

REQUEST FOR PROPOSAL (RFP) CALST-RFP-00000342-2023 Grants Search & Grant Writing Services

February 7, 2023

Mary Carrillo, Contract Manager		
California State University, Office of the Chancellor		
Contract Services & Procurement		
401 Golden Shore		
Long Beach, CA 90802		
T: 562-951-4639		
Email: mcarrillo@calstate.edu		

ONLINE BID SUBMITTAL ONLY THROUGH CSUBUY

NOTE: Updates, changes or addendums to the RFP are posted at: https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=CalState

Table of Contents

SECTION 1 – PURPOSE, OVERVIEW, AND TERM	3
SECTION 2 – SCHEDULE OF EVENTS	4
SECTION 3 – SOLICITATION PROVISIONS AND PROPOSER'S CERTIFICATION	N5
SECTION 4 – SCOPE OF WORKError! Bookmark	not defined.
SECTION 5 – CONTRACTOR QUALIFICATIONS AND REQUIREMENTS	17
SECTION 6 – EVALUATION AND SELECTION CRITERIA	19
SECTION 7 – INSTRUCTIONS, CONTENT, AND FORMAT	21

Appendices

Appendix A CSU Sample Agreement* and CSU General Provisions for Service Acquisitions https://www.calstate.edu/csu-system/doing-business-with-the-csu/contract-services-and-procurement/Documents/General-Provisions-IT.docx

Appendix B CSU Payee Data Record, STD 204
https://www.calstate.edu/csu-system/doing-business-with-the-csu/contract-services-and-procurement/Documents/ca_non-resident_packet_2020.pdf

Appendix C CSU Small Business/DVBE Bidder Declaration
https://www.calstate.edu/csu-system/doing-business-with-the-csu/contract-services-and-procurement/Documents/bidder declaration form gspd105.pdf

Appendix D Service Order and Authorization to Proceed

*Attached

SECTION 1 - PURPOSE, OVERVIEW, AND TERM

1.1 PURPOSE

The purpose of this best value RFP is to provide The California State University (CSU) Office of the Chancellor (CSUCO), the 23 CSU campuses and auxiliaries with one or more firm(s) that will find grant opportunities that can be leveraged by the CSU and as an additional service provide grant writing services on an as-needed basis. A Master Agreement shall be awarded to one or more firm(s) that best meet the requirements of the RFP. The Master Agreement shall be available to CSU Office of the Chancellor, CSU campuses, and CSU auxiliaries on an as-needed basis. CSU does not guarantee campus or auxiliary engagement.

The intention of acquiring these services is to help the CSU, the Chancellor's Office, and the 23 campuses find, win, and receive additional funding that grants provide in the area of sustainability, climate resilience, and carbon reduction. The grants may be state, local, private, and federal opportunities that are focused towards climate change and will help off-set the decreased funding received from the state.

The grants that the CSU and CSUCO are seeking to utilize are not research or development type grants but physical infrastructure development grants.

1.2 OBJECTIVE

The overall objective of this RFP is to select a firm(s) that can identify grant opportunities from multiple sources which are focused on turn-key/shovel ready infrastructure projects in the facilities operations and maintenance or construction departments (i.e. building upgrades, retro-fits, energy efficiency, water conservation, deferred maintenance and improvements). The firm(s), working with the CSU Office of the Chancellor's Capital Planning Design and Construction (CPDC) staff, will support in the Grants Management program as part of the support/shared services offered by the Office of the Chancellor. The intention of the program is to support the search/identification, acquisition, funding, and reporting of state, local, private, and federal grant opportunities both internally within the CO as well as campuses throughout the system. This year, sources within the governor's office have confirmed more than \$50 billion being made available for public institutions, to address climate change and promote resiliency. Given the current labor market, campuses have expressed interest in pursuing grants but have indicated limited bandwidth and, in some case, a lack of subject matter expertise and have asked for CO support. Additionally, decreased state funding and limited availability of dollars allocated to energy efficiency, water conservation, deferred maintenance and infrastructure improvement, development of this program represents a wise investment for the CSU.

As additional services, this RFP also addresses, identifying of potential grant applications and grant writing.

Firm(s) may offer proposals on A. Grant Search/Application, and/or B. Grant Writing, or C. Both. Firm(s) should specify on which area they are bidding clearly and concisely in the cover letter.

1.4 AWARD OF CONTRACT

The CSU reserves the right to reject any or all proposals. Award, if any, will be to the proposer whose proposal (i) best complies with all the requirements of the RFP documents and any addenda and (ii) offers the CSUCO with the optimal combination of product features, services and financial benefits. A "Notice of Intent to Award" will be publicly posted for five (5) consecutive working days prior to the award. Written notification will be made to unsuccessful proposers. Evaluation methodology and bases for award are described in Section 6 – Evaluation and Selection Criteria.

1.5 RFP RULES AND INSTRUCTIONS

The rules governing this RFP are stated in Section 7 – (Instructions, Content, and Format). Proposers are advised to carefully read, understand, and comply with these requirements in preparing their responses to this RFP.

1.6 TERM

The term will be from July 1, 2023 – June 30, 2025, with three (3), optional, one-year renewals.

1.7 ABOUT THE CSU

The CSU is the largest system of higher education in the nation. CSU is one of the most diverse and most affordable university systems in the country. The CSU system is comprised of twenty-three (23) campuses statewide plus the Office of the Chancellor in Long Beach, which is governed by the CSU Broad of Trustees consisting of 25 members. The CSU system serves almost 479,000 students and employs 51,000 faculty and staff.

