



ADMINISTRATIVE COMMITTEE MEETING NOTICE/AGENDA

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DATE: April 25, 2013
TIME: 2-4 p.m.
LOCATION: State Council on Developmental Disabilities
1507 21st Street, Suite 210
Sacramento, CA 95811
(916) 322-8481

TELECONFERENCE SITE:

Area Board 7
2580 North First Street, Suite 240
San Jose, CA 95131

Area Board 11
2000 E. Fourth Street, Ste. 115
Santa Ana, CA 92705

Area Board 13
8880 Rio San Diego Drive, Ste. 250
San Diego, CA 92108-1634

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|----------------------------|------------|
| 1. CALL TO ORDER | M. KENNEDY |
| 2. ESTABLISHMENT OF QUORUM | M. KENNEDY |
| 3. WELCOME/INTRODUCTIONS | M. KENNEDY |

- | | | | |
|-----|---|------------|-----|
| 4. | APPROVAL OF MARCH 21 AND
APRIL 2, 2013 MINUTES | M. KENNEDY | 3 |
| 5. | PUBLIC COMMENTS
This item is for members of the public only to provide an opportunity to comments and/or present Information to the Committee on matters not on the agenda. Each person will be afforded up to three minutes to speak. Written requests, if any, will be considered first. The Committee will provide a public comment period, not to exceed a total of seven minutes, for public comment prior to action on each agenda item. | | |
| 6. | INTRODUCE SARAH VANDYKE | R. NEWTON | |
| 7. | ACTIONS ON WORK PLAN | R. NEWTON | 7 |
| 8. | REVIEW OF GRANTS AND CONTRACTS | R. NEWTON | 106 |
| 9. | UPDATE ON TRAINING ACTIVITES | R. NEWTON | |
| 10. | UPDATE ON SEQUESTRATION | R. NEWTON | |
| 11. | SCHEDULE NEXT MEETING | ALL | |
| 12. | ADJOURNMENT | M. KENNEDY | |

For additional information regarding this agenda, please contact Robin Maitino,
1507 21st Street, Suite 210, Sacramento, CA 95811, (916) 322-8481

DRAFT

**Administrative Committee Meeting Minutes
March 21, 2013**

Attending Members

Brian Gutierrez
David Forderer
Kris Kent
Molly Kennedy
Ray Ceragioli

Members Absent

Others Attending

Melissa Corral
Roberta Newton
Robin Maitino
Wayne Glusker

1. **Call to Order**

Molly Kennedy called the meeting to order at 10:05 a.m. and established a quorum present.

2. **Welcome and Introductions**

Members and others introduced themselves.

3. **Approval of February 21, 2013 Minutes**

It was moved/second (Ceragioli/Forderer) and carried to approve the February 21, 2013 minutes as presented.

4. **Public Comments**

There were no public comments.

5. **Impact of Sequestration**

Roberta Newton discussed the impacts the sequester may have on the Council stating that the Department of Finance has already requested a 5% reduction plan for the current fiscal year and a 9% plan for next fiscal year. In response to DOF's request, Roberta prepared a proposed plan that would eliminate all excess area board vacancies and reduce grant spending. The savings would be \$346,000 for the current fiscal year (2012-13) and \$622,000 for next fiscal year (2013-14).

It was moved/seconded (Ceragioli/Forderer) and carried to recommend obtaining cost savings through eliminating area board vacancies and reducing grant funding to the full Council for approval and implementation.
(1 oppose)

6. **Update on Policy and Procedures**

On March 20th the Council approved the Committee's recommendation to implement the recommendations made in the DHCS Audit. The Council also took action to task SCDD staff with developing a work plan to implement each recommendation within 14 calendar days.

The Committee went through each recommendation and discussed the action needed and the timeline required to implement each recommendation. It was decided that an additional Committee meeting would take place on April 2nd at 2 p.m. to review SCDD's work plan before sending onto the full Council by the 14 day deadline.

7. **Review of Area Board and Council Budgets**

Roberta distributed all area board expenditure reports to the Committee for review. Members appreciated the level of detail that went into the individual reports as well as the combined report and requested that the Council receive a combined expenditure report quarterly.

8. **Update on Training Plans**

Due to the sequester, AIDD is cancelling all travel. Therefore, Roberta is looking into other options for technical assistance training. Kris Kent will confirm the July CALSTARS training with the Department of Finance and provide them with the meeting address in Berkeley.

9. **Grants**

Roberta went over the SCDD Cycle 35 list of grants for fiscal year 2012-13 that was provided in the packet. This list included all grantees for the agency, the total contract amount, and total amount expended as of January 31, 2013.

10. **Schedule Next Meeting**

A special meeting was scheduled for April 2, 2013 to review the policy and procedure work plan. The meeting will take place at Headquarters and via teleconference at multiple public locations. The next regular meeting is scheduled for April 25, 2013 at 2 p.m.

11. **Adjournment**

The meeting was adjourned at 11:55 a.m.

DRAFT

**Administrative Committee Meeting Minutes
April 2, 2013**

Attending Members

David Forderer
Kris Kent
Molly Kennedy
Ray Ceragioli

Members Absent

Brian Gutierrez

Others Attending

Roberta Newton
Wayne Glusker

1. **Call to Order**

Molly Kennedy called the meeting to order at 2:10 p.m. and established a quorum present.

2. **Welcome and Introductions**

Members and others introduced themselves.

3. **Public Comments**

There were no public comments.

4. **Update on DHCS Policy and Procedure Recommendations**

Roberta distributed the draft work plan to the Committee. Molly, Kris and Ray expressed that they were very pleased with the plan and had just a few questions and suggestions.

Kris suggested checking as to whether additional state regulations should be cited under recommendation 1a. Roberta will review with legal counsel.

Kris also suggested that 9b be revised to reflect a lesser review for contracts under \$5,000. Following discussion, it was agreed that these would be reviewed at the Administrative Committee meetings and approved by the Executive Committee.

Molly asked that page numbers be added. She asked that "RA" be added under the first mention of a Retired Annuitant. Molly also requested that Next Step 9a be revised to specify which staff's Duty Statements would

be reviewed by the Personnel Analyst. Upon discussion, it was agreed that fiscal and contract staff only would be included.

Molly questioned the frequency of budget reports cited under 3a. Members recalled that this matter was discussed at last Administrative Committee meeting and it was agreed that as long as the Council was missing a Budget Officer, quarterly reports would suffice.

Ray stressed that the plan must include chains of command, especially for approving invoices.

Roberta noted that she was going to make a revision to Next Steps 7a to reflect the fact that area board staff currently do carry out programmatic reviews of the grants that originated in their area.

With the above revisions noted, the Committee voted unanimously to approve submitting the Work Plan to the Council (Forderer/Ceragioli).

5. **Adjournment**

The meeting was adjourned at 11:55 a.m.

Work Plan to Address November 2012 Audit Recommendations
April 2, 2013

Recommendations	Tasks	Next Steps/Timeline
<p>1a. SCDD and staff should review COI and codes of conduct under state and federal regulations.</p>	<p>a. SCDD members and staff shall receive copies of 42 USC Section 15024(c)(5)(D), 45 CFR Section 74.42, GC Sections 87100, 19130, 19990 and the SCDD Incompatible Activities Statement and shall indicate in writing that they have read and understand its provisions.</p>	<p>By May 15, 2013</p>
<p>2a. Establish strong financial personnel</p> <p>2b. Establish internal control procedures for processing and approval of contracts and invoices.</p> <p>2c. Develop a written policy concerning travel of contractors</p>	<p>2a. Recruit for and train Budget Officer. Ensure that contract and procurement analysts receive appropriate training. Ensure that managerial staff receive appropriate training. Recruit for highly qualified Deputy for Administration. Ensure that the Procurement and Contracts Manual includes section with federal and state regulations regarding all applicable billing requirements.</p> <p>2b. RA/Deputy to establish chain of command and process for documenting progressive review of submissions. Also to develop Policy for required backup documentation when submitting invoices.</p> <p>2c. Develop policy on acceptable travel for contractors, including documentation required (receipts) for reimbursement and an authorization process for out-of-state</p>	<p>2a. Awaiting resolution on SSM I employee, expected April 1, 2013. Recruitment for Budget Officer April 1, 2013 – May 15, 2013. Analyst training initiated in March 2013, ongoing through December 31, 2013. Managerial training initiates April 2013. GO appointment of Deputy for Administration tentatively early 2014. Currently awaiting approval of CalHR to fill Retired Annuitant (RA) appointment to act as Deputy, to start April 8, 2013. Contract staff will be attending 4 additional classes: "Evaluation Criteria"; "Documentation"; "Services Contracting"; "Statement of Work."</p> <p>2b. 90 days following hire of an RA/Deputy.</p> <p>2c. 90 days following hire of an RA/Deputy</p>

3a. Develop regular expenditure reports to reconcile budget by actual expenses incurred by contracts.	3a. Budget Officer to submit expenditure reports to Administrative Committee no less than quarterly. Reports to include budgeted/expenditures by Contracts, HQ and regional offices.	3a. Began March 2013, though hampered by lack of a Budget Officer.	
3b. Recommend pairing a SCDD member with fiscal expertise to work with staff.	3b. Newly reconstituted Administrative Committee to serve this function. Committee is composed of a current department deputy, an attorney, and an MPA.	3b. Began January 2013.	
4a. Contracts must comply with DGS guidelines.	4a. Have Administrative Committee receive an overview of the DGS State Contracting Guidelines. Contract staff are attending DGS Contract Training class.	4a. At April 25, 2013 Administrative Committee meeting. Completed – DGS Contract Manual Summary, DSS Purchasing Policies and Procedures Handbook, DSS Contract Process Handbook obtained and disseminated to Admin Committee and contract staff. Said handbooks to be reviewed and revised as needed by RA/Deputy.	
4b. A Procurement and Contract Handbook should be developed.	4b. RA/Deputy to query other small commissions for examples of Procurement and Contract Handbooks. Contract analysts to ask for samples from DGS staff.	4b. 90 days following hire of an RA/Deputy.	
4c. Develop a procedure for contract approval verification.	4c. See 2b.	4c. 90 days following hire of an RA/Deputy	
5a. DGS Training should be required for contract analysts, managers and their supervisors	5a. Ensure that all relevant staff register for and attend all pertinent classes. Interim E.D. will approve all appropriate training opportunities.	5a. Contract analysts have attended 40 hour DGS Contract Training class in March 2013. Staff Counsel and Interim E.D. are registered for same class in April. Additional training that is offered by DGS will be registered for throughout 2013.	
6a. Staff needs to use detailed and specific	6a. Staff will be trained in best practices	6a. Contract analysts have attended first	

<p>contract language including measurable goals.</p> <p>6b. Staff Legal Counsel should review all proposed new contracts.</p> <p>6c. Contracts should include provision for audits.</p>	<p>for contract language and provisions.</p> <p>6b. Staff Legal Counsel to review all new contracts resulting from a bid prior to SCDD approval.</p> <p>6d. SCDD to revise its contract format to include provision for auditing.</p>	<p>basic contract class and will be registering for additional classes.</p> <p>Staff now have resources (Bid Sync) to find examples of contract language. Staff will also be attending a DGS class entitled "Statement of Work" that focuses on contract language.</p> <p>6b. Effective immediately, all newly drafted contracts that were the result of a bid will be reviewed by both Staff Legal Counsel and Interim Executive Director, the latter in lieu of the hiring of a RA/Deputy.</p> <p>6c. Effective immediately, all newly developed contracts will include a provision for auditing. Contracts will include a link to STD 213 Exhibit C #37 Examination and Audit</p>
<p>7a. Assign staff to perform duties of contract manager to include monitoring compliance and performance.</p> <p>7b. SCDD should receive progress reports including final report that details goals achieved or not.</p>	<p>7a. Identify staff to monitor contract/fiscal compliance, programmatic performance and a final approver. Assign substitute staff to cover said functions while staff vacancies exist.</p> <p>Identify source to provide training to staff on elements of grant oversight.</p> <p>7b. SCDD PDC to receive progress reports at a minimum of semi-annually. PDC to include progress report at next SCDD meeting.</p>	<p>7a. Effective currently, contract/fiscal compliance is assigned to contract analyst. Programmatic performance review for grants initiated by the Area Boards are assigned to Area Board staff who currently signify approval/disapproval before contract analyst approves invoices for payment. Programmatic review of statewide grants would be assigned to Planning Specialist, a vacant position. In lieu of the Planning Specialist, existing program staff (CPS II) will take on that function effective May 1, 2013, overseen</p>

	<p>by the Deputy for Policy and Planning. Final approver would be assigned to Deputy for Administration. While vacant, that duty falls to the Executive Director. UCEDDs will be queried by May 16, 2013 for any recommended sources for grant administration training 7b. PDC will receive first semi-annual report of grants/contracts at April 23, 2013 meeting.</p>
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Recommendations	Tasks	Next Steps/Timeline
<p>8a. Contracts need to be reviewed for justification that work cannot be performed by state employees (GC 19130).</p>	<p>8a. Procurement and Contract Handbook (see Recommendation 4) to include provision for review of prospective contracts by Planning Specialist for compliance with GC 19130. Before awarding personal services contract, specialist shall identify any current state staff that may perform duties within the scope of requested services and advise SCDD of contract appropriateness.</p>	<p>90 days following hire of an RA/Deputy. While position is vacant, duty falls to Executive Director.</p>
<p>9a. There need to be written policies and procedures that inform members and staff of their responsibilities.</p> <p>9b. There need to be signed authorization forms that document approval steps for contracts.</p>	<p>9a. Council members need to be educated as to their fiscal oversight responsibilities. Staff need to review and revise, as necessary, their duty statements and sign a statement that they understand its provisions.</p> <p>9a and b. Procurement and Contract Handbook needs to include progressive steps and assigned staff for each step of contracting and procuring. Appropriate forms need to be included as Appendices. An approval document should be created that includes the Administrative Committee and full Council regarding all contracts and procurements exceeding \$5,000.00. Contracts under \$5,000 will be reviewed by the Administrative Committee and approved by the Executive Committee.</p>	<p>9a. Interim E.D. and Chair are attempting to arrange governance and fiscal oversight training for SCDD members by November 2013.</p> <p>Scheduled for May 2013.</p> <p>The Personnel Officer will oversee process of review and revision of duty statements of fiscal and contract staff, to be completed by July 1, 2013.</p> <p>9b. 120 days following hire of RA/Deputy</p>
<p>10a. Ensure that fiscal intermediaries are not be used without DOF approval.</p>	<p>10a. All relevant staff shall be educated on this regulation.</p>	<p>10a. The Interim Executive Director shall put this regulation into a written memorandum to be disseminated to all</p>

Recommendations	Tasks	Next Steps/Timeline
		relevant staff by April 30, 2013. Completed Contract staff have completed basic Contract training with DGS effective March 28, 2013.

2. THE BASIC CONTRACTING PROCESS

2.00 • INTRODUCTION

This chapter describes the basic contracting process and the principal components of the process.

