

CALIFORNIA COASTAL COMMISSION

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**W6**

April 11, 2016

To: Coastal Commission and Interested Persons

From: Susan Hansch, Chief Deputy Director
Melanie Wong, Chief, Human Resources
Jessica Chan, Fiscal and Business Services Analyst
Michael Ng, Staff Counsel

Subject: **Draft Request for Proposal (RFP) for Executive Search Firm and Contractor Selection - Item W6, for Discussion April 13, 2016**

SUMMARY

We have formed a staff team to proceed as quickly as possible with the steps necessary to prepare and release a Request for Proposal (RFP) for an Executive Search Firm for Executive Director recruitment. In this memo, we describe some options for the Commission to consider regarding the RFP and bidding process.

A proposed schedule is attached (Attachment I) that describes the major steps for RFP preparation, RFP release, and consultant selection. The proposed schedule would allow the Commission to give general feedback and have a discussion of the draft RFP at the April Commission meeting and then staff would bring a proposed final draft RFP to the Commission for consideration at the May 2016 meeting.

This schedule includes a proposed contract award at the July 2016 Commission meeting with an anticipated contract performance start date in late August 2016. This is a fast track time proposal, but a feasible schedule for the Commission and staff.

Also attached is a schedule of draft possible target dates for deliverables for Executive Director recruitment and hiring. (Attachment II.) Based on this proposed schedule, the Commission would be targeting interviewing candidates for the Executive Director position during the December 2016 Commission meeting the week of December 5-9, 2016.

DRAFT REQUEST FOR PROPOSAL

On Wednesday, April 13, the Commission will be reviewing a draft RFP for an Executive Search Firm to recruit a new Executive Director. The draft RFP is being developed to meet the Department of General Services (DGS) standards for a value-based procurement that includes experience, skills and cost, not just lowest cost. The DGS State Contracting Manual "provides the policies, procedures and guidelines to promote sound business decisions and practices in securing necessary services for the State." Depending on the specific language used in the State

Contracting Manual, some provisions “must be followed unless exempt by law or granted exemption by DGS,” some “need to be followed unless the agency has good business reasons for variance,” and some are “optional.”

At the April Commission meeting, the Commission will have the opportunity to ask questions and provide comments on the draft RFP. The draft RFP is a complex document that has been developed with input from the Commission’s legal team and DGS legal contracting and management staff and CalHR. Printed copies of the draft RFP will be delivered to the Commissioners on Tuesday, April 12.

The Draft Schedule for RFP for Executive Search Firm Services (Attachment I) summarizes the major steps in the RFP process from RFP release to the anticipated contract performance start date.

The first draft RFP for Commission review in April will be a comprehensive document with all the mandatory DGS legal language. Many of the sections in the draft RFP are standard, required contracting language. There will be two main sections of specific discretionary language that the Commissioners will want to focus on in the review of the draft RFP. Those sections have been highlighted in the printed version of the draft document.

Areas of the draft RFP needing focused Commission review are:

1. Scope of Work
2. Make-up of Proposal Evaluation Team (Decide whether the Commission wants to appoint two Commissioners to participate or delegate detailed proposal review to staff as is typically done according to DGS. Commission should approve or reject the contractor recommended by the Proposal Evaluation Team.)
3. Evaluation Scoring Criteria (will be provided in the May draft of the RFP as Exhibit C).

A key decision the Commission needs to make is whether the review of the proposals would be delegated to a Proposal Evaluation Team made up of experienced staff or the Commission decides to appoint two Commissioners to be a part of the Proposal Evaluation Team. The staff members that are proposed to be a part of the Proposal Evaluation Team are Susan Hansch, Chief Deputy Director, Al Wanger, Deputy Director, Alison Dettmer, Deputy Director, Melanie Wong, Chief Human Resources, and Michael Ng, Staff Counsel with Jessica Chan, Fiscal and Business Services Analyst as team facilitator.

After carefully reviewing the State Contracting Manual (and the Public Contract Code upon which the State Contracting Manual is based in part), no specific prohibition was identified regarding Commissioners participating in the Proposal Evaluation Team. However, after consulting with our assigned DGS attorney, who approves all Commission contracts that exceed \$50,000, he has stated that he interprets the State Contracting Manual to clearly differentiate between the duties of the evaluation committee¹ and of a board or commission. (See State

¹ The State Contracting Manual uses the term “evaluation committee.” For this RFP, we refer to the evaluation committee as the “Proposal Evaluation Team.”

Contracting Manual §§ 5.15.F.1, 5.15.F.3.²) On that basis, he would conclude that the membership of evaluation committees and of boards/commissions should remain separate.

Furthermore, our assigned DGS attorney has indicated that he does not have any personal knowledge of a past instance where a State agency with a governing board or commission placed a board member or commissioner on an evaluation committee as part of a secondary method RFP process. Considering that DGS has the responsibility to approve the resulting contract in accordance with the State Contracting Manual and the Public Contract Code, disregarding the legal interpretation of the State Contracting Manual by our assigned DGS attorney creates a meaningful risk that he may find our chosen RFP process inconsistent with the State Contracting Manual, though it is unclear whether our assigned DGS attorney would categorically decide to not approve the contract on the basis of such a potential inconsistency.

As a broader legal principle, the California Supreme Court has recently recognized that procedural due process may, on a case by case basis, “require some internal separation between advocates and decision makers to preserve neutrality.” (*Morongo Band of Mission Indians v. SWRCB* (2009) 45 Cal.4th 731, 737.) Although the current situation is not identical to the situations identified in that case (prosecutors advising decision makers on final decisions), it does illustrate the broader principle that, to ensure procedural fairness, some internal separation may be advisable between advocates and decision makers to preserve neutrality. Considering the above, if the Commission does ultimately decide to appoint Commissioners on the Proposal Evaluation Team, a clear business justification should be specified in the RFP.

The State Contracting Manual does allow the Commission to “seek[] a variance from established contracting requirements or practices,” so we will continue discussions with our assigned DGS attorney to determine whether he will “pre-authorize” a secondary method RFP process whereby Commissioners may serve on the Proposal Evaluation Team. (*See* State Contracting Manual §1.00.A.)

Considering that we are utilizing the secondary method RFP process, the award of the contract by the Commission should be based on the highest-scored responsible proposal as recommended by the Proposal Evaluation Team, who in turn determines the highest-scored responsible proposal based on the rating and scoring process described in the draft RFP. It is worth noting, however, that since the contract is awarded by the Commission, the recommendation of the Proposal Evaluation Committee is “considered advisory in nature, and the [Commission] must make the ultimate decision...” (*See* State Contracting Manual § 5.15.F.3) Based on discussions with our assigned DGS attorney, it is our understanding that a decision to award the contract on a basis other than the highest-scored responsible proposal creates another meaningful risk that he may find our chosen RFP process inconsistent with the State Contracting Manual. It is our

² State Contracting Manual § 5.15.F.1 states: “The voting members [of an evaluation committee] used in the selection process shall be from the agency soliciting the proposals or awarding the contract.”

State Contracting Manual § 5.15.F.3 states: “If the contract is awarded by a State board or commission, the recommendations of an evaluation committee shall be considered advisory in nature, and the board or commission must make the ultimate decision unless statute express permits the board or commission to delegate that responsibility.”

further understanding that, if the contract is awarded on a basis other than the highest-scored responsible proposal, he will be looking for a clearly stated justification for that decision.

The same members of the Proposal Evaluation Team are required throughout the selection process. Depending on the number of proposals submitted, the time commitment for the Proposal Evaluation Team is estimated to be three to seven full days, but it will possibly be more if a large number of proposals are received. All members of the Proposal Evaluation Team will need to thoroughly review all proposals, and be available to meet and confer to score and rank proposals with consensus scoring.

WORKING WITH THE SELECTED CONTRACTOR

The Commission as a Committee of the Whole or a Sub-committee of the Commission's chosen size can and should be fully participating in the work with the search firm to recruit and select a new Executive Director. The proposed draft schedules describe the key steps of Commission involvement in the process.

NEXT STEPS

Commission staff will complete the first draft RFP and deliver a printed copy to the Commissioners at the hotel in Santa Rosa on Tuesday, April 12. Staff will mark the key sections of the document that will be the focus of discussion on April 13. The Commission will discuss and consider the first draft RFP and proposed schedule on Wednesday, April 13. The Commission can provide comments during the April meeting. The staff will bring back a revised draft RFP for concurrence in May. The Commission staff will also provide an update to the current Executive Director duty statement and a draft list of desired attributes to the Commission for discussion at the May meeting.

