time shown in Section E, Proposal Requirements and Information, Item 1, Key Action Dates, page 4. Proposals received after this date and time will not be considered.
- b. The sealed cover must be plainly marked with the RFP number and title, your firm's name and address, and must be marked with **"DO NOT OPEN, DUE JANUARY 25, 2016 at 2:00 p.m."**, as shown in the following example, *and shall be mailed or hand delivered to*:

| |
|--|
| (Firm's Legal Name) (Firm's Address) |
| California Department of Social Services Contracts and Purchasing Bureau Attn: Rhoda Jones 744 P Street, MS 8-14-747 Sacramento, CA 95814 |
| DO NOT OPEN RFP 15-RFP-00336 Develop and Implement Statewide Creative Digital Marketing/Social Media Strategies and Awareness to Recruit Foster and Adoptive Parents DUE JANUARY 25, 2016 AT 2:00 P.M. |

- (1) If the proposal is made under a fictitious name or business title, the actual legal name of the proposer must be provided.
- (2) Proposals not submitted under sealed cover and marked as indicated may be rejected.
- (3) **Proposer Warning for Deliveries**: If you choose hand delivery, allow sufficient time to locate parking and for visitor security procedures. You will need to provide the security personnel with the name and telephone number of the person to whom the package is to be delivered. Security personnel will not accept delivery. Security will only notify the appropriate staff to accept delivery.
- c. All proposals shall include the documents identified in **Attachment 1, Required Attachment Checklist**. Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- d. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.

- e. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. CDSS may reject any or all proposals and may waive an immaterial deviation in a proposal. CDSS' waiver of an immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.
- f. Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- g. An individual who is authorized to bind the proposing firm contractually shall sign **Attachment 2, Proposal/Proposer Certification Sheet**. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- h. A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
- i. A proposer may withdraw its proposal by submitting a written withdrawal request to CDSS, signed by the proposer or an authorized agent. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- j. CDSS may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a RFP package.
- k. CDSS reserves the right to reject all proposals. CDSS is not required to award an agreement.
- l. Before submitting a response to this solicitation, proposers should review, correct all errors and confirm compliance with the RFP requirements.
- m. Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to lack of careful examination of work sites and specifications.
- n. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
- o. The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. **The State's General Terms and Conditions (GTC) are not negotiable.**
- p. No oral understanding or agreement shall be binding on either party.
- q. CDSS reserves the right to use any and all ideas or concepts in any proposal submitted and/or selected for the award of the contract.

- r. News releases pertaining to this RFP and its award will not be made without prior approval of CDSS.

8. Evaluation Process

- a. At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
- b. Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, may be rejected.
- c. Award, if made, will be to the highest scored responsive and responsible proposal.
- d. In the event of a tie the winning proposal will be decided in a coin toss. The event will be observed by witnesses and the affected proposers will be invited.
- e. Proposal Evaluation

The proposals that meet the minimum qualifications will be evaluated and scored according to the criteria indicated below. The maximum points possible are 115.

| <u>Rating Scoring Criteria</u> | <u>Maximum Points Possible</u> |
|--|---------------------------------------|
| (1) <u>Background and Experience</u> | <u>45 points</u> |
| <ul style="list-style-type: none">• Extent of knowledge and familiarity with using a variety of creative digital marketing/social media outreach and campaign strategies to identify and market to community based agencies and organizations;• Quality of experience with previous digital marketing/public relations services provided in areas of foster care, recruitment, social change, or public awareness marketing;• Quality of verifiable documentation of proposer's accomplishments in conducting and managing successful digital marketing/social media outreach campaigns;• Quality of proposer's organizational structure, qualifications of key personnel.• The quality, creativity, and effectiveness of the three work samples submitted by the proposer reflecting the type and quality of material that would be produced and used under this RFP. | |

(2) Proposed Methodology and Work Plan 35 points

- The description of the methodology the proposer suggests shall be followed in conducting each of the creative digital marketing/social media strategies as required by this RFP and the proposed methods to document the process; the data proposed to be collected and used; the proposed sampling frame; and the recommendations to overcome any limitations to the proposed methodology.
- The quality, creativity, suitability and perceived effectiveness of the proposed methodology and its likelihood of achieving the RFP's objectives.
- The submitted work plan includes a detailed list of major activities, including, but not limited to, using digital marketing/social media outreach platforms, developing and applying tailored algorithms, piloting proposed strategies, evaluation of the pilot, and implementing statewide expansion.

(3) Cost Points 35 points

Each proposer's cost will be converted to a point score. The proposal offering the lowest cost will receive 35 points. The proposal offering the next (second) lowest cost will receive a percentage of the total points based on their cost related to the lowest cost proposal and so on for the remaining proposals. CDSS will use the Total Cost from the Cost Proposal (**Attachment 4**) in determining the lowest cost.

Example of calculation:

$$\text{Lowest Cost} \div \text{Current Proposal Cost Being Evaluated} = \text{Percentage}$$
$$\text{Percentage} \times \text{Maximum Points Possible for Cost} = \text{Cost Points}$$

| <u>Proposal Costs</u> | <u>Allocation Calculation</u> | <u>Cost Points</u> |
|-----------------------|--|--------------------|
| \$100 (lowest) | $\$100 \div \$100 = 1 \times 30 \text{ maximum pts}$ | = 30 |
| \$200 | $\$100 \div \$200 = .50 \times 30 \text{ maximum pts}$ | = 15 |
| \$500 | $\$100 \div \$500 = .20 \times 30 \text{ maximum pts}$ | = 6 |

f. Adjustments to Score for Small Business Enterprise Preference (SBE) and Disabled Veteran Business Enterprise (DVBE) Incentive

The CDSS will determine which proposers, if any are eligible to receive a DVBE Incentive and adjust the non-cost score in accordance with Section E, Number 3, DVBE Incentive for Awards Based on High Score.

CDSS will determine which proposers are eligible to receive a bidding preference (i.e., small business). CDSS will apply preference adjustments to the total score of eligible proposals to determine the highest scored proposal. For more information on SBE, see Section F, Number 1, Small Business Enterprise.

9. Award and Protest

- a. Notice of the proposed award shall be posted in the lobby of the California Department of Social Services, 744 P Street, Sacramento, CA 95814, for five working days prior to awarding the agreement. A copy of the Notice of Intent to Award will be emailed to all entities that submitted a proposal.
- b. If any proposer, prior to the award of agreement, files a protest with the California Department of Social Services (CDSS), Attention: Chief, Contracts and Purchasing Bureau, 744 P Street, MS 8-14-747, Sacramento, CA 95814 and the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) proposer would have been awarded the contract had the CDSS correctly applied the evaluation standard in the RFP, or if the CDSS followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that you submit any protest by certified or registered mail.
- c. Within 5 days after filing the initial protest, the protesting proposer shall file with the Department of General Services, Office of Legal Services and the California Department of Social Services a detailed statement specifying the grounds for protest.
- d. Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the CDSS the Payee Data Record (STD 204) to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.documents.dgs.ca.gov/osp/pdf/std204.pdf. No payment shall be made unless a completed STD 204 has been returned to the CDSS.
- e. Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the CDSS, *page one (1)* of the current Contractor Certification Clauses (CCC), which can be found on the Internet at www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx.

10. Disposition of Proposals

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

11. Agreement Execution and Performance

- a. Services shall start not later than 5 days, or on the express date set by CDSS and the Contractor, after all approvals have been obtained and the agreement is fully

executed. Should the contractor fail to commence work at the agreed upon time, CDSS, upon 5 days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's proposal price and the actual cost of performing work by the second lowest proposer or by another contractor.

- b. All performance under the agreement shall be completed on or before the termination date of the agreement.