2.01 • TABLE OF CONTENTS

DESCRIPTION	SECTION
Introduction	2.00
Table of Contents	2.01
Definition of a Contract	2.02
Preliminary Considerations	2.03
Overview of the Contracting Process	2.04
Elements of a Valid Contract	2.05
Authority to Sign a Contract	2.06
Standard Language	2.07
A DGS/OLS Review Checklist	Appendix

2.02 • DEFINITION OF A CONTRACT

(Rev 11/12)

“A contract is an agreement to do or not to do a certain thing.” (CC § 1549.) It gives rise to an obligation or legal duty enforceable in an action at law. (CC § 1428.) Contract and Agreement are used interchangeably in the SCM. A contract must clearly identify the parties to the contract, the term of the contract, the contract price (or in-kind value), and a contract sets forth terms, conditions, and the statement of all work to be performed.

2.03 • PRELIMINARY CONSIDERATIONS

(Rev 11/12)

The contracting process starts with the recognition of a need for services. From that point the process varies depending on the type of services needed. Key considerations include:

A. Time

When the services are needed is a critical factor. Sufficient time must be allowed for internal agency process as well as required external review(s). (See SCM 1, chapter 4.)

B. Civil Service

The State Constitution generally requires contracting to be limited to those services that cannot be performed by civil service employees except as provided for in GC § 19130.

C. Authority and Approvals

Many decisions require authorized approval, including final formal approval, either by the agency or by DGS/OLS. Some contracts are legally exempt from DGS/OLS approval. Some may require approval by other agencies. (See SCM 1, chapter 4.)

D. Funding

Funding for the services is a crucial component and must be identified.

E. Competitive Bidding

Services obtained from the private sector are typically subject to a competitive selection process. (See SCM 1, chapter 5.)

F. Management of the Contract

Management of the contract must be anticipated and planned during the contracting process. Deliverables must be clearly described so that they can be evaluated and payments can be approved. (See SCM 1, chapter 9.)

2.04 • OVERVIEW OF THE CONTRACTING PROCESS

(Rev 11/12)

The following Table 2.1 gives a general overview of the State's contracting process. The process necessarily varies greatly depending on the circumstances of the specific contract. Table 2.1 is provided to help in planning your contract.

Table 2.1

	IMPORTANT FACTORS	DECISIONS TO BE MADE
1. Someone within the agency must identify the need for a service, whether the need is for a routine renewal of an existing essential service or the acquisition of totally new or unique services.	<ul style="list-style-type: none"> • What is the nature of the service? • What type of service is needed? • How necessary is the service? • When is the service needed? • Is this an ongoing or one-time service? • Is this an existing service or a new service? • Is this service routine or extraordinary? 	<ul style="list-style-type: none"> • What internal procedures apply to requesting services? • What are the possible or probable sources for the services? • What justifications need to be developed? • Who has the authority to approve the request?
2. Services are required to be performed by civil service employees whenever feasible. Such feasibility must be considered before seeking a contract. (See GC §19130)	<ul style="list-style-type: none"> • Is the service available within your department? • Can another State agency perform the service? • Is this routine or extraordinary? • What are the estimated costs of alternatives, including in-house or interagency services? 	<ul style="list-style-type: none"> • Is a contract with a non-State provider really necessary? • Which is the best alternative? If in-house service, the contracting process stops. If inter-agency service is best, the process continues. If a contract is justified, the process continues.
3. Costs and the availability of funds are always a factor. Alternatives range from using already-budgeted funds for simple services to seeking an appropriation.	<ul style="list-style-type: none"> • What funds are available to pay for the services? 	<ul style="list-style-type: none"> • Who has authority to approve funding?

The Following Considerations Assume a Contract is Justified and Funds are Available

<p>4. The contractor selection method depends on the services involved and/or the circumstances. Different methods impose different requirements and procedures.</p>	<ul style="list-style-type: none"> • What is the nature of the service? • When is the service needed? • Is this an emergency? • What is the estimated cost? • Are the sources for the service limited? • Is a contracted source already available? • Can an existing contract be amended? 	<p>Select by competition, such as:</p> <ul style="list-style-type: none"> • Invitation for Bids (IFB) • Request for Proposals (RFP) • SB/DVBE two quote method (GC §14838.5, 14838.7) <p>Select by other method such as exploring:</p> <ul style="list-style-type: none"> • use of DGS LPAs • use of statutory bid exemptions
<p>5. Formal competitive bidding is generally required by law or policy. The formal competitive bidding process involves numerous factors and decisions.</p>	<ul style="list-style-type: none"> • The contracting opportunity must be publicized, usually by formal advertising. • A solicitation package containing all specifications must be developed and must be available to all competitors. • Competition must not be unnecessarily restricted. • Procedures must be followed to ensure a fair competition. • The competitors' responses must be judged, and a winner must be determined. • The results must be announced, and the contract awarded. • The contract must be written in accord with the specifications and the contractor's response to the solicitation. 	<ul style="list-style-type: none"> • Who develops the technical specifications describing the services to be performed? • Who ensures that the technical specifications are necessary, will achieve the desired results, and do not restrict competition? • Who develops and reviews the specifications describing general contract requirements and the solicitation requirements? • Who conducts solicitation activities, including advertising, dealing with competitors, receiving and safeguarding responses, opening responses, evaluating responses, and notifying competitors? • Who writes and processes the contract?
<p>6. The contract must be processed for signature, approval and distribution.</p>	<ul style="list-style-type: none"> • The contract must be signed by the contractor. • The contract must be signed by the person authorized to sign for the agency. • The Std. 215 must be signed certifying availability of funds and indicating the encumbrance of funds. • Additional approvals must be 	<ul style="list-style-type: none"> • Who approves the contract? • Are special approvals required? • Is final approval by agency authorized or is final approval reserved to DGS? • Who distributes copies of the contract?

	<p>obtained depending on the contract.</p> <ul style="list-style-type: none"> The contract must be distributed. 	
<p>7. Management of the contract must be built into the contract to facilitate measurement of achievement and measurement of contractor performance.</p>	<p>Management includes:</p> <ul style="list-style-type: none"> Identifying the deliverables and ensuring satisfactory delivery Monitoring progress, especially for quality and performance deadlines Providing for audit, especially for critical compliance issues Reviewing invoices for contract compliance, accuracy, and prompt payment if invoice is undisputed Tracking State deadlines and use of funds Identifying contract and contractor problems and communicating these to the contractor 	<ul style="list-style-type: none"> Did the contractor satisfactorily perform all required services? Should the contractor be paid or should the invoice be disputed? Is a formal evaluation required or needed? Should the services be stopped or continued? Should the contract be renewed or rebid? How can the contract or contracted services be improved? Should the encumbered funds be adjusted?

2.05 • ELEMENTS OF A VALID CONTRACT
(Rev 11/12)

Each contract must contain the following information:

- Identification of the parties.
- Term for the performance or completion of the contract (dates or length of time).
- Encumbrance of funds when required.
- Consideration (The contract must clearly express the maximum amount to be paid and the basis on which payment is to be made: e.g., a fixed amount regardless of time spent, billing based on time spent at a specified rate plus actual expenses, or cost recovery.)
- Scope and deliverables (The work, service, or product to be performed, rendered, and/or delivered.) Clear and concise language must be used to describe the scope.
- Other general or unique terms and conditions of the agreement.
- Signature by a person for each party who is authorized to bind that party.

2.06 • AUTHORITY TO SIGN A CONTRACT
(Rev 11/12)

- A. A State agency's authority to contract is limited to those officers who either have statutory authority or have been duly authorized in writing by one who has statutory authority.

Anyone who signs a contract should have sufficient knowledge and expertise in the area of contracting and the goods or services being procured. If an individual with statutory authority does not have sufficient knowledge or expertise in these areas, that individual should have the contract reviewed by a knowledgeable person prior to final signature.

Some important considerations for granting signature authority or assessing one's ability to effectively review a contract for approval are:

1. Training and/or certification in accordance with guidance provided by DGS.
2. The procurement approach used.
3. The goods and/or services for which the department is contracting.
4. The complexity and value of the contracts or procurements.
5. The purchasing authority of the department.
6. The knowledge, experience, and expertise of the individual signing the contracts.
7. Experience with the principles of sound contracting and procurement.
8. Familiarity with the process of contract formation, execution and administration.

Agencies must maintain a written record of all persons authorized to sign contracts and transmittals.

- B. State boards and commissions either have statutory authority for the executive officer to sign contracts, or the authority of the executive officer to sign contracts is provided by resolution, order, or motion. Contracts in excess of \$5,000 must be accompanied by evidence of the applicable authority to sign the contract. Contracts under \$5,000 are generally deemed to pertain to ministerial duties and do not need to be accompanied by evidence of the applicable authority to sign the contract.
- C. Local public entities authorize and approve execution of contracts through a resolution, order, motion, or ordinance. A copy of such authority must be required by State agencies unless payment will be made after performance is complete. A copy of such authority should be retained in the contract file. (See SCM 1, section 3.05.)

2.07 • STANDARD LANGUAGE

(Rev 11/12)

The provisions noted in Table 2.2 are generally required. Many of the provisions are contained in the State's standard general terms and conditions (GTCs) which should be incorporated by reference to the DGS/OLS website. Agencies should submit a basis for non-use of clauses.

Table 2.2

Contract Provisions	When Required	Law/Statute
Audit by State Auditor	All contracts over \$10,000	GC § 8546.7
Audits and access to records	For contracts subject to DVBE goals	PCC § 10115, et seq. 2 CCR § 1896.60, et seq.
Nondiscrimination clause	All contracts	GC § 12990
Antitrust Claims	All competitively bid contracts	GC § 4550, et. seq.
Statement of compliance	Contracts \$5,000 or over when not in bid documents	2 CCR § 8113
Americans with Disabilities Act (ADA)	All contracts	42 USC § 12101, et seq.
National Labor Relations Board certification	All contracts	PCC § 10296
Drug-free workplace	All contracts	GC § 8350, et seq.

Contract Provisions	When Required	Law/Statute
Progress payments	All contracts where progress payments will be made	PCC § 10346
Recycled Content Products	All contracts	PCC §§ 6615, 12201(c), 12205
Termination & Amendments	All contracts	GC § 11010.5
Expatriate Corporations	All contracts	PCC § 10286.1
Priority hiring considerations	Contracts in excess of \$200,000	W&I §§ 11200, 11349, PCC § 10353, 2 CCR § 1896.30
Resolution of contract disputes	All service contracts should; consulting services must; public works contracts may	PCC §§ 10381, 22200, et seq.
Validity	All contracts requiring DGS approval	PCC §§ 10295, 10335
Subject to availability of funds	All contracts signed before approval of budget	State and Federal budgets
Convict/Forced labor/or sweatshop labor Sweatfree Code of Conduct	All contracts for purchase of goods or commodities. All contracts for purchase or laundering of apparel or garments.	PCC § 6108
Child support compliance	All contracts exceeding \$100,000 (Interagency Agreements are exempt from this requirement)	PCC § 7110
Non eligible alien certification	All sole proprietor contracts	8 USC § 1621, et. Seq.
Insurance requirements	All contracts doing hazardous works	State policy
Air/Water pollution violation certification	All contracts over \$10,000	GC § 4477
Domestic partners	All contracts \$100,000 or over	PCC § 10295.3
Indemnity	All contracts	State policy
Prompt Payment	All contracts	GC § 927, et seq.
Consultant Services – Note: Needed in addition to “Contract Provisions” listed above.		
Amendment	Consultant contracts	PCC § 10335
Evaluation of contractor	Consultant services	PCC § 10367
Evaluation criteria	Consulting services of \$5,000 or more	PCC § 10371
Progress schedule	Consulting services of \$5,000 or more	PCC § 10371
Consultant résumés	Consulting services of \$5,000 or more	PCC § 10371
Detailed cost analysis	Consulting services of \$5,000 or more	PCC § 10371

Contract Provisions	When Required	Law/Statute
Project coordinator	Consultant services	
Progress reports/meetings	Consultant services	PCC § 10371
Legal Services - Note: Needed in addition to "Contract Provisions" listed above.		
Legal cost and billing guidelines	Contracts for legal services	PCC § 10353.5
Legal litigation plans	Contracts for legal services	PCC § 10353.5
Case phasing of activities	Contracts for legal services	PCC § 10353.5
Legal budgets	Contracts for legal services	PCC § 10353.5
Legal malpractice	Contracts for legal services	PCC § 10353.5
Legal bill & law firm audits	Contracts for legal services	PCC § 10353.5
Subvention Contracts – Note: Needed in addition to "Contract Provisions" listed above.		
State purchase of equipment	Subvention aid or local assistance	State policy
Prior authorization for reimbursement over \$2,500	Subvention aid or local assistance	State policy
Prior State approval for training seminars, etc., and material	Subvention aid or local assistance	State policy
Contracts with Federal funding – Note: Needed in addition to "Contract Provisions" listed above.		
Termination 30 days	Contracts funded in whole or in part by Federal government, State government, and other public entities	State policy
Fund availability	Contracts funded in whole or in part by Federal government, all contracts	State policy
Other Contracts – Note: Needed in addition to "Contract Provisions" listed above.		
Prevailing wages	Moving services over \$2,500	SAM § 3810 GC § 14920
Prevailing wages	Public works	LC § 1770, et seq.
State's responsibilities for repairs, liability	Contracts for equipment rental	State policy
Equipment maintenance	Contracts for equipment rental	State policy
Interagency Agreements		

Contract Provisions	When Required	Law/Statute
How charges are computed	All interagency contracts	SAM §§ 8752 and 8752.1
Audit	All interagency contracts over \$10,000	GC § 8546.7
Advancing of funds	Any interagency contract	GC § 11257
Non-payment Transaction Request	All interagency contracts	GC § 11255; BL 10-10

CHAPTER 2 - APPENDIX

A DGS/OLS REVIEW CHECKLIST

(Rev 11/12)

[Note: This checklist is provided to inform State agencies of the typical areas of review and/or analysis performed by DGS/OLS. It should not be viewed as a limitation of DGS/OLS contract review activities.]