Attachments:

- Attachment I - Timetable for July 2016 contract approval.
- Attachment II - Draft Possible Target Dates and Deliverables for Executive Recruitment and Hiring

ATTACHMENT I
EXECUTIVE DIRECTOR SEARCH FIRM SERVICES
REQUEST FOR PROPOSAL (RFP) NO. 15-01

DRAFT SCHEDULE FOR COMMISSION CONSIDERATION
TO MEET GOAL OF JULY 2016 CONTRACT APPROVAL (as of 4/11/16)

Commission Meeting Review of First Draft RFP	April 13, 2016
Commission Meeting Review of Proposed Final Draft of RFP and draft desired competencies and duty statement	May 11-13, 2016
RFP Release Date. RFP will include draft updated Executive Director duty statement and desired competencies. Final RFPs will be posted to the Commission's website and sent broadly to prospective vendors.	May 17, 2016
Optional Pre-Proposer's Conference Call	May 23, 2016 at 3:00p.m. Pacific Time
Deadline to Submit Written Technical Questions	May 26, 2016 by 5:00p.m. Pacific Time
Post Response to Written Technical Questions*	June 7, 2016
Final Filing Date	June 17, 2016 by 5:00p.m. Pacific Time
Administrative Review* (Initial review of proposals by Commission Contract Analyst to determine if minimum requirements are met.)	June 21, 2016
Distribute Proposals to Evaluation Team*	June 22, 2016
Evaluation Team Review and Evaluation of Proposals* <i>(Depending on the number of proposals submitted, estimate a total of 3-7 full days for team review of proposals, including 3 days in the San Francisco office for interviews of top 3-5 proposers and team consensus scoring and evaluation of proposals)</i> Interviews should include each proposer's assigned recruiter	By July 5, 2016
Staff Report to Commissioners* Posting of proposals and evaluation sheets on Commission's website	By July 7, 2016
Commission Meeting Approval of Contract Award*	July 13-15, 2016
Post Notice of Intent to Award*	July 15, 2016
Anticipated Contract Award*	July 22, 2016
Contract Issuance and Signing*	July 29, 2016
DGS/Office of Legal Services Contract Approval*	By August 19, 2016
Anticipated Contract Performance Start Date*	August 22, 2016

**All dates after the Final Filing Date are tentative and subject to change by issuance of an RFP addendum*

ATTACHMENT II
DRAFT POSSIBLE TARGET DATES AND DELIVERABLES
FOR EXECUTIVE RECRUITMENT AND HIRING (as of 4/11/16)

- | | |
|--|--|
| 1. Anticipated Executive Search Firm contract start date per RFP and contracting timetables. | August 22, 2016 |
| 2. Executive Search Firm conducts Commissioner and staff interviews to create draft recruitment brochure with desired Executive Director competencies. | August 22 – September 17, 2016.
September 7-9 Commission meeting public comment on desired competencies for Executive Director |
| 3. Contractor will complete final draft duty statement and final draft recruitment brochure and recruitment electronic postings and deliver to Commission for public hearing at the October 2016 meeting. Contractor will prepare description and report to Commission by September 17, 2016 on how a wide and diverse recruitment will be accomplished. | Release post draft materials on September 17, 2016 for public hearing and Commission consideration at October 5-7, 2016 Commission meeting |
| 4. Commission discussion and possible approval of Executive Director recruitment brochure, desired competencies, and duty statement at October 2016 Commission meeting in Long Beach. | Anticipated Commission action during Commission hearing October 5-7, 2016 |
| 5. Public release of Commission approved recruitment brochure and duty statement and application requirements. | October 15, 2016 |
| 6. Recruitment will be open until the Executive Director position is filled. A preliminary candidate pool will be considered in mid-November. | November 16, 2016 |
| 7. Executive Search Firm and Commission's Chief Deputy Director and Chief of Human Resources do initial screening of application materials received as of November 16, 2016 to see if materials are complete and meet the desired candidate profile. | November 17 and 18, 2016 |
| 8. Phone and in-person interviews to narrow pool to top 2 to 5 candidates. Reference and background checks by Executive Search Firm. [Note: The Commission needs to decide how involved they want to be in the screening process. Does the Commission want to be involved in the initial screening phase, or save it for the top 2-5 candidates?] | November 17 through December 2016 |
| 9. Commission in its entirety in closed session interviews the top candidates (2 to 5) identified by first round interviews. Will likely need to add days to December Commission meeting to have adequate time for interviews. Commission could be ready to make an offer after interviews December 2016. | December 2016 Commission meeting Week of December 5-9, 2016 |
| 10. Results of interviews in December 2016 will determine if a successful hire can be made in December or further recruitment or interviews are required in early 2017. | Timing to be determined depending on next steps |



C A L I F O R N I A
COASTAL
C O M M I S S I O N

Request for Proposal No. 15-01
MONTH DAY, 2016

Executive Director
Search Firm Services

California Coastal Commission

45 Fremont Street, Suite 2000 • San Francisco, California 94105

CALIFORNIA COASTAL COMMISSION
EXECUTIVE DIRECTOR SEARCH FIRM SERVICES
REQUEST FOR PROPOSAL NO. 15-01
SCHEDULE OF EVENTS

RFP Release Date	DATE
Potential Proposer's Conference (Optional)	DATE
Deadline to Submit Written Technical Questions	DATE AND TIME Pacific Time
Post Response to Written Questions	DATE
Final Filing Date	DATE AND TIME Pacific Time
Preliminary Review*	DATE RANGE
Oral Interviews with Proposers (Optional)*	DATE RANGE
Evaluation of Proposals*	DATE RANGE
Post Notice of Intent to Award*	DATE
Anticipated Contract Award*	DATE
Anticipated Contract Performance Start Date*	TBD

* All dates after the Final Filing Date are tentative and subject to change by issuance of an RFP addendum.

CALIFORNIA COASTAL COMMISSION
EXECUTIVE DIRECTOR SEARCH FIRM SERVICES
REQUEST FOR PROPOSAL NO. 15-01

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- A. 2011 EXECUTIVE DIRECTOR DUTY STATEMENT**
- B. CALIFORNIA COASTAL COMMISSION MEETING SCHEDULE**
- C. PROPOSAL EVALUATION SHEET**

ATTACHMENTS

- 1. REQUIRED ATTACHMENTS CERTIFICATION CHECKLIST**
- 2. PROPOSAL/PROPOSER COVER SHEET**
- 3. FEE PROPOSAL INSTRUCTIONS**
- 4. TECHNICAL PROPOSAL SHEET**
- 5. CLIENT REFERENCE AND CONTRACTOR HISTORY FORM**
- 6. CONTRACTOR CERTIFICATION CLAUSES (CCC-307)**
- 7. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE INSTRUCTIONS**
- 8. DARFUR CONTRACTING ACT FORM**
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CALIFORNIA COASTAL COMMISSION

EXECUTIVE DIRECTOR SEARCH FIRM SERVICES

I. INTRODUCTION

The California Coastal Commission (herein referred to as “the Department”) is charged with implementing the California Coastal Act of 1976 (<http://www.coastal.ca.gov/coactact.pdf>). The Coastal Act was enacted by the Legislature to continue carrying out the original mandate of Proposition 20, which was passed by the citizens of California in 1972. Proposition 20 created the Coastal Zone Conservation Commission, which both performed an interim regulatory function and created the Coastal Plan for consideration by the Legislature in the drafting of the Coastal Act.

The Coastal Act establishes strong resource protection and coastal development policies for California’s coastal zone, which extends three miles seaward to the outer extent of State jurisdiction, and which on land can be as narrow as a block or two in certain urban areas and up to five miles inland in rural areas.

The Coastal Act establishes an independent Commission within the California Natural Resources Agency, with twelve voting Commissioners (herein referred to as “the Commission”) appointed (four each) by the Governor, the Senate Committee on Rules, and the Speaker of the Assembly, and three ex-officio members representing State agencies (California Natural Resources Agency, California State Transportation Agency, and the State Lands Commission). The Commission is supported by and receives recommendations from professional civil service staff, including analysts, planners, lawyers, technical experts in the areas of biology, ecology, geology, and coastal engineering, and a small team of business service professionals. The Executive Director is directly appointed by the Commission.

The Department headquarters are located in San Francisco (North Central Coast) with district offices in Santa Cruz (Central Coast), Ventura (South Central Coast), Long Beach (South Coast), San Diego (San Diego Coast), and Arcata (North Coast). The core program of the Department includes both planning and regulatory functions required by the Coastal Act. The Executive Director, along with a strong Executive team of Deputy Directors, manages staff in the district permitting units; Access Program; Administrative Services; Energy, Ocean Resources and Federal Consistency; Climate Change and Sea Level Rise unit; Federal Programs; Legal; Mapping; Oil Spill; Public Education; Statewide Enforcement; Statewide Planning; Technical Services; and Water Quality. Department staff work closely with local, regional, state and federal governments and the public to ensure development and local planning within the Department’s jurisdiction is consistent with the Coastal Act.