F. Preference and Incentive Programs

1. Small Business Enterprise (SBE)

- a. Small Business Regulations: The Small Business regulations, located in the California Code of Regulations (Title 2, Division 2, Chapter 3, Subchapter 8, Section 1896 et seq.), concerning the application and calculation of the small business preference, small business certification, responsibilities of small business, department certification, and appeals are revised, effective 9/09/04. The new regulations can be viewed at www.pd.dgs.ca.gov/smbus). For those without Internet access, a copy of the regulations can be obtained by calling the Office of Small Business and DVBE Services at (916) 375-4940.
- b. Non-Small Business Subcontractor Preference: A 5% bid preference is now available to a non-small business claiming 25% California certified small business subcontractor participation.
- c. Small Business Nonprofit Veteran Service Agencies (SB/NVSA): SB/NVSA prime proposers meeting requirements specified in the Military and Veterans Code Section 999.50 et seq. and obtaining a California certification as a small business are eligible for the 5% small business preference.
- d. Attachment with Bid Required if Claiming the Small Business Preference: All proposers must complete and include the **Bidder Declaration form GSPD-05-105, Attachment 6**. If claiming the non-small business subcontractor preference, the form must list all of the California certified small businesses with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the net bid price. All certified small businesses must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).
- e. Small Business Certification: Proposers claiming the small business preference must be certified by California as a small business or must commit to subcontract at least 25% of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the proposal due date, and the OSDS must be able to approve the application as submitted. Small business nonprofit veteran service agencies (SB/NVSA) claiming the small business preference must possess certification by California prior to the day and time proposals are due. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

2. Disabled Veteran Business Enterprise (DVBE) Participation Program Requirements

- a. Subject to exceptions in the Government Code and pursuant to regulations, State law requires awarding agencies to have an annual participation goal of 3 percent for disabled veteran-owned business enterprises.

The CDSS elects to waive the DVBE Program Requirements in this solicitation, but opts to include the DVBE incentive.

- b. For more information about the DVBE incentive refer to **Exhibit 2, California DVBE Bid Incentive Instructions (9/3/09).**
- c. If for this agreement contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then contractor must within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) certify in a report to the awarding department: (1) the total amount the prime contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code (M&VC) §999.5(d)).
- d. Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services. 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 the 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).

G. Tax Delinquencies Contract Ban

Public Contract Code section 10295.4 provides that a state agency shall not enter into any contract for goods or services with a contractor whose name appears on either list of the 500 largest delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. This prohibition applies to contracts executed on or after July 1, 2012. The Franchise Tax Board (FTB) and Board of Equalization (BOE) will post and periodically update lists of the 500 largest tax delinquencies on their websites as required by law. Starting July 1,

2012, prior to executing contracts, state agencies must check the FTB and BOE lists to ensure the proposed awardee/vendor is not on either list.

H. Insurance Requirements

1. Within 5 days of award of the contract or before work under the contract begins Contractor shall, at his/her own expense, provide evidence of insurance as follows:

- a. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall 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.

The policy must include the State of California, its officers, agents, employees and servants as additional insured, but only with respect to work performed under the contract.

This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management. **In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, Contractor shall include all subcontractors as insureds under Contractor's insurance or supply evidence of insurance to the State equal to policies, coverages and limits required of Contractor.**

- b. Automobile Liability – Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

The policy must be endorsed to include The State of California, its officers, agents, employees and servants as additional insured, but only with respect to work performed under the contract. The additional insured endorsement is to be provided with the certificate of insurance.

- c. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required.

When work is performed on State owned or controlled property the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State. The waiver of subrogation endorsement is to be provided with the certificate of insurance.

- d. Professional Liability – Contractor shall maintain professional liability covering any damages caused by a negligent error, act or omission with limits of not less than

\$1,000,000 per occurrence and \$3,000,000 policy aggregate. The policy's retroactive date must be shown on the certificate of insurance and must be before the date this contract was executed or before the beginning of contract work.

Certificates evidencing Contractor's insurance coverage shall be filed with CDSS prior to the execution of the Agreement.

2. Certificates evidencing Contractor's insurance coverage shall be filed with CDSS prior to the execution of the Agreement.

I. General Provisions Applying to All Insurance Policies

1. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
2. Policy Cancellation / Termination & Notice of Non-Renewal – Contractor shall provide to the State within five business days a copy of any notice of Cancellation/Termination or Non-renewal received by contractor for any of the required insurance policies. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
3. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
4. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
5. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
6. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
7. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

Attachment 1

REQUIRED ATTACHMENT CHECKLIST

Proposer's Name: _____

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

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

| <u>Attachment</u> | <u>Attachment Name/Description</u> |
|---|--|
| _____ Attachment 1 | Required Attachment Check List |
| _____ Attachment 2 | Proposal/Proposer Certification Sheet |
| _____ Attachment 3 | Proposer References |
| _____ Attachment 3.1 | Subcontractor References (if applicable) |
| _____ Attachment 4 | Cost Proposal Worksheet |
| _____ Attachment 5 | Proposal Cover Letter and Statement of Intent to Meet RFP Requirements |
| _____ Attachment 6 | Bidder Declaration, GSPD-05-105 |
| _____ Attachment 7 | DVBE Declarations, STD 843 (if applicable) |
| _____ Attachment 8 | DVBE Subcontractor Agreement (if applicable) |
| _____ Attachment 9 | Darfur Contracting Act Certification |
| _____ Attachment 10 | Commercially Useful Function Questionnaire |
| _____ Proof of Corporate Status (if proposer is a corporation) | |
| _____ Proof of Nonprofit Status (if proposer is a nonprofit organization) | |

Attachment 2

PROPOSAL/PROPOSER CERTIFICATION SHEET

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

Do not return Section E, Proposal Requirements and Information (pages 4 through 19) nor the "Sample Contract" at the end of this RFP.

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

An Unsigned Proposal/Proposer Certification Sheet May Be Cause For Rejection

| | | |
|--|---|---|
| 1. Company Name | 2. Telephone Number () | 2a. Fax Number () |
| 2b. Email Address | | |
| 3. Address | | |
| Indicate your organization type: | | |
| 4. <input type="checkbox"/> Sole Proprietorship | 5. <input type="checkbox"/> Partnership | 6. <input type="checkbox"/> Corporation |
| Indicate the applicable employee and/or corporation number: | | |
| 7. Federal Employee ID No. (FEIN) | 8. California Corporation No. | |
| 9. Indicate applicable license and/or certification information: | | |
| 10. Proposer's Name (Print) | 11. Title | |
| 12. Signature | 13. Date | |
| 14. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise (OSDS) as: | | |
| a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____ | | |
| b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____ | | |
| NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSDS, if an application is pending: | | |

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the Proposal/Proposer Certification Sheet by following the instructions below.

| Item Numbers | Instructions |
|-----------------|---|
| 1, 2, 2a, 2b, 3 | Must be completed. These items are self-explanatory. |
| 4 | Check if your firm is 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 | Check if your firm is a partnership. 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. An association of two or more persons to carry on, as co-owners, a business for profit. |
| 6 | Check if your firm is 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 | Enter your federal employee tax identification number. |
| 8 | Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California. |
| 9 | Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured. |
| 10, 11, 12, 13 | Must be completed. These items are self-explanatory. |
| 14 | If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSDS. |

PROPOSER REFERENCES (Use this form to provide references for Subcontractors)

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

List below three references for services performed within the last three years, which are similar to the scope of work to be performed in this contract.

All fields must be completed and verifiable. Include separate references for all Subcontractors.

| REFERENCE 1 | | |
|---------------------------------------|--------------------------|----------|
| Name of Firm | | |
| Street Address | | |
| City | State | Zip Code |
| Contact Person | Telephone 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 | |
| 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 | |
| Dates of Service | Value or Cost of Service | |
| Brief Description of Service Provided | | |

SUBCONTRACTOR REFERENCES (Use this form to provide references for Subcontractors)

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

List below three references for services performed within the last three years, which are similar to the scope of work to be performed in this contract.

