

State of California

Request For Bid RESD-52 – REVISED 12/21/04

Real Estate Asset and Portfolio Management Consultant Services

Department of General Services

Issued By:

State of California
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SECTION I – OVERVIEW OF THIS PROCUREMENT

NOTICE: To eliminate conflicts of interest, or the potential for conflicts, the successful Bidder for this RFP, or any of its affiliated companies, as determined at the sole discretion of the State, shall not, during this contract, or any optional extensions thereof, contract with the State for any real estate services directly or indirectly resulting from the advice or recommendations provided as part of this contract. Prohibited contract activities include, but are not limited to, property management, office and warehouse leasing, and entitlement, land purchase and land sales, or leasing brokerage.

The term “Bid” shall also mean “Proposal” and/or “Cost Sheets”.

A. Program Overview

1. Background

The State of California owns and leases real property assets used for diverse public purposes, including, but not limited to, university campuses, highways, parks, correctional facilities, flood control levies, water storage and conveyance facilities, mental health hospitals, developmental centers, veterans’ homes, owned and leased telecommunication sites, armories, State fairgrounds, fire stations, forensic laboratories, and office buildings. These assets include:

- 33 university campuses encompassing 6,300 buildings and 69 million square feet of structural space;
- 50,000 lane-miles of highways and 12,000 bridges;
- 33 adult prisons, nine institutions for youthful offenders, and four correctional hospitals;
- 11 forensic laboratories and one DNA laboratory;
- Two public health laboratories;
- 238 forest fire stations and 28 air attack and helitack bases;
- 277 park units covering nearly 1.5 million acres, and 228 wildlife preserves encompassing approximately one million acres;
- 210 Department of Motor Vehicle and 139 Highway Patrol offices;
- 32 million square feet of leased and owned office space managed by the Department of General Services, and millions more square feet managed by other State entities;
- Four mental health hospitals with more than four million square feet of facilities and five developmental centers with approximately five million square feet of space.

These real property assets are the infrastructure necessary to carry out the services, activities, and programs that California provides to its citizens and visitors, and those

programmatic needs drive California's investment in and management of real property assets. California's inventory of real property assets is collectively valued in the hundreds of billions of dollars, and includes priceless parcels of California's breathtaking natural resources, which must be protected for this and all future generations. California State Government is entrusted with managing the entirety of this asset inventory in a way that maximizes the public benefits without unnecessary expense;

This responsibility for management and efficient stewardship includes ensuring proper utilization and maintenance of the assets, acting judiciously to increase the holdings in the inventory as necessary to meet increased needs for services to the public, and acting prudently to decrease the inventory when assets are surplus to the needs of serving the public.

Currently, California's real property asset management structure is spread across more than 40 boards, conservancies, commissions, and departments that acquire, trade, develop, and dispose of real property assets for various State programs. In light of this decentralized asset management structure, California's decision-making process regarding the utilization of real property assets lacks Statewide coordination, with nearly a hundred board members and department directors who govern the decisions regarding what property is added to and deleted from California's asset inventory. In addition, there is currently no one set of laws, policies, or processes that comprehensively governs and coordinates the activities affecting California's asset inventory. However, it is understood at the State level that all properties purchased with funds derived from, or secured by, any tax or fee revenue are owned by the State of California, and are to be managed to benefit the citizens of California with the entities that have jurisdiction over these assets acting as stewards of the State's property for the people of California.

This disjointed system of real property asset management is deficient because it:

- Hinders Statewide strategic planning;
- Inhibits the use of a consistent approach to determine whether the acquisition of a real property asset has a clearly identifiable public purpose and benefit;
- Inhibits the use of a consistent approach to determine whether the utilization of a real property asset meets Statewide programmatic needs;
- Inhibits efforts to set coordinated Statewide priorities for spending on real property assets;
- Inhibits the State's ability to adequately maintain its real property assets;
- Leads to inconsistent and inequitable operational costs paid from departmental budgets for the use of real property assets;
- Allows some decisions to escape proper due diligence reviews and thereby increases the risk that the State will acquire low priority properties or properties with undiscovered costs and liabilities;

- Leads to inconsistent State policies in dealing with the public and other governments in real estate transactions;
- Contributes to an inefficient use of resources to manage, maintain, and govern California's real property assets;
- Has prevented the creation of a single system for accurately listing and tracking all of California's assets.

B. Purpose

The purpose of this Request for Proposal (RFP) is to solicit Bids from Contractors to develop and assist with implementation of a strategic real property asset portfolio management plan in support of the Governor's Executive Order S-10-04.

This procurement is being conducted under the provisions of Public Contract Code §10335 et seq. Responses to this RFP will be evaluated based on specific criteria and award made in accordance with the selection criteria as described herein.

Bidders should carefully read the RFP in its entirety, and particularly, to be sure that they understand the evaluation process. This procurement is being conducted in compliance with the Americans with Disabilities Act (ADA), as explained in the ADA Compliance Policy Appendix. Any questions or requests pertaining to this compliance may be referred to the Procurement Official identified in this RFP.

Issuance of this RFP in no way constitutes a commitment by the State of California to award a contract. The State reserves the right to reject any or all Bids received if the State determines that it is in the State's best interest to do so. The State may reject any Bid that does not meet all of the mandatory requirements of this RFP, is conditional, or is incomplete.

C. Bidder Admonishment

Prospective Bidders are reminded that it is their responsibility to:

- Read carefully all the contents of this RFP.
- Ask for clarification in a timely manner.
- Address all requirements and follow all procedures of this RFP.
- Inform the State of problems with RFP specifications.
- Submit all responses by the required dates and times.
- Be fully aware of and familiar with the contents of the Bidder's Library.

D. Rules of Procurement

1. Identification and Classification of RFP Requirements

a. Mandatory Requirements:

The State has established certain requirements with respect to Bid submittals. The use of “shall,” “must,” or “will” (except to indicate simple futurity) in the RFP indicates a requirement or condition which must be met. The State at its own discretion, reserves the right to waive a mandatory requirement if the State determines the requirement is not material.

A deviation from a requirement is material if the deficient response:

- 1) Is not in substantial accord with the RFP requirements.
- 2) Provides an advantage to one Bidder over other Bidders.
- 3) Has a potentially significant effect on:
 - i. the delivery, quantity, or quality of items proposed,
 - ii. the amount paid to the Bidder, or
 - iii. the cost to the State.

Material deviations cannot be waived.

b. Desirable Items:

The words “should” or “may” in this RFP indicate desirable attributes or conditions that are non-mandatory in nature. Deviation from, or omission of such a desirable feature, even if material, will not in itself cause rejection of the Bid.

2. Bidding Requirements and Conditions

a. General:

A Bidder's Bid is an irrevocable offer for 120 days following the scheduled date for Contract Award specified in the Key Action Dates. A Bidder may extend the offer in the event of a delay of Contract Award.

The State reserves the right to modify or cancel this RFP, at any time, up to the contract execution date in whole or in part.

b. RFP Documents:

In addition to an explanation of the State's needs that must be met, this RFP includes instructions that prescribe the format and content of Bids to be submitted.

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Bidder shall immediately notify the State of such error in writing and request clarification or modification of the document. Modifications will be made by addenda issued pursuant to this RFP. The State shall give such clarifications, by written notice, to all parties who have expressed an interest in participation, without divulging the source of the request for clarification.

If the RFP contains an error known to the Bidder, or an error that reasonably should have been known, the Bidder shall bid at its own risk. If the Bidder fails to notify the State of the error prior to the date fixed for submission of Bids, and is awarded the contract, the Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

c. Questions Regarding the RFP:

Bidders requiring clarification of the intent or content of this RFP or on procedural matters regarding the procurement process may request clarification by submitting questions via email with the subject line titled, "Questions Relating to RFP RESD-52" to the Contract Analyst in the RFP. To ensure a response prior to the submission of Bids, questions must be received in writing by the scheduled date given in the Key Action Dates specified in this RFP. Question and answer sets will be provided to all Bidders without identifying the submitters.

d. Contract Language Changes:

Contract language changes are not acceptable to the State. The State shall reject any bid when any change is made to the contract terms.

e. Addenda:

The State may modify this RFP until the contract execution date, by issuance of an addendum to all parties who are participating in the bidding process at the time the addendum is issued. Addenda will be numbered consecutively. If the Bidder determines that the addendum unnecessarily restricts their ability to bid, the Bidder is allowed three (3) working days from the date the Addendum is issued to submit a protest of the requirements.

f. Performance and Bid Bonds or Security Documents:

Performance Bond for \$100,000: Upon award the Contractor shall provide a faithful Performance Bond from an admitted Surety Insurer for the services specified in this RFP from the Bidder. The Performance Bond shall be for \$100,000. Cost of premium shall be included in the bid as overhead.

Bid Bond for \$50,000: All monetary cost Bids shall be accompanied by the following forms of bidder's security: Bidder's Bond, cashier's check, certified check or cash. Bidder's Bond shall be executed by an admitted surety insurer, authorized to issue surety bonds in the State of California. Bond and checks shall be made payable to the Director of the Department of General Services. The security shall be in an amount equal to \$50,000. A monetary cost Bid shall not be considered responsive unless one of the forms of bidder's security is enclosed with it. If Bidder's security is a Bidder's Bond, it must be executed on the Bidder's Bond Form (**EXHIBIT O**), and must be enclosed in Envelope 1 of the Bid.

g. Errors in Bids:

An error in the Bid may cause the rejection of that Bid; however, the State, at its sole option, may retain the Bid and make certain corrections. In determining if a correction will be made, the State will consider the conformance of the Bid to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP.

If the Bidder's intent is clearly established based on review of the complete Bid submittal, the State, at its sole option, may correct an error based on that established intent.

The State, at its sole option, may correct obvious clerical errors.

The State, at its sole option, may correct errors of omission, and in the following four situations, the State will take the indicated actions if the Bidder's intent is not clearly established by the complete Bid submittal:

- 1) If an item is described in the narrative and omitted from the contract, and cost data provided in the Bid for evaluation purposes, it will be interpreted to mean that the Bidder at not cost, will provide the item.
- 2) If a minor item is not mentioned at all in the Bid and is essential to satisfactory performance, the Bid will be interpreted to mean that the item will be provided at no cost.
- 3) If a major item is not mentioned at all in the Bid, the Bid will be interpreted to mean that the Bidder does not intend to supply that item and the bid will be rejected.
- 4) If a major item is omitted, and the omission is not discovered until after Contract Award, the Bidder shall be required to supply that item at no cost.

The Cost Proposal and Extra Services Rates are to include and cover all taxes, travel, the furnishing of all materials, and performing of all the labor and providing of all necessary services; also the performance and completion of all the work in the manner set forth, described and shown herein and in the Bidder's proposal.

If the re-computations or interpretations, as applied in accordance with this section result in significant changes in the amount of money to be paid to the Bidder (if awarded the contract) or in a requirement of the Bidder to supply a major item at no cost, the Bidder will be given the opportunity to promptly establish the grounds legally justifying relief from its Bid.

It is absolutely essential that Bidders carefully review the cost elements in their Bid, since they will not have the option to change them after the time for submittal.

3. Bidding Steps

The bidding process comprises the following major steps:

- Letter of Interest
- Mandatory Bidders Conference
- Bid submitted with dollar information
- Bidder Interviews
- Notification of Intent to Award.
- 5-Day Posting Period
- Contract Award
- Debriefing

a. Letter of Interest:

Firms that want to participate in this procurement process should submit a Letter of Interest on this procurement to receive additional information. Only those firms submitting a Letter of Interest will automatically receive additional correspondence regarding this procurement such as an amended RFP.

The letter should identify the Contact Person for the solicitation process, plus include a phone and fax number and e-mail address. There is to be only one (1) Contact Person during the process. Information related to a Bidder will only be given to the designated Contact Person. It shall be the Bidder's responsibility to immediately notify the Contract Analyst, in writing, about any change pertaining to the designated Contact Person.

b. Mandatory Bidder's Conference:

The Project Manager will be conducting a Mandatory Bidder's Conference as indicated in the Key Action Dates. The purpose of the Conference is to discuss questions presented by the intended Bidders, as well as for the State to provide additional information, clarification and instruction that pertains to this procurement. The State will not be responsible for information not received at the Bidder's Conference due to a firm's lack of attendance. Verbal information provided during the course of this RFP shall not be legally binding on either the Bidder or the State. All questions must be submitted in writing to the State's Contract Analyst. Questions will be answered via a written Addendum, and distributed to all prospective Bidders.

c. Joint Bids:

If a Bidder is bidding as a "Joint Venture" or a "Strategic Alliance" along with another firm, legal documentation must be included with Bidder's proposal showing the legitimate collaboration with the other firm. Both firms must attend the Mandatory Bidder's Conference. If it is determined that the association is lawful, either company may take responsibility for securing bonds. Both parties must be jointly and severally responsible and sign the bid proposal documents, and both parties must sign the final contract agreement. The Joint Venture must assign one main point of contact.

d. Bid Submittal:

Bids must be delivered to the State by the date and time specified in the Key Action Dates. The State evaluates and scores the Bid.

Only those Bidders whose proposals are without material deviations to the requirements set forth herein, and which score 100 points out of the possible 120 points prior to the interview, will be permitted to interview. All other Bids will be rejected at this time. After the interviews the cost bid portions of the Bid will be opened and evaluated.

Bids not received by the dates and times specified in the Key Action Dates will be rejected.

The Bidder must mail or deliver Bids to the Contract Analyst listed below:

**Attention: Lynne Garrett, Contract Analyst
Department of General Services
Real Estate Services Division
Contract Management Section, 707 Third Street, Suite 2-350
West Sacramento, CA 95605**

Bids not received in this office by **February 8, 2005 at 2:00 p.m.** will be rejected.

e. Interview/Presentation (Maximum 10 points)

As indicated in the Key Action Dates, the State is requiring a scoreable Interview/ Presentation with each Bidder's Project Team. The purpose of the Interview/ Presentation is to obtain and discuss the following:

Interview Criteria	Possible Points
Demonstrated competence and specialized experience of the firm and its team.	2
Nature and quality of completed work.	2
Reliability of firm and continuity of proposed firm's staff and sub-contractors with firm.	2
Firm's workload and demonstrated ability to meet schedules.	2
Overview of Bid and discussion of its ability to meet California's unique needs and issues.	2

f. Notification of Intent to Award:

Bidders will be notified via fax of the selected Bidder prior to Contract Award. All Bidders will be provided written notification of their Bid score, and the results of the Bid will be publicly posted at:

Department of General Services
Real Estate Services Division
Contract Management Section
707 Third Street, Suite 2-350
West Sacramento, CA 95605

g. Protest:

Notice of the proposed award shall be posted in a public place in the office of Department of General Services, Real Estate Services Division, Contract Management Section, 707 3rd Street, Suite 2-350, West Sacramento, CA. The notice will also be faxed to all Bidders to this RFP. If any Bidder, prior to the award of agreement, files a protest with the Department of General Services, Real Estate Services Division, and the Department of General Services, Office of Legal Services, 707 3rd Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) Bidder 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.