A. THE CONTRACT COMPLIES WITH THE LAW.

1. Authority to contract out

a. Specific statute

b. GC § 19130 consideration

- (1) Cost savings 19130(a) -- State Personnel Board (SPB) process required (2 CCR § 547.69 and §547.70)
- (2) Other reasons 19130(b) (2 CCR § 547.60)
 - (a) See 19130(b)(1) Exempt under Constitution
 - (b) See 19130(b)(2) New State function and legislative authority
 - (c) See 19130(b)(3) Service not available: highly specialized or technical
 - (d) See 19130(b)(4) Incidental to the purchase or lease
 - (e) See 19130(b)(5) Conflict of interest; need unbiased findings
 - (f) See 19130(b)(6) Emergency appointment
 - (g) See 19130(b)(7) Private Counsel, with Deputy Attorney General (DAG) approval. Notice provided to Bargaining Unit 2 representatives of contract
 - (h) See 19130(b)(8) Contractor will provide things that are not feasible for the State to provide
 - (i) See 19130(b)(9) Training when civil service is not available
 - (j) See 19130(b)(10) Urgent, temporary, or occasional services when civil service delay would frustrate the purpose

2. Budget authority

3. Legal method of procurement

a. Bidding generally required

- (1) IFB
- (2) RFP
- (3) Two SB or DVBE quotes (GC §§14838.5, 14838.7)

- b. Bidding exemptions
 - (1) Statutory
 - (2) DGS policy or NCB
 - 4. Legal requirements met for type of contract
 - 5. Authority to amend
- B. THE CONTRACT MAKES GOOD BUSINESS SENSE AND THE COST IS REASONABLE.
 - 1. Good business sense
 - a. Drafted to obtain desired results
 - b. Scope of work specific and realistic
 - c. Maximum use of dollars
 - d. Deliverables clear, measurable, and concise
 - e. Realistic timetable
 - 2. Reasonable cost
 - a. Consider whether:
 - (1) Bid is within estimate
 - (2) Bids cover a wide range
 - (3) Low bid is too low
 - (4) Low bid is too high
 - b. Has re-bidding been considered if bids are out of line?
- C. THE CONTRACT USES CLEAR AND CONCISE LANGUAGE CONSISTENT WITH THE TERMS OF SOLICITATION AND BID.
 - 1. Term
 - a. Within fiscal year appropriation; and
 - b. If for multiple years, contingency language as appropriate
 - 2. Scope of work
 - a. Specifications, requirements
 - b. Personnel, staffing
 - c. Coordination
 - d. Measurable results, deliverables
 - e. Timelines, progress reports
 - f. Evaluation, acceptance
 - 3. Total amount and payment method, progress payments, withhold
 - 4. Terms and conditions—standard and special
- D. SECONDARY ISSUES AND SUPPORTING DOCUMENTATION ARE REVIEWED.
 - 1. Social issues (as appropriate)
 - a. Certified small business
 - b. Certified DVBE
 - c. TACPA
 - d. EZA
 - e. LAMBRA
 - 2. Drug-free workplace, other required certifications
 - 3. Statement of compliance

4. Check of corporate standing
5. Other approvals (as applicable)
 - a. AG
 - b. SPB
 - c. DGS Office of Fleet Administration
 - d. DGS/ORIM
 - e. Records Management
 - f. DGS/OSP
 - g. CalRecycle
6. Std. 204 noted
7. Resolution
8. Bonds
9. Ads, STD 821, or exemption noted
10. Negative evaluations

DEPARTMENT OF SOCIAL SERVICES
Purchasing Policies and Procedures Handbook

Purpose:

To establish policies and procedures for the California Department of Social Services (CDSS), Non-Information Technology (Non-IT) and Information Technology (IT) goods and services, as regulated by Department of General Services, Procurement Division (DGS/PD) who is the state's control agency for all procurement acquisitions.

Policy:

The policies contained in this manual outline responsibilities and procedures regarding proper procurement processes, and methods that are used by all state agencies to obtain goods and services. CDSS's Purchasing Unit must adhere to all applicable state laws, regulations, policies, best practices and purchasing authority requirements contained in, but not limited to:

- State Contracting Manual (SCM), Volume 2 (Purchasing Authority Manual), Non-IT.
- SCM, Volume 3, IT.
- Public Contract Code (PCC).
- Government Code (GC).
- Military and Veterans Code.
- Labor Code.
- Revenue and Taxation Code.
- Food and Agriculture Code.
- California Code of Regulations.
- State Administrative Manual (SAM).
- SCM, Volume 1, Services Contracting.
- California Law Codes.
- Management Memos.
- Budget Letters.
- Department Policies and Procedures.

Delegated Purchasing Authority:

In accordance with PCC Section 10333 and 12111, CDSS has been granted purchasing authority by the Director of DGS/PD for purchases of:

- Non-IT goods and services of \$100 to \$49,999.
- IT goods & services of \$0 to \$4,999.
- Participation in the State CAL-Card Purchase Card Program.

NOTE: Definition of Delegation Purchasing Authority: Method of purchasing by competitive bid and or solicitation bids and includes any type of purchase through a DGS contract (of any kind).

NOTE: CDSS cannot exceed these thresholds, except in an emergency as defined in PCC Sections 10340 and 21202(a)(2).

To maintain this statutorily granted purchasing authority, CDSS must demonstrate the capability to make purchases that adhere to current state statues, regulations, executive orders, policies, procedures, sound business practices, cost effectiveness, and that are in the best interest of the state.

Purchasing Avenues:

Procurement activities include various purchasing avenues and categories to choose from. The Department may select from these purchasing categories or sub-categories as needed.

Purchasing Avenues
Competitive Solicitations (Informal and Formal)
Prison Industry Authority (PIA)
Community-Base Rehabilitation Program
Non-Competitively Bid (NCB) Contract Approval
Small Business (SB)/Disabled Veteran Business Enterprise (DVBE) Option (Competitive Solicitations between \$5,000 to \$249,999)
Leverage Procurement Agreement (LPA) Contract Approaches. <ul style="list-style-type: none">• California Multiple Awards Schedule (CMAS) Contracts.• Software License Program.• Master Agreement (MA); include Western State Contracting Alliance (WSCA).• State Price Schedules (SPS).• Statewide Commodity Contracts (SC), including Maintenance Repair and Operating supplies, CA Strategic Sourcing Initiative; Office Supplies and Wireless.

The CDSS is under the DGS oversight and must adhere to practices outlined in SCM, Volumes 2 and 3. The Department is held accountable for any procurement activity conducted. The DGS/PD reserves the right to rescind or reduce any purchasing authority at any time.

The DGS reviews and approves purchasing authority applications; monitors granted purchasing authorities and ensure compliance of purchasing practices.

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The CDSS is required to make purchasing authority documentation and information available to the DGS/PD upon request, and may not withhold such documentation and/or information.

DGS Procurement Manuals & Reference Links:

Information contained in this manual has been taken from the DGS/SCM Volumes 2 and 3. SCMs are compiled, maintained and updated by DGS. They provide guidance and references to all policies and procedures relating to state purchasing practices of tangible goods and services.

(SCM) Volume 2: Non-IT Manual	(SCM) Volume 3: IT Manual
http://www.dgs.ca.gov/pd/Resources/publications/SCM2.aspx	http://www.dgs.ca.gov/pd/Resources/publications/SCM3.aspx

(DGS) Directory of On-Line Resources
http://www.dgs.ca.gov/pd/Resources.aspx

CDSS Purchasing Unit:

CDSS Purchasing Unit		
Staff	Contact Information	Division Assignments
Sabrina Donelli, Manager	916-651-8955 Sabrina.Donelli@dss.ca.gov	
Diane Tice	916-657-3701 Diane.Tice@dss.ca.gov	Administration Adult Programs Area Boards Disability Determination Executive Legal State Council State Hearings Welfare to Work
Lorena Zamora	916-657-3784 Lorena.Zamora@dss.ca.gov	Children and Family Services Community Care Licensing Information Systems

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Processing Timeline:

Purchasing requests are processed in the order they are received and prioritized according to programs' needs. Processing timeline is two to three weeks after receipt of a purchase request, but if formal advertising is required, it will take additional time. Emergency requests and/or special projects will take precedence over any standing order.

Programs are advised to plan ahead whenever possible to avoid processing delays, and in an effort to meet individual programs' needs in a timely manner. Prior to fiscal year-end, programs are advised to order extra supplies to maintain or ensure the continuity of business, due to the delay of a new budget passage. During the year-end and up until the new budget is passed; no purchasing will be processed without executive approval and must meet essential office business requirements.

Purchasing Analyst Roles & Responsibilities:

Purchasing Unit analysts have the responsibility to know and understand the scope of the CDSS's purchasing authority, follow rules applicable to state purchasing, correctly use appropriate procurement approaches, and pay close attention to details.

Purchasing analysts will utilize the DGS Announcements, Bullets and Management Memo to be current in the rules and policies required to maintain CDSS's purchasing authority. Though the Purchasing analysts have gone to the DGS CAL-PCA Basic and Intermediate Acquisition Certification Program, it will be their responsibility to continue training when provided by DGS.

Purchasing analysts also act as caretakers over the procurement process; ensuring customer needs are met within stated laws, regulations, executive orders, policies and procedures; while maintaining impartiality, allowing for open competition, reducing waste, preventing improper activities and avoiding conflicts of interest during and after the procurement process.

Requestor Role & Responsibilities:

The requestor is responsible for both the beginning and ending of the procurement process for each request. The requestor should be aware of what and when office supplies and equipment are needed to meet the daily duties of the office within the unit. The requestor should be knowledgeable of various time frames of processing a request for a purchase order.

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The requestor should consider the time frame of when: a request should be processed; for the amount of time for the purchase order to be processed; for the amount of time for goods to be received and the amount of time for when the vendor is paid. All of these steps should be put into consideration when a request is sent to the Purchasing Unit.

Expediting a request due to poor planning will not be tolerated and the Purchasing Unit will process requests in the order they are received.

The last step of receiving goods and approving invoices for payments is the last and most valid step in purchasing for the requestor.

When a purchase order is issued, the Purchasing Unit will provide the requestor a copy of the purchase order with a stamp that will be used as the requestor's goods are received. The requestor must have another staff complete the Stock Received Purchase Order, as this will avoid a Conflict of Interest. The stock receiver will be required to provide the Date the goods were received, the Unit Code of the program, if the delivery is a Partial or Complete and a signature of the person who received the goods. The purchase order should be forwarded to Accounting when the requestor/receiver obtains the invoice from the vendor.

The requestor/receiver is to review the invoice to verify it matches all charges on the purchase order. The department is not to pay for anything that is not on the purchase order (pallets, shipping, travel costs, unidentifiable items, etc). The requestor/receiver should have management staff provide written approval for payment of the invoice. Both the completed Stock Received Purchase Order and the Approved for Payment Invoice are to then be provided to accounting for payment schedule. (Copies of stock received purchase order and the approved for payment invoice that was provided to accounting must be given to the Purchasing Unit to close the purchase file on the order.) Delay of processing the goods received and approval of the invoice will result in *LATE FEES* for the department and will be the responsibility of the requestor to provide explanation to the executive office for these charges.

Requisition (AA-18):

Effective November 2010, the AA-18 has been revised and can be obtained on CDSS Intranet website at <http://www.dss.ca.gov/dsssourc/res/Forms/AA/AA18.pdf>. Please delete all other versions of this form currently in use. Submit this form to the Purchasing Unit to request goods and certain services.

Purchasing will process the AA-18 request by creating purchase order documents using the STD 65, Purchasing Authority Purchase Order (PO) form; and then either fax or email to the vendors to fulfill orders. Request over CDSS's delegation will be forwarded to DGS/PD using a STD 66, Purchase Estimate form.

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The DGS/PD will fulfill the order on behalf of the department using their personalized purchase order documents.

Requesting Goods & Services:

To Request both Non-IT Goods & Services & IT Goods & Services:

- Submit to Purchasing: An AA-18, Requisition (Rev. 11/10).
- The form is found at:
<http://www.dss.ca.gov/dsssource/res/Forms/AA/AA18.pdf>.

Review Requisition Carefully:

In order to process a request with precision, please review the AA-18 carefully before submitting to Purchasing. Missing and/or incorrect information can delay an order from being processed timely, or can cause the wrong item(s) to be procured.

When Completing the AA-18:

- Requestor will be responsible to provide a requisition number in the corresponding box on the AA-18. If a request was received without a requisition number, the requisition will be returned and will not be processed until a number is provided. The requisition number will assist the CDSS Purchasing analyst in researching the requisition when requesting a status of request.
- Provide complete program information.
- Provide complete vendor information (address, contact name and phone number, fax number and email address).
- Provide the noun name of each commodity (example: Furniture: Chair, Printer: LaserJet).
- Provide complete specifications required for product.
- Providing only the make and model of item is not acceptable.
- Provide the most current information (manufacture number and/or product number).
- See Attachment A (Cheat Sheet) on the number of bids that will be required.
- Avoid errors and/or duplicating old information.
- Provide current and correct PCA Code.
- Make sure approving signatures are obtained.

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Forms Required (from DGS) with the AA-18:

- Bids obtained for requisition – all orders of any dollar value are required bids. See Attachment A (Cheat Sheet) based on dollar amount and purchase method to determine how many bids will be required.
- Request for Quote – bids received from vendors should be written bids. This determines that all vendors are quoting on the same item and to monitor that the bids are valid for at least 45 days. The written quote should be sent with the AA-18. See Attachment B (Request for Quote).
- Bid Quote Worksheet: - To document all vendors' quotes' and note how to award the purchase order (example: Low Bid, Fair and Reasonable and/or Best Value). See Attachment C (Bid Quote Worksheet).
- From the Awarding Vendor ONLY: - Requestor will be required to obtain the following required forms from the vendor.
 - Payee Data Record (STD 204).
 - Darfur Act Form.
- If the vendor is a DGS Certified SB and/or DVBE, the additional forms will be required.
 - A Copy of the vendor's Profile View, from the DGS Small Business website: <http://www.bidsync.com/DPXBisCASB> input either the vendor name or the Certification Number provided by the vendor.
 - A Copy of the Seller's Permit has to be requested from this vendor.
 - A Copy of the Bidder's Declaration – go to DGS website: <http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf#search=commercially%20useful%20function&view=FitH&page=none>

For all forms, go to your CDSS Purchasing analyst and they can send you these forms electronically. If you have questions or need help, contact your assigned Purchasing analyst (see staff list), or the Purchasing Unit's mainline at (916) 657-2586.

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Purchase Order vs. Contract

Differences Between Purchase Orders & Contracts:

The STD 65 - PO and the Standard Agreement (Service Contract) STD 213, are legal contractual purchase documents or contracts, which formalizes the state's acceptance of an offer to buy goods and/or services from a supplier.

The Purchase Order:

- Is designated to procure goods and services, and its contract language is non-negotiable.
- The AA-18 Requisition form is used to request a PO contract. PO's are only to be processed by the Department's Purchasing Unit.
- The Purchasing analysts are required to be knowledgeable of procurement laws, regulations, executive orders, policies, procedures, best practices, and the SCM.

A PO is Used for the Following Situations:

- For purchase of goods.
- For purchase of combined goods and services (only when the goods value on the purchase is more than the services).
- For purchase of IT goods and services when within our purchasing authority or various contract methods.
- For purchase of goods and services (when using LPA contracts including California CMAS and Western States Contracting WSCA)
- For purchase of subscriptions or periodicals.

The Standard Agreement (Service Contract):

Is designed to procure services, and its contract language can be negotiable. Any proposed changes to a contract's term and conditions require review and approval from the DGS Office of Legal Services (OLS) prior to contract for services. The GEN 704 Request for Contract Services form is used in order to request a contract for services.

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A Contract is Used for the Following Situations and/or Agreements:

- For purchases of services (when using MSA contracts - not CMAS contracts).
- For purchases of combined goods and services (only when the service value of the service is more than that of the goods, that it is considered a contract.
- For Memberships – see the Travel Unit for processing.
- For state interagency agreements.
- For cooperative agreements with county, federal government, or local governmental entities.
- For any other contractual agreement on behalf of CDSS.

Notice: Incidental services, except for maintenance, that are Non-IT (i.e., set-up or installation) and that are included with the purchase of the Non-IT Good, may not exceed \$4,999. The service must be directly related to the purchase of the good. If the service portion exceeds \$4,999, it must be separated and executed using a STD 213, in accordance with SCM, Volume 1. This requirement does not apply to LPA orders for Non-IT goods, which will then require the use of a STD 65 per SCM, Volume 2, (PAM), Chapter 1, Purchasing Authority.