SECTION 2 – SCHEDULE OF EVENTS

Event	Date	Time
Release of Request for Proposal	February 7, 2023	
Bidder's Conference Bidders shall RSVP to Mary Carrillo at mcarrillo@calstate.edu in order to receive call-in information	February 17, 2023	11:00 am PT
Last Day to Submit Questions for Clarification	February 22, 2023	2:00 pm PT
Deadline for Submission of Proposals:	March 6, 2023	2:00 pm PT
Finalist(s) Interviews/Demonstrations (Optional) Demonstrations		TBD
Notice of Intent to Award	March/April	
Contract Award	March/April	
Commencement of Services	March/April	

Communications regarding this RFP

All communications concerning this RFP, including any questions and/or requests for clarification, must be via the CSUBUY portal. Responses to questions and addendums will be posted on the CSU website at: https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=CalState

All dates up to and including the "Deadline for Submission of Proposals" may be adjusted upon advanced written notice. Dates after the "Deadline for Submission of Proposals" may be adjusted without written notice. Additional RFP steps may be included at the discretion of the CSU.

PROPOSALS NOT RECEIVED BY THE DATE AND TIME SPECIFIED WILL BE REJECTED.

SECTION 3 – SOLICITATION PROVISIONS AND PROPOSER'S CERTIFICATION

3.1 SOLICITATION PROVISIONS

3.1.1 DEFINITIONS

As used in this section, and elsewhere in this RFP, the following terms shall have the following meanings:

- a) "Trustees of the California State University are referred to as "CSU staff," or "Trustees."
- b) "Sub applicant" refers to the Trustees have selected in partnership for the application of a grant.
- c) "Sponsored Programs Office (SPO)" refers to the CSU Grants, Research, and Sponsored Programs Offices that is responsible for submission, receipt, administering, and post-award tracking.
- d) "Bid" and "proposal" are synonymous and mean an offer made in response to a solicitation to perform a contract for work and labor, or to supply goods at a specified price, whether or not it is considered a "sealed bid" or results in award of a contract to a single or sole source.
- e) Proposer" or "Bidder" or "Respondent" is used interchangeably, and each shall apply to the business entity that submits a bid/proposal.
- f) "Contractor" means, the business entity that is awarded a contract and successfully negotiates a contract resulting from this RFP.
- g) "Program Lead" refers to the firm's experience and qualified professional leading the day-today direction and management of the Program.
- h) "Principle Investigator" (PI), refers to the individual within the applicant organization to have the authority and responsibility to lead and support the grant.

3.1.2 RESERVATION OF RIGHTS

The CSU may reject any or all proposals and may waive any immaterial deviation in a Proposal. The CSU's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Proposer from full compliance with the specifications if the Proposer is awarded the contract. Proposals that include terms and conditions other than the CSU's terms and conditions may be rejected as being non-responsive. In the event all proposals are rejected, or the CSU determines alternative solutions are in its best interest, the CSU may cancel this solicitation and pursue alternative sourcing options.

The CSU may make such investigations as deemed necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish all such information and data for this purpose. The CSU reserves the right to reject any submittal made pursuant to this RFP or any subsequent Proposal or bid if the evidence submitted by, or investigation of, such Proposer fails to satisfy the CSU that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work specified. Additionally, the CSU reserves the right to request additional performance guarantees if, in the sole opinion of the CSU, financial stability or capability cannot be established.

3.1.3 NON-ENDORSEMENT

If selected as a qualified Proposer, the Proposer shall not issue any news releases or other statements pertaining to selection, which state or imply CSU endorsement of Proposer's services.

3.1.4 DISPUTES/PROTESTS

CSU encourages potential Proposers to resolve issues regarding the requirements or the procurement process through written correspondence and discussions. The CSU wishes to foster cooperative relationships and to reach a fair agreement in a timely manner.

Proposer's filing a notification to protest must do so within five (5) business days after a Notice of Intent to Award has been publicly posted. The protesting Proposer shall submit a full and complete written statement detailing the facts in support of the protest within 10 calendar days after expressing notification to protest. Protest must be sent by certified or registered mail or delivered in person to the Executive Vice Chancellor, Administration and Finance, or designee, Office of the Chancellor. Within a reasonable time after receipt of the written statement of protest, the CSU will provide a decision on the matter. The decision will be in writing and sent by certified or registered mail or delivered in person to the protesting Proposer. The decision of CSU is final.

3.1.5 AWARD OF CONTRACT

The CSU reserves the right to reject any and all proposals and to award one or more contracts. Award, if any, will be to the Proposer whose proposal best complies with all of the requirements of the RFP documents and any addenda. A "Notice of Intent to Award" will be posted publicly for five (5) consecutive working days prior to the award. Written notification will be made to unsuccessful vendors.

The selected Proposer and the CSU shall commit to negotiation for the final scope of services to be accepted and execution of an agreement in substantial accordance with the terms and conditions herein within 30 days of the Notice of Intent to Award. Should the parties be unable to reach final agreement within this time frame, the parties may mutually agree upon a time extension to complete negotiations and contract execution. If the parties are unable to agree upon a time extension, or if the CSU determines that a time extension would not be beneficial to the project, the CSU reserves the right to terminate negotiations and proceed with a secondary finalist.

3.1.6 EXECUTION OF THE AGREEMENT

The Agreement shall be signed by the Contractor and returned, along with the required attachments to CSU within **fourteen (14)** calendar days from receipt of contract. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until approved by the appropriate CSU officials. Any work performed prior to receipt of a fully executed contract shall be at contractor's own risk.

3.1.7 FAILURE TO EXECUTE THE AGREEMENT

Failure to execute the Agreement within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. If the successful Proposer refuses or fails to execute the Agreement, the CSU may award the Agreement to the next qualified Proposer.

3.1.8 CONFLICT OF INTEREST

Potential Contractors are advised that Contractor's officers and employees shall comply with the disclosure, disqualification, and other provisions of California's Political Reform Act of 1974 (Government Code Section 81000 et seq.) if their responsibilities include the making or participation in the making of a CSU decision.

