

NATIVE AMERICAN HERITAGE COMMISSION

1550 Harbor Blvd., Suite 100

West Sacramento, CA 95765



Contact Phone: (916) 574-2403

Contact Fax: (916) 574-1875

File Ref: 2017-15

Project Name: California Native American Graves Protection and Repatriation Act
CalNAGPRA Consultant Services

4-27-2018

REQUEST FOR PROPOSAL (RFP)

NOTICE TO PROSPECTIVE PROPOSERS:

The California Native American Heritage Commission (NAHC or Commission) is seeking a qualified consultant to draft the following: (1) An implementation plan for the California Native American Graves Protection and Repatriation Act (CalNAGPRA), Health and Safety Code section 8010 et seq.; (2) regulations to implement CalNAGPRA; (3) a report on currently filed and unfiled CalNAGPRA inventories and summaries; (4) internal procedures for processing, adjudicating, and mediating CalNAGPRA repatriation claims; and (5) internal procedures for collecting and updating CalNAGPRA inventories and summaries. Under the supervision of the General Counsel, the consultant will have temporary responsibility for the implementation of CalNAGPRA pending the hiring of additional staff. The consultant will also respond to comments received on proposed CalNAGPRA regulations during the Administrative Procedure Act rulemaking process as well as lead tribal consultation on proposed CalNAGPRA regulations. The consultant will provide Commissioners and Commission staff expert advice on the adoption of final CalNAGPRA regulations. The consultant will attend Commission meetings, Commission public hearings, Commission staff meetings, and Commission rulemaking hearings as required. The consultant will give presentations on CalNAGPRA and the Native American Graves Protection and Repatriation Act as required.

You are invited to review and respond to this Request for Proposal (RFP), titled "California Native American Graves Protection and Repatriation Act (CalNAGPRA) Consultant – RFP 2017-15." In submitting your proposal, you must comply with these instructions. Note that all agreements entered into with the State of California shall include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and

downloaded at Internet site:

<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the California Native American Heritage Commission, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Katera Forbes

State Lands Commission

100 Howe Avenue, Suite 100-South

Sacramento, CA 95825

Tel. (916) 574-2403

Fax (916) 574-1875

Email: Katera.Forbes@slc.ca.gov

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

Purpose and Description of Services

A-1 Background

In 2001, the State Legislature enacted the California Native American Graves Protection and Repatriation Act (CalNAGPRA), Health and Safety Code section 8010 et seq. (AB 978 (Steinberg), Chapter 818, Statutes of 2001). CalNAGPRA was to be implemented by a Repatriation Oversight Commission (ROC). The ROC was never funded. In 2015, the State Legislature conferred upon the NAHC the authority to implement and enforce CalNAGPRA, (SB 83, Chapter 24, Statutes of 2015). CalNAGPRA is intended to provide a seamless and consistent policy to ensure that all California Native American human remains, and cultural items be treated with dignity and respect and apply the state's repatriation policy consistently with the provisions of the Native American Graves Protection and Repatriation Act (NAGPRA) (25 U.S.C. § 3001 et seq.), which was enacted in 1990. CalNAGPRA is also intended to do the following:

- Facilitate the implementation of the provisions of the federal NAGPRA with respect to publicly funded agencies and museums in California;
- Provide a mechanism whereby lineal descendants and culturally affiliated California Native American tribes that file repatriation claims for human remains and cultural items under the Native American Graves Protection and Repatriation Act with California state agencies and museums may request assistance from the Commission in ensuring that state agencies and museums are responding to those claims in a timely manner and in facilitating the resolution of disputes regarding those claims; and
- Provide a mechanism whereby California tribes that are not federally recognized may file claims with agencies and museums for the repatriation of human remains and cultural items. (Health and Saf. Code §8011).

The NAHC Legal Department is charged with overseeing implementation of CalNAGPRA. The NAHC General Counsel is seeking a consultant to provide planning, implementation, and temporary oversight of CalNAGPRA pending the hiring of additional staff by the NAHC.