Splitting Orders Prohibited:

The practice of splitting purchase requisitions and purchase order documents or any type of other practice, which indicates an act of splitting orders for the purpose of circumventing dollar threshold limits, is strictly prohibited. Approval and renewal of CDSS's purchasing authority is in adherence to this and other prohibitions.

The PCC Section 10329 states that "*no person shall willfully split a single transaction into a series of transactions for the purpose of evading the bidding requirements of this article.*"

All purchase order documents or any procurement transaction that fall under the prohibition of splitting an order to circumvent spending limits, include:

- Purchase Orders.
- CAL-Card Transactions.

Confirming Purchase Order:

The practice of creating a purchase request after the goods have been received is prohibited. The Purchasing Unit will not accept a requisition with an invoice so payment can be processed. All purchases must be processed on a purchase order or using the CAL-Card.

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NOTE: The CAL-Card is a payment mechanism not a procurement method. Rules on purchase orders are required with payment utilizing the CAL-Card.

State agencies are required to adhere to all applicable state laws, regulations, policies, best practices and purchasing authority requirements. When doing a confirming purchase, if the required documentation and procedures have not been obtained, then the transaction is considered an unauthorized purchase.

Emergency Purchase Order:

An emergency purchase is further divided into two classifications:

- An emergency purchase in response to a natural disaster, i.e., fire, flood, earthquake.
- An emergency purchase where immediate acquisition is necessary for the protection of the public health, welfare, or safety.

Non-IT Goods & Services: An emergency as defined by PCC Section 1102 is “a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services”.

IT Goods & Services: PCC Section 12102(a)(2) allows for emergency purchases of information technology, IT goods where immediate acquisition is necessary for the protection of the public health, welfare, or safety.

Required Documentation: Regardless of the emergency, CDSS must document in the procurement file and/or provide DGS/PD, as applicable, the following information:

- A description of emergency.
- Explanation of why the situation warranted the emergency purchase.
- Explanation of the consequences of making the purchase through normal procurement processes.
- A description of the goods and price.
- The names and quotations of suppliers contacted (bids will still be required).

WARNING: Poor planning is not an emergency.

One Bid Is Not Enough:

It is the responsibility of all state agencies to achieve maximum value of a purchase by competitive bid. Any requisition for over \$100 is mandated to obtain two to three competitive bids (depending on dollar amount), and the specification cannot be limited to one make or model of a product. Award of a purchase contract is required to go to either to the low bid or to fair and reasonable pricing.

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See Attachment A (Cheat Sheet) for breakdown of the required amount of bids based on dollar threshold or procurement method.

Website Quotes:

Website quotes will only be used as a comparison quote when the purchase order is to be awarded based on a fair and reasonable (see below) procurement method. Requestor will still be required to obtain two to three written quotes.

State agencies are not allowed to award a purchase order to a website vendor. This is due to the paperwork required by DGS that state agencies are to have on file from the vendor. The documentation protects both the vendor and the state on the terms and conditions for vendor performance and payment requirements.

Competition Requirement:

Competition is one of the basic tenets (a doctrine or principle held to be true) in state procurement. Depending upon decisions made during the planning phase and depending on the procurement value on how the bidding will be selected based on the method of procurement. The requestor should work with their Purchasing analyst to determine method of procurement and method of bidding – informal or formal.

Competition requires the act of seeking responses from qualified suppliers consistent with the size and nature of the procurement. To determine that “competition” has been effective, responsive bids must be received from two to three responsible bidders, unless the solicitation is advertised.

(See Attachment A (Cheat Sheet) to determine how many bids will be required.) When the requestor is unable to obtain a competitive responsive bid from responsible bidders; the requestor has two options:

- Cancel the solicitation and re-bid, modifying any possible restrictive requirements.
- If the Purchasing analyst feels a second solicitation would not result in a different outcome, the solicitation may be cancelled and the NCB process can be followed.

NOTE: A response of “NO BID” or “NO RESPONSE” is not considered as a bid.

Responsive & Responsible Bidder:

A supplier who is responsible and submits a responsive bid is one who clearly indicates compliance without material deviation from the solicitation’s terms and conditions; and who possesses the experience, facilities, reputation, financial resources and other factors existing at the time of contract award.

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Fair and Reasonable Pricing:

Competition is always the preferred method of acquisition. However, departments may acquire Non-IT goods and IT goods & services valued less than \$5,000 if "Fair and Reasonable" pricing can be established with two or three quotes.

Before the CDSS Purchasing Unit elects to accept only two quotes for orders under \$5,000, (including shipping/freight, but not including tax), **one of the techniques below must be circled, justification provided, signed & dated, and attached to the requisition file to show support of the Fair & Reasonable purchase – see attachment of Fair & Reasonable Justification form.**

Techniques for Determining "Fair & Reasonable".

- **Price Comparison:** A Purchasing analyst has obtained and documented quotes or offers within the last 12 to 18 month period from other responsible suppliers, which provides evidence that a price obtained is deemed fair and reasonable. (NOTE: The requestor will be required to either reference the purchase order for the reference price, or provide copy of quote from vendor).
- **Catalog or Market Price:** The price offered is supported by an established and verifiable catalog or market pricing media issued by a responsible supplier and/or through an established reputable forum. In addition, the pricing structure provided is one that a prudent Purchasing analyst would accept as a reasonable representation of existing market value. (NOTE: The requestor will have to provide proof of the catalog or market price).
- **Controller Pricing:** The price offered is set by law or regulation; competitively bid master or statewide contracts, etc. (NOTE: The requestor will be required to provide proof on pricing).
- **Historical Pricing:** A Purchasing analyst is able to demonstrate that other transactions occurring in the past (within an 18 month period) exist and that shows historical prices for similar acquisitions have yielded no material change in cost. (NOTE: The requestor will have to provide the prior purchase order number or copy of the prior purchase order).
- **Cost/Benefit Analysis:** A Purchasing analyst can demonstrate that their level of experience in the procurement field provides a sufficient knowledge base, which clearly indicates that the acquisition cost is so low. The cost to the State of verifying the pricing fairness would most likely be more than any potential benefit that could be reasonably gained from searching the marketplace for lower price comparable acquisitions.

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SB and DVBE Certification Program:

The SB and DVBE certification programs were established to increase business opportunities for the DVBE and SB communities with the State of California; thereby stimulating the state's overall economy.

Pursuant to Executive Order S-02-06 and M&VC 999.2, each department shall have an annual statewide participation goal in state contracting of not less than 25 percent for SB and not less than three percent for DVBE.

SB and DVBE Option:

GC Section 14838.5 (a) and (b) enables a department to conduct a competitive solicitation valued at \$5,000 through \$249,999 *that targets only SB or DBVE.*

The "SB/DVBE Option" eliminates advertising requirements in the California State Contract Register for transactions awarded to a certified SB or DVBE within these dollar thresholds, provided the Department has obtained responsible bids from two to three responsible bidders.

Verification and documentation of vendors are certified as either a CA Small Business or DVBE can be confirmed at the DGS' website:

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

The SB Preference:

During the competitive solicitation process, a five percent SB preference must be applied when one of the responsible bidders is a large business and has submitted the lowest responsible bid, and the SB submits a higher responsible bid. Purchasing analysts must document the procurement file in sufficient detail to support the award, including recording the SB preference calculations.

PROCUREMENT METHODS

Competitive:

Competition is one of the basic tenets in state procurement and contracting. Depending upon decisions made during the planning phase, the procurement may be informal or formal, and the selected competition method may be a phone call (only for under \$100) or a written solicitation document, distributed by fax, electronic mail or regular mail, depending on the procurement value. Unless otherwise provided by law, procurement activities must be conducted in an open and fair environment that promotes competition among prospective suppliers.

Leverage Procurement Agreements:

DGS/PD has established a commodity/service LPA as a procurement method for state departments to utilize. These various types of the State LPA's for Non-IT goods and services and IT goods and services can be located and how to use them as follows:

The categories of LPAs include:

- CMAS (see SCM Volume 2 Chapter 6 for Non-IT goods and Volume 3 Chapter 6 for IT goods and services).
- State Price Schedules.
- SC (see SCM Volume 2 Chapter 6 for Non-IT Goods and Volume 3 Chapter 6 for IT goods and services).
- SPS (see SCM Volume 2 Chapter 6 for Non-IT Goods and SCM Volume 3 Chapter 6 for IT goods and services).
- MA (see SCM Volume 2 Chapter 6 for Non-IT Goods SCM, Volume 3 Chapter 6 for IT goods and services).
- Cooperative Agreements - WSCA/National Association of State Procurement Officials (NASPO).

Be aware that all contracts are different with different dollar thresholds and different bid processes. *It is suggested that if you are unfamiliar with the various contracts noted above, you should work with your Purchasing analyst to assist you on locating contracts and how to obtain vendors for bids.*

Non-Competitive Bid:

An important principle of state purchasing is to promote and provide for open and fair competition when seeking to execute a contract or amendment without competition. But when executing transactions where no known competition exist, departments will be required to process a NCB transaction.

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NCB contracts are limited by statute in accordance with PCC Section 10301 and 10302 for goods to the following condition:

- Emergencies, where immediate acquisition is necessary for the protection of the public health, welfare, or safety or;
- Proposed acquisition of goods and services are the only goods and services that can meet the State's needs.

NOTE: CDSS will only process the NCB for emergency acquisitions necessary for the protection of the public health, welfare or safety.

Surplus Property Program:

State agencies are required to seek furniture either from within their own department surplus or DGS in their first search for Office Furniture, and to utilize surplus furnishing whenever feasible. Contact your Property analyst in the Support Services Section to assist you with what is available at CDSS and DGS.

Surplus furniture from both CDSS and DGS may be the following:

- Chairs.
- Modular Furniture.
- Wood Furniture.
- Metal Furniture.
- Desks.
- Miscellaneous Office Furniture.

PIA Commodities and Services:

If a Department program needs cannot be met utilizing CDSS and/or DGS Surplus Programs, the program is mandated to utilize PIA for all furniture needs. Based on the SAM Section 3505 and California Penal Code 2807, it states agencies are mandated to purchase from PIA for goods and services.

The PIA operates a Prompt Delivery Program (PDP) for frequently purchased furniture items. Periodically, PDP will offer significant discounted prices for overstocked and discontinued items. To view what is available for furniture, go to the PIA website at: <http://catalog.pia.ca.gov/store.php?t=12914498> for their product catalog or contact their Customer Service at (916) 357-2733 for assistance.

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PIA Exemption Request:

If the agency wants to purchase from a commercial vendor, written authorization from PIA must be obtained. An approved "PIA Exemption Request" must be obtained prior to submitting a requisition and must be submitted with the requisition. All required information on the request form must be completed in order for it to be considered. If PIA approves the request, items can be procured via an outside vendor. If PIA denies the request, the product must be procured via PIA.

If and when a PIA Exemption Request is approved, the requisition should have a complete description of the furniture that is purchased and depending on the dollar amount, at least two bids. One bid must be that from a SB or DVBE vendor.

Providing only the make and model of furniture that is to be purchased is not acceptable. The specification required of the furniture must be provided and reference a make and model for comparison of all products.

Reasonable Accommodation Requests:

Departments must first evaluate PIA products (such as chairs, tables, desk, etc.) before requesting a PIA exemption that will be based upon a reasonable accommodation or medical waiver.

Other PIA Products:

PIA operates over 65 services, manufacturing and agricultural industries at 24 institutional sites throughout California. These inmate programs produce over 1,800 different goods and services at <http://www.pia.ca.gov>.

PIA Product Examples are the Following:

- *Institutional Products:* Bedding, cleaning products, flags, signs, etc.
- *Residential Life:* Dressers, wardrobe, desk, etc.
- *Printing, metal signs and decals:* Forms, brochures, license plates, stickers, etc.
- *Food Products:* Milk, meat products, coffee, etc.
- *Clothing:* Shoes, gloves, safety vests.
- *Stationary & Printing:* BINDERS, custom files, Business Cards, printing forms

Items provided by PIA are mandated even whether a state contract is or is not IN PLACE (such as for OFFICE SUPPLIES). As in furniture, the products noted above are restricted by code, and to purchase from an outside vendor will require an approved PIA Exemption Request.

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CAL-Card Program:

The purchasing authority (PA) granted by DGS also gives CDSS the ability to participate in the CAL-Card Program. DGS has entered into a Master Service Agreement with US Bank for Visa card services. This is the basis for the CAL-Card Program that allow state agencies to use the VISA card as a Payment Mechanism for making small dollar purchase of goods.

CAL-Card is a **PAYMENT MECHANISM ONLY** for goods ordered; it is **NOT a PROCUREMENT METHOD**. **Using a CAL-Card to make payment does not relieve state agencies from adhering to all procurement laws, regulations, policies, procedures and best practices.**

This includes, but is not limited to, the application of all sales and use tax, rules and policies as applicable to the purchase. CAL-Card is a payment mechanism for acquisition of goods up to the limits authorized for an individual cardholder. A cardholder's single-purchase limit can be set-up to, but NOT over \$2,500. A cardholder's 30 day limit range is set at the discretion of their Approving official. **Cardholders CANNOT SPLIT CAL-Card transactions** to circumvent daily or monthly purchase limits.

NOTICE: When an order is anticipated to exceed a cardholder's single-purchase limit, contact the Purchasing Unit for further instructions in the procurement process prior to making a purchase. The cardholder is responsible for ensuring the bank card is used appropriately, and all procurement of a commodity is in compliance with State and the Department's procurement procedures and policies.

CAL-Card Manual:

Any questions on using the CAL-Card can be addressed to the CAL-Card Coordinator at (916) 657-3507.

**ORDERING PROCESS
Non-Information Technology (Non-IT) Goods & Services
Competitive Bids
(\$0 to \$50,000)**

DGS/PD has established guidelines to ensure purchasing activities conducted by CDSS comply with state laws, policies, procedures and guidelines. The Purchasing Unit makes every effort to procure using sound business practices, cost effectiveness and with the best interest of the Department in mind.

When considering the purchase of commodities, it must first be determined if the requested goods or services are available via LPA Contracts or PIA. If not, the following solicitation process described below is followed.