3.1.9 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE

In accordance with Government Code section 14838(f), and Military and Veterans Code sections 999.5(a) and 999.5(d), the Trustees shall grant a bid incentive for bid evaluation purposes only to Proposers that achieve a minimum of three percent DVBE participation. The level of DVBE incentive will correlate to the level of participation; that is, the more DVBE participation proposed, the higher the incentive. The combination of preferences (Small Business Preference, for example) with a DVBE incentive may not exceed ten percent or \$100,000, whichever is less. A non-small business cannot displace a California certified small business from the top ranked position due to application of preferences or incentive. The bid incentives levels are as follows:

DVBE Participation	Incentive
1%	1%
2%	2%
3%	3%
4%	4%
5% and above	5%

For further information on this topic only, contact Renee Sotelo at rsotelo@calstate.edu

- a) A "Disabled veteran business enterprise contractor, subcontractor, or supplier," means any person or entity that has been certified by the Office of Small Business & DVBE Services and that performs a "commercially useful function," in providing services or goods that contribute to the fulfillment of the contract requirements.
- b) In order to qualify for this incentive, the Proposer must meet at least one (1) percent DVBE Participation which is attained when:
 - a. The Proposer is not a DVBE and is committed to use DVBEs for not less than one (1) percent of the Contract dollar amount; or
 - b. The Proposer is a DVBE and is committed to performing not less than one (1) percent of the Contract dollar amount with its own forces or in combination with those of other DVBEs.
- c) Documentation Requirements. The Proposer must document its satisfaction of the DVBE participation level on the forms in the Appendices. Final determination of DVBE Participation Attainment by the Proposer shall be at the Trustees' sole discretion.
- d) Use of Proposed DVBE. If awarded the Contract, the Contractor must use the DVBE suppliers and/or subcontractors proposed in its proposal unless it has requested substitution and has received approval of CSU in compliance with the Subletting and Subcontracting Fair Practices Act. See Article 4.04, Substitution of Subcontractors.
- e) CSU's Reporting of DVBE Participation. Responsive to direction from the State Legislature, CSU seeks to report increased statewide participation of DVBE in contract awards. To this end, the Contractor shall inform CSU of any contractual arrangements with subcontractors, consultants or suppliers that are certified DVBE.
- f) Additional DVBE Information Sources. For more information regarding DVBE certification, copies of directories or for general DVBE information, contact:

State of California, Department of General Services, Procurement Division Small Business & DVBE Services Branch
707 Third Street, First Floor, Room 400, West Sacramento, CA 95605
Telephone number: (800) 559-5529 or (916) 375-4940
Fax number: (916) 375-4950

Email: osdchelp@dgs.ca.gov Internet www.pd.dgs.ca.gov/smbus

Internet: https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise

3.1.10 SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST

The State of California requires agencies to provide a five percent (5%) of cost preference to Proposers who qualify as a small business or a non-small business that commits 25% of the contract value to a certified small business. Only small businesses certified by The Office of Small Business and DVBE Services or a non-small business that commits 25% of the contract value to a certified small business are eligible to receive the preference. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Administrative Code, Section 1896, et seq. A copy of the regulation is available upon request. To claim the small business preference, which may not exceed \$50,000 for any proposal, your firm or your designated subcontractor(s) must have its principal place of business located in California and be verified by the State of California, Office of Small Business and DVBE Certification (OSDC). See 3.1.9 for contact information.

3.1.11 BID EVALUATION PREFERENCE

Bid Evaluation Preferences: In evaluating bids, the CSU will give preferences in accordance with the law for suppliers who are a California certified Small Business. If the proposer claims preferences under the Enterprise Zone Act (EZA), Target Area Contract Preference Act (TACPA), and Local Agency Military Base Recovery Area Act (LAMBRA), the proposer must complete and return the appropriate forms incorporated in the solicitation.

Preferences may also be given for proposers using recycle products in accordance with Public Contract Code Sections 10408 and 12150 et seq. Where multiple preferences are claimed, the CSU will verify eligibility for the preference(s) and evaluate and apply preference(s) in accordance with law and established procedures.

3.1.12 ACCESSIBILITY TECHNOLOGY INITIATIVE - SECTION 508

California Government Code 11135 requires that the CSU comply with Section 508 of the Rehabilitation Act of 1973, as amended, and to apply the accessibility standards published by the U.S. Access Board for electronic and information technology (EIT) products and services that it buys, creates, uses, and maintains.

EIT is any equipment, interconnected system, or subsystem of equipment used in the creation, conversion, or duplication of data or information. EIT is defined by the Access Board at 36 CFR 1194.4 and in the FAR at 2.101. EIT includes:

- Telecommunication products, such as telephones;
- Information kiosks:
- Transaction machines;
- World Wide Web sites;
- Software and Operating Systems;
- Computers;
- Multimedia (including videotapes), and;
- Office equipment, such as copiers and fax machines.

3.1.13 PATENT, COPYRIGHT, AND TRADE SECRET INDEMNITY

A contractor may be required to furnish a bond to the CSU against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

3.1.14 ACCOMMODATIONS FOR THE DISABLED

It is the policy of the CSU to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. Persons with a disability needing a reasonable modification to participate in the procurement process, or persons having questions regarding reasonable modifications for the procurement process may contact the buyer listed elsewhere in this solicitation.

3.1.15 PUBLIC CONTRACTS CODE RESTRICTIONS FOR CSU EMPLOYEES

CSU employees and immediate past employees must comply with restrictions regarding contracting with the CSU. Proposer needs to be aware of the following provisions regarding current or former CSU employees. In submitting a bid, Proposer certifies that the Proposer is eligible to contract with the CSU pursuant to the Public Contracts Code (PCC) sections list below:

1. Current CSU Employees (PCC Section 10831):

- a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any CSU department through or by a CSU contract unless the employment, activity or enterprise is within the course and scope of the officer's or employee's regular CSU employment.
- b) No officer or employee shall contract on his or her own behalf as an independent Proposer with any CSU department to provide goods or services.
- c) This prohibition does not apply to officers or employees of the CSU with teaching or research responsibilities.

Former CSU Employees (PCC Section 10832):

a) For the two-year period from the date he or she left CSU employment, no former CSU officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any CSU department. b) For the twelve (12) -month period from the date, he or she left state employment, no former CSU officer or employee may enter into a contract with any CSU department if he or she was employed by that CSU department in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving CSU service.