Within five (5) days after filing the initial protest, the protesting Bidder shall file a detailed Statement specifying the grounds of the protest with both of the entities below:

Department of General Services Office of Legal Services 707 3 rd Street, 7 th Floor West Sacramento, CA 95605	Department of General Services Real Estate Services Division BOPP – Contract Management Section 707 3 rd Street, Suite 2-350 West Sacramento, CA 95605 Attn: Lynne Garrett, Contract Analyst FAX: (916) 376-1779
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Upon resolution of the protest, if any, and award of the contract, Contractor must complete and submit to the Contract Analyst, 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 Section 18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to the Contract Analyst.

Upon resolution of the protest, if any, and award of the contract, Contractor must sign and submit to the Contract Analyst, *page one (1)* of the Contractor Certification Clauses (CCC 304), which can be found on the Internet at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

h. Contract Award:

Award of contract, if made, will be in accordance with all preferences to a responsible and responsive Bidder who submitted a Bid which complies with all the requirements of the RFP documents, and any addenda thereto, except for such immaterial defects as may be waived by the State. Contract Award will be made after all project funding is secured and all required contract signatures are obtained.

i. Debriefing:

A debriefing may be held after Contract Award at the request of any Bidder, for the purpose of receiving specific information concerning the evaluation of its Bid. Information provided in the debriefing discussion will be based primarily on the evaluations of the Bidder's Bid. A debriefing is not the forum for challenging the RFP specifications or requirements, or the State's evaluation.

4. Withdrawal and Resubmission/Modification of Bid

The withdrawal of any Bid must be made in writing prior to the Bid submission date and time, and must be signed by an authorized Bidder representative.

An oral request to withdraw a Bid, including an oral request by telephone, is not acceptable.

The Bidder may thereafter submit a new or modified Bid prior to the Bid submission date and time.

5. Delivery of Bids

The Bidder must submit Bids by the dates and times specified in the Key Action Dates contained in this RFP. If mailed, Bids must be received on or before the specified dates and time.

Bids not received by the dates and times specified in the Key Action Dates will be rejected.

The Bidder must mail or deliver Bids to the Contract Analyst listed below:

**Attention: Lynne Garrett, Contract Analyst
Department of General Services
Real Estate Services Division
Contract Management Section
707 Third Street, Suite 2-350
West Sacramento, CA 95605**

Bids not received in this office by **February 8, 2005 at 2:00 p.m.** will be rejected.

Bids must be received in the number of copies Stated in the RFP.

As required in the RFP for Submission of Costs, all cost data for the Bid must be submitted under separate, sealed cover and be clearly marked "Cost Data." If cost data is not submitted in this manner, the Bid may be rejected.

If discrepancies are found between two (2) or more copies of the Bid, the Bid may be rejected. However, if not so rejected, the Master Copy will provide the basis for resolving such discrepancies. If one (1) copy of the Bid is not clearly marked "Master Copy," the State, at its sole option, may reject the Bid or, immediately after Bid opening, select one (1) copy to be used as the Master Copy.

The outside envelope(s) or box(es) must be clearly labeled as follows:

BID ENCLOSED -- DO NOT OPEN UNTIL AFTER February 8, 2005 at 2:00 p.m.
Project: RESD-52

6. Rejection of Bids

The State may reject any or all Bids and may waive any immaterial deviation or defect in a Bid. The State's waiver of any immaterial deviation or defect shall in no way modify the RFP documents or excuse the Bidder from full compliance with the RFP specifications if awarded the contract.

E. General Terms and Conditions

The General Terms and Conditions have been set for this procurement by the State of California. DGS anticipates that there will not be any changes to the language during the bid term. The Bidder may view or download the current General Terms and Conditions (GTC 304) at:

[HTTP://WWW.OLS.DGS.CA.GOV/STANDARD+LANGUAGE/DEFAULT.HTM](http://www.ols.dgs.ca.gov/STANDARD+LANGUAGE/DEFAULT.HTM)

The Standard Agreement contract will include the following:

Standard Agreement (face sheet) - Form Number Std. 213

Performance Bond

Exhibit A: - Statement of Work

Exhibit B: - Budget Detail and Payment Provision

Exhibit C: - General Terms & Conditions <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

Exhibit D: - Special Terms and Conditions

Exhibit E: - Cost Sheets 1 & 2

Exhibit F: - Key Personnel Resumes

Exhibit G: - Contractor's Proposal

F. Availability

The selected Bidder must be able to meet the requirements of this RFP and be available to begin work on Contract execution date.

G. Contract Analyst

The contact for submitting Bids, questions, and related items is:

Lynne Garrett, Contract Analyst
Department of General Services
Real Estate Services Division
Contract Management Section
707 Third Street, Suite 2-350
West Sacramento, CA 95605
Voice: (916) 376-1761
FAX: (916) 376-1779
email: lgarrett@dgs.ca.gov

H. Key Action Dates

Table 1 lists the major milestones for this procurement.

	Table 1 - Key Action Dates	Date
1	Release RFP.	11/22/04
2	Letter of Interest.	11/29/04
3	Mandatory Bidder's Conference (10:00 a.m. – 12:00 p.m.).	12/07/04
4	Last day to submit written questions before Proposals are due.	1/18/05
5	Proposals and Cost Sheets due (by 2:00 p.m.)	2/08/05
6	Interview of Finalists.	2/22/05 - 3/08/05
7	Sealed Cost Proposal opening.	3/10/05
8	Notice of Intent to Award.	3/11/05
9	Contract Award.	3/21/05

The dates for the Cost Bid opening and the Notice of Intent to Award, are subject to change by the State. The date for the Contract Award is approximate and subject to change by the State without notice.

END OF SECTION I

SECTION II – BID REQUIREMENTS AND STATEMENT OF WORK

A. Bid Requirements

The Bidder must include verbatim, in its Bid, all requirements in Section II and all elements (tables, figures, etc.) of each requirement. The Bidder must indicate its compliance with each requirement of this procurement by placing a check mark next to “yes” in the box provided with the requirement. Bidding preferences are required to be checked only if claimed. If any requirement has a “no” response, if deemed to be material, the Bidder will be disqualified.

All requirements specified in the Statement of Work, Section C, Item 1, contained in this RFP, are Mandatory, and must be completed and accepted by the State within the first 180 calendar days after the award of the contract. Failure to respond to a requirement in Section II, Item E. may cause the Bid to be rejected.

1. Request for Additional Information Notice

If, during the evaluation process, the State is unable to assure itself of the Bidder’s ability to perform under the contract if awarded, the State has the option of requesting from the Bidder, or any other source, any financial or past performance information that the State deems necessary to determine the Bidder’s ability to perform. As an example: a request for a Dunn and Bradstreet Report or the Bidder’s Annual Audited Financial Report may be requested. If such information is required from the Bidder, the Bidder will be so notified and will be permitted three (3) working days to submit the information.

If the information submitted by the Bidder, or available from other sources is insufficient to satisfy the State as to the Bidder’s ability to perform, the State may ask for additional information or reject the Bid. The State’s determination of the Bidder’s ability to perform, for the purpose of this RFP, shall be final.

Bidder agrees to the above requirement? YES _____ NO _____

2. Notice Regarding Bidding Preferences

The following provisions address various bidding preferences. They may be a factor in determining the winning Bidder.

a. Small Business Preference:

A five percent (5%) small business preference will be granted to Bidders certified as “Small Business” in accordance with Section 1896 et. Seq., Title 2, California Code of Regulations (CCR).

If the Bidder is not already a Certified Small Business, applications for certification as “Small Business” must be submitted to the Office of Small Business and DVBE Certification (OSDC), 707 3rd Street, First Floor, Suite 1-400, West Sacramento, CA 95605; website: <http://www.pd.dgs.ca.gov/smbus>

Submit a copy of your OSDC certification letter with your Bid.

Pursuant to CCR 1896.14, in order to receive the small business preference, Bidders must have a completed application (including proof of annual receipts) on file with the OSDC. The Bidder must have requested a preference from OSDC and meet all applicable requirements under the subchapter and the State Small Business Procurement and Contract Act, (including but not limited to evidence to rebut presumptions) not later than five o'clock (5:00 p.m.) on the date on which the subject bid is opened.

Non-Small Business:

The application of the five percent (5%) small business bidding preference is now extended to a bidder, whose business is not certified as a small business, but commits to subcontracting at least twenty-five percent (25%) of its net bid price to businesses that are California certified small businesses and/or microbusinesses.

When applicable this preference will be granted when the non-small business:

- Has been determined to be a responsible bidder and submitted a timely responsive bid
- Identifies that he/she commits to subcontract with for a commercially useful function in the performance of the project and submits this document no later than forty-eight (48) hours after the bid opening date. If bidder fails to show documentation of this fact, the claim for non-small business preference will be denied.

b. Substitution of Small Business Subcontractors or Suppliers:

After award of a contract based in part on the application of the Non-Small Business Subcontractor preference, the Contractor must use the small business subcontractor(s) and/or supplier(s) proposed in its Bid to the State, unless a substitution is requested in writing to the awarding department and the awarding department approves the substitution in writing prior to the commencement of any work. The substitution request must include at least the following:

- An explanation of the reason for the substitution

The Contractor must substitute a small business with another small business. However, if the small business substitution cannot occur, the Contractor must include a written justification and the steps that were taken to try to acquire a new small business subcontractor and how that portion of the contract will be fulfilled.

A description of the work to be performed, identified both as a task(s) and as a dollar amount or percentage of the overall contract that the substituted business will perform. The substituted business(es), if approved, shall be required to perform a commercially useful function in the contract pursuant to CCR [§ 1896.6](#).

c. Preference Programs

The State's standard contract language for the Preference Programs can be found at the websites listed below:

1. Small Business Enterprise (SBE) www.smbus.dgs.ca.gov/program.htm
2. Target Area Contract Preference Act (TACPA) - www.osp.dgs.ca.gov/tacpa/program.htm

For the Std. 830 form, click here: <http://www.documents.dgs.ca.gov/osp/pdf/std830.pdf>

3. Local Agency Military Base Recovery Area (LAMBRA) Act –
www.osmb.dgs.ca.gov/labra/program.htm

For the Std. 832 Form, go to: www.documents.dgs.ca.gov/osp/pdf/std832.pdf

4. Enterprise Zone Act (EZA) – www.osmb.dgs.ca.gov/eza/program/htm

For the Std. 831 Form, go to: www.documents.dgs.ca.gov/osp/pdf/std831.pdf

3. Contractor Responsibility

Prior to award of the contract, the State must be assured that the selected Contractor has all of the resources to successfully perform under the contract. This includes, but is not limited to:

- Personnel in the numbers and with the skills and experience required.
- Financial resources sufficient to complete performance under the contract.

If, prior to award, the State is unable to assure itself of the proposed Contractor's ability to perform under the contract, if awarded, the State has the option of requesting from the proposed Contractor any information that the State deems necessary to determine the proposed Contractor's responsibility. If such information is required from the proposed Contractor, the proposed Contractor will be so notified and will be permitted approximately three (3) working days to submit the information requested.

If the information submitted by the proposed Contractor, or available from other sources is insufficient to satisfy the State as to the proposed Contractor's contractual responsibility, the State may ask for additional information or reject the bid and select the bid with the next highest score from a responsible Bidder. The State's determination of the proposed Contractor's responsibility, for the purposes of this RFP, shall be final.

If any of the information subsequently submitted by the Bidder is identified as confidential and not required to be maintained as a public record, it shall be treated as such by the State and returned when the Bidder's responsibility has been determined.

Bidder agrees to the above requirement? YES_____ NO_____

B. Contract Requirements:

1. Contract Term

The term of the Contract resulting from this RFP will be one (1) year from the Contract execution date. At the State's option, the contract may be extended for up to four (4), one-year periods, at the same terms and conditions.

2. Executive Committee – Dispute Resolution

After award of the contract and during the course of the contract, should the Contractor, Project Manager and the State Project Manager not be able to agree on a resolution to a dispute, the Contractor and the State agree to raise the issue to an Executive Committee prior to the assertion of rights under the Contract's dispute provisions. The Executive Committee shall consist of:

- DGS Director or designee
- RESD Deputy or designee
- RESD Chief, Asset Planning and Enhancement Branch or designee
- Senior representative from the Contractor's firm, who is at least two (2) reporting levels above the Contractor's Project Manager, or the designees or successors thereof.

The Executive Committee will be convened and the dispute resolved within five (5) business days from the date that the Executive Committee is convened. The Contractor, Project Manager or the State Project Manager may request the Executive Committee to convene, and the committee will convene in person or by telephone within three (3) business days of such a request. The Executive Committee will use whatever resources it deems necessary to seek a rapid and just resolution to every issue. If resolution cannot be reached at the Executive Committee level within the time frame prescribed above, either party may assert its other rights and remedies as provided by the Contract.

3. Unspecified Travel Costs

Travel costs that are not specifically required in this RFP will not be reimbursed by the State. If the Bidder anticipates needing to travel to meet the requirements of this RFP, it is responsible for making sure its Bid amount covers its needs and all costs including, but not limited to, travel lodging and associated expenses in meeting the requirements.

4. Extra Services

The Contractor will follow a Task Order process for any work activities not included in the Statement of Work for this RFP. The Task Order process is described in the Contract. Compensation for Extra Services via a Task Order, shall be based on the "hourly labor rates," listed in Bidder's Cost Sheet # 2.

5. Contractor Staff Location

The Contractor's Project Manager is required to work on-site at 707 3rd Street, West Sacramento, CA, until the scope of work is complete and accepted. Other Contractor personnel will be required to work on-site at various State Agency locations as necessary to meet the Contractor's goals and as needed and determined by the State. The DGS will provide the Contractor with working facilities for up to four (4) individuals and network connectivity necessary for its performance under this contract. The Contractor will work Monday to Friday, between the hours of 7:00am and 6:00pm, unless otherwise arranged with the State Project Manager, in writing.

6. Sub-Contractor Changes

The Bidder shall not change Sub-Contractor(s) if such changes conflict with the work to be performed under this contract. The State recognizes that changes to Sub-Contractor(s) may be necessary and in the best interests of the State; however, the State must approve any changes to the Sub-Contractor(s). This process typically takes about seven (7) days. Refer to Section II, A, 2, b): "Substitution of Small Business Subcontractors or Suppliers.

Any sub-contractor replacement personnel proposed during the life of the contract must meet or exceed the skill level and experience that the Contractor proposed and was scored on. The Contractor must supply the State Project Manager with detailed resumes and three (3) corporate references for similar work performed and completed by the Sub-Contractor(s). The State will check all references and approve all resumes.