A-2 Scope of Work

The scope of work will include, but is not limited to:

- 1) Drafting an implementation plan for CalNAGPRA;
- 2) Drafting regulations to implement CalNAGPRA;
- 3) Drafting a report on currently filed and unfiled CalNAGPRA inventories and summaries;
- 4) Drafting internal procedures for processing, adjudicating, and mediating CalNAGPRA repatriation claims;
- 5) Drafting internal procedures for collecting and updating CalNAGPRA inventories and summaries;
- 6) Under the supervision of the General Counsel, implementing CalNAGPRA pending the hiring of additional staff;

- 7) Responding to comments received on proposed CalNAGPRA regulations during the Administrative Procedure Act rulemaking process;
- 8) Providing Commissioners and Commission staff expert advice on the adoption of final CalNAGPRA regulations;
- 9) Attending Commission meetings, Commission public hearings, Commission staff meetings, and rulemaking hearings as required; and
- 10) Giving presentations on CalNAGPRA and NAGPRA as required.

Items 1 through 5 must be completed within a nine (9) month period or less.

A-3 Minimum Qualifications for Proposers

The Proposer must meet and provide evidence of the following minimum qualifications:

- a) A Ph.D. in Anthropology, Archaeology, or Native American Studies.
- b) A Juris Doctor degree.
- c) Experience working for tribal governments.
- d) Peer-reviewed published academic research or a doctoral dissertation on NAGPRA or CalNAGPRA.
- e) Previous experience representing or advising museums, government agencies, or tribal governments on repatriation claims made under NAGPRA or CalNAGPRA.

A-4 Proposal Requirements and Information

1) **Key Action Dates**

<u>Event</u>	<u>Date</u>	<u>Time</u>
RFP available to prospective Proposers	4-27-18	
Written Question Submittal Deadline	5-9-2018	
Final Date for Proposal Submission	5-18-2018	2:00 PM
Notice of Intent to Award	5-29-2018	
Estimated Start Date	6-18-2018	

2) **Confidentiality and Publicity**

The Contractor will retain all information provided by the NAHC and tribes in the strictest confidence. The Contractor will neither use nor disclose information provided by the NAHC to anyone, other than employees requiring the information to perform services under this agreement, without the prior written consent of the NAHC or, in the event of information submitted to the NAHC in confidence by a tribe, the prior written consent of the submitting tribe. The NAHC retains the right to enjoin any unauthorized disclosure in an appropriate court of law.

3) **Content of Proposal and Format**

This RFP, the evaluation of the Proposals, and the award of any resultant contract will be governed generally by the rules of this section and applicable State policy.

The proposals must be organized in the format shown below and contain all of the information list:

Table of Contents

Executive Summary: Summarize the highlights of the proposal and address areas for the types of services requested.

Other Experience: Individuals are invited to provide such other experience as may be relevant with any evidence supporting the response.

Contractor Expertise and References: The Contractor must demonstrate an academic background and high degree of expertise in CalNAGPRA, NAGPRA, and NAGPRA regulations and possess the ability to create and implement programs. In addition, the NAHC expects the Contractor will be constantly up-to-date on legal developments and political issues under NAGPRA that may affect the implementation of CalNAGPRA.

- a) Discuss your academic background, experience, and expertise in CalNAGPRA and/or NAGPRA that demonstrates your ability to complete successfully the Scopes of Services (Section A-2) and meet the Minimum Qualifications (Section A-3).
- b) References – Provide a detailed list of all consulting services by client or transaction for the past three years as requested in Attachment 4.
- c) Qualifications of personnel/resume(s): Please identify the personnel who will be providing the services required by the proposal, including the resumes, curriculum vitae, and/or biographies of all staff assigned to the contract and type of experience for each person. Experience should include the number of years at current firm as well as all prior service. The NAHC expects the proposer to assure that the quality and availability of its personnel assigned to this agreement will be maintained over the term of the agreement. Any changes in assigned personnel are at the discretion of the firm/proposer, provided that any replacements have substantially the same or better qualifications and experience than the original personnel. Include staff of subcontractors (if any).

4) Cost Detail Format and Requirements

The proposed work should be broken down into the outline in Work Plan and Work Schedule for the purpose of this proposal. Use the Sample Cost Proposal Worksheet (Attachment 3) as a guide in preparing your cost proposal.