3.1.16 LOSS LEADER

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 10730 of the Business and Professions Code.

"Loss leader" means any article or product sold at less than cost:

- a) Where the purpose is to induce, promote, or encourage the purchase of other merchandise; or
- b) Where the effect is a tendency or capacity to mislead or deceive purchasers to prospective purchases; or
- c) Where the effect is to divert trade from or otherwise injure competitors.

3.1.17 BRAND NAMES

Any reference to brand names is intended to be descriptive, but no restrictive, unless otherwise specified. Proposals meeting the indicated standards of quality will be considered, unless otherwise specified, providing the proposal clearly describes the article offered and how it differs from the referenced brands. Unless the contractor specified otherwise in the proposal, it is understood the Contractor is offering referenced brands as specified. The CSU reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references. The CSU may require a contractor offering a substitute to supply additional descriptive material and sample.

3.2 PROPOSER'S CERTIFICATION

By submitting a proposal, the Proposer certifies to comply with the following:

3.2.1 AMERICANS WITH DISABILITIES ACT (ADA)

Proposer assures the CSU that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seg.).

3.2.2 UNFAIR PRACTICES ACT

Proposer warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.).

3.2.3 VIOLATION OF AIR OR WATER POLLUTION LAWS

Unless the contract is less than \$25,000.00 or with a sole-source provider, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any State or federal air or water pollution control law. By a proposal the Proposer warrants that the Proposer has not been found to be in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution district, or is subject to a cease and desist order not subject to review issued pursuant to Section 13310 of the Water Code for violation of waste discharge requirements or discharge prohibitions, or is finally determined to be in violation of provisions of federal laws relating to air or water pollution. By submitting a bid, the Proposer certifies that it has not been identified either by published notices or by Board notification as a person in violation of State or federal air or water pollution control laws.

3.2.4 COMPLIANCE WITH NLRB ORDERS

In submitting a bid or signing a contract the Proposer swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Proposer within the immediately preceding two-year period because of the Proposer's failure to comply with an order of a federal court which orders the Proposer to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.29.

3.2.5 ASSIGNMENT OF ANTITRUST ACTIONS

The Proposer's attention is directed to the following provisions of Government Code Sections 4552, 4553, and 4554, which shall be applicable to the Proposer:

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

If an awarding body or public procurement body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery (Government Code Section 4553). Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (Government Code Section 4554).

3.2.6 NONCOLLUSION AFFIDAVIT

By submitting a bid, Proposer hereby certifies that the bid is not made in the interest of, or on behalf of, any undisclosed party; that the bid is genuine and not collusive, false, or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham bid, and has not directly or indirectly agreed with any Proposer or anyone else to put in a false or sham bid, or to refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought to fix any overhead, profit or cost element of the bid, of that of any other Proposer, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract.

3.2.7 SAFEGUARDS FOR PROTECTING CSU INFORMATION ASSETS

By submitting a bid, Proposer acknowledges Federal privacy laws such as Gramm-Leach-Bliley Act (Title 15, United States Code, Sections 6801(b) and 6805(b) (2)) applicable to financial transactions and Family Educational Rights and Privacy Act (Title 20, United States Code, Section 1232g) applicable to student records and information from student records. In the event that such information is required for the performance of the work specified, the Proposer hereby certifies that it has the appropriate safeguards in place as required by Title 16 Code of Federal Regulation Chapter 1 Section 314.

3.2.8 COVENANT AGAINST GRATUITIES

The Proposer shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Proposer, or any agent or representative of the Proposer, to any officer or employee of the CSU with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the CSU shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the CSU in procuring on the open market any items, which the Proposer agreed to supply, shall be borne and paid for by the Proposer. The rights and remedies of the CSU provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

3.2.9 DRUG-FREE WORKPLACE CERTIFICATION

The Proposer certifies under penalty perjury under the laws of the State of California that the Proposer will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8355 et. Seg.) and will provide a drug-free workplace by doing all of that which Section 8355 et seg. requires.

3.2.10 ELECTRONIC WASTE RECYCLING ACT

In submitting a bid for electronic devices, as defined by the Electronic Waste Recycling Act of 2003, Part 3 Division 30 Changer 8.5 of the Public Resource Code, the Proposer certifies that it, and its agents, subsidiaries, partners, joint ventures, and subcontractors for the procurement, have complied with the Electronic Waste Recycling Act of 2003 and any regulations adopted pursuant to the Act, or have demonstrated to the CSU that the Electronic Waste Recycling Act of 2003 is inapplicable to all lines of business engaged in by the proposer, its agents, subsidiaries, partners, joint ventures', or subcontractors. In addition the Proposer agrees to cooperate fully in providing reasonable access to its records and documents that evidence compliance with the Electronic Waste Recycling Act of 2003.

SECTION 4 - SCOPE OF WORK

4.1. Proposal Submission A - Grant Search Services/Identification

4.1.1The Search for Grants

a) The Search for Funding Sources

The firm(s) will conduct search(es) for grant and external funding resources including, but not limited to, Federal, State, and public/private organizations that support the campus' funding needs and priorities. Granting agencies such as: Public/private utilities companies, California Coastal Commission, CalFire, IRWM, Storm Water Grant Program, Greenhouse Gas Reduction Loan Program, California Department of Water and Power, Strategic Growth Council, Office of Planning and Research, California Energy Commission, Department of Energy, Department of Labor, Department of Defense, and/or National Science Foundation.

b) Grant Funding Identification

Grant funding identification must align with and meet the goals and intentions of CSU prioritization of projects. Needs and priority areas include both infrastructure and planning projects including, but not limited to:

- (1) Physical infrastructure hardening
- (2) Carbon reduction and mitigation
- (3) Deferred maintenance and infrastructure improvement
- (4) On-site renewable and climate resilient energy infrastructure and equipment
- (5) Energy efficiency
- (6) Transportation Demand Management Planning
- (7) Climate resilient landscape management
- (8) Water conservation
- (9) Waste diversion, recycling, and composting
- (10) Environmental justice and equity
- (11) Academic and research activities:
 - It's understood that research is a component of many grants, however, the primary focus of this RFP is for infrastructure, carbon reduction, energy efficiency and climaterelated projects.