The Commission holds monthly public meetings of three to five days in length in different locations throughout the State. The Commission meetings provide an opportunity for the Commission to take public testimony and to make permit, planning, and other policy decisions. Prior to each meeting, Department staff collects and analyzes information pertinent to meeting agenda items and prepares written staff reports with recommendations for Commission action.

The Executive Director position is currently vacant. An acting Executive Director has been appointed until December 2016 or until a new Executive Director is appointed. The Department seeks the services of an Executive search firm to conduct a national search for the Executive Director position. To accomplish this, the Department has released this Request for Proposal (RFP) which utilizes the secondary method allowed for by law. (Public Contract Code § 10344(c).)

II. PURPOSE

The Commission has instructed Department staff to request proposals for a search firm to conduct a national recruitment search to fill the Executive Director position. Although the Executive Director position is an exempt position and serves at the pleasure of the Commission, the incumbent will receive state benefits. The current salary for this position is \$10,199 to \$11,359. A proposal is pending approval that will increase the salary range from \$XX,XXX to \$XX,XXX/month, dependent on qualifications, experience and current salary of the selected candidate. For reference, a draft Executive Director's duty statement is included as **Exhibit A. Executive Director Duty Statement**.

The resulting contract will be for a period of nine (9) months from August 22, 2016 (or upon Department of General Services approval) to May 22, 2017, with the Department having the option to extend up to an additional nine (9) months for completion of the work, if necessary. This amendment option will be executed at the sole discretion of the Department. This amendment option expires May 22, 2017.

III. SERVICES TO BE PROVIDED (SCOPE OF WORK)

A. SCOPE OF WORK

1. Planning Phase

- a. Develop a communication protocol for the search project between project personnel, the Contract Manager, designated Department staff and the Coastal Commission.
- b. Work in collaboration with the Coastal Commission, Contract Manager, and designated Department staff to develop a candidate profile.
- c. Work in collaboration, as described below, with the Coastal Commission, Contract Manager, and designated Department staff to develop a comprehensive candidate profile to determine minimum qualifications.
 - i. Individual discussions with each Commissioner may be done in person or via teleconference.

- ii. Discussions with Department staff may be held in either groups or individually, in person or via teleconference.
 - d. Work in collaboration with the Contract Manager and designated Department staff utilizing the candidate profile to develop a recruitment brochure and any other outreach materials to conduct a thorough national search to identify the most highly-qualified individuals meeting the requirements of the position. Sourcing of candidates should include broad outreach to the environmental community, governmental organizations, non-governmental organizations and business organizations.
 - e. Incorporate widespread search strategies to give the Commission the most diverse, qualified candidate pool possible while keeping in mind the prohibitions imposed by Proposition 209 for California public employers. Include probable posting sites and outreach strategies.
 - f. Work in collaboration with the Coastal Commission, Contract Manager, designated Department staff, and stakeholders to develop preferred candidate screening criteria.
 - g. Present the finalized candidate profile, recruitment brochure and outreach material and proposed outreach strategy at the October 2016 Commission meeting.
2. Search Phase – **[Note: The Commission needs to decide how involved they want to be in the screening process. Does the Commission want to be involved in the initial screening phase, or save it for the top 2-5 candidate?]**
- a. Conduct search using the materials developed during the Planning Phase according to the plan included in the proposal response.
 - b. Using the approved preferred candidate profile and screening criteria, review candidate applications and resumes and present to the Contract Manager.
 - c. Perform initial face-to-face interviews with the Contract Manager and designated Department staff or Commissioners of semi-finalist candidates.
 - d. Perform candidate screening to determine competency and reputation.
 - e. Prepare written in-depth profiles on the top 2-5 candidates to be provided to the Commission for consideration during the December 2016 Commission meeting in closed session.
 - f. Facilitate interviews of top candidates in closed session during the December 2016 Commission meeting.
 - g. As applicable, “benchmark” internal candidates against a potential national candidate pool. Under this concept, the search firm will conduct an in-depth interview of the internal candidates, assess the internal candidates’ competency levels and potential for performing the management and technical aspects of the vacant position, compare the individual’s relative potential to that of other individuals in the search firm’s database for similar positions, and advise the designated Department staff or Commissioners whether the internal candidates are qualified.
3. Final Deliverables
- a. Provide in-depth comprehensive profiles on each candidate including formal background check results on finalist candidates. Confidential hardcopies will be

sent via overnight mail no later than Friday, December 2, 2016 to Commissioners and the Contract Manager.

- b. Present a final group of 2-5 highly-qualified candidates for interviews with the Commission, in accordance with agreed upon timeframes.
- c. Work with the Contract Manager to prepare and provide the selected candidate with an official offer letter.
- d. Provide a final report to the Contract Manager and Commission summarizing the completed process, naming the candidate who accepted the position, and detailing a contingency plan if the candidate vacates the position within two years.

4. Throughout Contract Term

- a. Work with the Contract Manager closely to ensure timely submittal of all deliverables.
- b. Provide monthly status reports both as a written status report and in a conference call to the Contract Manager in advance of the Commission meeting. This status report will be made part of the monthly public meeting notice, agenda, and staff report that is provided to the Commission and public in advance of the meeting.
- c. Attend monthly Commission meetings either in person or via telephone as deemed necessary by the Contract Manager or the Commission to make public presentations to the Commission and/or to report to the Commissioners during closed session as required regarding the status of the recruitment process.
- d. Provide reports to the Coastal Commission and designated Commission staff.
- e. Communicate regularly with candidates, the Coastal Commission, and designated Department staff throughout the process to ensure that successful candidates, who are willing to accept the position, emerge from the group of highly-qualified professionals identified for consideration.

B. DELIVERABLES LIST INSERT DELIVERABLES LIST HERE

C. SCHEDULE INSERT SCHEDULE TABLE HERE

D. RESPONSIBILITIES OF BOTH PARTIES

1. Contractor Responsibilities:

The Contractor will provide the services as detailed in this Scope of Work. The Contractor shall designate a person to whom all project communications may be addressed and who has the authority to act on all aspects of the agreement. This person shall be responsible for the overall engagement and shall be the contact for all invoice and staffing issues.

Written reports from the Contractor will be subject to review and approval by the Commission and Contract Manager, and the Contractor will be required to respond to the Commission's and Contract Manager's review results in a timely manner.

Personnel commitments made in the Contractor's proposal shall not be changed without prior written approval of the Commission. The Commission reserves the right to require the removal and replacement of any member of the Contractor's staff from this engagement.

2. Commission Responsibilities:

The Contract Manager is the contact person to whom all Contractor communications may be addressed and who has the authority to act on all aspects of the services. This person will review the agreement and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.

The Contract Manager will provide sufficient access to the Commission, appropriate levels of staff, management, and others as appropriate to facilitate the performance of tasks and the creation of deliverables.

The Contract Manager will provide timely review and approval of the deliverables provided by the Contractor in order for the Contractor to perform their obligations under the agreement.

E. TRAVEL

1. Travel is allowed under this contract to be reimbursed at the same rate as similarly situated State employees. INSERT STATE TRAVEL REIMBURSEMENT RATES HERE.

F. SUBCONTRACTORS

Subcontractor Affiliation: The Contractor will act as the prime Contractor under this contract. In addition to identifying all personnel proposed to work under this contract, the Contractor must also identify their subcontractor affiliation as applicable.

The Contractor shall identify the subcontractor firm, staff, tasks to be performed and amounts to be paid when subcontractors are used in the performance of the Contractor's offer.

NOTE: Contractors acting as Fiscal Agents are prohibited. When a subcontractor ultimately provides all of the products or performs all of the services that a contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a commercially useful function. It is unacceptable to use fiscal agents in this manner because the Department is paying unnecessary administrative costs.

Contractors should carefully consider whether it is in their best interest to subcontract work out. Any offer submitted by a prime contractor where it appears that the prime contractor's role is solely one of a fiscal agent will be considered not responsive and will be rejected.

G. CHANGE MANAGEMENT PROCESS

Changes are a normal part of a project. However, since change is likely to affect the project scope or schedule, managing change is critical to the project's ultimate success. For this reason, each proposed change must have its impact on time and resources assessed.

To facilitate the assessment of proposed changes, formal change request process will be employed. This process is not intended to inhibit or prevent change, but rather to ensure that change occurs in an orderly and managed fashion.

The Contractor's project manager will track all issues that arise as a result of project activity. An Issues List is prepared as issues are submitted to the project manager. Issues may originate for a particular deliverable or project activity, or they may be broad in scope (i.e. an issue that affects the project as a whole).