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<p>Request (Program)</p>	<ol style="list-style-type: none"> 1. Determine purchase need(s). 2. Develop specifications or. 3. Complete AA-18, Requisition – <u>must provide a Requisition Number.</u> 4. Obtain the correct number of bids required – see Attachment A (Cheat Sheet). 5. Obtain appropriate approvals. 6. Forward form, quotes and all related document to the Purchasing analyst.
<p>Purchasing Analyst</p>	<ol style="list-style-type: none"> 1. Review AA-18 and attached documents. 2. Determine if request can be fulfilled via LPA contracts or PIA. If not then the competitive process with bids obtained by the program will be reviewed if all procurement procedures were followed. 3. Work with program staff to ensure correct goods and/or services are procured.
<p>Thresholds (Informal Bids Process)</p>	<ol style="list-style-type: none"> 1. The Solicitation Process for <u>COMPETITIVE PURCHASE.</u>
<p>Under \$100</p>	<ol style="list-style-type: none"> 1. Solicit and receive one (1) quote from a responsible bidder if “Fair and Reasonable” pricing can be established and document. 2. It is encouraged that the one (1) bid is from a SB and/or DVBE Vendor.
<p>\$101 to under \$1,000</p>	<ol style="list-style-type: none"> 1. Solicit and receive on (1) quote from a responsible bidder if “fair and reasonable” pricing can be established and documented. See pages 8 & 9 of this handbook for definitions of “fair and reasonable”. 2. If “fair and reasonable” cannot be established, two (2) quotes are needed. 3. One (1) bid must be from a SB and/or DVBE vendor. 4. If phone solicitations are to be conducted by phone, it must be recorded on a Bid/Quote Worksheet. Providing the vendor’s complete name, address, phone numbers and SB and/or DVBE certification information – Bid/Quote Worksheet is available with the AA-18. 5. Solicitations can be conducted providing vendors with Request for Quote form. This will require vendor to sign form to be consider a valid bid.
<p>\$1,000 to under \$50,000</p>	<ol style="list-style-type: none"> 1. Solicit and receive three (3) written quotes. A “NO BID” does not count as a quote. 2. An internet quote from an internet vendor cannot be accepted. Required documentation on a vendor must be provided and internet vendors will not provide. Quote from internet vendor will not be used as comparison or reference quote. 3. One (1) bid quote must be from a certified SB and/or DVBE vendor. 4. Solicitations may be provided via fax or email.
	<p style="text-align: center;">(Continued next page)</p>

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<p>(SB/DVBE OPTION) \$5,001 to \$249,999</p>	<ol style="list-style-type: none"> 1. Solicit and receive responsible written bids from at least two (2) SB or two (2) DVBE that are verified as being CA certified suppliers through DGS/PD. 2. Supplier participation is limited to <u>ONLY CA Certified SM, Micro Business (MB) or DVBEs.</u> This does not apply to non-SB suppliers claiming SB subcontractor participation. Subcontractor participation must be at least 5 percent for SM/MB and 3 percent for DVBE. 3. The solicitation must clearly provide specifications of each commodity for the supplier to determine best product to meet the department's needs. 4. Providing a REFERENCE MAKE and MODEL can be included in the solicitation. But only the MAKE and MODEL of product cannot be noted on the Request for Quote. Must have specifications and then "Reference Make and Model". 5. Using this OPTION, quotes from the following vendors will apply: <ul style="list-style-type: none"> • YES = SB vs. SB (including SB who is also DVBE). • YES = MB vs. MB. • YES = DVBE vs. DVBE, (including DVBE who is also SB or MICRO). • NO = SB vs. DVBE.
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See Attachment A (Cheat Sheet), this will provide bids/quote requirements for LPA Contracts.

Information Technology (IT) Procurement:

SAM Section 4819.2 defines information technology as *"all computerized and auxiliary automated information handling, including systems design and analyst, conversion of data, computer programming, information storage and retrieval, voice, video, data communications, requisite systems controls, and simulation."*

Defining IT Procurement:

In accordance with SAM Section 4819.2, any of the activities listed below either individually or in combination are considered IT Procurement:

1. IT facility preparation, operation and maintenance.
2. Application system development and implementation, or changes to application systems or programs to meet new or modified needs or maintenance, including:
 - Feasibility study preparation.
 - System analysis.
 - Systems design.
 - Purchase and installation of software.
 - Programming services.
 - Data or programming conversions.
 - Systems and procedures documentation.
 - Project appraisal or assessment.

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3. Operation of application systems or programs including handling, assembling or editing of input-output data or media where IT equipment or IT personnel are used.
4. Acquisition, installation operation and maintenance of data processing equipment.
5. Other installation management activities including:
 - Performance measurement.
 - System tuning.
6. Capacity management personnel employed in support of, or directly related to, any of the activities listed above, including:
 - Administration.
 - Technical services.
 - Clerical services.
 - Travel.
 - Training.
 - Preparation of periodic and special reports.
7. Control functions directly related to the above activities.

Defining IT Supplies:

The following consumable items are considered IT products, **BUT** may be acquired under either IT or Non-IT purchasing authority:

1. Documents
 - Standards and procedures manuals.
 - Contractor supplied systems documentations.
 - Educational or training manuals.
2. Equipment Supplies
 - Printer forms.
 - Punch card stock.
 - Disk pack.
 - Floppy disks.
 - Magnetic tape.
 - Printer ribbons or cartridges.
3. Furniture (IT related).
 - Desktop station tables.
 - Printer Stands.

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IT Goods Not Considered Supplies:

Departments are required to utilize contracts issued by DGS, Telecom Division (TD) to obtain voice and data services.

Telecom orders are issued using the Information Technology delegation. CDSS must request DGS/TD approval for the following:

- Teleconferencing & videoconferencing.
- PBX telephone systems.
- Hybrid telephone systems with trunk connections.
- Hybrid telephone systems to be installed behind a consolidated system.
- Stand alone Automatic Call Distributor or voice mail systems connected to consolidated systems.
- Data transport outside of the consolidated frame relay services.
- Telecom consulting services.

Personal Communication Devices (PCD):

CDSS's Telecom Unit will consider using Leverage Procurement Agreement Contracts issued by DGS to obtain PCDs and associated service plans. PCDs include but are not limited to:

- Cellular phones.
- Personal Digital Assistants (PDA) and related items or configurations that permit remote communication and/or messaging.

Requesting Telecom Goods or Services:

To request Telecom goods or services, contact CDSS's Telecom Unit for assistance and approval with the following requests:

- PCDs.
- Telephones or conference phone.
- Telecom accessories.
- Telecom services (cabling).
- Move project (office moving).
- Switching phone line (employee moving).
- Voicemail.
- Cable TV.

In most cases, CDSS's Telecom Unit will work with the Purchasing Unit to fulfill any request.

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ORDERING PROCESS
Information Technology (IT) Goods & Services
COMPETITIVE BIDS
(\$0 to \$4,999)

Thresholds (Informal Bids Process)	The Solicitation Process
\$0 to Under \$1,000	<ol style="list-style-type: none"> 1. Solicit and receive two (2) WRITTEN quotes. 2. One (1) quote must be from either SB or DVBE vendor.
\$1,001 to \$5,000	<ol style="list-style-type: none"> 1. Solicit and received three (3) WRITTEN quotes. 2. One (1) quote must be from either SB or DVBE vendor.
(SB/DVBE OPTION) \$5,000 to \$249,999	<ol style="list-style-type: none"> 1. Solicit and receive responsive WRITTEN quotes from at least three (3) SB or three (3) DVBE quotes that are verified as CA certified suppliers through DGS/PD. 2. Supplier participation is limited to only CA Certified SB, MB or DVBEs. This does not apply to non-SB suppliers claiming SB subcontractor participation. 3. The solicitation must clearly state the needs or business requirement of the Department in order for a supplier to weigh the risks and price of the purchase request. 4. Using this Option, quotes from the following vendors will apply: YES = SB vs. SB (including SB who are also DVBE Vendors). YES = MB vs. MB. YES = DVBE vs. DVBE (including DVBE who are also SM or MICRO vendors). NO = SB vs. DVBE.

Receiving of Goods and/or Services:

After the process of the purchase order, the receiving of the product and/or services is the next step in the procurement process. Each department determines whether or not the goods received are acceptable and conform to all of the terms and conditions of the purchase document. The entire receiving process consists of:

Term	Definition	Example
Receiving	The act of taking possession of goods either at receiving dock or office location.	A worker on the receiving dock who signs for the goods provide the acknowledgement that the goods were delivered. NOT that they were accepted.
	(Continued next page)	

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Inspection	The act of examining goods that have been delivered to determine conformance to what was ordered via the purchase document.	The requestor checks the delivery package to see if all goods match that on the purchase document, both quantity and make and model of items.
Acceptance Testing	The act of testing what is purchased, either all items delivered, or the first item delivered or by random sampling some or all items delivered. Testing determines that the goods, purchased are in conformance to the requirement as state in the purchase document and that the items perform to satisfactory level.	The computer analyst will test that the printer received for staff is in working condition and meets the specifications noted on the purchase document.
Acceptance	If goods received meet all requirement of quantity, specifications and performance; the items should be stock received as completed dated and signature approval of all items. NOTE: The requestor (name of who to ship to) cannot do the Stock Received. This is considered a Conflict of Interest.	The requestor will verify all items received. Another staff will complete the Stock Received Purchase Order (PO with RED STAMP) and noting order complete and provide signature and date on the form. The Stock Received Purchase Order is to go to Accounting with invoice.

Requestor Responsibilities:

When the items are received and meet the requirement noted on the purchase order, the Stock Received Purchase Order is held until the invoice for the purchase is received by the requestor.

Payment Fundamentals

State agencies shall not process or release payment to any supplier for goods and/or services, both for Non-IT and IT, without having in its possession all of the following:

- A properly authorized purchase document (STD 65).
- Documentation verifying the goods/services were satisfactorily received and/or performed.
- An accurate and correct supplier invoice.

Advance Payment Prohibited:

An advance payment or pre-payment is considered a gift or donation of public funds since the state has received no benefit and the subsequent receipt of goods or services cannot be guaranteed.

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Exception: GC Section 11019 allows advance payment for services only under limited, narrowly defined circumstances (e.g., between specific agencies and certain types of non-profit organizations or when paying another government entity).

Receipt of Accurate Invoices:

It is important for suppliers to submit accurate and correct invoices to ensure timely payment. The Department is not to pay for anything that is not in the purchase document (pallets, shipping, travel cost, unidentifiable items, etc.) The supplier name as shown on the purchase document and the invoice must match or the SCO will not approve payment.

The 45-Day Payment Process:

Supplier payments are made in accordance with provisions of the California Prompt Payment Act, GC section 927 et. Seq. The Act requires state agencies (unless expressly exempted by statute) to pay properly submitted, undisputed invoices not more than 45-days after:

- The date of acceptance of goods or performance of services; or
- Receipt of an undisputed invoice, whichever is later.

Thirty (30) of the 45-calendar days allowed to pay invoices are allocated to the Department's payment approval process. This time is from when items are received, inspected, stock received purchase order processed, invoices are approved for payment and then sent to accounting for payment. The remaining 15-calendar days are allocated to the SCO claim unit and warrant generation process.

Late Fees:

Under the California Prompt Payment Act, GC Section 937, state agencies shall pay applicable penalties (late fees) if payment is not received within the 45 calendar days of receiving goods. The late fees can range from 1.528 percent to 13.25 percent daily rate, depending on the type of business (Certified SM/MB/DVBE or Large Business) and the dollar amount on the purchase order.

State agencies shall provide the Director of DGS with a report on late payment penalties that were paid by the state agency; in accordance of the Prompt Payment Act during the preceding fiscal year. An overall report of all state agencies annual late fee report will be provided to the State Legislature for review.

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Requestor Responsibility of Invoice:

When an invoice is received, it is the responsibility of the requestor to verify that quantity of items, noun description of items and all dollar amounts meet that on the purchase document. If the invoice is correct, the spending authority will have to approve the invoice by noting "Approved for Payment", signature and date of approval.

Requestor will be responsible to make two (2) copies of the "Signature Approved Invoice" and the Stock Received Purchase Order. One copy will be maintained within the office for spending records and the other copy is to be sent to the Purchasing Unit to complete the procurement process.

The original invoice and Stock Received Purchase Order is to be sent to Accounts Payable for process of payment of invoice. This process should be done within five (5) calendar days of receiving the invoice in the mail.

Problems with Either Shipments or Invoices:

If when receiving goods or performance of services they do not meet as required on the purchase order (example: not correct quantity, received damage goods, wrong items or service for installation not complete, etc.); contact your Purchasing analyst to assist with contacting the vendor. Working with your Purchasing analyst will provide you the leverage when dealing with the vendor.

If the invoice does not match that on the purchase order (example: not correct quantity or price does not match, etc.); contact your Purchasing analyst to determine how invoice should either be disputed, or contact the vendor to request a correct invoice. When delay of payment on an invoice, work with the Purchasing analyst or Accounting analyst to ensure that an invoice dispute goes with payment to avoid late fees.

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ITEMS: Goods or Services

ITEMS	GOODS or SERVICES:	REQUESTION FORMS:	CONTACTS:
Audio Equipment	Goods	AA-18	Purchasing Unit
Awards: 25 Year or Retirement	Goods	AA-18	Purchasing Unit
Certified Copies (birth cert., marriage doc., etc.)	Services	AA-18 & Application	Financial Services
Computers: Hardware, Software, Supplies and Services	Goods	AA-18	Purchasing Unit
Conference Room & Rental	Services	Service Order	Contracts Unit
Consultant Fees	Services	Service Order	Contracts Unit
Copier & Supplies (toner, drum, etc.)	Goods	AA-18	Purchasing Unit
Equipment: Minor and Major	Goods	AA-18	Purchasing Unit
Fax Machine & Supplies (toner, drums, etc.)	Goods	AA-18	Purchasing Unit
Furniture: Office and Modular	Goods	AA-18	Purchasing Unit
Janitorial (mops, paper towels, cleaning products, etc.)	Goods	AA-18	Purchasing Unit
Mail Equipment and Supplies	Goods	AA-18	Purchasing Unit
Membership	Services	Service Order	Contracts Unit
Office Supplies (folders, pens, pencils, paper, etc)	Goods	AA-18 or CAL-Card	Purchasing Unit
Postage for Postage Machines	Services	Memo	Financial Services
Printing Services	Services	GEN 158	Contracts Unit
Publications (books, booklets, etc.)	Goods	AA-18	Purchasing Unit
Registration for Conference	Services	GEN 573	Training Bureau
Software: License New and Renewal	Goods	AA-18	Purchasing Unit
Subscriptions: Magazine, Newspaper	Goods	AA-18	Purchasing Unit
Telecom: (desk phones, cell phones, blackberries, pagers, etc.)	Goods	AA-18	Purchasing Unit
Training	Services	AA-18 & Activity Request	Financial Services
USPS – Refill Machine	Services	AA-18	Financial Services

COMPETITIVE PURCHASES - Non-IT:

Dollar Value	Bids	Type	Justification
\$0 to \$100	1	Written (email or quote sheet)	Fair & Reasonable
Small Business Option (\$5,001 to \$249,999)	3	Written (email or quote sheet)	Bids from either (2) SB or (2) DVBE
\$101 to \$999	2	Written (email or quote sheet)	Low Bid or Fair & Reasonable
\$1,000 to \$5,000	3	Written (email or quote sheet)	Low Bid or Fair & Reasonable

LEVERAGE PROCUREMENT AGREEMENTS - Non-IT:

(State Contracts, CMAS, Master Agreements, State Price Schedules, WSCA and NASPO)

Dollar Value	Bids	Type	Justification
\$0 to \$5,000	2	Written (email or quote sheet)	Low Bid or Fair & Reasonable
\$5,001 to \$50,000	3	Written (email or quote sheet)	Low Bid or Fair & Reasonable

COMPETITIVE PURCHASES - IT Goods & Services:

Dollar Value	Bids	Type	Justification
\$0 to \$100	1	Written (email or quote sheet)	Fair & Reasonable
Small Business Option (\$5,001 to \$249,999)	3	Written (email or quote sheet)	Bids from either (2) SB or (2) DVBE
\$101 to \$999	2	Written (email or quote sheet)	Low Bid or Fair & Reasonable
\$1,000 to \$5,000	3	Written (email or quote sheet)	Low Bid or Fair & Reasonable