In addition to the areas defined above, other areas may also be identified through the funding needs analysis process and throughout the duration of the contract.

The firm(s) will review and advise CPDC staff with summaries provided of potential funding opportunities related to the priority areas. The consultant will then evaluate the campus/community need and the funding opportunities. The summary shall include, but not be limited to, names of agencies, application deadlines, identification of eligible/compatible campus projects, a brief program summary, and level of funding available, as requested by PI.

- MEETINGS: Summary of Funding Opportunities Meeting
- DELIVERABLE: Summary of Funding Opportunities, Timeline/Due Dates and Estimated Workload for each submission

4.2 Proposal Submission B - Grant Writing Services

4.2.1 Grant Development

The firm(s) will provide the campus with grant writing services necessary for the submission of complete applications and any supporting documentation to ensure compliance with application guidelines, as requested by the PI and indicated by grant instructions.

a) Preplanning

The firm(s) will participate in at least one (1) in-person meeting, with the appropriate CSU staff and departments, in particular the Office of Sponsored Programs, Business Affairs or equivalent, to review and interpret the grant application guidelines and prepare a timeline (identifying workflow and responsible parties) for the preparation and submission of the application and any required documents. The firm(s) and CSU staff will identify any data needs/supporting documentation. At this time, the firm(s) and CSU staff will bring relevant community partners into the process and PI and sub-applicant(s) as necessary and per application guidelines. For more information about Sponsored Programs please visit: https://www.calstate.edu/impact-of-the-csu/research/Pages/grants-research-sponsored-programs-offices.aspx

The firm(s) will agree to and meet the following required deadlines to ensure the complete and timely submission of the grant application:

- (1) Draft proposal review (4) weeks prior to the grant submission to identify PI and CSU staff comments and feedback:
- (2) Full proposal review with integrated comments and feedback two (2) weeks prior to the grant submission by the PI and CSU staff assigned to the grant proposal; and
- (3) Final proposal that includes all required proposal documents submitted to the PI and CSU staff assigned to the grant proposal for final approval one (1) week before the grant submission deadline.

b) Grant Writing

The firm(s) will provide the following expertise and deliver the following to ensure the development and submission of a complete grant application and supporting documents:

- Thoroughly understand the history, programs, plans, services and needs of the campus to better comprehend all projects and programs for which grants will be sought and to recommend the seeking of grants;
- (2) Identify all prospective grant sources for the project or program;
- (3) Engage CSU staff and departments in strategizing for project grant development;
- (4) Provide strategies and recommendations to advise PI, CSU staff and departments to successful and timely proposal development;
- (5) At the beginning of the proposal process, develop a workplan and timeline that is agreeable to the PI and CSU staff and departments for collection of required data/supplemental documents, review of proposal drafts;
- (6) Be knowledgeable about potential community resources and grant collaboration/partnerships necessary for grant requirements;
- (7) Work with the PI, CSU staff and departments assigned to the grant application to identify community partners and PI/sub-applicant(s) as necessary and per grant guidelines;
- (8) Work with CSU staff and departments assigned to the grant application and partners or PI/sub-applicant(s) to determine and initiate processes required for environmental review and clearance according to CEQA and/or NEPA, if required;

- (9) Attend any applicable meetings with community partners and PI/sub-applicant(s) and provide the CSU staff assigned to the grant proposal with a written meeting summary;
- (10) Demonstrate resourcefulness and creative thinking, and innovation to generate high-quality plans for program and proposal development;
- (11) Collaborate with PI, CSU staff and departments to identify, locate, research, collect, and analyze data as set forth in the grant application guidelines;
- (12) Review the budget of a project or program for which funding is sought and make recommendations to better present it to grant-funding organizations;
- (13) Compile, write, and edit grant applications exhibiting strong expository writing skills and a high-level command of grammar and spelling;
- Design graphs, charts, and visuals that illustrate and explain key processes, programmatic concepts, project design, and workplans/timeline;
- Develop the project or program scope identifying tasks, task description, end/start date, and estimated cost per task for the grant application;
- Initiate, develop, and document the scope of grant project-related partnerships with community organizations and Pl/sub-applicant(s) as required by the funder;
- Secure all required supplemental documentation, including drafting and collecting signed copies of letters of support, and other documents including memoranda of understanding or articulation agreements that correspond to the project description in the proposal;
- Write well-organized and compelling proposal drafts that follow the requirements of the grant and demonstrate understanding of scoring criteria, and submit for review to appropriate PI and CSU staff, and if applicable, to partners and PI/sub-applicant(s); and
- (19) Adhere strictly to deadlines and timelines throughout the process.
- MEETINGS: Pre-Planning Meeting with the PI and any partner/sub-applicant meetings, as requested.
- DELIVERABLES: Application Timeline/Workplan; List of Partners and PI/Sub-applicant(s); meeting summaries, as required; digital documentation of one (1) Draft Grant Application and one (1) Final Grant Application; any charts/graphs/maps/visuals and supporting documentation.

4.2.2 Optional Services

Upon written request of the CSU, the firm(s) will provide a cost estimate for additional grant services, examples of which include but are not limited to sustainability, climate resilience, and carbon reduction grant opportunity monitoring, post-award reporting and tracking, relationship building with partner climate resilience planning efforts and agencies. With written agreement and Service Authorization to proceed from the PI and CSU staff, the firm(s) may proceed with the additional grant services.

If the additional services consist of grant opportunity monitoring, the firm(s) shall, on a regular basis, but not less than quarterly provide the PI and CSU staff with a report of potential funding opportunities related to the campus' priority areas. This report will include but not be limited to, names of agencies, application deadlines, eligibility, a brief program summary, and level of funding available.

Ongoing review of grant applications prepared and submitted by the firm(s) and/or CSU staff are to be provided when requested.