All fields must be completed and verifiable. Include separate references for all Subcontractors.

| REFERENCE 1 | | |
|---------------------------------------|--------------------------|----------|
| Name of Firm | | |
| Street Address | | |
| City | State | Zip Code |
| Contact Person | Telephone 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 | |
| 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 | |
| Dates of Service | Value or Cost of Service | |
| Brief Description of Service Provided | | |

Attachment 4

Cost Proposal Worksheet

Fiscal Year 2015/16: 05/01/2016 through 06/30/2016

| Name of Contractor Personnel | Position/Title | Deliverable/Component/Major Activity | Number of Hours | Hourly Rate | Cost \$ |
|------------------------------|----------------|--------------------------------------|-----------------|-------------|---------|
| | | | | | |
| | | | | | |
| | | | | | |

Fiscal Year 2016/17: 07/01/2016 through 06/30/2017

| Name of Contractor Personnel | Position/Title | Deliverable/Component/Major Activity | Number of Hours | Hourly Rate | Cost \$ |
|------------------------------|----------------|--------------------------------------|-----------------|-------------|---------|
| | | | | | |
| | | | | | |
| | | | | | |

Fiscal Year 2017/18: 07/01/2017 through 04/30/2018

| Name of Contractor Personnel | Position/Title | Deliverable/Component/Major Activity | Number of Hours | Hourly Rate | Cost \$ |
|------------------------------|----------------|--------------------------------------|-----------------|-------------|---------|
| | | | | | |
| | | | | | |
| | | | | | |

Total Cost (The total amount shall include all fiscal years) \$ _____

The State, at its discretion during the term of the contract, may add funds to complete the identified deliverables at the original agreed upon rates for services.

Attachment 5

PROPOSAL COVER LETTER AND STATEMENT OF INTENT TO MEET RFP REQUIREMENTS

TO: Rhoda Jones
California Department of Social Services
Contracts and Purchasing Bureau
744 P Street, M.S. 8-14-747
Sacramento, CA 95814

SUBJECT: REQUEST FOR PROPOSAL (RFP) 15-RFP-00336, Develop and Implement Statewide Creative Digital Social Media Strategies and Awareness to Recruit Foster and Adoptive Parents

The subject proposal is submitted for consideration of award of contract for the anticipated term of May 1, 2016 through April 30, 2018.

NAME OF BIDDER (LEGAL ENTITY)

NAME OF PARENT CORPORATION (IF APPLICABLE)

STREET ADDRESS

CITY, STATE, ZIP CODE

CONTACT PERSON

(AREA CODE) PHONE NUMBER

The Bidder's signature affixed hereon shall constitute the Bidder's intent to comply with all requirements specified in the RFP.

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID

DATE SIGNED

NAME AND TITLE

Proposals are due in the California Department of Social Services, Contracts and Purchasing Bureau, no later than January 12, 2016. Proposals not received by the specified time, date and location shall be rejected. Postmarks or fax transmissions will not be accepted.

State of California—Department of General Services, Procurement Division
GSPD-05-105 (REV 08/09)

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE):** _____ or **None** _____ (If "None", go to Item #2)
- b. Will subcontractors be used for this contract? Yes** _____ **No** _____ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

c. If you are a California certified DVBE:

- (1) Are you a broker or agent? **Yes** _____ **No** _____
- (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** _____ **No** _____ **N/A** _____

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

| Subcontractor Name, Contact Person, Phone Number & Fax Number | Subcontractor Address & Email Address | CA Certification (MB, SB, NVSA, DVBE or None) | Work performed or goods provided for this contract | Corresponding % of bid price | Good Standing? | 51% Rental? |
|--|--|--|---|---------------------------------|-------------------|----------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

State of California—Department of General Services, Procurement Division
GSPD-05-105 (REV 08/09) Instructions

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

- (1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.
- (2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ____ of ____" accordingly.

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: _____ DVBE Ref. Number: _____

Description (materials/supplies/services/equipment proposed): _____

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____

(FOR STATE USE ONLY)

SECTION 2

APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.

☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.

☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). *(Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign): _____

(Printed Name of DV Owner/Manager)

(Signature of DV Owner/ Manager)

(Date Signed)

(Printed Name of DV Owner/Manager)

(Signature of DV Owner/Manager)

(Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3

APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.

☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2*, subsections (c) and (g). *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

(Printed Name)

(Signature)

(Date Signed)

(Address of Owner)

(Telephone)

(Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Manager)

(Signature of DV Manager)

(Date Signed)

Page ____ of ____

PRINT

DVBE SUBCONTRACTOR AGREEMENT

PART A: NAMED PARTIES

This Agreement is entered into between Contractor: _____, hereinafter referred to as *Bidder*, and DVBE subcontractor: _____, hereinafter referred to as *Subcontractor*, on: _____, consisting of the following conditions:

(Contractor Name)

(DVBE Subcontractor Name)

(Date)

1. Bidder has bid or intends to bid on a solicitation issued by the State of California, Department of Social Services, hereinafter referred to as **CDSS**. The CDSS will enter into a contract (the primary agreement) with the Bidder **if** the Bidder is awarded the contract.
2. Bidder has proposed the Subcontractor as a disabled veteran business enterprise subcontractor in the bid; and Bidder intends to employ the subcontractor to perform certain work or services under the primary agreement if the Bidder is awarded the CDSS contract.
3. Subcontractor intends to provide **certain** work or services or products/goods under the primary agreement if the contract is awarded to the Bidder.

PART B:

The State requires the Bidder to provide, prior to the contract award, a written agreement signed by the Bidder and each disabled veteran business enterprise subcontractor proposed by the Bidder in the bid proposal submitted to the State, to include certain terms and conditions specified below. These written agreements shall become null and void if the Bidder is not awarded a contract as result of this bid invitation.

Bidder and the Subcontractor agree that, in the event the CDSS awards the primary agreement to the Bidder, the Bidder will employ the Subcontractor to provide goods and/or services in accordance with the following terms and conditions:

1. The term of this Agreement is: _____. The parties estimate that the goods and/or services will be provided/performed by the Subcontractor within the contract term.
2. The parties estimate that the goods and/or services will be provided/performed by the Subcontractor commencing on: ____ / ____ / ____ and completed by: ____ / ____ / ____
3. The rate and conditions of payment by the Bidder to the Subcontractor are:

4. The percentage of the entire primary contract to be awarded to the Subcontractor is: ____%.
(Must commit at least 3% of the entire bid amount unless otherwise specified within the solicitation.)
5. Description of services and/or goods to be performed/supplied by the DVBE Subcontractor:

(Attach Additional Sheets If Necessary)

This Agreement has been executed by the parties identified below:

| | | | |
|---|--------------|---|--------------|
| Bidder's Company Name: | | Subcontractor's Company Name: | |
| By (Authorized Signature): | Date Signed: | By (Authorized Signature): | Date Signed: |
| Printed Name and Title of Person Signing: | | Printed Name and Title of Person Signing: | |

DVBE PROGRAM REQUIREMENTS SUPPLIER CHECKLIST

Please do not submit this checklist with your bid. It is provided for your use only. Checking every box of your elected compliance option does not guarantee that your bid will be evaluated compliant.

ITEM

- ☐ Bidder Declaration & Subcontractor/Supplier List included with bid.
- ☐ STD 843 included with bid (Note: This is only applicable if you are Certified DVBE bidder)
- ☐ Attached completed DVBE Subcontractor Agreement(s) (Note: If you are a certified DVBE bidder this is only applicable if you intend to utilize a DVBE subcontractor).
- ☐ Listed at least one California certified DVBE subcontractor.
- ☐ Checked the box(es) for "Yes".
- ☐ Listed specific goods and/or services DVBE(s) agrees to provide.
- ☐ Proposed DVBE contract performance is a "commercially useful function" relevant to the contract.
- ☐ Listed the percentage of contract for the DVBE's participation.
- ☐ Proposed DVBE participation meets the 3% requirement (unless a different percentage is specified).
- ☐ Provided proof of DVBE certification for each DVBE identified via a printout from the DGS/OSDS BidSync website.

DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

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

1.
Initials We do not currently have, and have not had within the previous three years, business activities or other operations outside of the United States.

OR

2.
Initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3.
Initials We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.
+ certification
below

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

| | |
|---|--|
| <i>By (Authorized Signature)</i> | |
| <i>Printed Name and Title of Person Signing</i> | |
| <i>Date Executed</i> | <i>Executed in the County and State of</i> |

Commercially Useful Function Questionnaire

All new and renewing Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) applicants must include this completed Commercially Useful Function (CUF) form with their submittal.