The State will not compensate the Bidder for any of the Contractor's time or effort to educate or otherwise make the new Sub-Contractor(s) ready to begin work on the contract.

7. Staffing Changes

The Contractor shall not reassign Contractor Key Personnel if such reassignment will conflict with the work the individual is to perform on this contract. The State recognizes that resignation or other events may cause a Contractor team member to no longer be available to the Contractor. If this should occur, the Contractor should be aware that the State Contract Administrator or designee must approve any changes to Contractor Key Personnel to the contract prior to Contractor staff beginning work on the Contract. This also includes substitutions made between submittal of the Bid and actual start of the contract, as well as staffing changes that may be made during the course of the contract.

Any replacement personnel proposed during the life of the contract must meet or exceed the skill level and experience that the Contractor proposed and was scored on. A resume must be submitted for any change in proposed replacement personnel. The State may require an interview.

The State will not compensate the Contractor for any of the Contractor's time or effort to educate or otherwise make the new staff ready to begin work on the Contract.

8. Meetings

The Contractor shall attend weekly meetings with the State, at the State's option, during the performance of the contract. The Contractor shall be responsible for their own expenses to attend these meetings. There shall be no cost to the State.

9. Weekly Progress Reports

The Contractor Project Manager shall prepare and submit Weekly Progress Reports beginning on the second week after Contract Execution through completion of the contract. Progress reports shall address all aspects of the Project Plan and the overall status with respect to the project schedule and shall provide progress information on all completed, ongoing, and planned Contract activities.

Every report should have a current project schedule attached that incorporates planned and actual start and end dates, percentage complete, and dependencies. These reports shall summarize any outstanding issues or obstacles relating to the outcome of the project.

10. Standards for Acceptance of Deliverables

a. Work Standards for the Project:

The Contractor shall use Microsoft Office 2000 and Microsoft Project 1998 in the preparation of all contract correspondence and deliverables. The Contractor is required to establish and maintain compatibility with the State at no cost to the State.

The Contractor shall propose a format for each deliverable and gain State approval prior to deliverable preparation. This approval process shall include submission of a Deliverable Expectation Document (DED) for each deliverable so identified by the Contractor in the Contract Deliverables Table submitted with the Final Project Schedule and approved by the State. The goal for the use of DEDs is to ensure that a common understanding exists between the State and the Contractor regarding the scope and content (depth and breadth) of the deliverable prior to the Contractor beginning work on the deliverable. The complexity of the DED should be proportional to the complexity of the deliverable. The DED will contain at a minimum the following items:

b. Deliverable Objectives.

An outline of the deliverable, e.g., table of contents, sample format, sample pages, and a general description of the information that will be contained in the deliverable.

Deliverable acceptance criteria that is consistent with the requirements of the contract.

Deliverables shall be provided by the scheduled dates for their completion. The Bidder must make available all deliverables electronically and supply five (5) hard copies of each deliverable.

Deliverables shall contain the following certification: "I certify that this deliverable has been prepared in accordance with the relevant terms and conditions of the contract." Deliverables shall be signed as completed by the Contractor Project Manager.

c. State Acceptance of Deliverables:

The State's Project Manager will be responsible for reviewing and approving each deliverable. Each deliverable will require a negotiated State turn-around time to be included in the project schedule. Unless agreed upon otherwise, the State's review time shall not be less than five (5) business days. Should revisions to the document be required by the State, the Contractor will receive written notification of said changes and reflect them in the document within two (2) business days of receiving the changes. The State may, at its discretion, allow a period longer than two (2) business days in consideration of the scope of the change. The Contractor may not change a deliverable that has been accepted by the State without the approval of the State.

d. State Acceptance Shall Be Based upon the Following:

The deliverable must address all components required by the contract and any areas agreed upon subsequently through meetings and planning sessions.

The deliverable must address and be consistent with all components included in the DED as presented to the State and approved by the State in preparation for development of the deliverable, if applicable.

Deliverable documents must be comprehensive in level of detail and quality consistent with the sample pages presented to the State Contract Administrator.

Deliverable documents must be organized in a structured manner and be professional in presentation.

Deliverable documents must be consistent throughout in style and quality. This means that if the document is the composite work of many people within the Contractor's organization, the document must be edited for style and consistency.

C. Statement of Work

The State is interested in obtaining consulting services in support of these primary objectives:

1. Department of General Services Real Property Asset Portfolio (The deliverables listed herein are also part of the Standard Agreement, Std. 213, and must be performed by the Contractor).
 - a. Project Schedule: The Contractor will be required to submit a final Contract Project Schedule to the State for approval within ten (10) State working days after Contract Award. During that 10-day period the State will work with the Contractor in making a smooth conversion from the Proposed Project Schedule to the Contract Project Schedule. The Proposed Project Schedule shall be compatible with Microsoft Project.
 - b. Evaluate the State's Sacramento area leased and owned office space use and estimate the State's office needs over the next three years for the Sacramento area. Identify and evaluate the occupancy costs of State ownership as compared to the occupancy costs of leasing and develop a methodology to determine whether the State should build or lease to meet its needs. Provide recommendations and an implementation plan for the State to meet its projected needs and quantify the costs of the recommendations as compared to the alternatives. Upon notification from the State's Project Manager, Contractor to begin work and be completed within 60 days.
 - c. Develop performance benchmarks for the Department of General Services real property services and the real property within the control and authority of DGS based on industry best practices. Prepare an implementation plan to prioritize and achieve these benchmarks that includes a gap analysis based on DGS current practices in relationship to the industry. Upon notification from the State's Project Manager, Contractor to begin work and be completed within 60 days.
 - d. Perform an opportunity assessment of the Department of General Services significant real property assets as defined by the bidder's model and conduct an operational assessment of the Department of General Services' real estate business processes. Upon notification from the State's Project Manager, Contractor to begin work and be completed within 180 days. At a minimum, this objective shall include:
 - 1) Develop a methodology and implementation plan to reduce operating costs that prioritizes the largest cost reductions first.
 - 2) Develop a methodology and implementation plan to periodically and independently evaluate, and prioritize by potential savings, owned and leased real estate within the authority and control of the Department of General Services to determine if the property is underutilized or surplus and to better use or dispose of the property.

- 3) Analyze the Department of General Services' real estate business processes and develop a plan to prioritize and reengineer these processes to improve service delivery, lower costs and improve asset management, as well as a detailed implementation plan.
 - 4) Specific to DGS, create a comprehensive inventory of the existing statutory and regulatory authorities and current laws and processes that govern the acquisition, use, management and disposal of State real property assets and make recommendations for reform in priority order that lower costs and improve service delivery and asset management.
- e. Evaluate the Department of General Services' Real Estate Services Division organizational structure. Validate the existing structure or recommend modifications to improve efficiency and effectiveness. Prioritize the recommendations and quantify the expected costs and benefits of implementation. Upon notification from the State's Project Manager, Contractor to begin work and be completed within 40 days.
2. Statewide Real Property Asset Portfolio (The deliverables contained in this objective will be at the option of the State, and may be performed once the deliverables in Objective 1 above have been completed and accepted by the State):
- a. On a comprehensive basis, evaluate the State's operations and organizational structures for managing its real property. Validate the existing operations and structures or recommend modifications to improve efficiency and effectiveness. Prioritize the recommendations and quantify the expected costs and benefits of implementation.
 - b. Develop performance benchmarks for State real property services and the real property owned by the State based on industry best practices. Prepare an implementation plan to prioritize and achieve these benchmarks that includes a gap analysis based on current practices in relationship to the industry.
 - c. Perform an opportunity assessment of the State's significant real estate holdings as defined by the bidder's model and an operational assessment of the State's real estate business processes. At a minimum, this objective shall include:
 - 1) Develop a methodology and implementation plan to reduce Statewide operating costs that prioritizes the largest cost reductions first.
 - 2) Develop a Statewide methodology, prioritized by potential savings, to periodically and independently evaluate State owned and leased real estate to determine if the property is underutilized or surplus and to better use or dispose of the property.
 - 3) Analyze the State's real estate business processes and develop a plan to prioritize and reengineer these processes to improve service delivery, lower costs and improve asset management, as well as a detailed implementation plan.

- 4) Create a comprehensive inventory of the existing statutory and regulatory authorities and current laws and processes that govern the acquisition, use, management and disposal of State real property assets and make recommendations for reform, in priority order, that lower costs and improve service delivery and asset management.

D. BIDDERS' LIBRARY

To assist Bidders in the development of their Bids, the State has established a Bidder's Library. Informational material not included in this RFP document will be available as reference material in the RFP RESD-52 Library for the purpose of familiarization with current information concerning California's real estate asset and portfolio management environment. Failure to review the materials provided in the Bidder's Library will likely result in a bidder's inability to submit a comprehensive and detailed Bid as required in this RFP, which may materially affect the final score. The complete Bidder's Library is available on the RESD website at the following URL: <http://www.resd.dgs.ca.gov/Publications/assetmgmtrfp.htm>

E. BIDDER'S RESPONSE TO INCLUDE (Maximum 25 points)

1. **Bidder's Response Must Address the Department of General Services' scope of authority, as contained in Section C, Statement of Work, Objective 1, above.**
 - a. Bidders shall, after thoroughly reviewing all documents in the bidder's library, propose a methodology and implementation plan with specific milestones and deliverables to evaluate the Department of General Services Real Estate Services Division organization structure.
 - b. Bidders shall, after thoroughly reviewing all documents in the bidder's library, propose a methodology and implementation plan with specific milestones and deliverables to incorporate the use of performance benchmarks for the real estate services provided by the Department of General Services Real Estate Services Division and the real property under the authority and control of the Department of General Services based on industry best practices and an implementation plan to achieve these benchmarks which includes a gap analysis based on DGS current practices in relationship to the industry.
 - c. Bidders shall, after thoroughly reviewing all documents in the bidder's library, propose a methodology and implementation plan with specific milestones and deliverables, to perform an opportunity assessment of the significant real property assets under the control and authority of Department of General Services and to reengineer the real estate business processes to improve service delivery, lower costs and improve asset management.
 - d. Bidders shall, after thoroughly reviewing all documents in the bidder's library, propose a methodology and implementation plan with specific milestones and deliverables to reduce the real estate operating costs of the DGS portfolio.

- e. Bidders shall, after thoroughly reviewing all documents in the bidder's library, propose a methodology and implementation plan with specific milestones and deliverables to periodically and independently evaluate DGS owned and leased real estate to determine if the property is underutilized or surplus and to better use or dispose of the property.

2. Bidder's Response Must Address the State of California as specified in Section C, Statement of Work, Objective 2, above:

- a. Bidders shall, after thoroughly reviewing all documents in the bidder's library, propose a methodology and implementation plan with specific milestones and deliverables to conduct a comprehensive evaluation of the State's organization structure for real property management.
- b. Bidders shall, after thoroughly reviewing all documents in the bidder's library, propose a methodology and implementation plan with specific milestones and deliverables to incorporate the use of performance benchmarks for the State's real estate portfolio based on industry best practices and an implementation plan to achieve these benchmarks which includes a gap analysis based on the State's current practices in relationship to the industry.
- c. Bidders shall, after thoroughly reviewing all documents in the bidder's library, propose a methodology and implementation plan with specific milestones and deliverables, to perform an opportunity assessment of the State's significant real property assets and to reengineer the State's real estate business processes to improve service delivery, lower costs and improve asset management.
- d. Bidders shall, after thoroughly reviewing all documents in the bidder's library, propose a methodology and implementation plan with specific milestones and deliverables to reduce the State's real estate operating costs.
- e. Bidders shall, after thoroughly reviewing all documents in the bidder's library, propose a methodology and implementation plan with specific milestones and deliverables to periodically and independently evaluate State owned and leased real estate to determine if the property is underutilized or surplus and to better use or dispose of the property.

3. Corporate Experience References (Pass/Fail)

No evaluation of any firm will be considered that is unable to demonstrate to the satisfaction of the evaluation team that the firm has successfully accomplished a minimum of five recent projects similar in scope to this project. At least two of the five projects must have been completed for government clients. The referenced projects must be direct contractual agreements for the services required by this RFP.

4. Corporate Experience (Maximum 25 Points)

Qualified firms shall have 10 years experience in each of the following real estate disciplines:

- General consulting and strategic planning services for both public and private real estate owners.
- Business process assessments and reengineering
- Performance benchmarking
- Facility operations assessments
- Quantitative and qualitative analysis of real estate decision-making

In addition, qualified firms should have experience in each of the following areas:

- Formation of a 501(c)(3) corporation
- Financing of real estate transactions
- Property valuation
- Property management
- Facilities management
- Real estate project management
- Due diligence reviews

Bidders are required to complete Corporate Experience References (see Exhibit H) and include them as part of the Bid. Recent projects are defined as projects that have been completed within 5 years of the Bid Due Date for this RFP by the Bidder and/or their Sub Contractors. References must be similar in scope, and type of the project specified in this RFP. The State will contact the listed clients to confirm the information provided by the Bidder and determine client satisfaction with the outcome of the project. This information must be provided for each reference in order to be eligible to receive full credit.

To receive the maximum number of points for each referenced project, the entire form must be completed. If an item does not apply, indicate with "n/a" and include a brief explanation.

5. Proposed Key Personnel (Maximum 30 Points)

The Bidder shall provide Proposed Key Personnel (see Exhibit F) experience summaries and references. The State anticipates that the Bidder will propose a project team composed of the best-qualified staff for the contract. Proposed Key Personnel are those staff whom the Bidder deems essential or critical to their successful performance of the contract/completion of the project.

All resumes shall be structured in a consistent format.

The Bidder must complete and submit a Proposed Key Personnel Resume Summary form for the Proposed Key Personnel including references. References must be provided for the proposed Bidder Key Personnel whose experience is cited to meet the requirements of this RFP. Information or lack of information obtained from references will influence the State's evaluation of the Bidder's.

In addition, the State has specifically designated one (1) position which must be included as Proposed Key Personnel: the Contractor Project Manager.

For this position, the Bidder shall specify the name and provide a detailed resume that shows the experience of the person being proposed that meets all of the State's minimum requirements of the Contractor Project Manager. The resume must include references for all work performed by the Contractor Project Manager that is used to meet the minimum requirements.

For the position, the Bidder's Contractor Project Manager shall have, as a minimum requirement, experience in the following general areas of responsibility:

a. Contractor Project Manager - General Areas of Responsibility

- The Contractor Project Manager will be responsible for the day-to-day management of the contract services, including overall performance and contract compliance.
- The Contractor Project Manager will also be responsible for managing and coordinating the Bidder resources, including any sub-contractor resources, assigned to the contract, and ensuring that all tasks in the project schedule are executed in keeping with the schedules and State requirements.
- The Contractor's Project Manager will identify problems, any potential problem areas, recommend solutions, and work closely and cooperatively with the State to resolve issues quickly and fairly.
- The Contractor's Project Manager will also provide the State with weekly written status reports regarding actual progress as compared to what is projected in the work plans. The Contractor Project Manager is responsible for quality control over all deliverables submitted for review.

b. Contractor Project Manager - Minimum Requirements

- Five (5) years of experience as a Project Manager with at least two years managing a project/projects similar to the scope of the project in this RFP.

c. Contractor's Project Manager - Desirable Requirements

- Project Management Institute Project Management Professional (PMI PP®) certification. The Bidder must include a copy of the PMI PP certification in the Bid.
- Experience developing strategic and tactical real estate portfolio management solutions for government.