An annual report with summaries of grants the CSU has applied for with the firm(s)assistance and the outcome of each grant requests are to be provided for the term of the agreement.

CSU campuses and auxiliaries shall be financially responsible for their use of this contract and may submit a purchase order or other contracting document to the firm(s) referencing the Master Agreement number.

4.2.3 Payment shall be based on Service Authorization (Appendix D).

4.2.4 Rate Schedule

Provide hourly rates of the individuals who shall be performing the tasks outlined in the Scope of Work or needed to meet the qualifications (do not exceed 1 page) and how many individuals are typically assigned to work on a project of this size and scope.

SECTION 5 – CONTRACTOR QUALIFICATIONS & DISCLOSURES

5.1 General Qualifications

Proposers must demonstrate and confirm the following qualification standards to be considered for award:

- a) Proposer must have a minimum of five (5) years of experience in grants search services and identification.
- b) Proposer must have a minimum of five (5) years in experience, expertise, and specialized knowledge grant writing services.
- c) Contractor shall provide at least three (3) references of current or recent customers for whom similar services have been provided and a point of contact for each that is able to verify the project cost, awarded grant amount, scope of services and duration of the engagement.
- d) A narrative describing the Respondent's culture, unique qualifications, and experience providing Program Management services for similar Programs and clients.
- e) Respondent's proposed program management organization chart indicating the key personnel, support staff, and subcontracted staff or firms that the Respondent intends to use or have available for execution of the Program. Organization chart should demonstrate how the primary responsibilities indicated in section IV of this RFQ/RFP will be distributed among the team members. Include name, title, and role for each person or firm on the chart.
- f) Resume for each of the persons or firms listed on the organization chart to include total years of relevant experience, years of experience with the current firm, description of their area(s) of expertise, a list of relevant past projects, role/responsibilities on those projects, education, certifications, or licenses. Include at least one (1) client references for each person or firm listed. Provide the name, title, organization, e-mail address, and phone number for each client reference (*1 page per resume).
- g) Program Leader Qualifications**: This person should have experience in leading and directing similar programs and should have a background and relevant qualifications in grant acquisition, writing, submittal, and post award tracking and reporting.
 - 1. Include an expanded description of the person's roles and responsibilities on (2) similar projects with a focus on their specific leadership and management responsibilities.
 - 2. Describe how this person's technical skills and experiences make them uniquely qualified to lead a complex and multiple co-applicant grant processes.
 - ** Please note that Program Leaders should be the expected coordinators/leaders for CSU related projects and the on-going, project-related, point of contact for the responding firm. Do not indicate company leadership (e.g. CEOs, VPs, etc) who are unlikely to be familiar with day-to-day elements of assigned CSU projects for this role.

5.2 Preferred Qualifications

Proposers shall be able to demonstrate the following preferred qualifications:

- a) Proposer should be able to demonstrate experience working with the CSU include minimum one (1) reference.
- b) Proposer should be able to demonstrate experience working in the higher education space include minimum one (1) reference.
- c) Proposer should be able to demonstrate experience identifying non-academic related grant and alternative funding sources.
- d) Ideal candidates will have experience leveraging grants with multiple, partner co-applicants include minimum one (1) reference.

5.3 Disclosures

It is the expectation of the CSU for this RFP to yield a list of applicable firms for the provision of the aforementioned grant related services which may be used by CSU campuses throughout the system. Therefore, it is required that firms be willing to disclose to the CO any potential conflicts wherein multiple campuses may be competing for the same grant opportunity or working with the same partner entity/coapplicant. The intention of this disclosure will be for the CO to guide campuses such that they invest time and resources in opportunities with the greatest likelihood of success. The form of this disclosure is likely to be a monthly or otherwise appropriately intervals report of all firms' work with CSU campuses however, the CO is open to firms' guidance on the best methods for implementing this strategy.

Disclosure does not automatically eliminate firm. CSU reserves the right to determine how or if to proceed with the firm based on disclosure information.

Additionally, all firms are REQUIRED to disclose to any CSU entity should they be providing similar services to another organization, which is competing for the same funding source, PRIOR to executing a service requisition under this MEA.

Agreement to these disclosures or an alternative disclosure methodology acceptable to the CSU shall be outlined in the proposal and will be addressed as part of the evaluation criteria.

SECTION 6 – EVALUATION AND SELECTION CRITERIA

6.1 SELECTION CRITERIA

The CSUCO will only consider proposals from proposers that meet or exceed the General Qualifications and Preferred Qualifications established in this RFP. The award will be made to the most responsible and responsive vendor whose proposal is determined to be the most advantageous to the CSUCO based on the evaluation criteria listed below in order of importance.

6.2 EVALUATION METHOD

All proposals shall be reviewed to verify the Proposer has met the RFP submission requirements. Proposals that have not followed the rules, do not meet minimum content, requirements, qualifications, and quality standards, take unacceptable exceptions to the RFP or to the CSU General Provisions, or are non-responsive to the requirements in this RFP will be eliminated from further consideration.

Proposals determined to have met the RFP requirements will be reviewed and evaluated by the evaluation team. As a part of this review, the CSUCO may require proposing firm(s) or organization(s) to clarify the information submitted. This clarification process may be conducted through written or electronic correspondence or through an interview with the evaluation team.

Responsive Proposers found to be most qualified to perform the services required, based upon the listed criteria may be required to give oral interview/presentations/demonstrations to the evaluation team as part of the evaluation process. The purpose of interview/ presentation/ demonstration is to give "Finalists" an opportunity to demonstrate their ability to perform the scope of work defined in this RFP and clarify outstanding issues. It is in the proposing firm's best interests to submit a thorough and complete proposal and not depend on the presentation process to provide additional information. All firm(s) and organizations selected for an interview/ presentation/ demonstration will be notified of the proposed interview date(s) at least one (1) week in advance. Any interview/ presentation/ demonstration shall be virtual.

Firm(s) and organizations selected as Finalists for interview must present both the dedicated/ Program Leader and the vendor representative with financial decision-making authority for the project.