1. BUSINESS NAME

"DOING BUSINESS AS" (DBA) NAME

OSDS REF # (CURRENTLY CERTIFIED FIRMS ONLY)

2. COMMERCIALLY USEFUL FUNCTION (CUF)

All certified Small Business, Microbusiness, and/or DVBE contractors, subcontractors or suppliers must meet the commercially useful function requirements under Government Code, Section 14837(d)(4) (for SB) and Military and Veterans Code, Section 999(b)(5)(B) (for DVBE).

Answer the following questions as they apply to the applicant firm when fulfilling a contract or purchase order.

| | | |
|---|--|--|
| 1 | Is the applicant firm responsible for the execution of a distinct element of the work of the contract or purchase order? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 2 | Will the applicant firm carry out its obligation on a contract or purchase order by actually performing, managing, or supervising the work involved? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 3 | Will the applicant firm perform work on a contract or purchase order that is normal for its business, services and functions? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 4 | Does the applicant firm perform the work themselves, rather than further subcontracting a portion of the work that is greater than would be expected by normal industry practices? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 5 | Does the applicant firm add value by performing the work themselves, rather than being an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SB and/or DVBE participation? | Yes <input type="checkbox"/> No <input type="checkbox"/> |

AUTHORIZING SIGNATURE (REQUIRED)

The signatory of this document must be the certified firm's owner (or officer in the case of a corporation) and as such, hereby certifies under penalty of perjury under the laws of the State of California that all information provided herein is truthful and accurate.

OWNER'S/OFFICER'S SIGNATURE

DATE

| |
|---|
| AGREEMENT NUMBER 15-RFP-00336 |
| REGISTRATION NUMBER |

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

STATE AGENCY'S NAME

California Department of Social Services

CONTRACTOR'S NAME

BID TBD 15

2. The term of this Agreement is: May 1, 2015 or upon approval by the Department of General Services, whichever is later through April 30, 2018
3. The maximum amount of this Agreement is: \$TBD
Enter Contract Value Spelled Out Dollars and 00/100
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 | 4 pages |
| Exhibit A – Attachment 1 Work Plan TBD | XX pages |
| Exhibit B – Budget Detail and Payment Provisions | 3 pages |
| Exhibit C* – General Terms and Conditions | GTC 610 |
| Check mark one item below as Exhibit D: | |
| <input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) | 3 pages |
| <input type="checkbox"/> Exhibit - D* Special Terms and Conditions | |
| Exhibit E – Additional Provisions | 4 pages |
| Exhibit E – Attachment 1- CDSS Confidentiality and Security Requirements | 8 pages |
| Exhibit E – Attachment 2 – Resumes TBD | 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.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

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.)

BID TBD 15

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

TBD

STATE OF CALIFORNIA

AGENCY NAME

California Department of Social Services

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Chief, Contracts and Purchasing Bureau

ADDRESS

744 P Street, MS 8-14-747, Sacramento, California, 95814

**California Department of General
Services Use Only**

☐ Exempt per:

EXHIBIT A (Standard Agreement)

Scope of Work

Background

This contract will require the Contractor to provide assistance to state and local agencies that supports direct services to the California counties and communities who have children involved in the foster care system.

The passage of Assembly Bill 403 and the Continuum of Care Reform (CCR) highlights the need for children in foster care to reside in family-based homes. To build California's foster parent capacity, creative and innovative caregiver recruitment methods will be paramount to the success of the Continuum of Care Reform efforts and the children and families served by child welfare agencies.

The Contractor, in accordance with the terms of Request for Proposal (RFP) 15-RFP-00336: Contractor's proposal response to 15-RFP-00336; and Exhibit A – Attachment 1, Work Plan and in collaboration with California Department of Social Services (CDSS), will develop and implement a variety of creative digital media approaches to locate and drive action-oriented caregiver awareness and interest in becoming a foster parent. The Contractor will develop and implement targeted, statewide digital marketing/social media outreach strategies to recruit potential foster parents and increase the number of targeted individuals contacting county social services to become foster or adoptive parents.

The Contractor shall also provide technical assistance and digital marketing expertise to support child welfare agencies throughout the state to increase to and expand the number of potential foster parents.

A. Contractor Responsibilities:

1. The Contractor shall use their experience as digital marketing and technology outreach consultants to develop and apply tailored algorithms which will assist CDSS in promoting foster parenting and adoption to populations of potential caregivers most likely to successfully complete the application process.
2. The Contractor, within 15 days of the execution of this contract with CDSS, shall submit and present to CDSS for review and approval a minimum of five strategies most likely to achieve the identified goal, including an analysis of the success/effectiveness of each strategy in Contractor's prior experience and the benefits/liabilities of each strategy, to CDSS for review and approval. In developing these strategies, the Contractor shall utilize a variety of caregiver outreach and awareness approaches that include but are not limited to e-mail, internet streaming and other internet-based domains and social media sites such as, Facebook, Twitter, YouTube, and Instagram.

3. The Contractor shall utilize demographic data pertaining to potential caregivers provided by CDSS, and other publically available data sets the contractor determines to improve the likelihood of success, to inform the development of needed algorithms and to determine the required systematic metric tracking measures and processes for this project.
4. The Contractor, within 30 days of the execution of this contract with CDSS, shall provide CDSS with a comprehensive project timeline, which shall include but not be limited to the following components:
 - i. Specific digital media strategies and/or services to be provided during the course of this project.
 - ii. Descriptions of the required action steps to complete each phase of this project.
 - iii. Identification of the individuals responsible for each action step described in the timeline.
 - iv. Clearly established start and end dates for each identified action step.
5. Within 15 days of CDSS's approval of Contractor's recommended strategies, the contractor shall initiate a pilot of the strategies targeted at counties selected mutually by CDSS, the contractor, and participating counties. The Contractor shall conduct the pilot of the strategies and a follow-up evaluation and revision processes with CDSS to prepare for statewide expansion.
 - i. The Contractor shall collaborate with the CDSS representatives to identify and implement a pilot program consisting of at least 2-5 counties and regional locations (rural and urban counties) throughout the state. Contractor shall define measurable timeframes, data tracking measures, and implementation goals for each strategy utilized in the pilot process.
 - ii. The Contractor shall monitor their tracking metrics and make appropriate adjustments for the effective implementation of the digital media outreach strategies.
 - iii. The Contractor shall provide CDSS with monthly reports which will reflect measurable data related to the interface of the digital media approaches and the digital response of potential caregivers.
 - iv. The Contractor shall provide CDSS with monthly updates which include any barriers to expected outreach efforts and other emerging trends.
 - v. The Contractor shall collaborate with CDSS to develop specific action steps to address identified project barriers.
 - vi. Within 10 days after completion of the pilot implementation, the Contractor shall initiate an evaluation of the pilot and participate in revision processes with CDSS to prepare for statewide expansion.

6. Based on the evaluation of the pilot, the Contractor shall identify challenges and strengths of marketing strategies applied during the pilot process for each county type/region and make specific definable adjustments to address barriers and gaps in their marketing approach for statewide expansion
7. Based upon the evaluation of the pilot and the recommended adjustments, the Contractor shall implement the statewide expansion of the digital marketing/outreach strategies within 30 days of completion of the pilot evaluation:
 - i. Contractor shall define measurable timeframes, data tracking measures, and implementation goals for each strategy utilized in the statewide expansion process.
 - ii. Contractor shall monitor their tracking metrics and make appropriate adjustments for the effective implementation statewide of the digital media outreach strategies.
 - iii. Contractor shall provide CDSS with monthly reports which will reflect measurable data related to the interface of the digital media approaches and the digital response of potential caregivers.
 - iv. Contractor shall provide CDSS with monthly updates which include any barriers to expected outreach efforts and other emerging trends.
 - v. Contractor shall collaborate with CDSS to develop specific action steps to address identified project barriers.
 - vi. Contractor shall complete an evaluation of the statewide expansion.
8. The Contractor shall collaborate with CDSS no less than once per month, by phone or in Sacramento, to review progress and assess effectiveness of the applied strategies throughout the duration of this contract.
9. Within 60 days after the termination of this contract, the Contractor shall transfer to CDSS all content, archives, data, and any other information requested by CDSS that was produced or prepared pursuant to this agreement.