Project Plan (PP) (Maximum 10 Points)

The Bidder shall provide in its Bid, a proposed Project Plan (PP) that meets the specifications described in this RFP, and which will serve as the basis of a Contract PP, which will be the controlling document for managing the project should the Bidder be awarded the contract. The selected Contractor shall develop and submit for State approval a Contract Project Plan (PP) within ten (10) business days after Contract Award. During Contract initiation through State acceptance the Bidder will report project status by showing the approved PP and any changes needed to reflect the current project status.

Both the Proposed and Contract PP shall be based on an industry accepted methodology, such as the Project Management Institute's *Project Management Body of Knowledge (PMI PMBOK)*. The Proposed PP must be compatible with Microsoft Word and must contain, at a minimum the following:

Project Plan Methodology Overview – This section of the PP should contain a description of the Bidder's overall project goals and objectives.

Workplan (Maximum 5 points) (High-level tasks with milestones) – This section of the PP should contain a high-level project work plan that defines the major tasks necessary for project completion. The high-level tasks must be outlined with the major milestones, estimated start and completion dates, and deliverables.

Staffing Plan (Maximum 5 points) - This section of the PP should present the Bidder's assumptions for estimating the staff resources necessary to meet the needs of the State. Bidders assume State personnel resources will be limited to one State Project Manager. The bidder must include a matrix that identifies the staff assigned to the project, as well as the task(s) assigned to those staff with the estimated hours required to complete the task(s). It shall also describe how Bidder staff will be organized, managed, and where they will be located. This section shall include an organization chart that shows all Bidder units, functional task assignments, and the proposed lines of authority and communication with the Bidder's team. This section must include information identifying any sub-contractors that the Bidder is planning on using for this Contract. This section shall also define the internal process by which all Bidder work performed is reviewed and approved. It shall also describe how the Bidder's team will interact with State personnel. In addition, it shall describe the Bidder's management structure and its methods for ensuring adequate oversight and executive direction for the contract. In addressing this area, the Bidder shall identify the corporate officer(s) to be contacted in the event that major problems arise during the performance of the Contract.

Issue Management Plan (Maximum 5 points) – This section of the PP shall describe how the Bidder will assess the impact of issues on the Contract, report this information, and make recommendations to the State for resolving these issues. An issue is defined as a topic or concern that may affect Contract scope, risk, schedule, cost, and/or implementation plan quality and can be resolved through action. Issues may originate from inside and outside of the project.

Change Management Plan (Maximum 5 points) – This section of the PP shall describe how the Bidder will work with the State to establish appropriate change control procedures. The plan shall describe the staff that will be involved in the change control process, including the staff member ultimately responsible for authorizing changes to the Contract. The plan must provide for an authoritative State role in the Change Management process, recognizing no changes will be made without written approval by the State Project Manager or designee. Change requests shall include problem descriptions, areas affected, issues, risks, recommended solutions, anticipated costs, all anticipated staff-hours, and projected implementation timelines. The Bidder shall also accept change requests from the State, signed by the State Project Manager.

The Bidder must also describe any anticipated difficulties it foresees in implementing the Statement of Work.

Progress Reporting Methodology – This section of the PP shall describe the Bidder's methodology for monitoring performance and providing progress reports to the State.

END OF SECTION II

SECTION III - BID CONTENTS AND SUBMISSION

A. Overview of the Bid Process

1. Bids

The response to this RFP is being managed in two phases: Evaluation criteria and cost.

2. Submission Date and Time

The Bidder must submit their Bid by the date and time specified in the Key Action Dates, as specified in the section on Bidding Steps, and as contained in the section on Delivery of Bids.

3. Number of Copies of Bid (Proposal and Cost Sheets)

Bidders to submit the following:

- The first sealed envelope or box must contain a **Master Copy of the Proposal plus 8 copies (9 total)**. Clearly mark this envelope or box "Proposal".
- The second sealed envelope or box must contain a **Master copy of Cost Sheets 1 and 2, herein marked Exhibit G -- and 8 copies (9 total)**. Clearly mark this envelope or box "Cost Sheets". The State Evaluation Team will not open the Cost Sheets until after the Proposal has been evaluated and scored.

For each Proposal and Cost Sheet, the Master Copy must be marked "Master." Failure to submit a clearly marked Master Copy and 8 copies may be cause for the Bid to be rejected.

4. CD-ROM

In addition to submitting a Master Copy (on paper) and 8 copies, the Bidder must submit an electronic copy of the Proposal and Cost Sheets on CD-ROM within in each sealed envelope or box.

The submissions must consist of Microsoft Word 2000, Microsoft Project 1998, and Microsoft Excel 2000 documents.

5. Document Content and Organization

The two (2) separate submittals must include the following contents and be organized in the following way:

# 1	Proposal (Response to Requirements) 1 Master and 8 copies Copy of Proposal on a CD-ROM
# 2	Cost Sheets 1 and 2 (Exhibit E) 1 Master and 8 copies Copy of Cost Sheets on a CD-ROM

The Bidder must organize each Bid in the following order.

Proposal (Response to Requirements)

- **REQUIRED CHECKLIST (EXHIBIT P)**
- Bid/Bidder Certification Sheet – Exhibit I
- Corporate Experience References – Exhibit H
- Proposed Key Personnel – Exhibit F
- Addenda Acknowledgement – Exhibit L
- Completed Disabled Veteran Business Enterprise Program Packet – Exhibit M
- Bidder’s Bond (or cashier’s/certified check) – Exhibit O
- Proposed Project Plan
- Response to Requirements
- Proposed Real Estate Asset and Portfolio Management Solution Methodologies and Implementation Plans
- Electronic copy of CD-ROM

Cost Sheets 1 and 2 - Exhibit E (sealed in a separate envelope)

- Cost Sheet 1 – Cost Associated with Bidder’s Bid for Deliverables
- Cost Sheet 2 – Extra Services Rates for Task Orders
- Electronic copy of CD-ROM

B. Proposal (Response to Requirements) Note: Bid also means Proposal

The Bidder must certify a commitment to meet each requirement under the direction of State management within the prioritized timeframes specified for the Real Estate Asset and Portfolio Management Project, while adhering to all specified objectives as identified in each requirement, and later finalized and agreed to by the State.

In addition this Proposal must include the following contents in the order shown.

1. Bid/Bidder Certification Sheet

The Bidder shall complete the attached Bid/Bidder Certification Sheet, Exhibit I, and include it in the Bid.

2. Corporate Experience References

The Bidder shall complete the attached Corporate Experience References, Exhibit H, and include in the Bid.

3. Proposed Key Personnel

The Bidder shall provide the attached Key Personnel Resume Summary, Exhibit F, of its proposed Project Manager and include in the Bid.

4. Proposed Project Plan

The Bidder shall provide a Proposed Project Plan (PPP) in the Bid.

The Bidder must also describe any anticipated difficulties it foresees in implementing the Statement of Work, in the Bid.

The Bidder shall provide a Bid that includes, but is not limited to, an overview of the Bidder's understanding of the Real Estate Asset and Portfolio Management project.

C. Cost Sheets 1 and 2

The Cost portion of the bid must be clearly labeled as follows:

“Cost Sheets 1 and 2 for project RESD-52.”

The Cost Sheets must be sealed separately from the Proposal. The State Evaluation Team will not open the Cost Sheets until it has evaluated and scored the Proposals. Proposals with material deviations will not be scored, and Cost Sheets will not be opened.

Only the Bidder's whose proposals are without material deviations to the requirements set forth herein and that score 100 points out of the possible 120 points prior to the interview will be permitted to interview. All other bids will be rejected at this time. After the interviews the cost bid portions of the bid will be opened and evaluated.

The Cost Sheets must all be completed and must include the contents shown below:
Cost Sheet 1— Exhibit E

The Bidder must specify the cost associated with their Bid for each deliverable.

Cost Sheet 2—Extra Services Task Order Rates - Exhibit E

The Bidder shall provide an hourly rate that will be used in all calculations in the Extra Services / Task Order process to determine the cost of the individual Task Order and will be the maximum amount for all future work activities not included in the Statement of Work for this RFP.

END OF SECTION III

SECTION IV - EVALUATION AND SELECTION

A. Overview

Bids submitted in response to this RFP will be evaluated based on evaluation criteria and cost.

B. Proposal / Bid

Evaluation of the Proposal will be to determine which Bidders have met all of the minimum requirements of the RFP and to score the Bidders that are responsive.

C. State Evaluation Team

The State has established an Evaluation Team responsible for the review, evaluation, and scoring of all Proposals / Bids.

The State may engage additional qualified individuals during the process to assist the Evaluation Team in gaining a better understanding of technical, financial, legal, contractual, or program issues. These additional individuals will not have voting privileges, scoring privileges or responsibility for the evaluation process.

D. Evaluation Process and Scoring

Table 2 illustrates which scoring methods will be used for the requirements of this RFP. Those methods are points and pass/fail.

Table 2 - Scoring—Maximum Points, Pass/Fail

	Bid Requirements	Maximum Points
1.	Receipt of Bids	Pass/Fail
2.	Completeness Check	Pass/Fail
3.	Disabled Veteran Business Enterprise Packet	Pass/Fail
4.	Bid/Bidder Certification Sheet	Pass/Fail
5.	Experience on Similar Projects	Pass/Fail
6.	Corporate Experience Reference	25
7.	Experience of Staff Proposed for the Project (Proposed Key Personnel in addition to Project Manager)	30
8.	Project Plans	55
9.	Staffing Matrix	10
10.	Interview Presentation	10
11.	Cost Sheet # 1	70
	TOTAL Points Available	200

Only the Bidder's whose proposals are without material deviations to the requirements set forth herein and that score 100 points out of the possible 120 points prior to the interview will be permitted to interview. All other bids will be rejected at this time. After the interviews the cost bid portions of the bid will be opened and evaluated.

1. Receipt of Bid (Pass/Fail)

The Evaluation Team will review the Bidder's Bid to determine whether the Bid was submitted on time, was sealed, and was properly marked.

2. Completeness Check (Pass/Fail)

The Evaluation Team will review the Bidder's Bid package to determine whether the required number of copies of the Bid has been submitted, that they were properly marked, and that the structure and content of the Bid are in conformance with the information requirements of this RFP.

3. Disabled Veteran Business Enterprise (DVBE) Submittal (Pass/Fail)

The Bidder must either secure a DVBE subcontractor or supplier for at least 3 percent of the contract amount or provide complete documentation of satisfying the good faith effort requirements set forth in Exhibit L.

4. Bid/Bidder Certification Sheet (Pass/Fail)

The Evaluation Team will review the Bidder's Bid package to validate that the Bidder has submitted the Bid Transmittal Form and that it is complete.

5. Experience on Similar Projects (Pass/Fail)

6. Corporate Experience References (Maximum 25 points)

Based on information provided by the Bidder in response to the Corporate Experience References requirement, the State will evaluate this requirement based on the client references' overall satisfaction with the bidding firm's past performance.

The State will contact client references listed in the Bid to validate the references and determine the client's satisfaction with services provided by the Bidder. It may be beneficial for the Bidder to contact its references to ensure that the contact information on the corporate experience reference form is up-to-date and that the reference will be available when the State will be validating references.

References that cannot be validated by the State will not be awarded points.

In determining the client's overall satisfaction with the bidding firm's past performance, the State will ask the reference to score their satisfaction level with performance/completion of the project similar in scope to that contained in this RFP.

Proposed Key Personnel Resumes (Maximum 30 Points)

Based on information provided in response to this requirement, the State will evaluate the Bidder's project team in terms of team members' qualifications and experience in implementing the proposed solution in settings of a similar nature and scope to those of this procurement. The State will validate experience through reference checks.

The personnel proposed for the key staff position must meet the minimum experience requirements Stated in the RFP.

The Evaluation Team will contact the client references for the proposed key staff to confirm the information provided by the Bidder and to determine client satisfaction with the staff's performance.

The following factors will be taken into consideration when awarding points for this category:

The Bidder's key personnel meet the minimum requirements, as described in the resume.

The Bidder's Contract Analyst's PMI/PMP certification.

The Bidder's Contract Analyst's State, Local, Government Experience.

The Bidder's proposed staff have the knowledge, skills and abilities to support completion of those tasks described in the RFP.

7. Project Plans (Maximum 55 Points)

Based on information provided in response to Section II, Bid Requirements and Statement of Work, the State will evaluate the Bidder's Bid for its ability to deliver the requirements of the RFP.

Based on information provided by the Bidder in its Proposed Project Plan (PP), the State will evaluate the Proposed PP in terms of completeness, thoroughness, and consistency of the plan, in accordance with the requirements Stated in the RFP and the information contained in the Bidder's Library. The Bidder must demonstrate an understanding of California's governmental environment as well as sufficient detail to show incorporation of elements in the plan which recognizes the unique understanding of California necessary for this project to be successful.

Elements will include:

Evaluated Items
Project Plan Overview
Work plan (High level tasks with milestones)
Issue Management Plan
Change Management Plan
Implementation Methodology

Failure of the bidder to demonstrate that the claims made in its Bid meet the requirements as Stated in the RFP Section II, Bid Requirements and Statement of Work, are, in fact, true, may be sufficient cause for being disqualified from this procurement.

8. Staffing Matrix (Maximum 10 Points)

The State will score the staffing matrix required as in the Staffing Plan. The matrix, at a minimum, must show adequate and appropriate staff to complete the contract with specific identification of staff by tasks, deliverables and milestones, the estimated hours associated with those tasks, deliverables and milestones, and the experience of the staff which makes their assignment to the tasks appropriate.

9. Interview Presentation (Maximum 10 Points)

At a minimum, the Interview Presentation must be attended by the bidder's key/primary personnel to be assigned to the project. The bidder should be prepared to articulate the applicable experience of the team and firm, the model being proposed, a demonstrated ability to function as a cohesive team. In addition, the bidder must discuss its Bid in relationship to items 5-6 above, as well as the challenges expected for the project and how the bidder will intend to meet those challenges.

10. Cost Bid Evaluation (Maximum 70 Points)

Only the bidder's whose proposals are without material deviations to the requirements set forth herein and that score 100 points out of the possible 120 points prior to the interview will be permitted to interview. All other bids will be rejected at this time. After the interviews the cost bid portions of the bid will be opened and evaluated.