LEVERAGE PROCUREMENT AGREEMENTS - IT Goods & Services:

(State Contracts, CMAS, Master Agreements, State Price Schedules, WSCA and NASPO)

Dollar Value	Bids	Type	Justification
\$0 to \$5,000	2	Written (email or quote sheet)	Low Bid or Fair & Reasonable
\$5,001 to \$50,000	3	Written (email or quote sheet)	Low Bid

SOFTWARE LICENSE PROGRAM (SLP) CONTRACTS - IT Goods & Services:

Dollar Value	Bids	Type	Justification
\$0 to \$250,000	3	Written (email or quote sheet)	Low Bid

PRISON INDUSTRY AUTHORITY

Dollar Value	Bids	Type	Justification
Unlimited	0	Verbal or Written Prices	None

Attachment B
REQUEST FOR QUOTATION

BUYER NAME:		Solicitation No:		
Phone Number:		Email		
REQUEST FOR QUOTATION:			BID DUE DATE:	
A. VENDOR INFORMATION				
VENDOR NAME:		Bid based on Open Market		
VENDOR ADDRESS:				
VENDOR CONTACT:		# of LPA		
VENDOR PHONE NUMBER:		Contract:		
VENDOR FAX NUMBER:		If LPA, contract will be required.		
B. SMALL/DVBE VENDOR				
Small or Micro Business		DVBE:	OSCD #	
Expiration date		Expiration date	Provide copy of cert:	
Bidders Declaration to meet		Bidders Declaration to meet		
C. VENDOR DATA				
Payee Data Record on file				
Seller's Permit on file				
Darfur Contracting Act on file				
D. FREIGHT AND SHIPPING				
Deliver Date provided		Delivery ARO		
Shipping Instructions	N/A	MUST QUOTE FOB DESTINATION		
City of origin, State and Zip Code				
E. PAYMENT TERMS				
ACCEPT NET 45				
Payment terms with Discounts		Can not accept less then NET 45		
For the Bidders Instructions go to Department of General Services website: http://www.documents.dgs.ca.gov/pd/modellang/BidderInstructions070110.pdf . For the General Provisions go to Department of General Services website: http://www.documents.dgs.ca.gov/pd/modellang/GeneralProvisions.pdf				
WHAT IS BEING REQUESTED:				
SHIP TO ADDRESS:				
Special instructions:				
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION PRICE
NOTE: PRICE QUOTE MUST BE VALID FOR 60 DAYS OF THE BID DUE DATE				
Vendor signature: (must be signed or bid not valid)			DATE:	

Attachment C
 BID QUOTE WORKSHEET

BID QUOTE WORKSHEET

Prices obtained by:			Requisition Number:				Date:	
Date Quote Received:								
Vendor Name								
Vendor Address:								
Contact Name:								
Contact Phone Number:								
Fax Number or Email Address:								
Delivery time:								
Small Business:			Type:	Expiration date:	Type:	Expiration date:	Type:	Expiration date:
			Cert :		Cert :		Cert :	
Disable Veteran:			Expiration date:	Expiration date:	Expiration date:	Expiration date:	Expiration date:	
			DVBE:		DVBE:		DVBE:	
FOB DESTINATION: FREIGHT PREPAID								
LINE #	DESCRIPTION	QTY	UNIT	EXTENSION	UNIT	EXTENSION	UNIT	EXTENSION
				\$ -		\$ -		\$ -
				\$ -		\$ -		\$ -
				\$ -		\$ -		\$ -
				\$ -		\$ -		\$ -
				\$ -		\$ -		\$ -
				\$ -		\$ -		\$ -
			TOTAL:	\$ -		\$ -		\$ -

DEMYSTIFYING

**THE
CONTRACT
PROCESS**

HANDBOOK

DEMYSTIFYING THE CONTRACT PROCESS



California Department of Social Services
Contracts and Financial Analysis Bureau

Revised August 2007

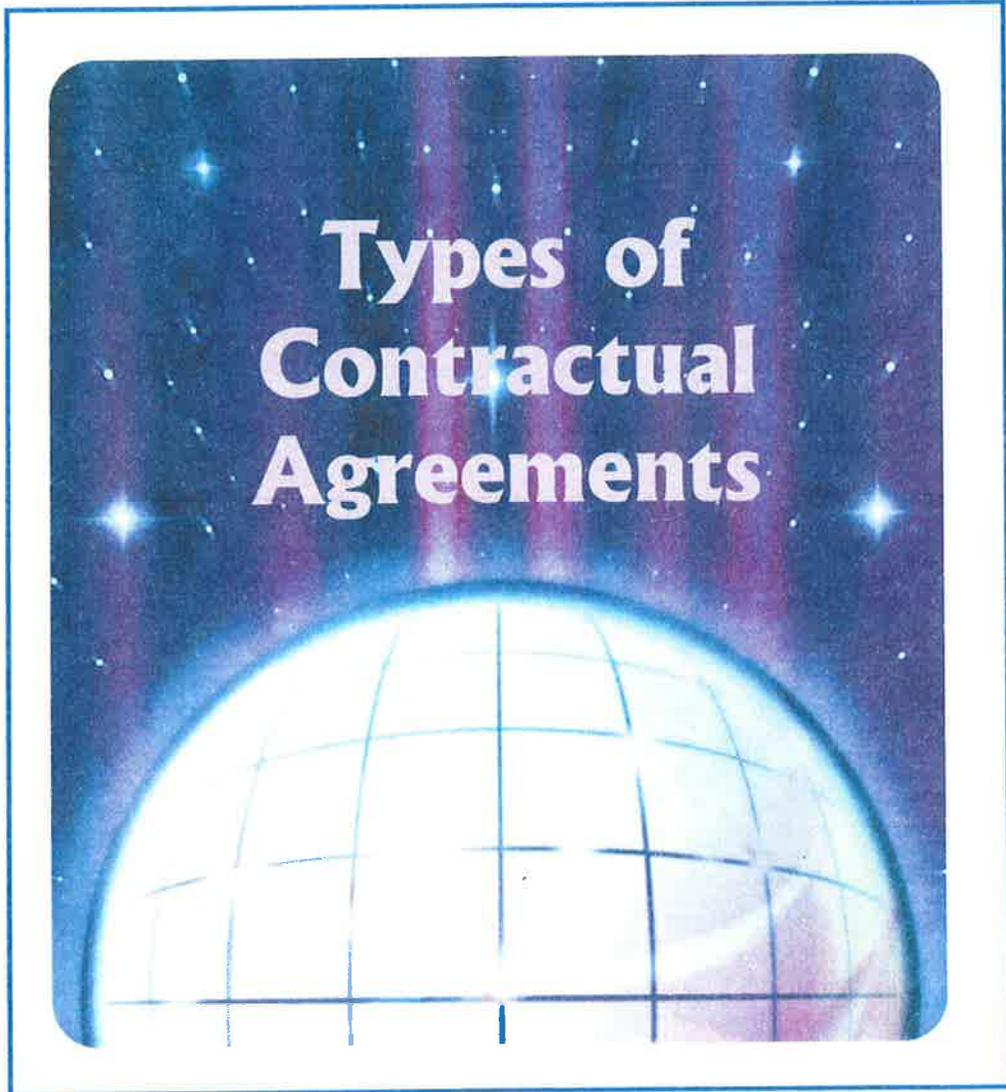


DEMYSTIFYING THE CONTRACT PROCESS

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Sample Scopes of Work and Budgets	
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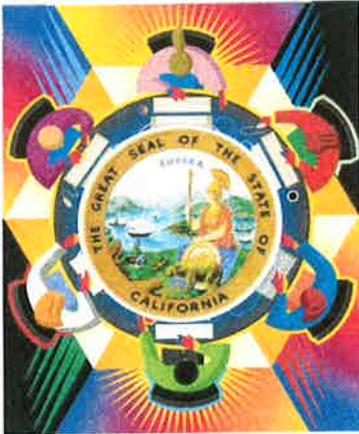
Section One



TYPES OF CONTRACTUAL AGREEMENTS

A contract is a legally binding agreement between the California Department of Social Services (CDSS) and another entity, public or private, for the provision of goods or services. A contract sets forth the terms, conditions, and the statement of all work to be performed.

Proper classification of contracts is necessary as a first step in determining which solicitation process is appropriate for the contract, and what elements are required to be in the contract. There are several types of contracts and services.



1. Interagency Agreement (IA)

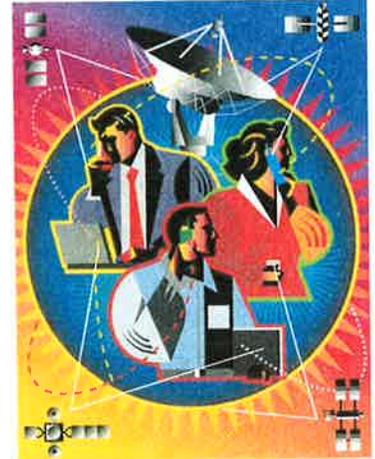
An interagency agreement is an agreement between two or more state agencies.

Examples include: An IA between CDSS and The Regents of the University of Davis to provide child care training to child care providers; between CDSS and the State Personnel Board to provide on-line exam and certification services; and between CDSS and Department of Franchise Tax Board to provide tax data.

2. Consultant Services

Defined as a contract for services of an advisory nature, which provides a recommended course of action or personal expertise. The contract calls for a "product of the mind" rather than the rendition of mechanical or physical skills. A "product of the mind" may include anything from answers to specific questions to the design of a system or plan.

Examples of consultant services contracts include: Legal services, expert witness services, training and technical assistance, strategic planning, etc.



3. Services Contract (Non-Consulting)

A services contract is a contract in which the contractor provides a duty or labor, of a non-consulting nature, and is usually a rendition of mechanical or physical skills.

For example: janitorial services, moving services, shredding services, and printing services.

TYPES OF CONTRACTUAL AGREEMENTS

4. Subvention Services

To be classified as a subvention services contract, the contract must:
a) provide assistance to local governments and/or aid to the public;
and b) directly or through an intermediary, such as a nonprofit organization. Subvention services contracts are exempt from the competitive bidding requirements.



Examples: A contract with California Youth Connection to provide technical and outreach services to foster youth; a contract with the San Diego State University Foundation to provide training to social workers on child welfare services.



5. Public Works

An agreement for the erection, construction, alteration, repair, or improvement of any state-owned structure, building, road, or other state improvement of any kind. All public works contracts are initiated by the CDSS Business Services Bureau.

Examples include: Electrical/cabling services and assembling modular furniture in State offices.

6. Information Technology (IT) Services

Services performed directly on or pertaining to electronic technology and telecommunications hardware, firmware, and software including but not limited to computerized and auxiliary automated information handling, system design and analysis, data conversion, computer programming, information storage and retrieval, voice, video, data communications, requisite system controls, simulation, electronic commerce, maintenance and repair, software licensing and support, training, and all related interactions between people and machines. Also included are services of an advisory nature requiring a recommended course of action or personal expertise as it pertains to an information technology project and information technology support functions.



CDSS has competitive purchasing authority to conduct bids for IT Services up to \$4,999.99. We also have purchasing authority to utilize the California Multiple Award Schedules (CMAs) and Master Agreements/Master Service Agreements.

For example, LiveScan services is the electronic capturing of fingerprint images and the electronic transmission of this data by a contractor to the Department of Justice for criminal background checks. The LiveScan Project resulted from a bid conducted by DGS.

TYPES OF CONTRACTUAL AGREEMENTS

7. California Multiple Award Schedule (CMAS) Contracts



The CMAS Program was established in May 1994 to enable State Agencies and local governments to obtain IT (and a limited number of non-IT services) without the need for DGS to issue a specific bid. The objective of the CMAS Program is to streamline purchases of goods and services by removing repetitive, resource intensive, costly and time consuming bid processes. CMAS vendors are approved by DGS, along with a description of the specific services and the maximum rates allowable for the services. Vendors interested in working with the State must apply directly to DGS. In order to obtain services from an authorized CMAS vendor, CDSS issues a request for offer (RFO), which results in a CMAS contract.

Examples of CMAS services: Computer support or programming services, i.e., visual basic, natural programming, and SAS (all three are programming formats); quality assurance (QA), reviews, and independent verification and validation (IV&V) services.

8. Memorandum of Understanding (MOU)

The DGS State Contracting Manual defines a memorandum of understanding as "a contract". For CDSS, the MOU usually does not contain dollars or fiscal provisions. The primary purpose of the MOU is to delineate the roles and responsibilities of the parties. Reimbursement for services are from other established sources such as the county administrative claim.

For example, a County Welfare Department agrees to provide Wraparound services in accordance with Senate Bill (SB)163, Chapter 795, Statutes of 1997. This legislation established a statewide pilot to provide alternatives to group home care services through expanded family-based services or "wraparound services" for eligible children in foster care and their families. Wraparound services emphasize the strengths of the child and family and include the delivery of coordinated, highly individualized, unconditional services to address needs and achieve positive outcomes. Reimbursement for these services is from the County's existing nonfederal foster care maintenance payment through the county administrative claim.



Section Two



A REQUEST FOR CONTRACT SERVICES (GEN 704)

How to fill out a GEN 704 accurately and obtain approvals/signoffs

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

REQUEST FOR CONTRACT SERVICES

PROGRAM CONTACT (NAME)	TELEPHONE NUMBER	FAX NUMBER
BUREAU/UNIT	DIVISION	MAIL STATION

TYPE OF REQUEST:

Procurement/Bid

- Solicitation For Offer
 Master Services Agreement
 Invitation For Bid
 Request For Proposal

Contracts: Check if contract is a result of bid/solicitation. Specify Bid/Solicitation Number:

- Interagency Agreement
 Standard Agreement
 California Multiple Award Schedule (CMAS)
 Memorandum Of Understanding (MOU)
 Direct Pay
 Other: _____

NAME OF PROPOSED CONTRACTOR	CERTIFIED SMALL BUSINESS	CERTIFIED DVBE
ADDRESS	CITY	STATE ZIP
CONTACT PERSON	TELEPHONE NUMBER	FAX NUMBER

IS THIS AN AMENDMENT OR RENEWAL TO AN EXISTING SERVICE OR CONTRACT? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, ENTER THE CONTRACT NUMBER:			CONTRACTOR NAME:
CONTRACT TERM (IF AMENDMENT, ENTER ORIGINAL START DATE AND REVISED END DATE)		AMENDMENT EFFECTIVE DATE	CURRENT CONTRACT AMOUNT
START DATE	END DATE	AMOUNT OF INCREASE/DECREASE	REVISED CONTRACT TOTAL
		\$	\$

PURPOSE/NECESSITY OF CONTRACT/AMENDMENT (CONCISE DESCRIPTION)			DOLLARS BY STATE FISCAL YEAR FOR THIS CONTRACT OR AMENDMENT (AMOUNT OF INCREASE OR DECREASE)	
ATTACH SCOPE OF WORK AND BUDGET DETAIL. IS THIS A MANDATED SERVICE? <input type="checkbox"/> YES <input type="checkbox"/> NO AUTHORITY/LEGISLATIVE ACT: SUBMIT JUSTIFICATION (PAGE 2) WITH ALL CONTRACT REQUESTS.			S.F.Y. ____ / ____	AMOUNT _____
INDEX CODE			S.F.Y. ____ / ____	AMOUNT _____
PCA CODE(S)			S.F.Y. ____ / ____	AMOUNT _____
OBJECT CODE(S)			S.F.Y. ____ / ____	AMOUNT _____
			TOTAL _____	
<input type="checkbox"/> State Funds _____%	<input type="checkbox"/> Support	<input type="checkbox"/> Payable	Funding Source (Budget/Redirect, etc.)	
<input type="checkbox"/> Federal Funds _____%	<input type="checkbox"/> Local Assistance	<input type="checkbox"/> Receivable		
		<input type="checkbox"/> N/A		

REQUIRED APPROVALS AND SIGNATURES

BRANCH CHIEF	BRANCH	<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED	DATE
DEPUTY DIRECTOR	DIVISION	<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED	DATE
BUDGET BUREAU CHIEF		<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED	DATE
DEPUTY DIRECTOR, ADMINISTRATION		<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED	DATE
CHIEF DEPUTY DIRECTOR		<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED	DATE

CHECK IF EXPEDITE REQUEST - Deputy Director and Chief Deputy Director must initial: _____ Deputy Director _____ Chief Deputy Director

Submit completed form to Contracts Bureau, MS 7-747 (Room 700), when above approvals and signatures are secured.