From among the Finalists, the CSUCO may select one or more firm(s) and or individual(s) to enter into final proposal negotiations for the RFP award. A proposing firm(s) and or individual(s) may be required to participate in negotiations and to submit best and final price, technical or other revisions to the proposal which may result from such negotiations.

All Proposers will be notified in writing via CSUBUY once one or more firm(s) have been selected.

The CSUCO Evaluation Team will make its evaluation based on the criteria below.

6.2 POINT SCORING SCHEDULE

	Evaluation Criteria	Points
X	Signed Cover Letter	Pass/Fail
Α	General Qualifications	500
В	Preferred Qualifications	200
С	Disclosures	100
D	Rate Schedule	100
Е	Interview	200
	Points:	1,000
	Additional Points:	
	DVBE	
	SB	

6.3 EVALUATION CRITERIA

Proposals will be reviewed, evaluated, and scored in accordance with the point schedule for all evaluation criteria noted below. The requirements and format listed below shall be included in the Respondent's proposal. Failure to provide a complete proposal or inability to meet requirements listed below may result in exclusion from consideration.

Each section will include a page limit. Proposals will be scored based on the Respondent's professional merit. Marketing capabilities: custom graphics, marketing content, excessive formatting, and irrelevant photos are strongly discouraged and will not be considered as part of evaluation. Relevant photos of referenced past/current projects will not be counted towards the page limits indicated in the sections below and may be included.

The Respondent's proposal shall include the following sections:

X. Cover Letter Points: Pass/Fail

Include a cover letter indicating that the Respondent's proposal is in response to this RFQ/RFP and that the information included in the proposal is accurate. Include the Respondent's primary contact information for this proposal including name, address, phone number, website, and email address. More than one contact may be listed. We will direct all RFQ/RFP related correspondence to the email address(es) listed in this section. (1 page maximum) *Proposals with unsigned cover letters will be rejected.*

A. General Qualifications

Proposers are to demonstrate the qualifications and experience to provide this solution. References provided may be contacted and evaluated as part of this section. The proposer must show experience, expertise, and specialized knowledge in risk assessment management and cloud services. (14 pages maximum + resumes & references @ maximum 1 page each)

B. Preferred Qualifications

Proposers are to demonstrate the immediate support of an experienced and qualified professional to start leading the day-to-day direction and management of the Program as a staff augmentation and owner authorized representative. (4 pages maximum + references @ maximum 1 page each)

C. Disclosures Points:100

Firms shall describe the strategy for meeting the disclosure requirement outlined in section 5. Disclosure methodologies may be varied but are subject to the approval of the CSU and the evaluation committee. (2 pages maximum)

Points: 500

Points: 200

D. Rate Schedule Points: 100

The lowest overall pricing best value proposal shall receive the maximum points. Points on proposals with a higher overall price shall be determined by dividing the lowest proposal price by the higher proposal price and multiplying by the maximum number of points as indicated below. (1 page maximum)

E. Interview Points: 200

Based on the proposal evaluation scores, top qualified firms will be selected for one or more confidential pre-interviews and at least one final interview. The shortlist of Respondents will be provided date(s) and instructions for the meetings and interviews.

F. DVBE Points: Additional Points

See above section 3.1.9

G. Small Business Points: Additional Points

See above section 3.1.10

SECTION 7 - INSTRUCTIONS, CONTENT, AND FORMAT

7.1 INSTRUCTIONS

7.1.1 QUESTIONS REGARDING RFP AND POINT OF CONTACT

Any questions, interpretations, or clarifications, either administrative or technical, about this RFP must be requested in CSUBUY no later than the date indicated in Section 2, Schedule of Events. All written questions, not considered proprietary, will be answered in writing and conveyed to all Proposers. Oral statements concerning the meaning or intent of the contents of this RFP by any person are not considered binding. Questions regarding any aspect of this RFP should be directed to:

Mary Carrillo, Contract Manager Contract Services and Procurement California State University, Office of the Chancellor

7.1.2 ERRORS AND OMMISSIONS

If prior to the date fixed for submission of Proposal a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP or any of its exhibits and/or appendices, Proposer shall immediately notify the CSU of such error in writing and request modification or clarification of the document. Modifications may be made by addenda prior to the RFP response deadline. Clarifications will be given by written notice and posted to the RFP website to all active Proposers, without divulging the source of the request for it.

7.1.3 ADDENDA

The CSU may modify this RFP, any of its key action dates, or any of its attachments, prior to the date fixed for submission by issuance of a written addendum posted to the RFP website. Addenda will be numbered consecutively as a suffix to the RFP Reference Number.

7.1.4 CANCELLATION OF SOLICITATION

This solicitation does not obligate the CSU to enter into an agreement. The CSU retains the right to cancel this RFP at any time for any reason. The CSU also retains the right to obtain the services specified in this RFP in any other way. No obligation, either expressed or implied, exists on the part of the CSU to make an award or to pay any cost incurred in the preparation or submission of response to the RFP.

7.1.5 REVISIONS IN BID SOLICITATION

This solicitation does not obligate CSU to enter into an agreement. CSU reserves the right to cancel this solicitation at any time, should the project be canceled, CSU loses the required funding or it is deemed in the best interest of CSU. No obligation either expressed or implied, exists on the part of CSU to make an award or to pay any cost incurred in the preparation or submission of a bid.

7.1.6 COMPLIANCE WITH RFP

To be compliant with the administrative requirements of this RFP, Proposer must meet the mandatory requirements and complete and return the list of submittals in Section 7, Instructions, Content, and Format.

7.1.7 COMPLETION OF PROPOSAL

Responses to the RFP shall be complete in all respects as required by this solicitation. A submission may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity could have materially affected the quality of the submission. Documents which contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the Proposer, may be rejected. Statements made by a Proposer shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding. Costs for developing Proposals are entirely the responsibility of the Proposers and shall not be chargeable to the CSU.