Cost is a primary evaluation criterion. Evaluation in this category will be based on the lowest total estimated net cost to the State as calculated according to the methodology in this section.

This section describes the requirements to be addressed by each Bidder in the preparation of its Cost Bid. Each Bidder shall present its proposed Total Cost to provide the requirements specified in the RFP Statement of Work. This is a **FIXED PRICE CONTRACT**.

Sealed cost information will not be opened until the Evaluation Team has completed the evaluation and scored the non-cost items, and publicly posted the Evaluation scores.

If a Bidder's Bid has been determined to have material defects in its Bid and is declared non-responsive, the State will not open its cost package.

The cost section of each responsive Bidder's Bid will be scored after consideration of the TACPA, EZA, and LAMBRA bidding preferences, if applicable. The Small Business preferences will be applied after technical and cost scores have been determined. The maximum number of points that can be awarded for cost is 70.

When scoring a proposal, cost/value effectiveness and cost adequacy may be judged, evaluated and awarded points as part of the technical score, but this must be in addition to the cost points (PCC 10344).

The following formula will be used for the award of cost points:

Lowest cost proposal is awarded the maximum cost points. Other proposals are awarded cost points based on the following calculation:

Lowest Bidder's Cost = (factor) x maximum cost points = cost points for other Bidder's Cost:

EXAMPLE: Lowest cost proposal = \$ 75,000
Other proposal = \$100,000

70 points available

(lowest cost proposal) \$75,000 = $\frac{3}{4}$ x 70 = 52.5 cost points awarded to
(other proposal) \$100,000 other proposal

Bidders shall present their proposed costs in the formats provided – Exhibit E.

11. Small Business Preference

Bidders claiming the Small Business Preference as described in [Section II, A, 2, a](#)), herein, will have their Bid(s) adjusted by five percent (5%) of the highest scoring responsive and responsible Bid from a large business. The preference will be added to all certified small business' total score and will be used to determine the Final Evaluated Score. (Section 1896 et. Seq., Title 2, California Code of Regulations.)

F. Determination of Winning Bid

The Bid with the highest Total Evaluated Score will be declared the winning Bid and an Intent to Award notification will be issued to that affect after all State approvals are attained.

END OF SECTION IV

AGREEMENT NUMBER
Registration #

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
Department of General Services, Real Estate Services Division
 CONTRACTOR'S NAME
TBA
- The term of this Agreement is: **June 1, 2005 to May 31, 2010** (subject to change)
- The maximum amount of this Agreement is: **\$ TBA**
- 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.

REAL ESTATE ASSET AND PORTFOLIO MANAGEMENT CONSULTANT SERVICES

Exhibit A: Statement of Work	___ Pages
Exhibit B: Budget Detail and Payment Provision	1 Page
Exhibit C: General Terms and Conditions	GTC 304
Exhibit D: Special Terms and Conditions	___ Pages
Exhibit E: Cost Bid	___ Pages
Exhibit F: Key Personnel Resume Summary	___ Pages
Exhibit G: Contractor's Proposal is attached hereto by reference	___

Item shown with an Asterisk (*), is hereby incorporated by reference and made part of this agreement as if attached hereto. This document can be viewed at <http://www.ols.dgs.ca.gov/StandardLanguage/default.htm>.

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

CONTRACTOR		CALIFORNIA
Dept of General Services Use Only		
CONTRACTOR'S NAME (If other than an 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		
Department of General Services, Real Estate Services Division		
BY (Authorized Signature)	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Craig Wilson, Acting Deputy Director		
ADDRESS		
707 3rd Street, 6th Floor, West Sacramento, CA 95605		

EXHIBIT A STATEMENT OF WORK

The State is interested in obtaining consulting services in support of these primary objectives:

1. Department of General Services Real Property Asset Portfolio (The deliverables listed herein are also part of the Standard Agreement, Std. 213, and must be performed by the Contractor).
 - a. Project Schedule: The Contractor will be required to submit a final Contract Project Schedule to the State for approval within ten (10) State working days after Contract Award. During that 10-day period the State will work with the Contractor in making a smooth conversion from the Proposed Project Schedule to the Contract Project Schedule. The Proposed Project Schedule shall be compatible with Microsoft Project.
 - b. Evaluate the State's Sacramento area leased and owned office space use and estimate the State's office needs over the next three years for the Sacramento area. Identify and evaluate the occupancy costs of State ownership as compared to the occupancy costs of leasing and develop a methodology to determine whether the State should build or lease to meet its needs. Provide recommendations and an implementation plan for the State to meet its projected needs and quantify the costs of the recommendations as compared to the alternatives. Upon notification from the State's Project Manager, Contractor to begin work and be completed within 60 days.
 - c. Develop performance benchmarks for the Department of General Services real property services and the real property within the control and authority of DGS based on industry best practices. Prepare an implementation plan to prioritize and achieve these benchmarks that includes a gap analysis based on DGS current practices in relationship to the industry. Upon notification from the State's Project Manager, Contractor to begin work and be completed within 60 days.
 - d. Perform an opportunity assessment of the Department of General Services significant real property assets as defined by the bidder's model and conduct an operational assessment of the Department of General Services' real estate business processes. Upon notification from the State's Project Manager, Contractor to begin work and be completed within 180 days. At a minimum, this objective shall include:
 - i. Develop a methodology and implementation plan to reduce operating costs that prioritizes the largest cost reductions first.
 - ii. Develop a methodology and implementation plan to periodically and independently evaluate, and prioritize by potential savings, owned and leased real estate within the authority and control of the Department of General Services to determine if the property is underutilized or surplus and to better use or dispose of the property.
 - iii. Analyze the Department of General Services' real estate business processes and develop a plan to prioritize and reengineer these processes to improve service delivery, lower costs and improve asset management, as well as a detailed implementation plan.

- iv. Specific to DGS, create a comprehensive inventory of the existing statutory and regulatory authorities and current laws and processes that govern the acquisition, use, management and disposal of State real property assets and make recommendations for reform in priority order that lower costs and improve service delivery and asset management.
 - e. Evaluate the Department of General Services' Real Estate Services Division organizational structure. Validate the existing structure or recommend modifications to improve efficiency and effectiveness. Prioritize the recommendations and quantify the expected costs and benefits of implementation. Upon notification from the State's Project Manager, Contractor to begin work and be completed within 40 days.
2. Statewide Real Property Asset Portfolio (The deliverables contained in this objective will be at the option of the State, and may be performed once the deliverables in Objective 1 above have been completed and accepted by the State):
- a. On a comprehensive basis, evaluate the State's operations and organizational structures for managing its real property. Validate the existing operations and structures or recommend modifications to improve efficiency and effectiveness. Prioritize the recommendations and quantify the expected costs and benefits of implementation.
 - b. Develop performance benchmarks for State real property services and the real property owned by the State based on industry best practices. Prepare an implementation plan to prioritize and achieve these benchmarks that includes a gap analysis based on current practices in relationship to the industry.
 - c. Perform an opportunity assessment of the State's significant real estate holdings as defined by the bidder's model and an operational assessment of the State's real estate business processes. At a minimum, this objective shall include:
 - i. Develop a methodology and implementation plan to reduce Statewide operating costs that prioritizes the largest cost reductions first.
 - ii. Develop a Statewide methodology, prioritized by potential savings, to periodically and independently evaluate State owned and leased real estate to determine if the property is underutilized or surplus and to better use or dispose of the property.
 - iii. Analyze the State's real estate business processes and develop a plan to prioritize and reengineer these processes to improve service delivery, lower costs and improve asset management, as well as a detailed implementation plan.
 - iv. Create a comprehensive inventory of the existing statutory and regulatory authorities and current laws and processes that govern the acquisition, use, management and disposal of State real property assets and make recommendations for reform, in priority order, that lower costs and improve service delivery and asset management.

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

Invoicing and Payment

Upon satisfactory completion of each deliverable described herein, and upon receipt and approval of the invoice, the State agrees to compensate Contractor as specified in the Cost Bid herein attached.

The invoice must be submitted on contractor's letterhead signed by authorized representative, and include:

- Agreement number: _____ TBA _____
- Time period covered _____
- Work completed for the period shall be identified (detailed Statement of services)

Submit invoices to: Department of General Services - RESD
Asset Planning and Enhancement Branch
Attention: Mark Barrett, Project Manager
707 3rd Street, Suite 6-130, West Sacramento, CA 95605
Telephone No.: (916) 376-1806

Retention

In accordance with the requirements set forth in the State Contracting Manual, Section 7.33.B, the State will withhold, from the invoiced payment amount to the Contractor, an amount equal to ten percent (10%) of that payment. Such retained amount shall be held by the State and only released to the Contractor upon the State's staff determination that the Contractor has satisfactorily completed all of the required deliverables of the Contract. The amounts withheld shall be released upon final completion of the Contract.

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 Contractor or to furnish any other considerations under this Agreement and 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 Contractor to reflect the reduced amount.

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

GTC 304

The General Terms and Conditions will be included in the agreement by reference to Internet site: <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

EXHIBIT D
SUPPLEMENTAL CONTRACT REQUIREMENTS

1. **Contract Term**

The term of the Contract resulting from this RFP will be one (1) year from the Contract execution date. At the State's option the contract may be extended for up to four (4) one-year periods at the same terms and conditions.

2. **Executive Committee – Dispute Resolution**

After award of the contract and during the course of the contract, should the Contractor, Project Manager and the State Project Manager not be able to agree on a resolution to a dispute, the Contractor and the State agree to raise the issue to an Executive Committee prior to the assertion of rights under the Contract's dispute provisions. The Executive Committee shall consist of:

- DGS Director or designee
- RESD Deputy or designee
- RESD Chief, Asset Planning and Enhancement Branch or designee
- Senior representative from the Contractor's firm that is at least two (2) reporting levels above the Contractor project manager, or the designees or successors thereof.

The Executive Committee will be convened and the dispute resolved within five (5) business days from the date that the Executive Committee is convened. The Contractor, Project Manager or the State Project Manager may request the Executive Committee to convene, and the committee will convene in person or by telephone within three (3) business days of such a request. The Executive Committee will use whatever resources it deems necessary to seek a rapid and just resolution to every issue. If resolution cannot be reached at the Executive Committee level within the time frame prescribed above, either party may assert its other rights and remedies as provided by the Contract.

3. **Unspecified Travel Costs**

Travel costs that are not specifically required in this RFP will not be reimbursed by the State. The Contractor is responsible for making sure its Bid amounts cover its needs and all costs including, but not limited to, travel lodging and associated expenses in meeting the requirements of the Contract.

4. **Extra Services Rates**

The Contractor will follow a Task Order (Exhibit K) process for any work activities not included in the Statement of Work for this RFP. Extra services may be required to be performed by the Contractor outside the original scope of services and shall be authorized by means of a written and signed Task Order to this Agreement.

Compensation for Extra Services via a Task Order will be negotiated and shall not exceed the "hourly labor rates," listed in bidder's Cost Sheet # 2.

A Task Order will be negotiated to the original bid to accommodate additions to the scope of work, when so directed by the State (excluding corrections of inconsistencies, errors and omissions by Contractor).

The Contractor will join with and assist the State in defending any claim or action related to or arising out of the Project.

Provide such incidental services in connection with the Project which logically and justifiably must be performed in order to complete the work required by this Agreement.

The rates set forth in Exhibit E, Cost Sheet 2 shall be the maximum rate which will include overhead, administrative costs and profit shall be the maximum utilized in arriving at the negotiated fee for Extra Services.

5. Contractor Staff Location

The Contractor's Project Manager is required to work on-site at 707 3rd Street, West Sacramento, CA until the scope of work is complete and accepted. Other Contractor's personnel will be required to work on-site at various State Agency locations as necessary to meet the Contractor's goals and as needed and determined by the State. The DGS will provide the Contractor with working facilities for up to four (4) individuals and network connectivity necessary for its performance under this contract. The Contractor will work Monday to Friday, between the hours of 7:00 a.m. and 6:00 p.m., unless otherwise arranged with the State Project Manager in writing.

6. Sub-Contractor Changes

The Contractor shall not change Sub-Contractor(s) if such changes conflict with the work to be performed under this contract. The State recognizes that changes to Sub-Contractor(s) may be necessary and in the best interests of the State; however, the State must approve any changes to the Sub-Contractor(s). This process typically takes about seven (7) days. If substitution of Small Business or Disabled Veteran Business Enterprise Subcontractors or Suppliers must be made, Contractor must contact Department of General Services, Real Estate Services Division, Contract Management Section to determine the requirements of substitution - Phone: (916) 376-1756.

Any sub-contractor replacement personnel proposed during the life of the contract must meet or exceed the skill level and experience that the Contractor proposed and was scored on. The Contractor must supply the State Project Manager with detailed resumes and three (3) corporate references for similar work performed and completed by the Sub-Contractor(s). The State will check all references and approve all resumes.

The State will not compensate the Bidder for any of the Contractor's time or effort to educate or otherwise make the new Sub-Contractor(s) ready to begin work on the contract.

7. Staffing Changes

The Contractor shall not reassign Contractor Key Personnel if such reassignment will conflict with the work the individual is to perform on this contract. The State recognizes that resignation or other events may cause a Contractor team member to no longer be available to the Contractor. If this should occur, the Contractor should be aware that the State Contract Analyst or designee must approve any changes to Contractor Key Personnel to the contract prior to Contractor staff beginning work on the Contract. This also includes substitutions made between submittal of the Bid and actual start of the contract, as well as staffing changes that may be made during the course of the contract.

Any replacement personnel proposed during the life of the contract must meet or exceed the skill level and experience that the Contractor proposed and was scored on. A resume must be submitted for any change in proposed replacement personnel. The State may require an interview.

The State will not compensate the Contractor for any of the Contractor's time or effort to educate or otherwise make the new staff ready to begin work on the Contract.

8. Meetings

The Contractor shall attend weekly meetings with the State, at the State's option, during the performance of the contract. The Contractor shall be responsible for their own expenses to attend these meetings. There shall be no cost to the State.

9. Weekly Progress Reports

The Contractor Project Manager shall prepare and submit Weekly Progress Reports beginning on the second week after Contract Execution through completion of the contract. Progress reports shall address all aspects of the Project Plan and the overall status with respect to the project schedule and shall provide progress information on all completed, ongoing, and planned Contract activities.

Every report should have a current project schedule attached that incorporates planned and actual start and end dates, percentage complete, and dependencies. These reports shall summarize any outstanding issues or obstacles relating to the outcome of the project..

10. Standards for Acceptance of Deliverables

a) Work Standards for the Project:

The Contractor shall use Microsoft Office 2000 and Microsoft Project 1998 in the preparation of all contract correspondence and deliverables. The Contractor is required to establish and maintain compatibility with the State at no cost to the State.