ISD RELATIONSHIP MANAGER SIGNATURE (REQUIRED FOR IT SERVICES)	<input type="checkbox"/> APPROVED <input type="checkbox"/> CERTIFICATION OF COMPLIANCE ATTACHED	DATE
	<input type="checkbox"/> DISAPPROVED	
BUDGET BUREAU REVIEW:	<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED	
	<input type="checkbox"/> RECOMMEND ADDITIONS/REVISIONS <input type="checkbox"/> NO IMPACT TO MY AREA OF RESPONSIBILITY	
BUDGET ANALYST SIGNATURE	DATE	BUDGET MANAGER SIGNATURE DATE

CTIS ASSIGNMENT NUMBER	CONTRACT ANALYST
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GEN 704 (10/02)

PAGE 1 OF 3

The GEN 704 consists of three pages. On page 1, always include the name of the Program contact person, telephone number, fax number, Bureau/Unit, Division, and mail station.

A REQUEST FOR CONTRACT SERVICES (GEN 704)

Indicate the type of request: Is the request for a Procurement/Bid such as a Solicitation for Offer (SFO), Master Service Agreement (MSA), Invitation for Bid (IFB), Request for Proposal (RFP)? Is the request for a contract such as an interagency agreement (IA), standard agreement (SA), CA Multiple Award Schedule (CMAS), memorandum of understanding (MOU), direct pay, or other?

TYPE OF REQUEST:		
Procurement/Bid		
<input type="checkbox"/> Solicitation For Offer	Contracts: <input type="checkbox"/> Check if contract is a result of bid/solicitation. Specify Bid/Solicitation Number:	
<input type="checkbox"/> Master Services Agreement	<input type="checkbox"/> Interagency Agreement	<input type="checkbox"/> Memorandum Of Understanding (MOU)
<input type="checkbox"/> Invitation For Bid	<input type="checkbox"/> Standard Agreement	<input type="checkbox"/> Direct Pay
<input type="checkbox"/> Request For Proposal	<input type="checkbox"/> California Multiple Award Schedule (CMAS)	<input type="checkbox"/> Other: _____

If the request for the contract is to confirm the result of a bid or solicitation, please check the box after "Contracts" and specify the bid/solicitation number.

TYPE OF REQUEST:		
Procurement/Bid		
<input type="checkbox"/> Solicitation For Offer	Contracts: <input type="checkbox"/> Check if contract is a result of bid/solicitation. Specify Bid/Solicitation Number:	
<input type="checkbox"/> Master Services Agreement	<input type="checkbox"/> Interagency Agreement	<input type="checkbox"/> Memorandum Of Understanding (MOU)
<input type="checkbox"/> Invitation For Bid	<input type="checkbox"/> Standard Agreement	<input type="checkbox"/> Direct Pay
<input type="checkbox"/> Request For Proposal	<input type="checkbox"/> California Multiple Award Schedule (CMAS)	<input type="checkbox"/> Other: _____

Fill out the name of the proposed contractor in the contractor information box. Always use the legal name of the contractor. If you know whether or not the contractor is a certified small business or disabled veteran business enterprise, please indicate by checking the yes or no box.

NAME OF PROPOSED CONTRACTOR		CERTIFIED SMALL BUSINESS	CERTIFIED DVBE
ADDRESS		CITY	STATE ZIP
CONTACT PERSON		TELEPHONE NUMBER	FAX NUMBER

"Is this an amendment or renewal to an existing service or contract?"

If yes, enter the previous contract number and contractor name. If this is an amendment, we need the contract number to ensure that we pull the right contract file to verify the contract term and amount prior to writing the amendment.

IS THIS AN AMENDMENT OR RENEWAL TO AN EXISTING SERVICE OR CONTRACT?		
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF YES, ENTER THE CONTRACT NUMBER:		CONTRACTOR NAME:
CONTRACT TERM		AMENDMENT EFFECTIVE DATE
(IF AMENDMENT, ENTER ORIGINAL START DATE AND REVISED END DATE)		CURRENT CONTRACT AMOUNT
START DATE	END DATE	\$
AMOUNT OF INCREASE/DECREASE		REVISED CONTRACT TOTAL
\$		\$

If this is a renewal to an existing service or contract, we need the prior contract number to pull the former contract file to help draft the scope of work (SOW). For example, janitorial services for the Chico office was performed by ABC Janitorial Services Company but the new contractor will be XYZ.

IS THIS AN AMENDMENT OR RENEWAL TO AN EXISTING SERVICE OR CONTRACT?		
<input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, ENTER THE CONTRACT NUMBER:		CONTRACTOR NAME: ABC Janitorial Services
CONTRACT TERM		AMENDMENT EFFECTIVE DATE
(IF AMENDMENT, ENTER ORIGINAL START DATE AND REVISED END DATE)		CURRENT CONTRACT AMOUNT
START DATE	END DATE	\$
AMOUNT OF INCREASE/DECREASE		REVISED CONTRACT TOTAL
\$		\$

PURPOSE/NECESSITY OF CONTRACT/AMENDMENT (CONCISE DESCRIPTION)	DOLLARS BY STATE FISCAL YEAR FOR THIS CONTRACT OR AMENDMENT (AMOUNT OF INCREASE OR DECREASE)
XYZ Janitorial Services	S.F.Y. _____ / _____ AMOUNT _____
ATTACH SCOPE OF WORK AND BUDGET DETAIL.	

A REQUEST FOR CONTRACT SERVICES (GEN 704)

“Contract Term”: Enter the proposed start date and ending date of the service period. We will contact you immediately and let you know if the proposed term is not realistic or attainable. For example, if the bidding process requires two months and there is only two weeks between the receipt of GEN 704 and the proposed start date, we will contact you.

IS THIS AN AMENDMENT OR RENEWAL TO AN EXISTING SERVICE OR CONTRACT? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, ENTER THE CONTRACT NUMBER:		CONTRACTOR NAME:	
CONTRACT TERM (IF AMENDMENT, ENTER ORIGINAL START DATE AND REVISED END DATE)		AMENDMENT EFFECTIVE DATE	CURRENT CONTRACT AMOUNT
START DATE	END DATE	AMOUNT OF INCREASE/DECREASE	REVISED CONTRACT TOTAL
ORIGINAL	PROPOSED	\$	\$

If the request is to amend the term, enter the original start date and the revised or proposed end date, not the original end date. We get requests for amendments to revise the funding or scope of work and the term is not effected, in which case you would enter the original end date.

Amendment effective date: Enter the date for which the change (in scope, increase or decrease in the amount of funding, hourly rate, etc.) is to take place. Provide us with your best estimate. The only rule here is that if you are extending the term, the effective date must be prior to the expiration of the original term, i.e., you want to extend the contract for 12 months, from June 30, 2003 through June 30, 2004. The effective date of amendment can be no later than June 30, 2003. If you have multiple actions like amending the term and increasing the funds, the effective date would be the earliest date in which an action takes place. If the contract ran out of money in March, the amendment date would be March and not June to extend the term.

IS THIS AN AMENDMENT OR RENEWAL TO AN EXISTING SERVICE OR CONTRACT? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, ENTER THE CONTRACT NUMBER:		CONTRACTOR NAME:	
CONTRACT TERM (IF AMENDMENT, ENTER ORIGINAL START DATE AND REVISED END DATE)		AMENDMENT EFFECTIVE DATE	CURRENT CONTRACT AMOUNT
START DATE	END DATE	AMOUNT OF INCREASE/DECREASE	REVISED CONTRACT TOTAL
		\$	\$

Purpose/necessity of contract/amendment (concise description): Provide a brief and concise description of the contract service, e.g., provide child development training and quality improvement services to licensed family child care homes. Attach the scope of work and budget detail (more information on SOW and budget after we get through the instructions on how to complete the GEN 704). Check the box on whether the service is mandated or not and provide the authority/legislative act. (More information on justification of services in Page 2). Enter the Index Code, PCA, object code (if known).

PURPOSE/NECESSITY OF CONTRACT/AMENDMENT (CONCISE DESCRIPTION) Provide Child Development Training and Quality improvement services to Licensed family child care homes			DOLLARS BY STATE FISCAL YEAR FOR THIS CONTRACT OR AMENDMENT (AMOUNT OF INCREASE OR DECREASE)	
ATTACH SCOPE OF WORK AND BUDGET DETAIL.			S.F.Y. ____ / ____	AMOUNT _____
IS THIS A MANDATED SERVICE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			S.F.Y. ____ / ____	AMOUNT _____
AUTHORITY/LEGISLATIVE ACT:			S.F.Y. ____ / ____	AMOUNT _____
SUBMIT JUSTIFICATION (PAGE 2) WITH ALL CONTRACT REQUESTS.			S.F.Y. ____ / ____	AMOUNT _____
INDEX CODE	PCA CODE(S)	OBJECT CODE(S)	TOTAL _____	
<input type="checkbox"/> State Funds _____%	<input type="checkbox"/> Support	<input type="checkbox"/> Payable	Funding Source (Budget/Redirect, etc.)	
<input type="checkbox"/> Federal Funds _____%	<input type="checkbox"/> Local Assistance	<input type="checkbox"/> Receivable		
		<input type="checkbox"/> N/A		

Funding, etc: Identify whether the funds are State, Federal, or both, and the percentage of each. Check Support or Local Assistance; whether the agreement is a payable or receivable contract or N/A (if an MOU); give us the amount of funds available by each state fiscal year and identify the funding source (budget/redirect, etc.)

A REQUEST FOR CONTRACT SERVICES (GEN 704)

Required Approvals and Signatures: The following signatures are currently required: Branch Chief, Program Deputy Director and Budget Bureau Chief. Signatures from the Deputy Director of Administration Division and Chief Deputy Director are no longer required.

REQUIRED APPROVALS AND SIGNATURES

BRANCH CHIEF	BRANCH	<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED	DATE
DEPUTY DIRECTOR	DIVISION	<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED	DATE
BUDGET BUREAU CHIEF		<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED	DATE
DEPUTY DIRECTOR, ADMINISTRATION N/A		<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED	DATE
CHIEF DEPUTY DIRECTOR N/A		<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED	DATE

Exceptions to the above approval/signature process: The following requests require only Branch Chief approval:

REQUIRED APPROVALS AND SIGNATURES

BRANCH CHIEF	BRANCH	<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED	DATE
DEPUTY DIRECTOR	DIVISION	<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED	DATE
BUDGET BUREAU CHIEF		<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED	DATE
DEPUTY DIRECTOR, ADMINISTRATION		<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED	DATE
CHIEF DEPUTY DIRECTOR		<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED	DATE

- ◆ A request for an MOU with no funds.
- ◆ A request to confirm the result of a bid or solicitation.
- ◆ If the request is on the current Annual Contracts Plan and the contract amount is not more than \$20,000 per State Fiscal Year (SFY). For example, a three-year contract for \$15,000 in each SFY (total amount is \$45,000), does not need Budget approval. However if you want to add \$10,000 to an existing contract and the original amount in a specific SFY is over \$20,000, the \$10,000 amendment request must be approved by Budget Bureau.

REQUIRED APPROVALS AND SIGNATURES

BRANCH CHIEF	BRANCH	<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED	DATE
DEPUTY DIRECTOR	DIVISION	<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED	DATE
BUDGET BUREAU CHIEF		<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED	DATE
DEPUTY DIRECTOR, ADMINISTRATION		<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED	DATE
CHIEF DEPUTY DIRECTOR		<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED	DATE

A REQUEST FOR CONTRACT SERVICES (GEN 704)

Page 2: Required Justification For Contract Services

PURPOSE/NECESSITY OF CONTRACT/AMENDMENT (CONCISE DESCRIPTION) #1, 2, 3, 4, 5.			DOLLARS BY STATE FISCAL YEAR FOR THIS CONTRACT OR AMENDMENT (AMOUNT OF INCREASE OR DECREASE)	
ATTACH SCOPE OF WORK AND BUDGET DETAIL.			S.F.Y. ____ / ____	AMOUNT _____
IS THIS A MANDATED SERVICE? <input type="checkbox"/> YES <input type="checkbox"/> NO			S.F.Y. ____ / ____	AMOUNT _____
AUTHORITY/LEGISLATIVE ACT: AB 753, Chapter 1268, Statutes of 1994			S.F.Y. ____ / ____	AMOUNT _____
SUBMIT JUSTIFICATION (PAGE 2) WITH ALL CONTRACT REQUESTS.			S.F.Y. ____ / ____	AMOUNT _____
INDEX CODE	PCA CODE(S)	OBJECT CODE(S)	TOTAL _____	
<input type="checkbox"/> State Funds _____%	<input type="checkbox"/> Support	<input type="checkbox"/> Payable	Funding Source (Budget/Redirect, etc.)	
<input type="checkbox"/> Federal Funds _____%	<input type="checkbox"/> Local Assistance	<input type="checkbox"/> Receivable <input type="checkbox"/> N/A		

Check box on whether the service is mandated or not and provide the authority or legislation. Example of legislatively mandated services: AB 753, Chapter 1268, Statutes of 1994, specifically stated that the Department shall enter into a contract with the California Child Care Resource and Referral Network (CCCRN), a nonprofit agency, (Agreement L31072) to assist CDSS and the Department of Justice in the fingerprinting and background checks of child care providers in the Trustline registration system.

- #1**, Briefly describe the services to be provided.
- #2**, Describe why the services are critical or essential to the Department’s mission and goals; Describe expected results or benefits to be achieved.
- #3**, Describe the consequences if this request for contract is denied.
- #4**, Describe possible alternatives to contracting.
- #5**, Describe why services cannot be performed by civil service employees, per Government Code 19130.

The State Constitution generally requires contracting to be limited to those services that cannot be performed by civil service employees except provided for in GC 19130 (a) and (b).

GC 19130(a) allows contracting out of services if the Department can clearly demonstrate that the proposed contract will result in actual overall cost savings to the State.