5) Submission of Proposal

- (a) Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
- (b) The proposal package should be prepared in the least expensive method.
- (c) All proposals must be submitted under **sealed** cover and sent to the State Lands Commission by the Final Date for Proposal Submission date and time shown in Section A-4, Proposal Requirements and Information, Item 1) Key Action Date (page 4). Proposals received after this date and time will not be considered.
- (d) A minimum of four (4) copies of the proposal must be submitted.
- (e) The original proposal must be marked "ORIGINAL COPY." All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
- (f) 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:

Native American Heritage Commission
C/O California State Lands Commission
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825
RFP 2017-15

California Native American Graves Protection and Repatriation Act (CalNAGPRA)
Consultant
Attention: Katera Forbes

DO NOT OPEN

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

The bid price and all cost information must be submitted in a separate sealed envelope. The envelope should be affixed to the outside of the proposal package and marked "Sealed Cost Proposal – DO NOT OPEN."

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

- (g) All proposals shall include the documents identified in the Required Attachment 1 Checklist. Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.

(h) Mail or deliver proposals to the following address:

Native American Heritage Commission
C/O State Lands Commission
Attn: Katera Forbes
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825

- (i) 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.
- (j) 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 any immaterial deviation in a proposal. The State's waiver of immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.
- (k) Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- (l) An individual who is authorized to bind the proposing firm contractually shall sign Attachment 2, Proposal/Proposer Certification Sheet, and provide written proof of his or her authority to bind the proposing firm. The signature must indicate the title or position that the individual holds in the firm. Unsigned proposals may be rejected.
- (m) A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
- (n) A proposer may withdraw its proposal by submitted a written withdrawal requested to the State, signed by the proposer or an authorized agent in accordance with h) above. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause after the proposal submission deadline.
- (o) The awarding agency may modify the RFP prior to the submission date for proposals by issuing an addendum to all parties who received a proposal package.
- (p) The awarding agency reserves the right to reject all proposals. The agency is not required to award an agreement.
- (q) Before submitting a response to this solicitation, bidders should review, correct all errors, and confirm compliance with the RFP requirements.

- (r) Where applicable, proposers should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- (s) More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered.
- (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 party.
- (v) The Commission reserves the right to terminate the selection proceedings at any time where it determines it is in the best interests of the State. The Commission is not required to award the agreement and reserves the right to terminate in whole or in part at its sole discretion any contract award at any time upon giving written notice.

6) Selection Criteria

Proposals will be evaluated on the following criteria:

- a) Compliance with "Proposed Format and Satisfaction of Minimum Requirements."
- b) Completeness of work plan and individual's proposed report content.
- c) Demonstrated understanding of the services requested by the written detailed proposal submitted and of the resources available for proper completion of the assignment.
- d) Capability of the individual to perform the work required as demonstrated by (a) resume(s) that include(s) work experience, education, peer-reviewed published academic articles, and doctoral dissertation(s).
- e) Ability of the individual to perform the work required as demonstrated by previous representations of, or experience providing advice to, museums, government agencies, and/or tribes on repatriation claims under NAGPRA or CalNAGPRA.

7) Proposal Evaluation Process

- a) The NAHC Executive Secretary (or her designee) will appoint a panel to review and evaluate the proposals. The panel may be composed primarily of NAHC staff but may also include representatives of other governmental agencies at the NAHC Executive Secretary's discretion.
- b) Each panel member will independently and separately review the proposals. Each proposal will be evaluated for the presence or absence of required information in conformance with the specific requirements of the RFP.

- c) Proposals that contain false or misleading statements or which provide references not supporting an attribute or condition claimed by the proposer may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability as required in this RFP, it will be the basis for rejection of the proposal. Each proposal will be presumed representative of the quality of work done by the proposer submitting it.
- d) The proposals that meet the Minimum Qualifications in Section A-3 will be evaluated and scored according to the criteria listed below.
- e) Award, if made, will be to the highest scored responsive proposal.