The Contractor shall propose a format for each deliverable and gain State approval prior to deliverable preparation. This approval process shall include submission of a Deliverable Expectation Document (DED) for each deliverable so identified by the Contractor in the Contract Deliverables Table submitted with the Final Project Schedule and approved by the State. The goal for the use of DEDs is to ensure that a common understanding exists between the State and the Contractor regarding the scope and content (depth and breadth) of the deliverable prior to the Contractor beginning work on the deliverable. The complexity of the DED should be proportional to the complexity of the deliverable. The DED will contain at a minimum the following items:

b) Deliverable Objectives:

Contractor shall provide an outline of the deliverable, e.g., table of contents, sample format, sample pages, and a general description of the information that will be contained in the deliverable.

Deliverable acceptance criteria shall be consistent with the requirements of the contract.

Deliverables shall be provided by the scheduled dates for their completion. The Contractor must make available all deliverables electronically and supply five (5) hard copies of each deliverable.

Deliverables shall contain the following certification: "I certify that this deliverable has been prepared in accordance with the relevant terms and conditions of the contract." Deliverables shall be signed as completed by the Contractor Project Manager.

c) State Acceptance of Deliverables:

The State Project Manager will be responsible for reviewing and approving each deliverable. Each deliverable will require a negotiated State turn-around time to be included in the project schedule. Unless agreed upon otherwise, the State's review time shall not be less than five (5) business days. Should revisions to the document be required by the State, the Contractor will receive written notification of said changes and reflect them in the document within two (2) business days of receiving the changes. The State may, at its discretion, allow a period longer than two (2) business days in consideration of the scope of the change. The Contractor may not change a deliverable that has been accepted by the State without the approval of the State.

d) State acceptance shall be based upon the following:

The deliverable must address all components required by the contract and any areas agreed upon subsequently through meetings and planning sessions.

The deliverable must address and be consistent with all components included in the DED as presented to the State and approved by the State in preparation for development of the deliverable, if applicable.

Deliverable documents must be comprehensive in level of detail and quality consistent with the sample pages presented to the State Contract Analyst.

Deliverable documents must be organized in a structured manner and be professional in presentation.

Deliverable documents must be consistent throughout in style and quality. This means that if the document is the composite work of many people within the Contractor's organization, the document must be edited for style and consistency.

11. SUPPLEMENTAL GENERAL TERMS AND CONDITIONS:

PRIME CONTRACTOR RESPONSIBILITY: The prime Contractor is solely responsible for fulfillment of this contract with the State. The State will make payments to the prime Contractor.

RIGHT TO PUBLISH: Throughout the duration of this Contract term, the Contractor must secure from the State written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or subsequent contracts. Failure to adhere to this requirement may result in termination of the Contract.

NEWS RELEASES: Any publication(s) or news release(s) relating to this Contract shall be made without prior written approval by the State's Project Manager.

EXCISE TAX: The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales or use tax imposed by another State.

SETTLEMENT OF DISPUTES: In the event of a dispute, Contractor shall file a "Notice of Dispute" with Department of General Services, Director or designee within ten (10) days of discovery of the problem. Within ten (10) days the Director or designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Director or designee shall be final. In the event of a dispute, the language contained within this agreement shall prevail over any other language including that of the bid.

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

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

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

USE OF WORK PRODUCT: Sole rights, title interest in and benefit of any and all documents, reports, and/or other work product conceived, developed or put into practice during the course of fulfilling this agreement will become and remain the property of the State. The State is free to obtain copyrights and rights of authorship, as it deems appropriate. Contractor agrees to provide the State any documents reports, and/or other work product conceived, developed or put into practice during the course of fulfilling this Agreement assigned all such rights to the State. Additionally, all data collected by the Contractor in support of this Contract must be provided to the State in a format currently supported by the Department of General Services.

EXTENSION OF TERM: This Agreement may be extended by mutual agreement by way of a signed and approved amendment to this Agreement.

CONTRACTOR EVALUATION: Within sixty (60) days after the completion of this Agreement, the Project Manager shall complete a written evaluation of Contractor's performance under this Agreement. If 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 Contractor within 15 working days of the completion of the evaluation. (PCC 10369)

COMPLIANCE WITH STATUTES AND REGULATIONS: (a) Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision. (b) If this contract is in excess of \$500,000, it is subject to the requirements of the World Trade Organization (WTO) and Government Procurement Agreement (GPA).

EXHIBIT E
COST BID - COST SHEET #1

CONTRACTOR: The undersigned Contractor, as bidder, declares that he/she has carefully examined the proposed work as described, examined the specifications and general conditions therefore, and is familiar with all Bid requirements, and agrees, if the Bid is accepted, to complete the above project in accordance with the Contract Documents, in the time Stated herein amounting to the itemized sums below:

1. Department of General Services Real Property Asset Portfolio (The deliverables contained in this objective will be required to be performed in the contract):		
a.	Evaluate the State's Sacramento area leased and owned office space use and estimate the State's office needs over the next three years for the Sacramento area. Identify and evaluate the occupancy costs of State ownership as compared to the occupancy costs of leasing and develop a methodology to determine whether the State should build or lease to meet its needs. Provide recommendations and an implementation plan for the State to meet its projected needs and quantify the costs of the recommendations as compared to the alternatives. Upon notification from the Project Manager, Contractor is to begin work and be completed within 60 days.	\$ _____
b.	Develop performance benchmarks for the Department of General Services real property services and the real property within the control and authority of DGS based on industry best practices. Prepare an implementation plan to prioritize and achieve these benchmarks, which includes a gap analysis based on DGS current practices in relationship to the industry. Upon notification from the Project Manager, Contractor is to begin work and be completed within 60 days.	\$ _____
c.	Perform an opportunity assessment of the Department of General Services significant real property assets as defined by the bidder's model and conduct an operational assessment of the Department of General Services' real estate business processes. Upon notification from the Project Manager, Contractor is to begin work and be completed within 180 days. At a minimum, this objective shall include:	\$ _____
i.	Develop a methodology and implementation plan to reduce operating costs that prioritizes the largest cost reductions first.	\$ _____
Continued....		

ii.	Develop a methodology and implementation plan to periodically and independently evaluate, and prioritize by potential savings, owned and leased real estate within the authority and control of the Department of General Services to determine if the property is underutilized or surplus and to better use or dispose of the property.	\$ _____
iii.	Analyze the Department of General Services' real estate business processes and develop a plan to prioritize and reengineer these processes to improve service delivery, lower costs and improve asset management, as well as a detailed implementation plan.	\$ _____
iv.	Specific to DGS, create a comprehensive inventory of the existing statutory and regulatory authorities and current laws and processes that govern the acquisition, use, management and disposal of State real property assets and make recommendations for reform in priority order that lower costs and improve service delivery and asset management.	\$ _____
e.	Evaluate the Department of General Services' Real Estate Services Division organizational structure. Validate the existing structure or recommend modifications to improve efficiency and effectiveness. Prioritize the recommendations and quantify the expected costs and benefits of implementation. Upon notification from the Project Manager , Contractor is to begin work and be completed within 30 days.	\$ _____
<p>2. Statewide Real Property Asset Portfolio (The deliverables contained in this objective will be at the option of the State, and may be performed once the deliverables in Objective I above have been completed and accepted by the State).</p>		
a.	On a comprehensive basis, evaluate the State's operations and organizational structures for managing its real property. Validate the existing operations and structures or recommend modifications to improve efficiency and effectiveness. Prioritize the recommendations and quantify the expected costs and benefits of implementation.	\$ _____
b.	Develop performance benchmarks for State real property services and the real property owned by the State based on industry best practices. Prepare an implementation plan to prioritize and achieve these benchmarks which includes a gap analysis based on current practices in relationship to the industry.	\$ _____
Continued...		

c.	Perform an opportunity assessment of the State's significant real estate holdings as defined by the Bidder's model and an operational assessment of the State's real estate business processes. At a minimum, this objective shall include:	\$ _____
i.	Develop a methodology and implementation plan to reduce Statewide operating costs that prioritizes the largest cost reductions first.	\$ _____
ii.	Develop a Statewide methodology, prioritized by potential savings, to periodically and independently evaluate State owned and leased real estate to determine if the property is underutilized or surplus and to better use or dispose of the property.	\$ _____
iii.	Analyze the State's real estate business processes and develop a plan to prioritize and reengineer these processes to improve service delivery, lower costs and improve asset management, as well as a detailed implementation plan.	\$ _____
iv.	Create a comprehensive inventory of the existing statutory and regulatory authorities and current laws and processes that govern the acquisition, use, management and disposal of State real property assets and make recommendations for reform, in priority order, that that lower costs and improve service delivery and asset management.	\$ _____

GRAND TOTAL OF ALL DELIVERABLES:	\$ _____
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Bid amount to include and cover all taxes, travel, the furnishing of all materials, and performing of all the labor and providing of all necessary services; also the performance and completion of all the work in the manner set forth, described and shown in the Scope of Work.

Signature:	
Name of Firm:	

**EXTRA SERVICES RATES FOR FUTURE TASK ORDERS
COST SHEET # 2**

CONTRACTOR: The undersigned Contractor, as bidder, declares that he/she has carefully examined the proposed work as described, examined the specifications and general conditions therefore, and is familiar with all Bid requirements, and agrees, if the Bid is accepted, to complete the above project in accordance with the Contract Documents, in the time Stated herein amounting to a total of:

Hourly Rates for Extra Services:

<u>CLASSIFICATION</u>		<u>RATE PER HOUR</u>
1.	Project Manager	\$
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$
8.		\$
9.		\$
10.		\$
11.		\$

Contractor to fill in all classifications and hourly rates they expect to utilize for these services.

Bid amount to include and cover all taxes, travel, the furnishing of all materials, and performing of all the labor and providing of all necessary services; also the performance and completion of all the work in the manner set forth, described and shown in the Scope of Work.

Signature:	
Name of Firm:	

EXHIBIT F
Key Personnel Resume Summary
Photocopy and Add Additional Sheets as Necessary

Key Personnel Information			
Name			
Proposed Position			
Organization associated with (check one)	<input type="checkbox"/>	Prime Bidder	
	<input type="checkbox"/>	Sub-Contractor	
	<input type="checkbox"/>	DVBE	
Number of years of education achieved			
Degrees held	<input type="checkbox"/>	PhD	<input type="checkbox"/>
	<input type="checkbox"/>	Masters	<input type="checkbox"/>
	<input type="checkbox"/>	B.A.	<input type="checkbox"/>
	<input type="checkbox"/>	B.S.	<input type="checkbox"/>
	<input type="checkbox"/>	Assoc. degree	<input type="checkbox"/>
	<input type="checkbox"/>	Other	
Skills and Experience			
<p>List skills and experiences that qualify this individual for the duties under the proposed job classification and responsibilities. Specify how the individual meets the minimum requirements described herein. (Use additional sheets as necessary.)</p> 			
Client References			
<p>List client references for work performed during the past three (3) years which meets the minimum requirements described herein.</p>			
Client Name	Project Title	Start Date	End Date

EXHIBIT G
BIDDER'S PROPOSAL
PLACE HOLDER

Contractor's Proposal, is herein attached by reference and made a part of this Agreement.

**EXHIBIT H
CORPORATE EXPERIENCE REFERENCES**

The firm must show at least FIVE (5) recent, successful, accomplished projects similar in scope to this project. At least two of the five projects must have been completed for government clients. The referenced projects must be direct contractual agreements for the services required by this RFP. Qualified firms shall have TEN (10) years experience in each of the real estate disciplines described in this RFP.

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Description of Service Provided – Use additional pages if necessary.			

REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Description of Service Provided – Use additional pages if necessary.			

REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Description of Service Provided – Use additional pages if necessary.			

REFERENCE 4

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Description of Service Provided – Use additional pages if necessary.			

REFERENCE 5

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Description of Service Provided – Use additional pages if necessary.			

REFERENCE 6 (Extra – as many as you like)

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Description of Service Provided – Use additional pages if necessary.			

EXHIBIT I

BID/BIDDER CERTIFICATION SHEET

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

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

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
Is your company bidding as a joint venture or a strategic alliance? _____		
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. Bidder's Name (Print)	11. Title	
12. Signature X	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/>	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>	
If yes, enter certification number: _____	If yes, enter your service code: _____	
c. Our firm is not certified as a small business but commits to subcontracting at least twenty-five percent (25%) of its net bid price to businesses that are California certified small businesses and/or microbusinesses. Yes <input type="checkbox"/> No <input type="checkbox"/> Be sure all sub-contractors' certifications are attached.		
Be sure to indicate the percentage of work each small business sub is to work under this Agreement.		
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes".		

EXHIBIT J BIDDER'S LIBRARY

The following is a list of the contents of the Bidder's Library and the internet location:

Location: <http://www.resd.dgs.ca.gov/Publications/assetmgmtrfp.htm>

Bidders should be fully aware and familiar with the contents of the Bidder's Library

You will need [Adobe Acrobat Reader](#) in order to view the documents below. Some of these documents have been scanned and are of poor quality. The file sizes of these documents are also quite large and depending on your Internet connection speed, may take awhile to download.