7.1.8 ON-LINE BID SUBMITTAL INSTRUCTIONS

The Proposal must be submitted to the CSU through the Chancellor's Office RFP website at: https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=CalState no later than the time indicated on the date and specified in Section 2. Schedule of Events. The Proposer is responsible for submitting

the Proposal on the Chancellor's Office RFP website on time. Delays due to the instrumentalities used to transmit the Proposal will be the responsibility of the Proposer. Allow sufficient time to upload all the bid documents. The Proposal must be completely uploaded and submitted by the specified time in order to avoid disqualification for lateness due to difficulties in submittal. LATE, FAXED, OR E-MAILED PROPOSALS DIRECTLY TO THE CSU CONTACT WILL NOT BE ACCEPTED.

7.1.9 EXCEPTIONS

In the event a Proposer believes that this RFP is unfairly restrictive or has substantive errors or omissions in it, the matter must be promptly brought to the attention of the CSU's Contact, either by e-mail, letter or facsimile, immediately upon receipt of the RFP, in order that the matter may be fully considered and appropriate action taken by the CSU prior to the closing time set for submission.

7.1.10 ALTERNATIVE PROPOSALS

Only one proposal is to be submitted by each Proposer. Multiple proposals shall result in rejection of all proposals submitted by the Proposer.

7.1.11 WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn after it is received by the CSU by written request signed by the Proposer or authorized representative, prior to the time and date specified for Proposal submission. Proposal may be withdrawn and resubmitted in the same manner if done so prior to the appropriate deadline. Withdrawal or modification offered in any other manner will not be considered.

7.1.12 PROPOSALS BECOME THE PROPERTY OF CSU

Proposals become the property of CSU and information contained therein shall become public documents subject to disclosure laws after Notice of Intent to Award. The CSU reserves the right to make use of any information or ideas contained in the Proposal. Proposals may be returned only at the CSU's option and at the Proposer's expense. One copy shall be retained for official files. Responses to this RFP and any other information that is currently or may become available as an outcome of the RFP process may be used by the CSU to structure an RFP or other solicitation. If the Proposer fails to notify the CSU of a known error or an error that reasonably should have been known prior to the final filing date for submission, the Proposer shall assume the risk. If awarded the contract, the Proposer(s) shall not be entitled to additional compensation or time by reason of error or its late correction.

7.1.13 CONFIDENTIAL MATERIAL

Proposer must notify CSU in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. CSU shall have sole discretion to disclose or not disclose such material subject to any protective order that Proposer may obtain.

7.1.14 PROPOSER'S COST

Costs for developing proposals are entirely the responsibility of the Proposer and shall not be chargeable to the CSU.

7.1.15 INSPECTION OF SOLICITATION DOCUMENTS

Proposer shall carefully review all documents referenced and made a part of this solicitation to ensure that all information required to properly respond to the solicitation has been received or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the Proposer's sole risk. It is the Proposer's responsibility to provide the CSU with current contact information and to update the CSU immediately of any changes.

7.1.16 CONFIDENTIALITY

Final bids are public upon award of contract; however, the contents of all proposals, drafts bids, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a Proposer's proposal shall be held in the strictest confidence until Notice of Intent to Award.

The content of all working papers and discussions relating to the Proposer's proposal shall be held confidential indefinitely unless the public interest is best served by an item's disclosure because of its direct pertinence to a decision, agreement or an evaluation of the bid.

7.2. CONTENT AND FORMAT

To be considered responsive to this RFP, Proposer must submit proposals in the format identified in this section. All requirements and questions in the RFP must be addressed and all requested data must be supplied. The CSU reserves the right to request additional information that in the CSU's opinion is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the contract requirements.

7.2.1 ON-LINE PROPOSAL SUBMITTAL

Submit proposals to the Chancellor's Office RFP website at:

https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=CalState

7.2.2 LATE PROPOSALS

Sealed proposals must be received in the Contract Services and Procurement Office no later than as required by the Schedule of Events. LATE PROPOSALS WILL NOT BE ACCEPTED. The Proposer is responsible for the means of delivering the proposal to the appropriate office on time. Delays due to the instrumentalities used to transmit the Proposal including delay occasioned by the internal mailing system in the Office of the Chancellor will be the responsibility of the Proposer. Likewise, delays due to inaccurate directions given, even if by Chancellor's Office staff, shall be the responsibility of the Proposer.

7.2.3 MODIFICATIONS

A proposal may be modified after its submission by withdrawal and resubmission prior to the time and date specified for proposal submission. Modification offered in any other manner, oral or written, will not be considered.

7.2.4 THIS SECTION INTENTIONALLY EXCLUDED

7.2.5 PROPOSAL CONTENT AND FORMAT

All Proposers are also required to complete the RFP Submittals. Proposals shall adhere to the following format for organization and content.

Section 1 - Cover Letter

The cover letter shall include:

- 1. A brief statement of intent to perform the services proposed.
- 2. Signature of an authorized officer of the organization who has legal authority in such transactions.
- 3. Full contact information (overnight mailing address, phone, fax, e-mail, etc.) for the individual designated as the CSU contact on this RFP and a secondary contact.
- 4. Acknowledgement receipt of all addenda issued.
- 5. Expressly state that, should the Proposer's proposal be accepted, the Proposer agrees to enter into a contract under the terms and conditions as set forth herein. **Proposals with unsigned cover letters will be rejected.**

Section 2 - Exceptions and Confidential Information

All exceptions to the RFP or the CSU terms and conditions must be listed on an item-by-item basis and cross-referenced with the RFP document. If there are no exceptions, Proposer must expressly state that no exceptions are taken. Please Note: Taking exceptions to proposal requirements or the CSU General Provisions may render a Proposer's proposal non-responsive and be rejected from further consideration.

Section 3 – RFP Required Submittals

This section shall consist of the following response to:

- 1. Scope of Work, Section 4
- 2. Contractor Qualifications and Disclosures, Section 5.1

Section 4 – Additional Submittals

This section shall consist of the following applicable forms:

- 1. Appendix B, Payee Data Record, STD 204
- 2. Appendix C, Bidder's Declaration
- 3. Appendix D, Service Order and Authorization to Proceed