8) Scoring System

Rating/Scoring Criteria	Maximum Possible Points <u>280</u>
1) Compliance with Proposal Format and Satisfaction of Minimum Requirements	Pass/Fail
2) Technical Proposal	Points: <u>40</u>
(a) Completeness of work plan and individual’s proposed report content. (<u>20</u> points)	
(b) Demonstrated understanding of the services requested by the written detailed proposal submitted and of the resources available for proper completion of the assignment. (<u>20</u> points)	
3) Qualifications and Experience	Points: <u>240</u>
(a) Capability of the individual to perform the work required as demonstrated by (a) resume(s) that include(s) work experience, education, peer-reviewed published academic articles, and doctoral dissertation(s). (<u>80</u> points)	
(b) Ability of the individual to perform the work required as demonstrated by previous representations of, or experience providing advice to, museums, government agencies, and/or tribes on repatriation claims under NAGPRA or CalNAGPRA. (<u>75</u> points)	
(c) Ability to meet schedules and deadlines. (<u>10</u> points)	
4) Cost. The State Lands Commission will score the cost proposal. The lowest bid on a qualified proposal under the provisions of this RFP will receive the highest points. Each remaining bidder will receive points determined by multiplying <u>75</u> by the result of dividing the low bid by its bid. All scores will be truncated down to the nearest integer (<u>75</u> points).	

Example:

The lowest bid is \$50 and another bid is \$60. The low bidder would receive 75 points. The other proposal would receive $(50/60) \times 75 = 62$ points. This computation will be made after adjustments for DVBE and Small Business preferences.

9) Award and Protest

- a) Notice of the proposed award shall be posted in a public place in the office of the NAHC and the State Lands Commission and on the following Internet sites: www.nahc.ca.gov and www.slc.ca.gov for five (5) working days prior to awarding the agreement.
- b) If any proposer, prior to the award of the agreement, files a protest with the NAHC in care of the State Lands Commission and the Department of General Services, Office of Legal Services, 707 Third Street, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that you submit any protest by certified or registered mail.
- c) Within 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 NAHC in care of the State Lands Commission a detailed statement specifying the grounds for the protest.
- d) Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204) to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code sections 18662 and 26131. The form can be found on the Internet at <http://www.dgs.ca.gov/ofam/Forms.aspx>

No payment shall be made unless a completed STD 204 has been returned to the awarding agency.

- e) Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency *page one* (1) of the Contractor Certification Clauses (CCC 4/2017) which can be found on in the Internet at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

10) Disposition of Proposals

- a) Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code section 62650 et seq.) and subject to review by the public.
- b) Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the awarding agency.

11) Agreement Execution and Performance

- a) Service shall not start later than five days, or on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor,

reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between the Contractor's Proposal price and the actual cost of performing work by another contractor.

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

12) Standard Agreement Sample

The Contractor should review the terms of this contract and become familiar with its language. This may be the contract that is entered into between the State and Contractor.

13) Disabled Veteran Enterprise Program (DVBE)

Due to the nature of the work to be performed, the 3% DVBE participation requirement has been waived for this procurement. Bidders are encouraged to include DVBE's as appropriate if at all possible and may be awarded additional points as an incentive for including DVBE's in their bid.

14) Preference and Incentive Programs

- a) Small Business Preference

<http://www.dgs.ca.gov/pd/Programs/OSDS/SBEligibilityBenefits.aspx>

A five percent (5%) preference will be applied to certified small business firms submitting proposals. To obtain the preference, firms must be certified as a small business at the time the bid is submitted. The 5% preference is issued only for computation purposes to arrive at the successful proposers and does not alter the amounts of the actual bids. Once each bid has been scored, if the highest responsible proposer is not a certified small business or microbusiness, 5% of the highest scoring bids will be added to the total "earned" points for each bid submitted by a certified small business. These final numbers, with the 5% included, are then used to determine the highest scoring bid.

- b) DVBE Incentive

For this RFP, we are offering progressive incentives when a proposing firm selects a California-Certified DVBE as a subcontractor to provide services in support of the overall contract effort. The DVBE Incentive Program gives a contractor an opportunity to improve their bid status based on the efforts attained from the DVBE participation and only applied during the bid evaluation process.

Confirmed DVBE Participation of:	Incentive Amount
5% & Over	5 points
4%	4 points
3%	3 points

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

A complete proposal or proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or “X” next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should also be returned with your proposal package.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Proposal/Proposer Certification Sheet
_____ Attachment 3	Cost Sheet – The proposal must be transmitted in a sealed Envelope in accordance with the RFP instructions.
_____ Attachment 4	Proposer References
_____ Attachment 5	Disabled Veteran Business Participation Forms and Instructions.
_____ Attachment 6	Payee Data Record STD.204 (if currently not on file. The Payee Data Record form can be found on the Internet at: http://www.dgs.ca.gov/ofam/Forms.aspx)
_____ Attachment 7	Contractor Certification Clauses (CCC 4/2017). The CCC can be found on the Internet at: http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx
_____ Attachment 8	Target Area Contract Preference Act (TACPA). ¹
_____ Attachment 9	Enterprise Zone Act (EZA). ²
_____ Attachment 10	Local Agency Military Base Recovery Area (LAMBRA) Act. ³

¹ If applicable.