Bidders Library:

California Office of the Governor

- "[Executive Order S-10-04](#)" (Sacramento, California, May 10, 2004)

California Performance Review

- California Performance Review Report, <http://www.report.cpr.ca.gov/>

Including but not limited to:

- [High-Value Urban Properties](#)
- Infrastructure
 - [Use of Few Models for Project Delivery Results in Missed Opportunities for Lowering Cost and Speeding Delivery](#)
 - [Reduce the State's Leasing Costs](#)
 - [Tapping Surplus Property Assets](#)
 - [Better Management Needed For California's Real Estate Assets](#)
 - [Release State Departments from the Real Estate Services Monopoly](#)
 - [Early Integration of Infrastructure and Resource Planning Necessary](#)
 - [Streamline the Environmental Review Process to Discourage Sprawl and Revitalize Older Developed Urban Areas](#)
- Resource Conservation & Environmental Protection
 - [Consolidate State Field and Regional Offices](#)
 - [Restructure Funding and Governance for Certain Land Conservancies](#)
 - [Consolidate Resource Land Acquisition Processes](#)
 - [Use Technology to Streamline the State-Level Environmental Review Process](#)

- Statewide Operations
 - [Wireless Fidelity Networks](#)

Department of General Services

- Statewide Property Inventory website
 - [Statewide Property Inventory](#)
 - [State Owned Property](#)
- State Administrative Manual - Sections pertaining to Real Estate, Asset Management & Capital Outlay are:
 - [1300 et seq](#): Real Estate Services Division
 - [6810 et seq](#): Capitalized Assets Planning & Budgeting
 - [6840 et seq](#): Administration of the Capital Outlay Program
- State of California – Department of General Services – Real Estate Services Division – Asset Planning and Enhancement Branch - [California's Asset Enhancement Approach to Land Sales](#)
- State of California Department of General Services, "[State Property Management Demonstration Project – Implementation Strategy and Business Plan for the California Public Real Estate Development and Management Corporation](#)," (Sacramento, California, May 1988)
- Department of General Services - [Capitol Outlay Seminar Rev. 5/99](#)
- Department of General Services, "[Annual Report to the State Legislature, Surplus Proprietary Lands 2003](#),"
- Department of General Services – Real Estate Services Division – [New Business Processes in the Real Estate Services Division](#), September 29, 1997
- Department of General Services – Real Estate Services Division – [Strategic Plan - Fiscal Year 2002-2003](#)
- Department of General Services – Real Estate Services Division – [Information Technology Strategic Plan - Fiscal Year 2003-2004](#)
- [Draft inventory of existing laws, statutes, and regulatory authorities that govern the acquisition, use management and disposal of State real property assets](#)
- State of California – Department of General Services- Real Estate Services Division – Asset Planning and Enhancement Branch – [Preliminary Analysis of Potential Reuse and Relocation of San Quentin Prison](#), June 2001

- State and Consumer Services Agency – Department of General Services – Office of Real Estate and Design Services – [Report to the Legislature State Surplus Property Inventory](#), January 1995
- California Department of General Services – Real Estate Services Division
 - [Standard Lease](#)
 - [Standard Lease Exhibit "B"](#)
 - [Standard Lease Exhibit "C"](#)
- California Department of General Services – Real Estate Services Division – "[Cost Savings through Negotiation of Facility Lease Contracts Report](#)" (Internal Database)

State Historical Building Register

- [Listing of State Owned Historical Buildings](#)

Department of Finance

- Department of Finance- 1999 Capitol Outlay and Infrastructure Report, <http://www.dof.ca.gov/HTML/capoutly/co-home.htm>
- Department of Finance- California's Five Year Infrastructure Plan 2002, <http://www.dof.ca.gov/HTML/capoutly/co-home.htm>
- Department of Finance- California's Five Year Infrastructure Plan 2003, <http://www.dof.ca.gov/HTML/capoutly/co-home.htm>
- Department of Finance, "Governor's Budget 2004–05" (Sacramento, California, May 2004), http://www.dof.ca.gov/HTML/BUD_DOCS/Bud_link.htm

Business, Transportation & Housing Agency

- [California Commission on Building for the 21st Century](#)

Reports by the Auditor General of California

- Report by the Auditor General of California, "[A Review of the Department of Transportation's Administration of Excess Land](#)" (Sacramento, California, January 1982)
- Report by the Auditor General of California, "[California Could Earn Millions of Dollars From Better Management of its Excess Land](#)" (Sacramento, California, December 1983)
- Report by the Auditor General to the Joint Legislative Audit Committee, "[University of California Property Management](#)" (Sacramento, California, January 1983)
- Report by the Auditor General of California, "[The Department of General Services Needs to Improve its management of State Leases and Real Estate](#)," (Sacramento, California, March 1990)
- Report by the Auditor General of California, "[The Department of General Services Needs to Improve its Management of the Design and Construction of State Buildings](#)" (Sacramento, California, February 1991)
- Report by the Auditor General, "[The State's Real Property Assets: The State Has Identified Surplus Real Property, but Some of Its Property Management Processes are Ineffective](#)", (Sacramento, California, January 2001)

Commission on California State Government Organization and Economy

- Commission on California State Government Organization and Economy, "[California State Government's Management of Real Property](#)" (Sacramento, California, March 1986)
- Commission on California State Government Organization and Economy, "[Real Property Management in California: Moving Beyond the Role of Caretaker](#)," (Sacramento, California, October 1990)
- Commission on California State Government Organization and Economy, "[California's Real Property Management: A Cornerstone for Structural Reform](#)," (Sacramento, California, December 1995)

Legislative Analyst Office

- Legislative Analyst Office "Assembly Constitutional Amendment 11", (Sacramento, California, February 2003) http://www.lao.ca.gov/2003/aca_11/020503_aca_11.pdf
- Legislative Analyst Office, "Higher Education Flexible Facility Utilization Standards" (Sacramento, California, November 2003) http://www.lao.ca.gov/2003/flexible_facility/Flexible_Facility.pdf

California Department of Transportation

- California Department of Transportation, "[2004 Legislative Proposal for Affordable Housing for Low and Moderate Income Tenants](#)," (Sacramento, CA, July 16, 2003)

EXHIBIT K TASK ORDER

Between Department of General Services
and _____
For Real Estate Asset and Portfolio Management Consultant
Services

Task Order #	
Contract No.	
ABMS Release #:	
Date:	

Per Agreement Number _____, this Task Order is being entered into for the following services. Except as amended herein, all other terms and conditions of the original agreement shall remain in full force and effect.

NAME OF PROJECT: NAME OF FACILITY: CITY:	
---	--

Beginning & Ending Date (if possible) or duration:	
--	--

SCOPE OF SERVICES:

The amount of this Task Order shall not exceed: \$ _____

Below is the RESD Project Manager assigned to the construction project. Make out invoices to the RESD Branch indicated below and submit to the Project Manager below.

Name:			
Branch/Division:	, Real Estate Services Division		
Section:			
Department:	Department of General Services		
Address:			
Phone & Fax:	(916)	Phone	(916) Fax
ARF	Amount available: \$	ARF W. O. #	Task #:
			Account:

Accounting Officer: X **Date:** _____
 I hereby certify upon my personal knowledge that budgeted funds are available for the period and purpose of the expenditure Stated above.

RESD Contractor
Proj. Dir./Mgr.: X X
Date
Printed Name:
Date

X
 Authorized RESD/DGS Designate: _____ Date

EXHIBIT L

**ADDENDA ACKNOWLEDGEMENT TO BE SUBMITTED WITH PROPOSAL
Package # 1**

In submitting this bid, Bidder represents that Bidder has examined copies of all the Contract Documents and acknowledges receipt of the following addenda:

Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____

Failure to acknowledge receipt of an addendum shall not in itself be cause for withdrawal or rejection of bids, if it can be shown that bidder did, in fact, receive such addendum prior to bid opening.

Company name:	
Bidder's Signature:	X

Exhibit M

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION PROGRAM REQUIREMENTS

Public Contract Code Section 10115 establishes a contract participation goal of at least three percent (3%) for Disabled Veteran Business Enterprise (**DVBE**) for State agencies. **DVBE participation requirements are required for this contract.** This bid package provides information for the DVBE Participation Program. Bidders must meet DVBE Participation Program requirements to be viewed as a responsive bidder and considered for contract award.

PLEASE READ THESE INSTRUCTIONS CAREFULLY

Bidders must fully comply with DVBE Participation Program requirements. Bidders that do not submit a complete response may find their bid determined to be non-responsive and the bid rejected.

For assistance with meeting the DVBE participation program requirements, please contact:

Yolanda Hazewood, DVBE/SBE Coordinator

Department of General Services
Real Estate Services Division
707 Third Street, Suite 2-350
West Sacramento, CA 95605
Phone: (916) 376-1756
Fax: (916) 376-1778

The **Office of Small Business and DVBE Certification** (OSDC) offers program information and may be reached at:

Department of General Services
Office of Small Business and DVBE Certification (OSDC)
707 3RD Street, Suite 1-400
West Sacramento, CA 95605
Homepage: <http://www.pd.dgs.ca.gov/smbus>
24-hour information and document request system: (916) 322-5060
Receptionist: (916) 375-4940
FAX: (916) 375-4950

INSTRUCTIONS FOR DVBE PARTICIPATION PROGRAM COMPLIANCE OPTIONS

If for any reason you fail to meet the 3% DVBE participation goal for this bid and have not completed the good faith effort steps your bid will be considered non-responsive.

Before you begin to prepare your bid response, you will need to determine which option you will document to meet the DVBE Participation Program requirements.

OPTION 1 - Commitment to Contract Participation – Meet or exceed the 3% goal for DVBE participation for this Bid. Should your efforts result in partial or no participation, you may meet DVBE program requirements by showing proof of your “Good Faith Effort” to attain DVBE participation for this Bid.

Meet or exceed the DVBE participation goal of at least 3% for the proposed contract by one of the following two (2) ways:

1. **DVBE Bidder** - If you are a DVBE bidder, agree to perform at least 3% of the contract bid amount or value with your firm or in combination with other DVBE firms. You **must** write that commitment on *Attachment II*, Disabled Veteran Business Enterprise Participation Summary 840 Form, Document 00452-2. For instructions on how to complete this document see *Attachment I*, Disabled Veteran Business Enterprise Participation Summary, Completion Instructions, Document 00452-1.
2. **Non-DVBE Bidder** - If you are a non-DVBE bidder, agree to use other firms for at least 3% of the contract bid amount or value. You **must** write that commitment on *Attachment II*, Disabled Veteran Business Enterprise Participation Summary (STD 840) Form, Document 00452-2. For instructions on how to complete this document see *Attachment I*, Disabled Veteran Business Enterprise Participation Summary, Completion Instructions, Document 00452-1.

DVBE Certification: OSDC-DVBE certification is the only acceptable certification. To verify if a contractor is certified refer to the OSDC web-site at <http://www.pd.dgs.ca.gov/osbcr>. Bidders must provide certification verification for each participating DVBE bidder, subcontractor, and/or supplier.

OPTION 2 – Good Faith Effort (GFE) Outreach Steps – If a bidder is unable to fully meet the 3% DVBE participation requirement, then he/she must also complete steps 1 through 5 of the “Good Faith Effort” (see page 3 of this document for instruction) in an attempt to find and utilize other DVBE firms to reach the 3% requirement. You **must** write down your efforts on *Attachments III, IV, V and VI*, Good Faith Effort Documentation Forms, 00453-1 through 00453-4, providing required information and documentation of all efforts and results.

GOOD FAITH EFFORT COMPLETION INSTRUCTIONS

Step 1 – Outreach to Awarding Department

Contact the State DVBE Coordinator, listed on page 1 of this document to identify potential DVBE subcontractors/suppliers and to clarify questions regarding the DVBE requirements. You must write that contact and results on *Attachment III*, Good Faith Effort Documentation Form 00453-1, under Step 1.

Step 2 – Outreach to other State, Federal and Local Organizations

- a. State – Contact the OSDC to identify certified DVBE's. An Internet Certified DVBE Query Report is available at <http://www.pd.dgs.ca.gov/osbcr> or a listing may be requested by calling (916) 322-5060. You must document this contact and the results on *Attachment III*, Good Faith Effort Documentation Form 00453-1, under Step 2a.
- b. Federal – Contact the Central Contractors Registration (CCR) Internet site at <http://www.ccr.gov> and select Dynamic Small Business Search on the left side of the menu. You must document this contact and the results on *Attachment III*, GFE Documentation Form 00453-1, under Step 2b.
- c. Local - The OSDC publishes the "State Contracting Resource Packet" to assist bidders with meeting this requirement. The "State Contracting Resource Packet" may be attached for your information. It is also available on the Internet at <http://www.pd.dgs.ca.gov/smbus> or may be requested by calling (916) 322-5060. Contact local organizations to identify potential DVBE subcontractors/suppliers. You must document this contact(s) and the results on Attachment III, GFE Documentation Form 00453-1, under Step 2c.

Step 3 – Advertisements

Public Contract Code Section 10115.2(b)(3), States that bidders must advertise in one (1) Trade and one (1) Focus publication unless the DVBE participation goal is satisfied. The "State Contracting Resource Packet" contains a listing of Trade and Focus publications to assist bidders in meeting this requirement.

Although a publication may qualify as both a Trade and Focus publication you must publish an advertisement in two (2) separate publications to meet this requirement.

- a. THE ADVERTISEMENTS MUST BE PUBLISHED FOR AT LEAST ONE DAY, 14 DAYS PRIOR TO THE BID OPENING DATE. THE 14-DAY REQUIREMENT ON ADVERTISING IS STRICTLY ENFORCED WITH NO EXCEPTIONS.
- b. You must list the publication name and advertisement date(s) on Attachment IV, GFE Document Form 00453-2 and include complete copies of advertisement(s) with publication date(s), name of publication and a complete narrative or a publisher's affidavit with your Bid Proposal

- c. Sample advertisement content:

(YOUR COMPANY NAME)
IS SEEKING QUALIFIED
DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
SUBCONTRACTORS AND/OR SUPPLIERS
TO PROVIDE (WHAT) FOR (PROJECT)(LOCATION)
CONTACT: (NAME, ADDRESS, TELEPHONE, FAX, E-MAIL)
BIDS DUE: (DATE/TIME)
(BID OR SOLICITATION NUMBER)

Step 4 - Invitations to Bid

- a. Invite identified DVBE subcontractors/suppliers to bid. Solicit a strong sampling of the DVBE firms from the contacts made under GFE steps 2 and 3. The GFE solicitation must be sent and dated prior to the bid opening date to allow potential subcontractors time to review plans and put together a timely sub-bid to the prime. Solicitations can be made by telephone, by letter, by fax or by e-mail. Whatever method of solicitation you choose, you must provide proof to support that solicitations were made and you must document this on *Attachment V*, GFE Documentation Form 00453-3

Telephone Solicitation - If solicitations were made by telephone, provide a copy of a telephone log detailing the company name, the person you spoke with, the date, the time and what business opportunities were discussed. This information must be provided for each company you contact.

Letter Solicitation – If solicitations were made by letter, provide a copy of the actual letter that you sent to each company. All letters sent must include the solicited DVBE company's name and address.

Fax or e-mail Solicitation – If solicitations were made by fax, provide copies of the faxes sent and copies of the fax receipts. If solicitations were made by e-mail, provide a copy of the e-mails sent. All faxes and e-mails must include the solicited DVBE company's name and address.

Step 5 - Consider Responses

- a. To avoid the problem of not receiving any responses or bids from the DVBE firms, the prime contractor should establish two-way communication with the DVBE firms by performing follow-up calls to the solicited DVBE firms prior to the State's bid opening date. Bidders must consider responding DVBE's for contract participation. Consideration should be based upon business reasons and the same criteria must be applied to all potential subcontractors/suppliers.
- b. You *must* list on Attachment VI, GFE Documentation Form 00453-4 those firms that responded to your Invitation to Bid.

- c. If a DVBE firm is "Selected" indicate the firm's name under the column entitled "DVBE Name" and indicate "Selected" under the column entitled "Selected/Business Reason for Non-Selection".

NOTE: Firms shown as selected are to be listed on the attached Disabled Veteran Business Enterprise Participation Summary (STD 840) Form, Document 00452-2.

- d. If a firm submitted a bid, and you choose not to use them, you must state the reason for non-selection for ALL firms that responded under "Selected/Business Reason for Non-Selection."

- e. If you have exhausted all avenues to attain DVBE bid responses, and no responses were received, indicate "None" on the Disabled Veteran Business Enterprise Participation Summary (STD 840) Form, Document 00452-2 and the 00453-4 document

NOTE: If you perform follow-up calls after your solicitation, you will not have to indicate "None", since the two-way-communication of a successful follow-up call will give you reasons and results to place on Attachment VI, GFE Documentation Form 00453-4.