B. CDSS Responsibilities:

1. CDSS shall assist the Contractor by providing access to staff, reserving meeting rooms, scheduling meetings with appropriate staff and service providers, and providing access to pertinent data, in a timely manner, as needed to conduct the work required in this agreement.
2. CDSS shall provide the Contractor with available demographic data to support the development of a tailored algorithm for marketing to prospective foster and adoptive caregivers in California.

3. CDSS shall work with the Contractor and counties to determine the specific 2-5 counties/regions that will participate in the pilot program and evaluation of the pilot.
 4. CDSS shall collaborate with the Contractor and county and community service providers and/or their associations to provide consistent communication regarding the digital media outreach strategies and reciprocal expectations.
 5. CDSS shall participate in digital marketing evaluation and revision processes to ensure the project goal will be achieved.
 6. CDSS shall review and approve all project strategies and services prior to county/state implementation.
 7. CDSS shall monitor the Contractor's activities including invoices to ensure compliance of the contract and services in the contract are met.
 8. CDSS shall meet with the Contractor when necessary by phone or in Sacramento, to review progress and assess effectiveness of the applied strategies throughout the duration of this contract.
 9. CDSS shall provide subject matter expertise as needed on foster care and adoption.
 10. CDSS shall respond in a timely manner to contractor's questions and requests.
- C. The project representatives during the term of this agreement will be:

California Department of Social Services

Name:
Address:
Telephone:
Email:

Contractor TBD

Name:
Address:
Telephone:
Email:

EXHIBIT B
(Standard Agreement)

A. BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The maximum amount payable under this agreement shall not exceed \$TBD. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

2015/16 \$TBD
2016/17 \$TBD
2017/18 \$TBD

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), CDSS agrees to pay the Contractor for said services in accordance with the rates specified TBD:

The State, at its discretion during the term of the contract, may add funds to complete the identified deliverables at the original agreed up rates for services.

3. Funding for necessary travel expenses and per diem are included in this agreement and will be reimbursed at rates established by the California Department of Human Resources (CalHR) for comparable classes. (See <http://www.calhr.ca.gov/employees/Pages/travel-rules-excluded.aspx>). Contractor will itemize travel expenses, including receipts, and submit to CDSS Program Contract Manager for approval. This approval, including itemization and receipts must be attached to the invoice submitted for payment.

The CDSS Program Contract Manager agrees to certify and maintain the documents substantiating travel and per diem for a period not less than three years after final payment of this Agreement.

No travel outside of the State of California by Contractor shall be reimbursed unless there is prior written authorization from CDSS.

2. Progress Payments

Not less than 10 percent (10%) of the contract amount shall be withheld pending final completion of the contract. If the performance of separate and/or distinct tasks, and services are completed in their entirety by the Contractor and any required reports are delivered to CDSS; then any funds so withheld may be released to the Contractor upon acceptance and/or acknowledgement that all items have been completed to the full satisfaction of CDSS

3. Invoices shall include the Agreement Number 15-RFP-00336 and Index Code TBD and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Department of Social Services
Director's Office

Any invoices submitted without the above referenced information may be returned to the Contractor for further re-processing.

Pursuant to Office of Management and Budget (OMB) Circular A-133, the Contractor shall provide the sub recipients with the Catalog of Federal Domestic Assistance (CFDA) Number and Program Title. Invoices shall also include the CFDA Number and Title:

CFDA Number:
CFDA Program Title: TBD

EXHIBIT B
(Standard Agreement)

Any invoices submitted without the above referenced information may be returned to the Contractor for further re-processing.

B. State Budget Contingency Clause

1. 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, CDSS 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.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS 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.

C. For Contract with Federal Funds

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
4. CDSS has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

D. 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.

E. Review

CDSS reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

F. Final Billing

Invoices for services must be received by CDSS within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing."

G. Nonresident Tax Withholdings

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in

EXHIBIT B
(Standard Agreement)

California will have seven percent of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.

GTC 610

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

A. Dispute Provisions

1. If the Contractor disputes a decision of the State's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, Contractor shall provide written dispute notice to the State's representative within 15 calendar days after the date of the action. The written dispute notice shall contain the following information:
 - a. the decision under dispute;
 - b. the reason(s) Contractor believes the decision of the State representative to have been in error (if applicable, reference pertinent contract provisions);
 - c. identification of all documents and substance of all oral communication which support Contractor's position; and
 - d. the dollar amount in dispute, if applicable.
2. Upon receipt of the written dispute notice, the State program management will examine the matter and issue a written decision to the Contractor within 15 calendar days. The decision of the representative shall contain the following information:
 - a. a description of the dispute;
 - b. a reference to pertinent contract provisions, if applicable;
 - c. a statement of the factual areas of agreement or disagreement; and
 - d. a statement of the representative's decision with supporting rationale.
3. The decision of the representative shall be final unless, within 30 days from the date of receipt of the representative's decision, Contractor files with the California Department of Social Services a notice of appeal addressed to:

California Department of Social Services
744 P Street, M.S. 8-14-747
Sacramento, CA 95814
Attention: Chief, Contracts and Purchasing Bureau

Pending resolution of any dispute, Contractor shall diligently continue all contract work and comply with all of the representative's orders and directions.

B. Termination Without Cause

This Agreement may be terminated without cause by the State upon 30 days written notice to the contractor.

C. Debarment and Suspension

For federally funded agreements, **Contractor certifies** that to the best of his/her knowledge and belief that he/she and their principals or affiliates or any sub-contractor utilized under this agreement, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. The Contractor also certifies that it or any of its sub-contractors are not listed with any active exclusions on the System for Award Management (<http://www.sam.gov>) (Executive Order 12549, 2 CFR Parts 180, 376, 417 and 2336).

EXHIBIT D
(Standard Agreement)

D. Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

1. For Agreements with Contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from CDSS to perform services. By signing this Agreement the Contractor certifies that to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Grant or agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.
2. This certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U. S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$10,000 and not more than \$100,000 for each such failure.

E. Computer Software Copyrights

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

F. OMB Audit

Pursuant to Office of Management and Budget (OMB) audit requirement regulations (2 C.F.R. § 200.501), non-federal entities that expend \$750,000 or more in a year in Federal awards from all sources combined shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 C.F.R. § 200.514 (previously OMB Circular A-133). All OMB audit reports shall meet the report submission requirements established in 2 C.F.R § 200.512 and a copy shall be forwarded to CDSS.

G. Subcontractors

(Applicable to agreements in which the Contractor subcontracts out a portion of the work) Nothing contained in this Agreement or otherwise shall create any contractual relationship between CDSS

EXHIBIT D
(Standard Agreement)

and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to CDSS 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 obligation of CDSS to make payments to the Contractor. As a result, CDSS shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

H. Indirect Costs/Administrative Overhead

For agreements with other governmental entities and public universities, indirect costs are expenses incurred for administrative services such as, but not limited to, accounting; personnel and payroll administration; accounts payable services; general and specialized insurance coverage; compliance and regulatory monitoring; independent audit services; and legal services. Indirect costs are applied to personnel, operating expenses, supplies, equipment, and travel expenses. Per State Contracting Manual, Section 3.06.B, agencies shall assure that all administrative fees are reasonable considering the services being provided. Agencies may only pay overhead charges on the first \$25,000 of each subcontract. Any subcontractor receiving \$25,000 or more must be clearly identified in the budget display and excluded when the total indirect costs are calculated.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

A. Insurance Requirements

1. Contractor, at his/her own expense, shall maintain the following insurance coverage:
 - a. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall 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.

The policy must include California Department of Social Services, State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract.

This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management. In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insureds under Contractor's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

- b. Automobile Liability – Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

The policy must be endorsed to include The State of California, its officers, agents, employees and servants as additional insured, but only with respect to work performed under the contract. The additional insured endorsement is to be provided with the certificate of insurance.

- c. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required.

When work is performed on State owned or controlled property the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State. The waiver of subrogation endorsement is to be provided with the certificate of insurance.