The Change Request Log documents proposed changes to the project plan and deliverables list. These changes may be a result of unanticipated problems, suggested enhancements, or elimination of unnecessary functionality. In some cases adjustments to project cost and/or schedule may be necessary. All change requests are initially submitted to the project manager, and undergo approval by both the Department and the Contractor. Any change to the term or total dollar amount of the contract will require a formal, written amendment to the contract.

H. FINAL PROJECT ACCEPTANCE PROCEDURES

It shall be the Department's sole determination as to whether a deliverable has been successfully completed and is acceptable to the Department. The Contractor will have fulfilled its obligations for a project as described in the SOW when all phases have been completed and accepted by the Department. The Contractor's Project Manager and the Department's Management will provide signoff and final approval for the completion of the project.

IV. MINIMUM QUALIFICATIONS

1. The proposer must agree to provide the Executive Director search firm services as described in **Section III. Services to be Provided (Scope of Work)**.
2. By signing the **Proposal/Proposer Cover Sheet** and submitting a proposal, proposer acknowledges it has read, understood, and agreed to the following:
 - a. General Terms and Conditions (GTC 610), **Attachment 9 – Sample State Contract, Exhibit C**, effective as of 6/9/2010 found at:
<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.
The State does not accept alternate agreement language from a proposer for any terms or provisions set forth in GTC 610. A proposal with such language will be considered a counter proposal and will be rejected.
 - b. Proposer must sign and submit to the State, page one (1) of the Contractor Certification Clauses (CCC-307), **Attachment 6**, effective 3/28/2007 found at:
<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

The State does not accept alternate language from a proposer for any terms or provisions set forth in CCC-307. A proposal with such language will be considered a counter proposal and will be rejected.

- c. Proposer must sign and submit to the State, Darfur Contracting Act, **Attachment 8**.
- d. Proposer certifies it is not on either the California Franchise Tax Board's (FTB) or the California Board of Equalization's (BOE) lists of tax delinquents found at https://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml and <http://www.boe.ca.gov/cgi-bin/deliq.cgi>. 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 tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code.
- e. If the proposer is organized as a Corporation or Limited Liability Company, proposer must demonstrate that it is in good standing and qualified to do business in the State of California by providing a printout showing certification of "Active" status from the California Secretary of State (SOS) website or evidence of certification in progress. SOS certification must be approved and in "Active" status prior to the scheduled date for contract award as specified in the RFP Schedule of Events. The California SOS website is www.sos.ca.gov.
- f. If subcontractors are to be used, proposer shall complete Bidder Declaration form, GSPD-05-105, with the names of all proposed subcontracts, available at <http://www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf>.

V. SUBSTANTIVE PROPOSAL REQUIREMENTS AND OPTIONAL INFORMATION

A proposal will not be considered complete and responsive to this RFP unless it contains all of the items described below. Proposers are not to alter the forms other than by providing the required information.

A. Proposer's Conference & Questions and Answers (Optional)

1. A Proposer's Conference will be held to discuss the RFP and procurement process. Proposer participation in the Conference is encouraged. Proposers can attend the Conference Call. The Conference Call will be held on DATE at TIME, call in number is_____.
2. Oral Questions – The Department may accept oral questions during the Conference and will make a reasonable attempt to provide oral answers prior to the conclusion of the Conference. A question and answer set will be issued as an addendum to the RFP and posted on the CSCR and Department's website. Questions may be paraphrased or consolidated by the Department for clarity. Oral answers shall not be binding on the Department.

3. For proposers who need assistance due to a physical impairment, reasonable accommodations will be provided for the Proposer's Conference by the Department upon request. The proposer must call Jessica Chan at (415) 904-5451 no later than the fifth working day prior to the scheduled date and time of the Proposer's Conference to arrange for reasonable accommodations.

B. Preference Programs (if applicable to Proposer)

Please note: this section is draft language. The final language will be included in the second, final draft.

1. Small Business (SB) or Microbusiness (MB) Enterprise Preference (collectively, the "Small Business Preference")
 - a. Government Code section 14835 et seq. requires that a five percent (5%) scoring preference be given to proposers who qualify as a State-certified SB or MB.
 - b. The Small Business Preference is applied to the total points scored during the evaluation and shall be computed as follows: if a non-SB/MB business has earned the highest point count, a preference equal to 5% of that total point score shall be computed and shall constitute the Small Business Preference points. The preference points shall be added to the total points of all responsive State-certified SB and MB proposers.

Points for highest scoring non-SB/MB business x .05 = Small Business Preference

For example, if Company X (a certified SB/MB) earns a total of 80 points on its proposal, and the highest score proposal was achieved by Company Y (a non-SB/MB) at 84 points, Company X would have an adjusted total score of 84.2 after applying the Small Business Preference.

Company Y's 80 points X 0.05 = 4.2 Small Business Preference Points for Company X

Company X's original 80 point score + Company X's 4.2 Small Business Preference points = 84.2 adjusted total score

The contract would then be awarded to Company X because it has a higher total points score than Company Y (84.2 compared to 84). Note that the Small Business Preference would be applied to **all** responsive bids by SM/MB proposers.

- c. Certified SB and MB proposer(s) shall complete the GSPD-05-105 (Bidder Declaration Form) and attach a copy of their SB/MB certification or other documentation showing their certification.
- d. If a proposer is not a certified SB/MB but wishes to be eligible for the five percent (5%) Small Business Preference, the proposer must subcontract at least 25

percent (25%) of its proposed price to one or more certified small businesses or microbusinesses. If the non-SB/MB proposer is claiming the five percent (5%) Small Business Preference, complete the Proposal/Proposer Cover Sheet and GSPD-05-105 (Bidder Declaration Form), with the names of all certified SB/MB firms being claimed for credit. Attach a copy of the subcontractor's Certified SB/MB certificate for each SB/MB subcontractor and a copy of all SB/MB subcontractors' quote(s) to the completed GSPD-05-105.

- e. Certified SB and MB proposer(s) shall have precedence over non-SB proposers in the application of Small Business Preference(s). Small Business Preferences may not be applied to any proposal deemed non-responsive to the solicitation instructions (see Section VI "Submission of Proposals" below).
- f. Questions regarding the certification approval process or the SB/MB program as applicable to this RFP should be directed to DGS, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) at (800) 559-5529 or (916) 375-4940 or email atosdshelp@dgs.ca.gov. Forms and additional information are available at: <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.
- g. Please note that the Prompt Payment Act (Gov. Code § 927, *et seq.*) encourages State government agencies to expeditiously pay invoices by imposing penalty assessments for late payments of invoices to contractors, including certified small and microbusinesses. Although the Prompt Payment Act benefits both small and non-small businesses, the penalty calculation to the government agency is different when the invoicing contractor is a small business (penalty rate of 0.25% of the amount outstanding per calendar day from required payment date). The Prompt Payment Act encourages small business to stamp their invoices to identify invoices subject to the penalty if not paid within the specified time, although agencies must automatically calculate and pay the penalties themselves without requiring the contractor to submit an invoice for these penalty amounts.

2. Target Area Contract Preference Act (TACPA)

Please note: this section is draft language. The final language will be included in the second, final draft.

- a. TACPA is a preference program designed to stimulate business in geographic areas determined to be economically distressed. TACPA only applies to service contracts that meet specific criteria, namely contracts in which the cost is estimated to be in excess of \$100,000, except when the work site is fixed by the terms of the contract. In this case, the cost of the contract that is the subject of this RFP is estimated to exceed \$100,000, and the work site to fulfill the contract is not fixed, so the TACPA preference program will be available for proposers to claim when preparing proposals in response to this RFP (assuming the lowest responsible bid and resulting contract exceed \$100,000).

- b. Questions regarding the TACPA Preference Program should be directed to DGS, Procurement Division, Preference Unit at (916) 375-4609 or email TACPA@dgs.ca.gov. Forms and additional information are available at: <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.
- c. Proposers desiring to claim the TACPA preference must submit a fully executed copy of the form STD 830 (TACPA Preference Request for Goods and Services Solicitation); and form DGS/PD 525 (Manufacturer's Summary of Contract Activities and Labor Hours), available at the websites identified below. The State reserves the right to verify, validate, and clarify all information contained in the proposal. This includes, but is not limited to, information from proposers, manufacturers, subcontractors, and any other sources available at time of proposal evaluation. Proposer's refusal to agree or comply with these terms, or failure to provide additional supporting information at the State's request may result in denial of the requested preference.
- i. STD 830
<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf>
 - ii. DGS/PD 525
<http://www.documents.dgs.ca.gov/pd/dispute/mfgsum525.pdf>

C. Disabled Veteran Business Enterprise (DVBE) Program Incentive (If applicable to Proposer)

Please note: this section is draft language. The final language will be included in the second, final draft.