REMEMBER TO SIGN THE LAST PAGE OF ATTACHMENT IV, GFE DOCUMENTATION FORM 00453-4.

DVBE Notifications

Each listed DVBE **must** be utilized for the specific nature of work, as indicated in your Bid Proposal. It is the prime contractor's responsibility to keep all DVBE's informed, and to give them reasonable notification of the time frame in which their participation will take place on the project.

The listed DVBE will also receive State notification of the award and the official start of the project. They will be instructed to contact the Prime contractor who listed them, if they have not heard from him/her within a reasonable period of time, to discuss their expected performance under the contract.

In the event the contract is amended to increase the amount, Contractors are required to comply with the State's DVBE participation requirements for the amended amount. To insure that the listed DVBE is being utilized to the full amount of the commitment, a reminder notice will be sent to the Prime contractor mid-way through the contract.

Contract Audits

Contractor agrees that the State or its delegate will have the right to review, obtain, and copy all records pertaining to performance of the contract, including but not limited to reports of payments made to subcontractors during the term of the contract. Contractor agrees to provide the State or its delegate access to its premise, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

ANSWERS TO FREQUENTLY ASKED QUESTIONS:

The following questions are among the most frequently asked regarding DVBE requirements:

Q: If I am awarded the contract, either with partial or full goal attainment documented, am I required to use the subcontractor/supplier proposed in my bid?

A: Yes, unless you have requested and received approval from the State for substitution. Written requests should include the person's or firm's name to be substituted, the substitution reason, the reason a non-DVBE subcontractor is proposed, if applicable and describe the business to be substituted including its business status as a sole proprietorship, partnership, corporation or other entity and the certification status of the firm, if any. See Title 2, California Code of Regulations, Section 1896.64 (c) & (d) for substitution criteria.

The request and the State's approval or disapproval is not construed as an excuse for non-compliance with any other provision of the law, including but not limited to the Subletting and Subcontracting Fair Practices Act, or any other contract requirements relating to substitution of subcontractors. Failure to adhere to at least the DVBE participation proposed by the successful Contractor may be cause for contract termination and recovery of damages under the rights and remedies due the State for default section of the contract(s) and any other penalties provided for by statute.

Q: Who notifies the subcontractor when an award is made?

A: Upon award to a prime Contractor, the Awarding Department notifies listed subcontractors of their contract participation. Primes are encouraged to notify their listed subcontractors immediately after an award is made to formalize their business agreements.

Q: What happens to bids considered non-responsive to the DVBE Participation Program requirements?

A: Non-responsive bids are subject to rejection. Many are rejected because of:

- Incomplete documentation
- Documentation not received by bid due date
- Mathematical error related to the percentages

Q: If I am a disabled veteran business enterprise, can I meet the 3% contract goals as a single company?

A: Yes.

Q: If my submitted bid meets the contract goal and the State decides to make multiple awards to the bid/contract, could my bid be considered non-responsive?

A: No. The State's decision to make multiple awards will not jeopardize bid compliance.

**DOCUMENT 00452-1
DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
PARTICIPATION SUMMARY
*Completion Instruction***

ATTACHMENT II, GFE DOCUMENTATION FORM 00452-2 **MUST** BE COMPLETED WHETHER THE CONTRACT GOALS ARE ACHIEVED OR A “GOOD FAITH EFFORT” IS MADE AND PROVEN. IF NO PARTICIPATION IS OBTAINED, STATE “NONE.” FULL AND PARTIAL GOAL ACHIEVEMENT SHOULD ALSO BE REPORTED.

TYPE OF WORK – identify the proposed work to be performed by the DVBE prime contractor or DVBE subcontractor(s).

DVBE COMPANY NAME – list the name of the company proposed for DVBE participation. If the prime contractor is a DVBE, the name **MUST** be listed for participation.

DVBE IS CONTRACTING WITH – list the name of the department or company with which the company listed is contracting (Prime Contractor’s Name).

DOLLAR AMOUNT TO DVBE – the total participation dollar amount given to the DVBE for this bid.

PERCENTAGE TO DVBE – the total percentage given to the DVBE for this bid.

DVBE CERTIFICATION – To obtain DVBE participation credit, the Prime Contractor or Subcontractor/Supplier firm must be formally certified by the Office of Small Business and DVBE Certification (OSDC) as a DVBE. Provide OSDC certification number and a copy of the certification letter for the Prime or Subcontractor/Supplier. (Prime should ask Subcontractor/Supplier to provide them with a copy of their OSDC certification letter)

**DVBE PARTICIPATION SUMMARY
00452-1**

BIDDERS NAME _____

ATTACHMENT II

**DISABLED VETERAN BUSINESS
ENTERPRISE PARTICIPATION SUMMARY**

Form 840 02/2003

See completion instructions on prior page.

TYPE OF WORK (Service or Materials)	DVBE COMPANY NAME	DVBE IS CONTRACTING through: (list prime or sub' s name)	DOLLAR AMOUNT TO DVBE	PERCENTAGE TO DVBE	DVBE Cert Attached (check mark)

DVBE PARTICIPATION SUMMARY
00452-2

BIDDERS NAME _____
 GOOD FAITH EFFORT DOCUMENTATION FORM

ATTACHMENT III

This form is provided to document outreach, solicitations and consideration given to DVBE's.

Step 1 – Contact Awarding Department to identify potential DVBE subcontractors/suppliers.

Step 2 – Contact other: a) State, b) Federal and c) Local organizations to identify potential DVBE subcontractors/suppliers.

	Date/Time	Agency/Organization Name	Contact Person/Method Check [X] one below	Telephone Number Internet Address	Contact Results
Step 1		AWARDING DEPARTMENT DGS-RESD	YOLANDA HAZEWOOD <input type="checkbox"/> TELEPHONE or <input type="checkbox"/> MANDATORY BID WALK	Fax: (916) 376-1778 Voice Mail: (916) 376-1756	
Step 2a.		OTHER STATE CONTACT DGS, Office of Small Business and DVBE Certification (OSDC)	<input type="checkbox"/> Called (916) 322-5060-VM (916) 375-4940 Or <input type="checkbox"/> Logged on to web page	Phone: (916) 322-5060 http://www.pd.dgs.ca.gov/smbus	
Step 2b.		FEDERAL CONTACT	<input type="checkbox"/> Internet Print page one and include With DVBE packet	http://www.ccr.gov	
Step 2c.		* LOCAL ORGANIZATION _____ (Your Choice)	<input type="checkbox"/> Telephone <input type="checkbox"/> Internet <input type="checkbox"/> Fax <input type="checkbox"/> Letter _____ (Name of Contact)	_____ (Telephone Number) _____ (E-mail Address)	

*Bidder must contact at least **one (1) Local organization** that helps to identify potential DVBE firms. To find a Local organization, utilize the **OSDC Resource Packet** which **can be obtained by contacting OSDC** at the telephone number(s) and internet website listed above (or from the Awarding Department).

BIDDERS NAME _____

ATTACHMENT IV

GOOD FAITH EFFORT DOCUMENTATION FORM (continued)

Step 3 – Advertisements – List publications in, which placed advertisements in for potential DVBE subcontractors/ suppliers (include a copy of each advertisement with bid). List publication dates for each advertisement.

ADVERTISEMENTS MUST BE PUBLISHED NO LESS THAN 14 DAYS PRIOR TO BID OPENING DATE.

Publication Name

Publication Date(s)

1. **FOCUS -**

2. **TRADE -**

**DVBE PARTICIPATION SUMMARY
00453-2**

BIDDERS NAME _____

ATTACHMENT V

GOOD FAITH EFFORT DOCUMENTATION FORM (continued)

Step 4 – Invitations to Bid

- a) List the name of DVBE firm solicited and the method used below.
- b) **Solicitation Copy: Attach** a copy of solicitation documents that were sent to potential DVBE subcontractors/suppliers. Attach fax log or postal mail list receipt seal. If multiple solicitation methods used, **attach** a solicitation copy for each method. If phone contacts were made, **attach** telephone log showing documentation of conversations: date, time, contact person, and business opportunities discussed. Use additional pages if needed

DVBE Name

Solicitation Method

DVBE Name	Solicitation Method
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BIDDERS NAME _____

ATTACHMENT VI

GOOD FAITH EFFORT DOCUMENTATION FORM (continued)

Step 5 – Consider DVBE responses – List below the DVBE's responding to your solicitation. If selected for participation, write in “selected” or the business “reason for non-selection”. List responses to your follow-up calls. Use additional pages as needed. If you have exhausted all resources and received no responses, please indicate “none”.

DVBE Name	Selected or Business Reason for Non-Selection
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

EXHIBIT N EVALUATOR'S SCORE TABULATIONS

RESD - 52 - Request for Proposal Real Estate Asset & Portfolio Management Consultant Services

Department of General Services, Real Estate Services Division
707 3rd Street, 6th Floor, West Sacramento, CA 95605

Firm Scored: _____

Name of State's Reviewer: _____ Date: _____

<u>CRITERIA</u>		<u>Maximum Points</u>	<u>Actual Awarded</u>
1.	Receipt of Bid - On time, sealed and properly marked	Pass/Fail	_____
2.	Completeness Check	Pass/Fail	_____
3.	Disabled Veterans' Business Enterprise Submittal	Pass/Fail	_____
4.	Bid / Bidder Certification Sheet	Pass/Fail	_____
5.	Experience on Similar Projects	Pass/Fail	_____
6.	Corporate Experience References (25 Points Total Maximum)		_____
a.	General consulting and strategic planning services for both public and private real estate owners.	3	_____
b.	Business process assessments and reengineering	2	_____
c.	Performance benchmarking	2	_____
d.	Facility operations assessments	2	_____
e.	Quantitative and qualitative analysis of real estate decision-making	2	_____
f.	Formation of a 501(c)(3) corporation	2	_____
g.	Financing of real estate transactions	2	_____
h.	Property valuation	2	_____
i.	Property management	2	_____
j.	Facilities management	2	_____
k.	Real estate project management	2	_____
l.	Due diligence reviews	2	_____
7.	Proposed Key Personnel Resumes (30 Points Total Maximum)		_____
a.	Day to day mgmt of services, overall performance, and contract compliance	7	_____
b.	Management & coordinating resources, project scheduling, keeping with State requirements.	7	_____
c.	Identify problems, recommend solutions, coordinate with the State.	7	_____
d.	5-years experience as a Project Manager w/ 2 years similar to scope	5	_____
e.	PMI PP certification attached	2	_____
f.	Experience developing strategic & tactical real estate portfolio mgmt solutions for government	2	_____

8. Project Plans (55 Points Total Maximum)

a. Section II, Item E. Bidders Responses	25	_____
b. Project Plan Methodology Overview	10	_____
c. Workplan	5	_____
d. Staffing Plan	5	_____
e. Issue Management Plan	5	_____
f. Change Management Plan	5	_____

9. Staffing Matrix (10 Points Total Maximum)

a. Adequate and appropriate staff	2	_____
b. Deliverables	2	_____
c. Milestones	2	_____
d. Estimated hours associated to tasks	2	_____
e. Experience of Staff	2	_____

10. Interview Presentation (10 Points Total Maximum)

a. Demonstrated competence & specialized experience of the firm & its team.	2	_____
b. Nature and quality of completed work.	2	_____
c. Reliability of firm and continuity of proposed firm's staff & sub-contractors with firm.	2	_____
d. Firm's workload & demonstrated ability to meet schedules.	2	_____
e. Overview of Bid & discussion of its ability to meet California's unique needs & issues.	2	_____

Sub total: 130

If Bidder achieved 100 points above, then its Cost Proposal will be opened and scored.

11. Cost Bid Evaluation (70 points total maximum)

Small Business Preference (5% preference if yes)	Yes/No	_____
TACPA Preference (5% preference if yes)	Yes/No	_____
EZA Preference (5% preference if yes)	Yes/No	_____
LAMBRA Preference (5% preference if yes)	Yes/No	_____

Lowest Bidder's Cost = (Factor x 70 = _____ points) 70 _____

Factor in any preferences if applicable _____

Lowest Bidder's Cost = (factor) x maximum cost points = cost points for other Bidder's Cost: _____

EXAMPLE: Lowest cost proposal = \$ 75,000
 Other proposal = \$100,000
 70 points available

(lowest cost proposal) \$75,000 = $\frac{3}{4} \times 70 = 52.5$ cost points awarded to
 (other proposal) \$100,000 4 other proposal

TOTAL RATING OF THIS FIRM: Maximum vs Awarded 200 _____

BIDDER'S BOND

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

KNOW ALL MEN BY THESE PRESENTS:

That we,

_____ as Principal, and

as Surety, are held and firmly bound unto the State of California, hereinafter called the State, in the penal sum of ten percent (10%) of the total amount of the bid of the Principal above named, submitted by said Principal to the State of California, Department of General Services, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such that:

WHEREAS, the Principal has submitted the above-mentioned bid to the State of California, Department of General Services, for certain construction specifically described as follows, for which bids are to be opened at _____

(Insert place where bids will be opened)

on _____

(Insert date of bid opening)

for _____

(Copy here the exact description of work, including location, as it appears on the proposal)

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the two bonds with the Department, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20____.

(SEAL)
(SEAL)
(SEAL)

Signature of Principal

(SEAL)
(SEAL)
(SEAL)

Signature of Surety

NOTE: Signatures of those executing for the Surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On this _____ day of _____ in the year of 20____ before me, a notary public in and for the county and State aforesaid, personally appeared,

_____ known to me to be the person whose name is subscribed to the within instrument

and known to me to be the attorney-in-fact of _____ and

acknowledged to me that he subscribed the name of the said company thereto as surety, and his own name as attorney-in-fact.

(SEAL)

Notary Public

BIDDER'S BOND
505 00420

**EXHIBIT O
BIDDER'S BOND**

EXHIBIT P REQUIRED ATTACHMENT CHECK LIST

A complete Bid or Bid Package will consist of the items identified below.

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

<u>Attachment/Exhibit</u>	<u>Name/Description</u>
---------------------------	-------------------------

ENVELOPE 1

_____	Exhibit P	Required Attachment Checklist
_____	Exhibit I	Bid/Bidder Certification Sheet
_____	Exhibit H	Corporate Experience References
_____	Exhibit F	Key Personnel Resume Summary
_____	Exhibit L	Addenda Acknowledgement
_____	Exhibit M	Disabled Veteran Business Enterprise Participation Forms (Attachments II, II, III, IV, V, & VI) Attach any Additional Good Faith Effort Documentation.
_____	Exhibit O	Bidder's Bond
_____	Exhibit G	Bidder's Proposal
_____		Electronic Copy of CD/ROM

ENVELOPE 2

_____	Exhibit E	Cost Sheets 1 & 2
_____		Electronic Copy of CD/ROM