- d. Professional Liability – Contractor shall maintain professional liability covering any damages caused by a negligent error, act or omission with limits of not less than \$1,000,000 per occurrence and \$3,000,000 policy aggregate. The policy's retroactive date must be shown on the certificate of insurance and must be before the date this contract was executed or before the beginning of contract work.
2. Certificates evidencing Contractor's insurance coverage shall be filed with CDSS prior to execution of this Agreement.

B. General Provisions Applying to All Insurance Policies

1. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
2. Policy Cancellation / Termination & Notice of Non-Renewal – Contractor shall provide to the State within five business days a copy of any notice of Cancellation/Termination or Non-renewal received by contractor for any of the required insurance policies. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
3. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
4. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
5. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
6. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
7. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

C. Incompatible Activities

Contractor shall not engage in any activity, employment or enterprise which is inconsistent, incompatible, or in conflict with, or inimical to his or her duties as a consultant. These include, but are not limited to, the following, unless the Department has determined in writing that the consultant's specific activity, employment, or enterprise does not constitute an incompatible activity.

1. Being licensed to operate a facility under the jurisdiction of the Department, including a child day care facility, foster family home, certified family home, community care facility, or residential care facility for the elderly.
2. Holding a position of Chief Executive Officer, or other officer of the governing body of the licensee of a facility under the jurisdiction of the Department, as referenced in #1, and also including a residential care facility for persons with chronic, life-threatening illness.
3. Being employed by a facility under the jurisdiction of the Department.
4. Being a volunteer of a facility under the jurisdiction of the Department.
5. Residing at a facility under the jurisdiction of the Department.
6. Representing any individual not employed by the Department or any facility under the jurisdiction of the Department in an administrative or legal matter.

7. Having a financial interest in any facility under the jurisdiction of the Department.
8. Using, or having access to, confidential information by virtue of this contract, for private gain or advantage, or providing confidential information to persons not authorized by the Department.

D. Contractor Evaluation

Contractor is hereby notified that the State will evaluate Contractor's performance for compliance with the terms of this Agreement within 60 days of the completion of the Agreement. The evaluation shall be prepared on a "Contract/Contractor Evaluation," Std. Form 4. If the performance of the Contractor is not satisfactory, the State shall send a copy of the evaluation to the California State Department of General Services, Office of Legal Services, within five working days after the completion of the evaluation. Contractor shall be notified and sent a copy of the unsatisfactory evaluation within 15 days after its completion.

E. Confidentiality Requirements

Contractor and its employees agree to comply with CDSS Confidentiality and Security Requirements as described in Exhibit E – Attachment 1.

F. Resumes

The resumes of the principal personnel the Contractor will use to provide services under this Agreement are attached as Exhibit E - Attachment 2.

G. Licenses

Contractor and its employees must have a valid California Class C driver's license, which must be maintained throughout the term of the Contract.

H. Disabled Veteran Business Enterprise Subcontractors

1. If for this agreement contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then contractor must within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) certify in a report to the awarding department: (1) the total amount the prime contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code (M&VC) §999.5(d)).
2. Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.
3. 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 the 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).

I. Substitution of Subcontractor

Contractor may not substitute any subcontractor without advance written consent and approval of CDSS.

J. DVBE Subcontractor Invoices

To ensure that DVBE participation is applied correctly, all DVBE subcontractor invoices submitted to the contractor must include the contract number.

K. Intellectual Property Rights

1. All deliverables as defined in the Scope of Work originated or prepared by the Contractor pursuant to this agreement including papers, reports, charts, and other documentation, but not including Contractor's administrative communications and records relating to this Agreement, shall upon delivery and acceptance by CDSS become the exclusive property of CDSS and may be copyrighted by CDSS.
2. All inventions, discoveries or improvements of the techniques or programs or materials developed pursuant to this agreement shall be the property of CDSS. CDSS agrees to grant a nonexclusive royalty-free license for any such invention, discovery, or improvement to the Contractor and further agrees that the Contractor may sublicense additional persons on the same royalty-free basis.
3. This Agreement shall not preclude the Contractor from developing materials outside this Agreement, which are competitive, irrespective of their similarity to materials which might be delivered to CDSS pursuant to this Agreement. All preexisting intellectual property, copyrights, trademarks and products shall be the sole property of the Contractor.

L. Contract Term

The anticipated term of the resulting Contract is May 1, 2016 or upon approval by the Department of General Services, whichever is later, through April 30, 2018. The date of contract approval by the State, however, shall be the governing factor as to the date of commencement. Should performance commence before the contract is approved, such services may be considered voluntary. The State, at its discretion during the term of the contract, may add funds to complete the identified tasks at the original agreed upon service rates.

California Department of Social Services (CDSS)
Confidentiality and Security Requirements for
Vendors
Contracts/Memoranda of Understanding (MOU)/Agreements

I. GENERAL REQUIREMENTS

These requirements provide a framework for maintaining the confidentiality and security of Confidential Data compiled for the CDSS. Definitions of commonly used terms relating to confidentiality and security of data are provided.

In addition to any other contract provisions, contractors shall be responsible for maintaining the confidentiality and security of CDSS confidential and sensitive data. No exceptions from these policies shall be permitted without the explicit, prior, written approval of CDSS. All information security requirements, as stated in this attachment, shall be enforced and implemented immediately upon effective date of this Agreement, and continue throughout the term of the Agreement.

II. DEFINITIONS

For the purposes of these requirements, the stated terms are defined as noted:

Audit Trail: Systems information identifying source/location of access, date and time, user-identification, targeted service and activity performed. The audit trail shall identify all accesses to the source file, success or failure of the access, the completion status of the access (e.g., failed or successful authentication, or user terminated) and the record and field modified.

Confidential Data: Information, the disclosure of which is restricted or prohibited by any provision of law. Some examples of "confidential information" include, but are not limited to, public social services client information described in California Welfare and Institutions Code section 10850, and "personal information" about individuals as defined in California Civil Code section 1798.3 of the Information Practices Act (IPA) if the disclosure of the "personal information" is not otherwise allowed by the IPA. Confidential data include personal identifiers.

De-Identification: Removal of personal identifiers. Personal information does not include publicly available information that is lawfully made available to the general public.

Information Assets: Information assets include anything used to process or store information, including (but not limited to) records, files, networks, and databases; information technology facilities, equipment (including personal computer systems), and software (owned or leased).

Information Security Incidents: Information Security incidents include, but are not limited to, the following; any event (intentional or unintentional) that causes the loss, damage to, destruction, or unauthorized disclosure of CDSS information assets.

Personal Identifiers: Are specific personal identifiers such as name, social security number, address, date of birth, driver's license numbers, and account numbers with access codes.

Risk: The likelihood or probability that a loss of information assets or breach of security will occur.

III. DATA SECURITY

A. Access to CDSS Data

1. Request and Re-disclosure: All contractors seeking access to confidential CDSS data files shall request access from CDSS. The contractor shall not re-disclose or re-release CDSS confidential data.
2. Referral for Request: The contractor shall refer any persons not affiliated with the contractor, nor included under this contract with CDSS, to CDSS to request access to the confidential data.

B. Data Security Requirements

1. Contractor Responsibility: The contractor and its subcontractors, if any, are responsible for security of the CDSS confidential data.
2. Protection of Data: The contractors and its subcontractor, if any, shall ensure that electronic media that contains confidential or sensitive data is protected.
3. General Requirements: The contractor and its subcontractors, if any, shall:
 - a. Confirm the identity of any individual who has requested confidential or sensitive data.
 - b. When there is a business need to discuss confidential CDSS information within the office, discuss the information in an enclosed room, if possible.
 - c. Not allow dial-up communication or Internet access to confidential data prior to de-identification of the data. Any use of dial-up or Internet access after de-identification of the data shall include, but not be limited to the following protections; (1) auditing usage of dial-up communications and Internet access for security violations, (2) periodically changing dial-up access telephone numbers, and (3) responding to losses, misuse or improper dissemination of information. Refer to Information Security Incidents for notification required in response.
 - d. Not use or store CDSS confidential data on portable or wireless devices. For purposes of this requirement, portable devices include, without limitation, notebook computers, personal digital assistants, and wireless devices including cellular phones with data storage capability.
4. Data Transmission
 - a. General Requirement: The contractor shall ensure the confidentiality of CDSS data transmission.
 - b. Data transferred via tape, optical media, or cartridge: Confidential data that is transferred on tapes, optical media, or cartridges shall be encrypted. The contractor shall place the transferred data in separate files with identifiers and an index on one file. On another file place the index and remaining data. These files shall be transported separately. Additionally, the tapes, optical media and cartridges shall be transferred by bonded mail service (i.e., accountable mail using restricted delivery). All packages must be double packed with a sealed envelope and a sealed outer envelope or locked box.