The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq. The DVBE Program requires agencies to take all practical actions necessary to meet or exceed a DVBE goal of 3% of an agency's overall contract dollars. However, an agency has the discretion to exempt this goal from a specific contract (though the agency is still expected to meet the goal for the total of its contracting each year). Consistent with DVBE Program requirements, this solicitation does not include a minimum DVBE participation percentage or goal; however, a DVBE incentive will be given to proposers who choose to provide DVBE participation.

Detailed information and instructions are described in **Attachment 7, DVBE Incentive Instructions**. For evaluation purposes only, the State shall apply a DVBE incentive to responsible proposals that commit to State-certified DVBE participation as identified on the Bidder Declaration, GSPD-05-105, and confirmed by the Department. The DVBE incentive amount will vary in conjunction with the percentage of DVBE participation. The following incentive percentages will be applied to the total proposal points:

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99%	4%
3% to 3.99%	3%
2% to 2.99%	2%
1% to 1.99%	1%

The 1% to 5% DVBE incentive shall apply against the total possible available points, not including points for socioeconomic incentives or preferences. DVBE incentive points are included in the total of non-cost/fee points and cannot be used to achieve any applicable minimum points threshold/requirement.

Questions regarding the DVBE program as applicable to this RFP should be directed to DGS, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) at (800) 559-5529 or (916) 375-4940 or email atosdshelp@dgs.ca.gov. Forms and additional information are available at:
<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

D. Technical Proposal (Required)

1. Required Attachments Certification Checklist

Proposers must complete and return the Required Attachments Certification Checklist, **Attachment 1**.

2. Technical Proposal Sheet

As Part of the Technical Proposal, proposers must submit a Technical Proposal Sheet in the format laid out in **Attachment 4**.

a. Organization and Background of Firm

1. Give a brief history of your firm, including the year the organization was founded.
2. Give the location of your headquarters and branch offices.
3. Describe the ownership structure of your organization, giving specific details with regard to your parent and affiliated companies or joint ventures.
4. Explain in detail any potential for conflict of interest which would be created by your firm's representation of the Department. Please include any activities or affiliated or parent organizations as well as other client relationships that may inhibit services to the Department.
5. Indicate the number of years of experience that your firm has conducting national searches of positions that shall include but is not limited to expertise in the following areas: organizations with core missions focusing on the environment and/or land use or governmental organizations.

6. Indicate the number of years of experience that the proposed Project Manager or key staff who would be assigned to this search has conducting national searches of positions that shall include but is not limited to expertise in the following areas: organizations with core missions focusing on the environment and/or land use or governmental organizations.
- b. Assigned Personnel and Resumes
 1. Identify the Project Manager who will be assigned to this project and include his/her resume.
 2. Identify specific personnel who will be assigned to this project and include resumes for each.
- c. Detail of Services to be Provided

Proposers must provide a narrative that includes a clear description of their approach and plan that identifies in realistic terms how they will accomplish the search for the Department's Executive Director. The narrative should be detailed and include the components detailed in **Section III. Services to be Provided (Scope of Work)**. Proposers are advised to include any information that they would like to be considered when the proposals are evaluated.
- d. Contingency Planning
 - A. Provide a report and plan of action that details the actions that your firm would take to minimize the potential of a selected candidate vacating the position within the first two years of the initial appointment date.
 - B. Provide a report and plan of action that your firm would take if a candidate does vacate the position within two years from the initial appointment date.
 - C. Provide instructions regarding follow-up support for recruitment after the candidate appointment date including the number of days that the follow-up support is provided.
- d. Recent Similar Searches

Please describe three recently completed searches that in your judgement are comparable in level and complexity to the search engagement that your firm may complete for the Commission. For each, please include the name and phone number of the principal contact in the organization for which the search was performed. If the contact information has already been provided in a Client Reference and Contractor History Form, please state so; it is not necessary to provide duplicate contact information.
- e. Off Limits Practices

Describe any "off-limits" practices and how they would apply to the Department.

f. Understanding of the Public Agency Search Environment

The Department expects vendors to show an understanding of the challenges of conducting searches for a public entity like the Commission; a lack of understanding of these challenges may cause the answer to be deemed unresponsive. Please describe your firm's sense of the challenges of conducting searches for public agencies and the Department in particular in comparison to conducting searches in the private sector.

3. Client Reference and Contractor History Forms (Required)

A minimum of three (3) Client Reference and Contractor History forms, Attachment 5, must be returned as part of the Technical Proposal Package.

Proposers should provide references that demonstrate recent experience with projects with a similar size, scope, and schedule to this project. The descriptions of these projects must be detailed and comprehensive enough to permit the State to assess the similarity of those projects to the work anticipated in the award of the contract resulting from this procurement. Any or all of these references may be contacted by the evaluation team during their review of the proposals if deemed necessary by the evaluation team.

Proposers must submit a minimum of three (3) Client Reference and Contractor History Forms up to a maximum of five (5) completed Forms. Each Form will be scored individually and by the number of forms submitted.

Proposers must include the completed Client Reference and Contractor History Forms with their response to this RFP. FAILURE TO SUBMIT THE MINIMUM OF THREE (3) COMPLETED CLIENT REFERENCE AND CONTRACTOR HISTORY FORMS WILL CAUSE THE PROPOSAL TO BE REJECTED.

D. Fee Proposal (Required)

In addition to the Technical Proposal, proposers must submit a Fee Proposal in the format prescribed in Attachment 3.

VI. PROCEDURES GOVERNING SUBMISSION OF PROPOSALS

- A. Submit one (1) original proposal marked "ORIGINAL COPY" and six (6) copies in hard-copy format and one (1) copy on compact disc (CD) labeled with the firm's name and "Proposal for RFP 15-01" **in Microsoft Word format**. Wet-ink signatures are required for documents contained in the original proposal package, and documents must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original proposal package.
- B. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of a proposal.

- C. Proposers are encouraged to conserve natural resources such as paper and plastic when submitting their response to this RFP. Responses may be printed on double-sided paper, incorporate minimal use of binders or other plastic components, and be mailed in minimal packaging. This conservation effort is not a mandatory requirement and will have no impact on the points scoring that ultimately determines the contract award.
- D. All proposals must be submitted under sealed cover and sent to the Department by the date and time specified in the Schedule of Events. Proposals received after this date and time will not be considered.
- E. The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

RFP 15-01
Executive Director Search Firm Service
California Coastal Commission
Attention: Jessica Chan
45 Fremont Street, Suite 2000
San Francisco, CA 94105-2219

DO NOT OPEN

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

Proposals not submitted under sealed cover and marked as indicated may be rejected.

- F. Responsible proposals shall include all of the documents identified in **Attachment 1**, Required Attachment Certifications Checklist. Proposals not including all of the documents specified in Attachment 1 shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- G. Mail or deliver proposals to the following address:

California Coastal Commission
Attention: Jessica Chan
45 Fremont Street, Suite 2000 (20th Floor)
San Francisco, CA 94105-2219

PLEASE NOTE: Individuals who hand deliver proposals should allow time for visitor security procedures. You will need to call the Department Reception Desk at (415) 904-5200 before you arrive so that Department staff can provide the security personnel on the first floor with your name to proceed to the Coastal Commission office on the 20th Floor.

All proposal packages will be date- and time-stamped upon receipt. Proposals received after the final filing date and time will not be considered.

- J. 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.

- K. 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. The State may reject any or all proposals and may waive an immaterial deviation in a proposal. The State's 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 contract that is the subject of this RFP.
- L. Costs incurred by the proposer for developing a proposal and in anticipation of award of the contract that is the subject of this RFP are entirely the responsibility of the proposer and shall not be charged to the State of California.
- M. An individual who is authorized to bind the proposing firm contractually shall sign the **Attachment 2**, Proposal/Proposer Cover Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- N. 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 Schedule of Events. Proposal modifications offered in any other manner, oral or written, will not be considered.
- O. A proposer may withdraw its proposal by submitting a written withdrawal request to the contact and address stated in Section VI.H above, 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.
- P. The awarding agency may modify the RFP or any requirement therein prior to the proposal submission deadline as set forth in the Schedule of Events by the issuance of a public addendum.
- Q. The Department reserves the right to reject all proposals if it determines not to select any proposal for awarding the contract. The agency is not required to award the contract.
- R. Before submitting a response to this solicitation, proposers should review, correct all errors and confirm compliance with the RFP requirements.
- S. Proposers should carefully consider work specifications when developing their fee/cost proposals. No additions or increases to the contract amount will be made for the contract that is ultimately awarded due to a lack of careful consideration of work specifications and the costs associated in accomplishing the work specifications.
- T. 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.
- U. No oral understanding or agreement shall be binding on either or as between a proposer or the Department.
- V. Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code section 6250 et seq.) and subject to review by the public. The Department cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a

proposer's proposal, shall be held in the strictest confidence until the evaluation team has concluded the final scoring of submitted proposals. Following the conclusion of scoring, all proposal materials and evaluation sheets will be made publicly available including posting to the Department's website as are all materials that are provided to the Commission. We recommend that you register the copyright for any proprietary material submitted.