² If applicable.

³ If applicable.

ATTACHMENT 2

PROPOSAL/PROPOSER CERTIFICATION SHEET

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

Do not return Attachment 5 “Sample Agreement”

A. Our all-inclusive cost proposal is submitted in a sealed envelope marked “**Cost Proposal – Do Not Open.**”

B. Place all required attachments behind this certification sheet.

C. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals if goals are included.

D. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

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

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

Completion Instructions for Proposal/Proposer Certification Sheet

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

Item Numbers	Instructions
1, 2, 2a, 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 is a partnership.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11 12, 13,	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified as one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSDS.

ATTACHMENT 3

SAMPLE COST PROPOSAL WORKSHEET

DIRECT LABOR	HOURS	RATE	TOTAL
Program Manager	_____ @	_____	_____
Staff Assistant	_____ @	_____	_____
			\$ _____
SUBCONTRACTOR(S) COST ITEMIZED			\$ _____
INDIRECT COSTS (OVERHEAD AND FRINGE BENEFITS)			
Overhead Rate		_____	_____
Fringe Benefits		_____	_____
			\$ _____
DIRECT COSTS (EXCEPT LABOR)			
Other Direct Costs (Itemized)		_____	
			\$ _____
TOTAL COSTS			\$ _____

ATTACHMENT 4

PROPOSER REFERENCES

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

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

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

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

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

ATTACHMENT 5

SAMPLE OF PROPOSED CONTRACT

Note: The following 7 number of pages represent a sample of the contract that will be awarded, if any, from this RFP. Please review it carefully and present any questions in writing to the Contract Officer identified for this RFP.

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD.213 (NEW 02/98)

AGREEMENT NUMBER
CONTRACT REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:
STATE AGENCY'S NAME _____

CONTRACTOR'S NAME _____

2. The term of this Agreement is: _____

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	Page(s)
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Exhibit B – Budget Detail and Payment Provision	Page(s)
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Exhibit C* – General Terms and Conditions	GTC 4/2017
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Check mark one item below as Exhibit D:	Page(s)
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Exhibit D – Special Terms and Conditions (attached hereto as part of this agreement)

Exhibit D* – Special Terms and Conditions

Items shown with an Asterisk () are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>*

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

CONTRACTOR

CALIFORNIA
Department of General Services
Use only

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

BY (Authorized Signature)

DATE SIGNED _____

PRINTED NAME AND TITLE OF PERSON SIGNING _____

ADDRESS _____

STATE OF CALIFORNIA

AGENCY NAME _____

BY (Authorized Signature)

DATE SIGNED _____

PRINTED NAME AND TITLE OF PERSON SIGNING _____

ADDRESS _____

Exempt per _____

State Lands Commission, 100 Howe Ave., Suite 100 South, Sacramento, CA 95825

NATIVE AMERICAN HERITAGE COMMISSION

1550 Harbor Blvd., Suite 100
 West Sacramento, CA 95691
 (916) 373-3716
 Fax (916) 373-5471



Terrie L. Robinson, General Counsel
 Terrie.Robinson@nahc.ca.gov

EXHIBIT A**SCOPE OF WORK**

1. Services – Contractor agrees to provide all labor, equipment, transportation, supplies, materials necessary to complete the services described in the Native American Heritage Commission's solicitation, Request for Proposal, Bid Log Number 2018-[XX], entitled "Native American Heritage Commission CalNAGPRA Consultant" which is hereby incorporated by reference and made a part of this Agreement.
2. The parts of this agreement are complementary and describe and provide for the completion of the work specified herein; no document or communication passing between the parties hereto shall be deemed a part of this agreement.
3. Conflict – Any inconsistency in this Agreement, unless otherwise provided herein, shall be resolved by giving precedence in the following order: (a) Standard Agreement; (b) Scope of Work to be Performed.

No document or communication passing between the parties hereto shall be deemed a part of this Agreement unless expressly identified as being a part of it.