- c. Data transferred electronically: All File Transport Protocol (FTP) accounts that transfer confidential data with personal identifiers shall be highly restricted in access by the contractor. These accounts shall maintain an audit trail. Their accounts are to be accessible to a limited number of contractor and/or subcontractor staff. No other accounts on contractor's computers may have access to this account. The contractor's and/or subcontractor are to maintain a current listing of the personnel who have access to the FTP account. All CDSS confidential data transferred from contractor machines shall be encrypted. The contractor may not transfer CDSS confidential data via FTP without the approval of CDSS.
- d. Data transferred via paper copy: Paper copies of confidential data shall be mailed using a secure, bonded mail service, such as Federal Express or by registered U.S. Mail (i.e., accountable mail using restricted delivery). All packages must be double packed with a sealed envelope and a sealed outer envelope or locked box.
- e. Data transferred via fax: CDSS confidential data may not be transmitted by fax. CDSS non-confidential information may be transmitted by fax, provided that the contractor confirms the recipient fax number before sending, takes precautions to ensure that the fax was appropriately received, maintains procedures to notify recipients if the contractor's fax number changes, and maintains fax machines in a secure area.

5. Physical Security

The contractor shall provide for the management and control of physical access to information assets (including personal computer systems and computer terminals) used in performance of this contract, the prevention, detection, and suppression of fires, and the prevention, detection, and minimization of water damage. The physical security measures taken shall include, but not be limited to:

- a. Implementing security measures to physically protect data, systems and workstations from unauthorized access and malicious activity.
- b. Logging the identity of persons having access to restricted facilities and the date and time of access.
- c. Restricting the removal of CDSS confidential data from the work location.
- d. Placement of devices used to access CDSS confidential data in areas not open to the public. For purposes of this requirement, "devices" shall include, but not be limited to, dumb terminals, personal computers and printers.

6. Storage

CDSS confidential data shall be stored in a place physically secure from access, use, modification, disclosure, or destruction by an unauthorized person. All media containing confidential information shall be stored in a secured area (a locked room or locked file cabinet). Keys to these locks shall be held by a limited number of contractor organization personnel. Confidential information in electronic format, such as magnetic tapes or discs, shall be stored and processed in such a way that an unauthorized person cannot retrieve the information by computer, remote terminal or other means.

7. Encryption

The contractor shall encrypt CDSS confidential data, whether for transmission or in storage, using non-proprietary, secure generally-available encryption software. Proprietary encryption algorithms shall not be acceptable. Passwords or biometrics templates used for user authentication shall be encrypted using data encryption standard, or better, one-way only encryption. Data encryption shall meet the National Institute of Standards and Technology Advanced Encryption Standard. Data encryption shall equal or exceed 128-bit key encryption. A documented security plan is required for encryption key management.

8. De-Identification of Data

- a. Assignment of Unique Identifier: The contractor shall remove personal identifiers from CDSS confidential data and substitute unique identifiers, within 30 days of receipt of the CDSS confidential data.
- b. No connection before de-identification: CDSS confidential data that includes personal identifiers shall not be used or stored in a device connected to the Internet or to a local area network, or dial-up communication until the personal identifiers have been removed from the data.
- c. Return or destruction of confidential data upon de-identification: CDSS confidential data shall be returned to CDSS upon completion of de-identification or destroyed in accordance with this Agreement, no more than 30 days after completion of de-identification.

C. Network Security Requirements

The contractor shall provide the following electronic access measures at a minimum:

1. A notification at initial logon that unauthorized access is prohibited by law.
2. An audit trail.
3. A method for verification of the identity of an individual accessing the system, such as user identification, PIN, fingerprint, voiceprint, retinal print, or other appropriate verification method.
4. A limited access to data to those authorized employees of the contractor who have a functional requirement to use the data.
5. The revoking of access from a user after three unsuccessful access attempts.
6. A security manual or package, which shall adequately protect against loss or unauthorized (accidental or intentional) access, use, disclosure, modification, or destruction of data. All proposed changes to programs, network systems, connectivity and storage of CDSS data shall be provided to CDSS for review prior to implementation.
7. User access authentication shall be disabled (revoked) immediately upon termination of employment or after no more than 60 days of non-use.

8. User verification which is unique to each individual and not assigned to groups or job location. These measures shall include, but not necessarily be limited to, the development of passwords and access controls to protect the security of data from any individual who is not authorized to access the data.
9. An automated log-off or time-out from all networked systems that contain confidential CDSS information when the user leaves the work area for a ten-minute period of time.

D. Ownership and Destruction of Confidential Data

1. Ownership and Return or Destruction: All data used, compiled, developed, processed, stored, or created under this contract is the property of CDSS. All such data shall either be returned to CDSS in an agreed upon format within 30 days of termination of the contract or destroyed. If the data is returned, the contractor shall provide CDSS with the media and an inventory of the data and files returned.
2. Methods of Destruction: The contractor shall destroy all confidential data not returned when the use authorized ends in accordance with approved methods of confidential destruction (via shredding, burning, certified or witnessed destruction, or degaussing of magnetic media). All computer sets containing personal identifiers shall be destroyed. The contractor shall use wipe software on all the hard drive surfaces of computers used to process or store CDSS confidential data when the computer is withdrawn from use in processing or storing such data. Destruction shall occur before the effective date of termination of this contract and a letter of confirmation shall be provided to CDSS detailing when, how, and what CDSS data was destroyed.

E. Contractor Staff

1. Former Employees: The contractor shall ensure that confidential data are not accessible to former employees of the contractor.
2. Employee Authorization: The contractor shall maintain a record of the access authorization for each individual employee that has access to the confidential data. The contractor's security systems administrator designated pursuant to this Agreement shall maintain an appointment/separation checklist for each employee which documents how access authorization was modified when any employee terminates employment or changes duties.

F. Information Security Incidents

1. Notification: The contractor shall notify the CDSS or its designated agent of any actual or attempted information security incidents, as defined above, immediately upon detection. Information security incidents shall be reported by telephone or email to:

Lloyd Indig
Information Security & Privacy Officer
California Department of Social Services
744 P Street, M.S. 9-9-70
Sacramento, CA 95814

916-651-5558
iso@dss.ca.gov

2. Cooperation: The contractor shall cooperate in any investigations of information security incidents.

3. Isolation of system or device: The system or device affected by an information security incident, and containing CDSS confidential data, shall be removed from operation immediately. It shall remain removed from operation until correction and mitigation measures have been applied. The affected system or device, containing CDSS confidential data, shall not be returned to operation until CDSS gives its approval.

G. Confidentiality Statements

1. Requirement: All staff of the contractor with actual or potential access to CDSS confidential data shall read and sign a Confidentiality Agreement. (See section IV.)
2. Supervisory Review: The supervisor of the employee shall review the signed Confidentiality Agreement with the employee and document this review.
3. Submission: The signed original Confidentiality Agreements shall be submitted to the CDSS Project representative. The contractor shall notify CDSS immediately of the appointment or separation of an employee who has been authorized access to CDSS confidential data.
4. Annual Notification: The contractor shall provide to CDSS, in January of each calendar year, a current list of authorized users and newly signed Confidentiality Agreements for all authorized users.