- W. Except as specifically requested by the Department, submission of a proposal or any portion thereof via facsimile transmission, electronic, or magnetic media is not allowed. The Department will not accept or consider any proposal material submitted in this manner.
- X. Only one proposal from an individual, firm, partnership, corporation or combination thereof, will be considered in response to this RFP. Multiple proposals submitted by a proposer under more than one name will be cause for rejection of all proposals submitted by the proposer.

VII. EVALUATION PROCESS

All proposals received on or before the final filing date and time as specified in the Schedule of Events will be evaluated by a Proposal Evaluation Team as outlined below. The Proposal Evaluation Team may request written clarifications from proposers at any phase of the evaluation process for the purpose of clarifying ambiguities in the information presented within a specific proposal. Section IX, General Information, provides the detailed clarification process.

The Proposal Evaluation Team, in the exercise of its exclusive discretion, may permit the Proposer to correct any error, omission, deviation, or other defect (see Section IX, General Information). The Proposal Evaluation Team may waive any non-material error, omission, deviation, or other defect contained within a specific proposal. However, such waiver shall in no way modify the RFP documents or excuse the Proposer from full compliance with the RFP requirements.

A. Administrative Review (Pass/Fail)

1. At the time of submission closing and proposal opening, each proposal will be checked by the Proposal Evaluation Team for the presence or absence of required information and documents in conformance with the submission requirements of this RFP. The purpose of this stage of Administrative Review is simply to determine whether a proposal has been submitted in the proper format and with the required elements to be deemed a responsible proposal.
2. The Proposal Evaluation Team will use the Required Attachments Certification Checklist, **Attachment 1** submitted by each proposer to confirm proposals have been submitted in the proper format and with the required elements to be deemed a responsible proposal.
3. 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.

4. The Proposal Evaluation Team will reject any or all Proposals that fail to submit the documents required as part of the Technical Proposal.

B. Technical Proposal Evaluation (## possible points.)

Upon completion of the Administrative Review, the Technical Proposal will be reviewed by the Proposal Evaluation Team to determine the proposer's satisfaction of the Minimum Qualifications. After the Proposal Evaluation Team has ascertained that the proposer meets the Minimum Qualifications, the Technical Proposal will be evaluated by the Proposal Evaluation Team. At their sole discretion, the Proposal Evaluation Team may choose to conduct Oral Interviews of the top five scoring proposers. These Oral Interviews will be scored as part of the Technical Proposal Evaluation.

There are ## areas of scoring in the Technical Proposal Evaluation for a maximum of ## points possible, as described below.

INSERT EVALUATION CRITERIA AND POINTS HERE ALONG WITH EXAMPLE CHARTS TO SHOW SCORING SCENERIOS

The ## scores described above for the Technical Proposal Evaluation will be combined to give a total Technical Proposal Evaluation score for each responsible proposal. The Proposal Evaluation Team will determine if Oral Interviews are necessary. If so, the top five scoring proposers will be interviewed with a set list of questions. The answers will be scored and ranked according to the following criteria.

INSERT ORAL INTERVIEW INFORMATION HERE

C. Fee Proposal Evaluation (## possible pts.)

Proposers that receive a minimum of ## Technical Evaluation points will continue in the evaluation process will have their Fee Proposal opened. The proposal with the lowest Fee Proposal will receive the maximum score of ## points. All other submitted Fee Proposals will be rated proportionately as follows:

$$\frac{\text{Lowest Average Search Fee}}{\text{Proposer's Average Search Fee}} \times \begin{matrix} \text{## Max} \\ \text{Possible} \\ \text{Points} \end{matrix} = \text{Proposer's Fee Proposal Score}$$

D. Incentive And/Or Preference Scoring Adjustments

After the Fee Proposal Evaluation has been determined for all otherwise responsible proposals (based on the Administrative Review and the Technical Proposal Evaluation), any applicable incentives or preferences, as allowed by this RFP shall then be applied before final point scores are determined for responsible proposals.

VIII. AWARD AND PROTEST

1. The Proposal Evaluation Team will recommend that the contract be awarded to the proposer with the highest combined scores from the Technical Proposal Evaluation and the Fee Proposal Evaluation including any applicable Preference Programs and Incentive Program set forth in this RFP. Since the Proposal Evaluation Team's recommendation is considered advisory in nature, the Commission must make the ultimate decision on whom to award the contract. (See State Contracting Manual, vol. 1, § 5.15.F.3.) In the event of a precise tie, the tie will be broken in accordance with Government Code 14838 (f).
2. Notice of the proposed award of contract shall be posted in a public place in the office of the California Coastal Commission at 45 Fremont Street, Suite 2000 (20th Floor), San Francisco, CA 94105 and on the following Internet site: www.coastal.ca.gov for five (5) working days prior to actual awarding of the agreement.
3. If any proposer, prior to the award of agreement, files a protest with the California Coastal Commission, 45 Fremont Street, Suite 2000, San Francisco, CA 94105, 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 Department failed to follow the procedures specified in Public Contract Code section 10344(c) applicable to RFPs utilizing the secondary method, the agreement shall not be awarded until either all protests have been withdrawn or the Department of General Services has rendered a written decision(s) on all protests. It is recommended that protesting proposers submit any protest by certified or registered mail.
4. Within five (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 Coastal Commission at their respective addresses specified in Section VIII.2 above a detailed statement specifying the grounds for the protest.
5. Upon resolution of all protests and award of the contract by the Department, the contractor must complete and submit to the Department the Payee Data Record (STD 204) with wet-ink signatures, to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. The form can be found by typing "204" in the search box at <http://dgs.ca.gov/osp/Forms/Search.aspx>. No payment shall be made unless a completed STD 204 has been returned to the Department.
6. Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the Department, page one (1) of **Attachment 6**, Contractor Certification Clauses (CCC), which can also be found at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

IX. GENERAL INFORMATION

A. Correction of Errors Within the RFP

If a proposer discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the proposer should immediately notify the Department of such error in writing and request clarification or modification of the document. This notification must be submitted

pursuant to the procedures described in Section IX.B, Questions Regarding the RFP, below.

Modifications will be made by addenda issued by the Department pursuant to Section IX.C, Addenda. If a proposer fails to notify the Department of a known error prior to the final dates of submission, or an error that reasonably should have been known, the Proposer will assume the risk of proposing. If awarded the contract, the Proposer will not be entitled to additional compensation or time by reason of the error or its later correction.

B. Written Technical Questions Regarding the RFP

Proposers requesting clarification of the intent or content of this RFP may request clarification only by submitting questions via electronic mail to:

Jessica.Chan@coastal.ca.gov

Please reference RFP No. 15-01 in the subject line.

To ensure a response, questions must be received by the date and time specified in the Schedule of Events. Responses to questions received by the specified date and time will be issued in writing via an addendum and will be posted to the CSCR website and the Department's website, without identifying the source of the query, on or before the date specified in the Schedule of Events.

C. Addenda

The Department may modify any part of the RFP including the extension of the deadline to submit a proposal, prior to the date proposals are due, by issuance of one or more public addenda. Addenda issued after the final filing date may occur only to correct a discrepancy, omission or other such typographical error within the RFP; however, the modification(s) will not have a material effect on the previously submitted proposals. Addenda will be numbered consecutively and posted to the CSCR website and the Department's website.

D. Clarifications

The Department may request clarification(s) from a proposer for a submitted proposal at any of the evaluation process for the purpose of clarifying ambiguities in the information presented in the Proposal. The Department will advise the proposer in writing of any additional documentation that may be required and the time line for submission of any additionally documentation required for clarification. Failure to submit the required documentation by the date and time indicated may cause the Department to deem the proposal nonresponsive.

If deemed necessary by the Department, at its sole discretion, the following omitted and/or additional information may be collected by mail, facsimile, or other method:

1. Signed copies of any form submitted without a signature. This provision does not apply to the unsigned Proposal/Proposer Cover Letter (see Section IV. Minimum Qualifications.)
2. Data or documentation omitted from any submitted attachment or form.
3. Information or material needed to clarify or confirm certifications or claims made by a proposer in a submitted proposal.
4. Information or material needed to correct or remedy an immaterial defect in a submitted proposal.

Other than information requested by the Department as specified above, no proposer will be allowed to alter a submitted proposal or add new information to a submitted proposal after the final filing date.