4. Responsibilities of Project Managers – The Project Managers shall be the day-to-day representative for the administration of this Agreement. Except as otherwise expressly provided, all communications relative to this Agreement shall be given to the Project Managers assigned to this project. The State Project Manager shall have the right to change its Project Manager upon written notice to the Contractor. Contractor shall change its Project Manager only upon prior written approval from the State Project Manager.

The Project Managers during the term of this Agreement will be:

Native American Heritage Commission

Name:
 Phone:
 Fax:
 E-mail:

Contractor

Name:
 Phone:
 Fax:
 E-mail:

5. Direct all Agreement inquiries to:

California State Lands Commission

Name:
 Phone:
 Fax:
 E-mail:

Contractor

Name:
 Phone:
 Fax:
 E-mail:

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment – 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 herein, which is attached hereto and made a part of this Agreement.

Payments shall be made to the Contractor monthly and only upon verification of delivery or completion of predetermined milestones. With respect to the payment, a report shall be prepared by the Contractor in sufficient scope and detail to define actual progress of the work and specific milestones completed, including a description of the activities of the Contractor and subcontractors; a description of the problems encountered; the status of various tasks underway; and up-to-date planning and milestone schedule; a statement of tasks and milestones completed; and a statement of funds budgeted and expended to date for each task including identification of personnel used with time, compensation, and expenses paid or payable to each worker by the Contractor, material purchased and any other costs incurred during the payment period.

Invoices shall include the Agreement Number and be submitted in triplicate in arrears to:

California State Lands Commission
100 Howe Avenue, Suite 100 South
Sacramento, CA 95825-8202
Attn.: Contracts Officer

2. Budget Contingency Clause: It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for this Contract, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause: Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).

EXHIBIT C

GENERAL TERMS AND CONDITIONS

The General Terms and Conditions, GTC 4/2017 can be viewed at
<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Effective Date – The effective date of this Agreement is either the start date specified in Paragraph 2 of the Standard Agreement or the approval date by the Department of General Services, whichever is later. No work shall commence until the effective date.
2. Amendments – Amendment to this Agreement may be proposed by either party and shall be effected by issuance of a written instrument executed by both parties. The Agreement price may be equitably adjusted to reflect any additional costs or new savings resulting from such amendment(s).
3. Settlement of Disputes – In the event of a dispute, Contractor shall file a “Notice of Dispute” with the **California State Lands Commission**, within ten (10) days of discovery of the problem. Within ten (10) days, the Executive Officer or her designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Executive Officer or her designee shall be final.
4. Evaluation of Contractor – Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet, Std. 4 and maintained in the Agreement file for consultant Agreements. A copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and the Contract amount is over \$5,000.00.
5. Contract Performance – All performance under the Agreement shall be completed on or before the termination date of the Agreement.
6. Release of Information by Contractor – No reports, information, discoveries, or data obtained, assembled, developed, or obtained by the Contractor pursuant to this Agreement shall be released, made available to any person, or used in any manner by the Contractor in other activities without prior written approval of the Commission.
7. Copyrights – Unless expressly agreed to in writing, the NAHC is to retain ownership of all original material resulting from this Agreement.

No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor or his subcontractor without the express authority of the NAHC. The State shall have unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, or other materials prepared under this Agreement.

8. Validity – The invalidity in whole or in part of any provision of this Agreement shall not void or effect the validity of any other provision of this Agreement.
9. Conflict with Existing Law – The Contractor and NAHC agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of this Agreement shall remain in full

force and effect. Either party having knowledge of such terms or provision shall promptly inform the other of the presumed no applicability of such provision. Should the offending provision go to the heart of this Agreement, this Agreement shall be terminated in a manner commensurate with the interest of both parties, to the maximum extent reasonable.

10. Licenses and Permits – The Contractor warrants that it is an individual or firm licensed to do business in California and has obtained, at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.
11. Power and Authority – Contractor represents and warrants that it has the power and authority to enter into this Agreement and carry out its obligations hereunder. The execution of this Agreement has been duly authorized by Contractor and no other proceeding on the part of Contractor is necessary to authorize this Agreement.
12. Signature Authorization – The person signing this Agreement warrants that he/she is an agent of Contractor and is duly authorized to enter into this Agreement on behalf of Contractor.