H. Security Systems Administrator Duties

1. Designation: The contractor shall designate a single person as the security systems administrator. The name of the individual so designated shall be supplied to CDSS.
2. Access Control: The security systems administrator shall have the ability to change or remove any computer access authorization of an individual having access to the system at any time.
3. Employee Verification: The contractor shall verify that the employee who performs the duties of the security systems administrator is a trusted person who has demonstrated in past jobs a capability to perform in this role. Additionally, these security clearance procedures shall ascertain if the employee who performs the duties of security systems administrator has any past criminal or employment background which would call into question their ability to perform this role successfully.
4. Vulnerability Assessments and Mitigation Validation: The security systems administrator shall assess system security vulnerabilities and validate mitigation actions performed and shall disable all applications, components, and services that are not required for performance of the contract with CDSS. This assessment shall be provided in writing to the contract administrator along with a description of corrective actions.
5. Security Patches and Upgrades: The security systems administrator shall ensure that security patches and upgrades released by the respective manufacturers of the components of the information assets used to process CDSS confidential data are promptly applied to the components. Patches and upgrades downloaded from public networks shall be applied only if digitally signed by the source and only after the security systems analyst has reviewed the integrity of the patch or upgrade.

I. Risk Analysis/Contingency Plans

1. The contractor shall carry out a risk analysis with sufficient regularity to identify and assess vulnerabilities associated with all information assets owned, maintained, or used by the contractor that are used to process or store CDSS confidential data, and shall define a cost-effective approach to manage such risks. Specific risks that shall be addressed include, but are not limited to, those associated with accidental and deliberate acts on the part of employees and outsiders; fire, flooding, and electrical disturbances and loss of data communications capabilities. The contractor shall advise the CDSS or its designated agent of any vulnerability that may present a threat to CDSS confidential data and of the specific safeguards used for protecting CDSS confidential data. The contractor shall take the necessary steps to protect CDSS confidential data.
2. Contingency plans shall be established and implemented in order to assure that operations can be back to normal in minimum time after natural or man-made disasters, unintentional accidents, or intentional acts such as sabotage. These plans shall include, but are not limited to, the regular backup of automated files and databases, secure storage, recovery, and restarting planning procedures.

J. Rules of Aggregation

1. Requirement: "Aggregated," as used in this subsection, refers to a data output report that does not allow identification of an individual. All reports developed by the contractor shall contain CDSS confidential data only in aggregated form. Personal identifiers should be removed, geographic identifiers should be specified only in large areas, and as needed, variables should be recorded in order to protect confidentiality. No disaggregate data identifying individuals shall be released to outside parties or to the public.
2. Pre-Release Edits: The data system of the contractor shall have prerelease edits, which shall not allow the production of data cells that do not comply with the requirements of this section.
3. Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be five participants for any data table released to outside parties or to the public.

K. Security Plans

1. Submission: When required, the contractor shall submit a written security plan to CDSS prior to receipt of CDSS confidential data. The security plan shall address the methods and processes the contractor will use to meet the security and confidentiality requirements of this Agreement. CDSS will not release CDSS confidential data to the contractor before CDSS approval of the contractor's security plan.
2. Maintenance/Signature: The contractor shall maintain continuous compliance with its approved security plan. The contractor shall secure prior CDSS approval for any changes to its approved security plan. CDSS may require the contractor to amend its security plan as a condition of continued receipt or use of CDSS confidential data. The security plans shall be signed by the contractor and person(s) responsible for the contractor's system administration.

IV. CONFIDENTIALITY AGREEMENT

I (please print), _____ an employee of

(please print) _____ hereby acknowledge that the California Department of Social Services (CDSS) public assistance records and documents are subject to strict confidentiality requirements imposed by State and federal law including California Welfare and Institutions Code sections 10850 California Penal Code section 11167.5, 45 Code of Federal Regulations 205.50, and 1798.24 of the Civil Code relating to research.

I (initial) _____ acknowledge that my supervisor, or the data librarian, has reviewed with me the appropriate provisions of both State and federal laws including the penalties for breaches of confidentiality.

I (initial) _____ acknowledge that my supervisor or the data librarian has reviewed with me the confidentiality and security policies of the CDSS.

I (initial) _____ acknowledge that my supervisor or the data librarian has reviewed with me the policies of confidentiality and security of our organization.

I (initial) _____ acknowledge that unauthorized use, dissemination or distribution of CDSS confidential information is a crime.

I (initial) _____ hereby agree that I will not use, disseminate or otherwise distribute confidential records or said documents or information either on paper or by electronic means other than in the performance of the specific research I am conducting.

I (initial) _____ also agree that unauthorized use, dissemination or distribution is grounds for immediate termination of my organization's Contract/Memorandum of Understanding/Agreements with the CDSS and may subject me to penalties both civil and criminal.

Signed

Date

**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
BID INCENTIVE INSTRUCTIONS**
(08/19/13)

Please read the instructions carefully before you begin.

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a “good faith effort” (GFE).**

DVBE BID INCENTIVE. A DVBE incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply a DVBE Bid incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document) 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. Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price.

| Confirmed DVBE Participation of: | DVBE Incentive: |
|----------------------------------|-----------------|
| 5% or Over | 5% |
| 4% to 4.99% inclusive | 4% |
| 3% to 3.99% inclusive | 3% |

As applicable: (1) Awards based on low price - the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

(2) Awards based on highest score - the solicitation shall include an individual requirement that identifies incentive points for DVBE participation.

INTRODUCTION. Bidders must document DVBE participation commitment by completing and submitting a Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document). Bids or proposals (hereafter called “bids”) that **fail to submit the required form to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive.**

Information submitted by the intended awardee to claim the DVBE incentive(s) will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

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

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

THE DVBE BUSINESS UTILIZATION PLAN (BUP): DVBE BUPs are a company's commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts held in California, not just those with the State. A DVBE BUP does not qualify a firm for a DVBE incentive. Bidders with a BUP, must submit a Bidders Declaration (GSPD-05-105) to confirm the DVBE participation for an element of work on this solicitation in order to claim a DVBE incentive(s).

THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:

Awarding Department: Contact the department's contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. You may also contact the department's SB/DVBE Advocate for assistance.

Other State and Federal Agencies, and Local Organizations:

STATE: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at www.eprocure.dgs.ca.gov. To begin your search, click on "SB/DVBE Search." Search by "Keywords" or "United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: www.eprocure.dgs.ca.gov. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDCHelp@dgs.ca.gov.

FEDERAL: Search the U.S. Small Business Administration's (SBA) Central Contractor Registration (CCR) on-line database at www.ccr.gov/ to identify potential DVBEs and click on the "Dynamic Small Business Search" button. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the "help" button for detailed instructions. Remember to verify each firm's status as a California certified DVBE.

LOCAL: Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to www.pd.dgs.ca.gov/smbus and select: [DVBE Local Contacts \(New 02/09\)](#) (pdf).

RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to:
<http://www.pd.dgs.ca.gov/smbus/advocate.htm>.

The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to www.pd.dgs.ca.gov/smbus and select:

- [DVBE Trade Paper Listing \(New 02/09\) \(pdf\)](#)
- [DVBE Focus Paper Listing \(New 02/09\) \(pdf\)](#)

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

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

Local Organizations: Go to www.pd.dgs.ca.gov/smbus and select:
[DVBE Local Contacts \(New 02/09\) \(pdf\)](#)

FOR:
List of potential DVBE subcontractors

DGS-PD EProcurement
Website: www.eprocure.dgs.ca.gov
Phone: (916)375-2000
Email: eprocure@dgs.ca.gov

FOR:

- SB/DVBE Search
- CSCR Ads
- Click on Training tab to Access eProcurement Training Modules including: Small Business (SB)/DVBE Search

DGS-PD Office of Small Business and DVBE Services (OSDS)
707 Third Street, Room 1-400, West Sacramento, CA 95605
Website: www.pd.dgs.ca.gov/smbus
OSDS Receptionist, 8 am-5 pm: (916) 375-4940
PD Receptionist, 8 am-5 pm: (800) 559-5529
Fax: (916) 375-4950
Email: osdchelp@dgs.ca.gov

FOR:

- Directory of California-Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns
- General DVBE Program Info.
- DVBE Business Utilization Plan
- Small Business/DVBE Advocates

Commercially Useful Function Definition

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

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

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

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

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