E. Contract Execution and Performance

Performance of this contract shall start after all approvals have been obtained and the contract is fully executed. The contract is considered fully executed upon approval by DGS, Office of Legal Services. Should the proposer awarded the contract (herein referred to as the "Contractor") fail to commence work at the agreed upon time as specified in the contract, the Department, upon five (5) calendar days written notice to the Contractor, reserves the right to terminate the contract. In addition, the Contractor shall be liable to the State for the difference between Contractor's proposed price and the actual cost of acquiring replacement services from another contractor.

F. Other Criteria

1. Review of Proposals Subsequent to Contract Award

Written or oral proposal evaluation debriefings will not be given to unsuccessful proposers. All submitted proposals and final scoring sheets are retained by the Department as a permanent record, and shall be made available for public inspection.

2. Follow-On Contracts

No person, firm, or subsidiary thereof or their officers or directors, who has been awarded a consulting services contract, or a contract which includes a consulting component, may submit a proposal or be awarded a contract for the provision of service, delivery of goods or supplies, or any other related action that is required, suggested, or otherwise deemed to be an outgrowth of advice or recommendations submitted pursuant to the consulting service contract.

3. News Releases

News releases pertaining to the contract award resulting from this RFP shall not be made without prior written approval from the Department Chief Deputy Director or his/her designee.

**EXHIBITS
AND
ATTACHMENTS**

DRAFT

EXHIBIT A
2015 DRAFT EXECUTIVE DIRECTOR DUTY STATEMENT/DRAFT RECRUITMENT BROCHURE

DRAFT

**EXHIBIT B
CALIFORNIA COASTAL COMMISSION MEETING SCHEDULE**

Approved 2016 Meeting Dates and Locations

<p align="center">JANUARY 13-14, 2016</p> <p align="center">San Diego Area</p>	<p align="center">JULY 13-15, 2016</p> <p align="center">San Diego Area</p>
<p align="center">FEBRUARY 10-12, 2016</p> <p align="center">Santa Cruz/Monterey/San Luis Obispo County (Central Coast Area)</p>	<p align="center">AUGUST 10-12, 2016</p> <p align="center">Santa Cruz/Monterey/San Luis Obispo County (Central Coast Area)</p>
<p align="center">MARCH 9-11, 2016</p> <p align="center">L.A./Orange County (South Coast Area)</p>	<p align="center">SEPTEMBER 7-9, 2016</p> <p align="center">Mendocino/Humboldt/Del Norte County (North Coast Area)</p>
<p align="center">APRIL 13-15, 2016</p> <p align="center">San Francisco Bay Area (North Central Coast Area)</p>	<p align="center">OCTOBER 5-7, 2016</p> <p align="center">L.A./Orange County (South Coast Area)</p>
<p align="center">MAY 11-13, 2016</p> <p align="center">L.A./Orange County (South Coast Area)</p>	<p align="center">NOVEMBER 2-4, 2016</p> <p align="center">San Francisco Bay Area (North Central Coast Area)</p>
<p align="center">JUNE 8-10, 2016</p> <p align="center">Santa Barbara/Ventura/L.A. County (South Central Coast Area)</p>	<p align="center">DECEMBER 7-9, 2016</p> <p align="center">Santa Barbara/Ventura/L.A. County (South Central Coast Area)</p>

EXHIBIT C
PROPOSAL EVALUATION SHEET

INSERT EVALUATION SHEET HERE

ATTACHMENT 1

REQUIRED ATTACHMENTS CERTIFICATION CHECKLIST

FIRM'S NAME: _____

As prescribed in Section V of the RFP, all proposers are required to complete and return this Attachment. Complete the "Proposer Certification" column and submit this checklist to confirm the items submitted with your proposal.

Department staff will use the shaded “CCC Verification” column to confirm receipt of all required documents.

Proposer Certification		Attachment Name/Description	CCC Verification
<input type="checkbox"/> Yes <input type="checkbox"/> No	1.	Submitted one (1) Original and six (6) copies in hard copy format and (1) CD in Word Format as detailed in Section VI of the RFP.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	2.	This Required Attachments Certification Checklist (RFP Attachment 1)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	3.	Proposal/Proposer Cover Letter (RFP Attachment 2) signed by an individual authorized to bind the Proposer contractually. Small Business Certified? <input type="checkbox"/> Yes <input type="checkbox"/> No Microbusiness Certified? <input type="checkbox"/> Yes <input type="checkbox"/> No Non-Small Business Preference? <input type="checkbox"/> Yes <input type="checkbox"/> No DVBE Certified? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	4.	Bidder Declaration forms, as applicable, for each subcontractor and claimed preference and incentive program	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	5.	Technical Proposal Narrative (RFP Attachment 4)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	6.	Minimum of three (3) completed Client Reference and Contractor History Forms (RFP Attachment 5) <input type="checkbox"/> 3 Forms ___ (write in number of additional Forms)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	7.	Contractor Certification Clauses – CCC-307 (RFP Attachment 6)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	8.	Disabled Veteran Business Enterprise Contract Incentive (RFP Attachment 7) DVBE Incentive Claimed? <input type="checkbox"/> Yes <input type="checkbox"/> No _____ % Claimed	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> n/a	10.	Certificate Status with California Secretary of State (if applicable)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> n/a
<input type="checkbox"/> Yes <input type="checkbox"/> No	11.	Target Area Contract Preference Act claimed? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, include <input type="checkbox"/> STD 830 and <input type="checkbox"/> DGS/PD 525.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Verification performed by Department Staff	
Has Contractor been decertified by the Department of Fair Employment and Housing? (Check the California Regulatory Notice Register at http://www.oal.ca.gov/California_Regulatory_Notice_Online.htm)	<input type="checkbox"/> Yes <input type="checkbox"/> No

COMMENTS:

**ATTACHMENT 2
PROPOSAL/PROPOSER COVER SHEET**

Only an individual who is authorized to bind the proposing firm contractually shall sign the Proposal/Proposer Cover Sheet. The signature must indicate the title or position that the individual holds in the firm. This document must be signed and returned along with the entire proposal with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

- A. Our all-inclusive proposal is submitted in a sealed envelope marked "Proposal in accordance with this RFP's Section VI Submission of Proposals."
- B. All required attachments are included with this cover sheet.
- C. 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.
- D. The signature and date affixed hereon certifies that this proposal is a firm offer for a 90-day period.

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

1. Company Name	2. Telephone Number () ()	2a. Fax Number () ()		
3. Address				
Indicate your organization type (choose one):				
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. Proposer's Name (Print)	10. Title			
11. Signature	12. Date			
<p>13. Are you claiming a small business preference and are certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p style="margin-left: 40px;">If yes, enter certification number:</p> <p>_____</p> </td> <td style="width: 50%; vertical-align: top;"> <p>g. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p style="margin-left: 40px;">If yes, enter your certification number below:</p> <p>_____</p> </td> </tr> </table> <p>NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes".</p> <p>Date application was submitted to OSDS, if an application is pending:</p> <p>_____</p>			<p>a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p style="margin-left: 40px;">If yes, enter certification number:</p> <p>_____</p>	<p>g. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p style="margin-left: 40px;">If yes, enter your certification number below:</p> <p>_____</p>
<p>a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p style="margin-left: 40px;">If yes, enter certification number:</p> <p>_____</p>	<p>g. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p style="margin-left: 40px;">If yes, enter your certification number below:</p> <p>_____</p>			
<p>14. Are you using subcontracts? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If Yes, complete and return the Bidder Declaration form, GSPD-05-105 with your proposal.</p>				
<p>15. Are you a Non-Small Business committing to the use of at least 25% Certified Small Business Subcontractor Participation? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If Yes, complete and return the Bidder Declaration form, GSPD-05-105 with your proposal.</p>				

Completion Instructions for Proposal/Proposer Cover Sheet

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

Item Numbers	Instructions
1	Provide legal business name. If using a dba, submit a Fictitious Business Name Statement. Refer to California Business and Professions Code 17900 et seq.
2, 2a, 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 employer 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, 10, 11, 12	Must be completed. These items are self-explanatory.
13	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.
14, 15	Check the applicable box. Complete and return GSPD-05-105 with your proposal.

ATTACHMENT 3 FEE PROPOSAL INSTRUCTIONS

As prescribed in Section V of the Request for Proposal, all Proposers are required to complete and return this attachment. All information must be provided in the prescribed format. Responses that deviate materially from the prescribed format may lead to the rejection of the Proposal. The rates specified herein must include all direct and indirect expenses, including but not limited to staff time and out of pocket expenses that also take into account all travel and administrative costs.

Direct Labor			
Name and Title	Hours	Rate per Hour	Total
			\$0
			\$0
			\$0
			\$0
Subtotal Direct Labor			\$0

Subcontractor Costs	
Itemize Subcontractor Costs	\$0
	\$0
Subtotal Subcontractor Costs	\$0

Indirect Costs (Overhead and Fringe Benefits)		
	Rate	Total
Overhead Rate		\$
Fringe Benefits		\$
Subtotal Indirect Costs		\$0

Direct Costs	
Travel In State	\$0
Travel Out of State	\$0
Other (Include itemized list)	\$0
Subtotal Direct Costs	\$0

Total Fee Proposal	\$0
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**ATTACHMENT 4
TECHNICAL PROPOSAL SHEET**

TECHNICAL PROPOSAL
<p>A. Proposers must submit Technical Proposal(s) as described RFP Section V. Use this sample format to submit narrative responses to Topics identified in RFP Section III.</p> <p>B. If awarded a contract, the proposer's Technical Proposal shall be incorporated into the final Agreement.</p> <p>C. An original proposal marked "ORIGINAL COPY" and five (5) copies will be required for the Technical Proposal(s). Each Technical Proposal shall contain at a minimum, all required items listed below.</p> <p>D. Page Headers and Page Numbering</p> <p>All pages of the Technical Proposal(s), including cover pages, Table of Contents, should have the following header and page numbering format in the upper right-hand corner:</p> <p align="center"> Technical Proposal Date Agreement No. CC-15-38 Attachment 1 Page # of ## </p>
Table of Contents
Section a: Organization and Background of Firm Provide a narrative of the organization and background of the proposer.
Section b: Personnel to be Assigned This Contract and Resumes Identify specific personnel and include resumes for each.
Section c: Detail of Services to be Provided This section may include but is not limited to the proposer's plan, approach, and schedule.
Section d: Recent Similar Successful Searches List and describe any similar successful searches occurring in the last five years.
Section e: Off Limits Practices Describe any "off-limits" practices and how they would apply to the Department.
Section f: Understanding of Public Agency Search Environment Describe the proposer's sense of the challenges of conducting searches for public agencies and the Department in particular in comparison to conducting searches in the private sector.

**ATTACHMENT 5
CLIENT REFERENCE AND CONTRACTOR HISTORY FORM**

The proposer must provide a minimum of three (3) client references for recent services it has performed that are similar in size, scope, and type of service as specified in this RFP. These references may be contacted by the evaluation team during their evaluation if deemed necessary by the evaluation team. **Complete this form for each reference.**

Proposer's Name:
Subcontractor that provided the services (if other than the Proposer):
Company/Organization:
Contact:
Address:
Telephone:
Fax:
E-mail:
Project Name and/or Description:
Proposer's or Subcontractor's involvement:
Start Date (mm/dd/yyyy):
End Date (mm/dd/yyyy):
Project Dollar Amount:
Describe experience for this project. The description of the project must be detailed and comprehensive enough to permit the State to assess the similarity of those projects to the work anticipated in the award of the contract resulting from this procurement.

**ATTACHMENT 6
CONTRACTOR CERTIFICATION CLAUSES (CCC-307)**

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**ATTACHMENT 7
DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
INCENTIVE INSTRUCTIONS**

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).**

This solicitation does not include a minimum DVBE participation percentage or goal.

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 high scoring 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 high scoring.

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99%	4%
3% to 3.99%	3%
2% to 2.99%	2%
1% to 1.99%	1%

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 SDS 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.

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
- DVBE Focus Paper Listing

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

FOR:
List of potential DVBE subcontractors

DGS-PD Cal eProcure
Website: <https://caleprocure.ca.gov/>
Phone: 1-855-421-6355
Email: vendors@fiscal.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:

f

- 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.

**ATTACHMENT 8
DARFUR CONTRACTING ACT FORM**

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

CERTIFICATION For # 3.

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

<i>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>

**ATTACHMENT 9
SAMPLE STATE CONTRACT**

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER

REGISTRATION NUMBER

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

STATE AGENCY'S NAME
California Coastal Commission

CONTRACTOR'S NAME

- 2 The term of this Agreement is: April 1, 2015 through March 31, 2016

3. The maximum amount of this Agreement is: \$

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

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provisions

Exhibit C – General Terms and Conditions

Check mark one item below as Exhibit D:

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

Exhibit E – Additional Provisions

Note to Proposers: The following ## pages represent a sample Agreement. Please review it carefully and present any questions in writing to the contact identified for this RFP.

pages

1 page

GTC 610

pages

pages

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

CONTRACTOR

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

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

California Coastal Commission

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Susan M. Hansch, Chief Deputy Director

ADDRESS

45 Fremont Street, Suite 2000, San Francisco, CA 94105

**California Department of General
Services Use Only**

☐ Exempt per:

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK

1. Contractor agrees to provide the services described in Section III of the California Coastal Commission's Request for Proposal (RFP) Number RFP 15-01, entitled Executive Director Search Firm Services.
2. The term of this agreement will be for a period of one (1) year. The RFP included the option to renew for one (1) additional one (1) year period under the same terms and conditions.
3. The project representatives during the term of this agreement will be:

State Agency:	Contractor:
Name:	Name:
Phone:	Phone:
Fax:	Fax:

Direct all inquiries to:

State Agency	Contractor:
Section/Unit:	Section/Unit:
Attention:	Attention:
Address:	Address:
Phone:	Phone:
Fax:	Fax:

4. Statement of Work (Attach Statement of Work from RFP and Contractor's response to the Statement of Work)

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in the Contractor's offer submitted in response to RFP 15-01.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Coastal Commission
Attn: Business Services
45 Fremont Street, Suite 2000
San Francisco, CA 94105
- C. Invoices shall contain the following information:
 - 1. Contractor's name and address as shown on this agreement.
 - 2. Date of the invoice.
 - 3. Time period covered by the invoice.
 - 4. Contract number as shown on this agreement.
 - 5. Original signature of the contractor (not required if printed using preprinted letterhead paper).
 - 6. Itemized costs for the billing period in the same or greater level of detail as indicated in this agreement, with supporting documentation. Only those costs and/or cost categories expressly identified in this agreement may be reimbursed.

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

EXHIBIT C
GTC 610

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
SPECIAL TERMS AND CONDITIONS**

SPECIAL TERMS AND CONDITIONS

POTENTIAL SUBCONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of their responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payments of any moneys to any subcontractor.

TRAVEL REIMBURSEMENT

Travel Reimbursement shall be at the same rates as similarly situated State employees. If any conflicts exist between the Contractor's rates and those applicable to State employees, the State's reimbursement rates shall prevail. Receipts will be required. All travel costs are inclusive within the budgeted amount referenced in this Agreement.

SETTLEMENT OF DISPUTES

If the Contractor believes that there is a dispute or grievance between the Contractor and the Department arising out of or relating to this Agreement, the Contractor shall first discuss and attempt to resolve the issue with the Department's Contract Manager. If the issue cannot be resolved at this level, the Contractor shall follow the following procedures:

If the issue cannot be resolved directly with the Contract Manager, the Contractor shall submit, in writing, a grievance report together with any evidence to the Chief Deputy Director of the Department. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within ten (10) days after receipt of the grievance report, the Chief Deputy Director, or its designee, shall meet in person or via phone with the Contractor and the Contract Manager for purposes of resolving the dispute. The decision of the Chief Deputy Director following such a meeting shall be final.

AMENDMENTS

This Agreement may be amended only by mutual consent of the parties. Except as provided herein, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all of the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

PUBLICITY

No publicity release or announcement concerning this Agreement or the transactions contemplated herein shall be issued by the Contractor without advance written approval by the Department.

CONTRACTOR EVALUATION

Within sixty (60) days after the completion of this Agreement, the Contract Manager shall complete a written evaluation of the Contractor's performance under this Agreement. If the Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the State Department of General Services, Office of Legal Services, and to the Contractor within 15 working days of the completion of the evaluation. (PCC 10369)

PROGRESS REPORTS

The Contractor shall submit progress reports to the Contract Manager, as required, describing work performed, work status, work progress difficulties encountered, remedial action, and statement of activity anticipated subsequent to reporting period for approval prior to payment of invoices. Contractor to be reimbursed by invoicing, in detail, all costs and charges with the Contract Number and sending to the designated address.

PROGRESS PAYMENTS

If progress payments are allowed for services performed under this contract, not less than ten (10) percent of the contract amount shall be withheld pending final completion of the contract, and receipt and acceptance by the California Coastal Commission of any final reports and deliverables required under the contract. However, for those contracts that consist entirely of separate and distinct tasks, any funds withheld with regard to a particular task may be paid upon completion of that particular task.

RIGHT TO TERMINATE

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. The agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

DISABLED VETERAN BUSINESS ENTERPRISE REQUIREMENTS

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))