GC 19130(b) permits contracting out when any one of the 10 conditions listed is met. Please refer to the following page for additional information on Government Code 19130.

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Government Code 19130 Standards for use of Personal Service Contracts

A "Personal Service contract" is defined as any contract, requisition, Purchase Order, etc. (except Public Works contracts), under which labor or personal services is a significant, separately identifiable element. The business or person performing these contractual services must be an Independent Contractor and does not have status as an employee of the State. A "cost savings-based Personal Service Contract" is any Personal Service Contract proposed to achieve cost savings and subject to the provisions of Government Code, Section 19130(a).

Before deciding to contract for personal services, as a requestor or initiator of a contract, you must meet one of the following criteria and provide justification to support the selection:

- ◆ 19130(a) Personal services contracting is permissible to achieve cost savings when specific conditions are met. This would require an 11-Point Analysis as required by law for State Personnel Board approval and union review. (This may add an additional 30 - 60 days to the contract process.);
OR

19130(b): Personal services contracting also shall be permissible when any of the following conditions can be met:
(Please check the condition that applies)

<input type="checkbox"/>	1. The functions contracted are exempted from civil service by Section 4 of Article VII of the California Constitution, which describes exempt appointments.
<input type="checkbox"/>	2. The contract is for a new state function and the Legislature has specifically mandated or authorized the performance of the work by Independent Contractors.
<input type="checkbox"/>	3. The services contracted are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system.
<input type="checkbox"/>	4. The services are incidental to a contract for the purchase or leases of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
<input type="checkbox"/>	5. The legislative, administrative, or legal goals and purposes cannot be accomplished through the utilization of persons selected pursuant to the regular civil service system. Contracts are permissible under this criterion to protect against a conflict of interests or to insure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.
<input type="checkbox"/>	6. The nature of the work is such that the Government Code standards for emergency appointments apply. These contracts shall conform with Article 8 (commencing with Section 19888) of Chapter 2.5 or Part 2.6.
<input type="checkbox"/>	7. State agencies need private counsel because a conflict of interest on the part of the Attorney General's office prevents it from representing the agency without compromising its position. These contracts shall require the written consent of the Attorney General, pursuant to Section 11040.
<input type="checkbox"/>	8. The Contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the state in the location where the services are to be performed.
<input type="checkbox"/>	9. The Contractor will conduct training courses for which appropriately qualified civil service instructors are not available, provided that permanent instructor positions in academies or similar settings shall be filled through civil service appointment.
<input type="checkbox"/>	10. The services are of such of an urgent, temporary, or occasional nature that the delay incumbent in their implementation under civil services would frustrate their very purpose.

Justification Detail Required (Please explain why the above checked condition applies)

What to Include in a Scope of Work (SOW)

According to the standard contracting format established by DGS, the SOW is specified as Exhibit A in the majority of state contracts. The SOW is a description of the services and work to be performed. It can be as brief as a paragraph or two, or as lengthy as a book, depending on the type of services and the level of understanding and agreement.

At a minimum and if applicable, the SOW should address the following:

- ◆ Work specifications, requirements
- ◆ Detailed work plan
- ◆ Personnel, staffing
- ◆ Objectives, major task
- ◆ Results, deliverables
- ◆ Timelines, progress reports
- ◆ Evaluation and acceptance criteria

The Scope of Work should contain a clear, precise description of the work to be performed, services to be provided, problem to be solved, or the goals and objectives to be met as follows:

- ◆ Describe in realistic terms what the Contractor is to accomplish, including any desired approach to the problem and the specific functions, tasks, or activities that must be performed.
- ◆ Identify any practical and policy information, technological requirements or specifications, and legal limitations if any.
- ◆ Identify the specific questions to be answered or issues to be addressed.
- ◆ Define the manner in which the work is to be done.
- ◆ Describe the items to be delivered.
- ◆ Specify time schedules, including dates for commencement of performance and submission of progress reports, if any, and date of completion.
- ◆ Specify final meeting requirements between Contractor and CDSS when the contractor is to present his/her findings, conclusions, and recommendations (if applicable)
- ◆ Specify the format and number of copies to be made of the completed reports or product.
- ◆ Describe method of delivery and evaluation criteria for acceptance of service or product.

What to Include in a Budget

The budget format will differ according to the type of contract. The standard budget formats are:

- ◆ Lump sum payment upon completion, delivery, and acceptance of service.
- ◆ Deliverable-based, i.e., Upon completion of each training session at the contracted rate of \$5,000 per session.
- ◆ Monthly reimbursement of services, i.e., \$600 per month for janitorial services or \$50 per month for security alarm maintenance.
- ◆ Identification of the consultant(s), classification level and hourly rate of pay, up to the maximum amount of the contract or maximum number of hours within the contract period.
- ◆ Detailed line item budget showing personnel detail (names, job titles, monthly rate, percentage of time charged to the contract and employee benefits); operating and equipment expenses (rent, telephone, supplies, etc.) and indirect cost. Detailed line item budgets must include a narrative describing each line item.

Sample

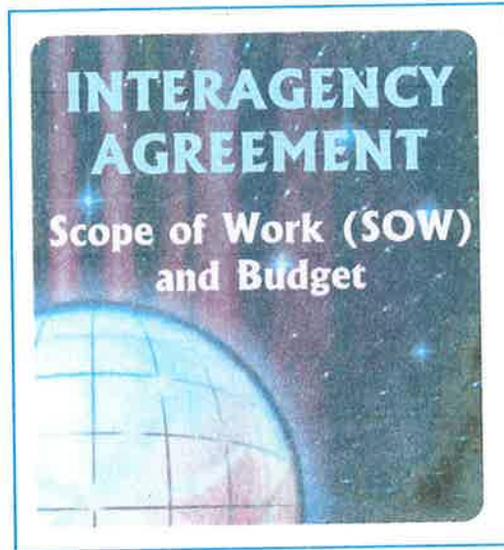


EXHIBIT A
(Interagency Agreement)

SCOPE OF WORK

A. State Controller's Office agrees to provide the following services:

1. Personal computer forensic services to the California Department of Social Services (CDSS).
2. Respond within twenty-four hours to CDSS request for personal computer forensic services. It is noted that if the Special Investigations' Chief Investigator is not available, response time may be extended up to forty-eight hours.
3. SCO technical expertise and assistance in the preparation of search warrants.
4. The physical seizure of computers as requested for evidence.
5. Defeating passwords on specific computers.
6. Examination of files contained on identified computers.
7. Analyze and/or copy pertinent data contained on identified computers.
8. Chief Investigator will submit report of findings, via verbal and written communication, for each requested service.
9. Provide expert witness testimony at trial, as requested, in support of evidence and/or information collected via the forensic services process.
10. Provide orientation and training to CDSS staff on areas of forensic review that will further ensure that appropriate steps and actions are taken in such cases requiring computer forensic services.

B. CDSS agrees to provide the following services:

1. Contact SCO's designated contact person (Special Investigations' Chief Investigator) via telephone, with follow up written communication, for request for forensic services as identified.
2. Direct communication to SCO of specific tasks to be performed on seized and/or identified computers.
3. Materials required in support of the forensic review. Reimbursement for materials may be done so via this Agreement or by direct payment, whichever is appropriate and expedient.

C. Confidentiality Policies

Contractor agrees to comply with CDSS Confidentiality and Security Requirements. No disclosures will occur to a third party without prior notification and approval by CDSS. It is understood the contractor maintains confidentiality and privacy of records as required by law enforcement.

D. The project representatives during the term of this agreement will be:

CDSS
Sherland Jordan, Chief
Information Security and Management
(916)

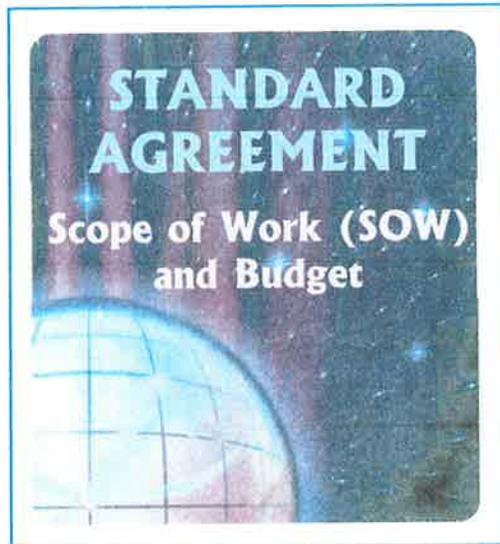
State Controller's Office
Dale M. Lee, Chief Investigator
Special Investigations
(916)

CDSS/SCO

Payment provisions:

<u>Cost</u>	<u>Description of Service</u>
a. \$62.10 per hour	Services in accordance with Exhibit A – Scope of Work
b. \$42.70 per hour	Administrative duties, including preparing invoices with details

Sample



CONSULTING SERVICES

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

- A. Contractor agrees to provide the following services for the Oakland Adoptions District Office on a regional, intermittent, on-call basis:
1. Provide a minimum of two hours of psychological/psychiatric consultation each month related to children and families referred for adoption services to Adoptions district office staff.
 2. Promote quality case planning by reviewing case dynamics, recommending courses of action, and assisting staff to identify biases or emotions that may interfere with services.
 3. Promote professional staff development by providing psychological education, training and case specific sessions and assisting staff in identifying training needs.
 4. Provide training sessions on adoption related issues.
 5. Travel, if necessary, within the primary service areas of the counties for which the evaluator is contracted.
 6. Provide back-up services and travel to other service areas in other district offices, when required.
 7. Provide all services as specified herein on an emergency basis, when required.

- B. Services will be provided to the following Adoptions District Office and its respective service area:

Oakland District Office
1515 Clay Street, #308
Oakland, CA 94612

Contra Costa County
Marin County
Monterey County
San Francisco County
San Joaquin County

San Mateo County
Santa Clara County
Santa Cruz County
Solano County
Stanislaus County

- C. The project representatives during the term of this agreement will be:

California Department of Social Services

Laurie Mosher
(916)

Contractor

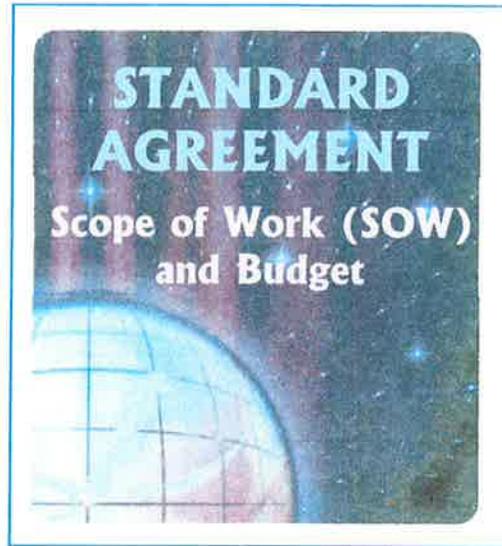
Caroline Purves
(510)

Contractor rates:

- a) Hourly Rate: \$130.00
- b) Hourly Travel Rate: \$25.00

Reimbursement for travel expenses will not be provided in this Agreement.

Sample



Subvention Services Contract

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

- A. Contractor agrees to provide to the California Department of Social Services (CDSS) the Special Start Training Program as described in Exhibit A – Attachment 1, "Statement of Work".
- B. The project representatives during the term of this agreement will be:

California Department of Social Services

Kathryn Solorzano
(916)

Mills College

Mary Beth Benvenuti
(510)

STATEMENT OF WORK SPECIAL START TRAINING PROGRAM

The Special Start Training Program was developed to provide a training program for community professionals in California about the developmental and behavioral needs specific to high-risk newborns who are graduates of the newborn intensive care nursery. In addition the Project trains multidisciplinary professionals throughout California to increase their skills in education and support for parents and caregivers of newborn intensive care nursery graduates, in order to facilitate enhanced parent infant interactions and promote infant development and recovery.

Content of the Educational Program

The Special Start Training Program utilizes the Family Infant Relationship Support Training (FIRST). This training program is designed to be used with high risks newborns graduating from the intensive care nursery and spans development through 8 months corrected age in the home and community situation. The components of instruction profile include:

1. THE INTRODUCTORY WORKSHOP

This workshop is a one-day, eight-hour, lecture format with extensive use of video vignettes to demonstrate the unique behaviors and behavioral patterns to be learned. Content includes:

- Early brain development; brain growth, synaptogenesis, impact of environment on brain
- Behavioral differences; full term verses preterm newborns/infant neurobehavioral development
- The impact of illness on infant development and behavior
- Issues for parents and families of hospitalized newborns/facilitation of attachment
- Planning for transition to the community
- Approach to interventions and applied issues with care-giving interventions in feeding, state regulation, motor maturity, autonomic stability, interactions

2. THE PRACTICUM

An all day workshop with extensive use of video vignettes and training materials which provide:

- Practiced and development of observational assessment skills
- Recognition of supportive strategies in clinical practice
- Interpretation of behavior and creation of developmental care-plans

3. INDIVIDUAL PRACTICE /MENTORING SESSIONS

After the Practicum, participants are expected to complete 12 practice observations and practice designing intervention strategies and care-plans. Mid-way through this practice, the Mentoring Session takes place with the trainer to clarify issues and reinforce concepts.

4. THE SKILLS CHECK

After approximately four-six months and 12 practice observations, the trainee may spend a day with a trainer in a Skills Check Session. Assessment and certification of the trainee's ability to use the FIRST independently and accurately is the goal of this level.

5. CONTINUING EDUCATION DAYS

Several additional topics have been offered by the staff of the Special Start Training Program upon request. These include but are not limited to the following all day workshops:

- The Development of self Regulation: Birth to Three
- Management of the Disorganized Feeder
- Understanding the Medical Conditions of Neonatal Intensive Care Unit Graduates

6. ADVANCED PRACTICUM

Provides a four-hour workshop for trainees who have reached reliability in the FIRST. This training provides an opportunity for furthering their skills in reading and interpreting high-risk newborn behavior through review and discussion with the trainers covering video taped examples.

7. TRAINING TRAINERS

Professionals with motivation, skills and ability to become trainers will be identified and recruited. Training for prospective trainers will include:

- ◆ Internship with current SST trainers
- ◆ Training and consultation with Dr. Joy Brown

8. CREATE VIDEO TRAINING MATERIALS AND PROJECT WEB SITE

The Video/Media Director will develop and update the digital video training tapes of premature infant behavior used in the training classroom. The use of video materials reduces the time required for trainees to observe those infants in actual hospital settings. The video/media director will also revise and update SSTP brochures, as well as create other hard copy materials used in training. Project staff will participate in development of the website and the booklet, "Getting to Know Your Baby".

EXPECTED OUTCOMES

Studies have shown that by providing a behavior based developmental intervention which seeks to organize the systems, acknowledges the infant's individual sensitivities, and is based on observation of the infant's behavior, developmental outcome can be significantly improved along with medical recovery, and social, and cognitive function.

BUDGET

Special Start Training Program 2003-2004

PERSONNEL

Co-Director/Trainer	K.	, M.A.	(0.5 FTE)	\$40,000.00
Administrative Asst.	B.		(1.0 FTE)	36,000.00
Co-Director/Trainer	L.	Ph.D.	(0.25 FTE)	14,390.00
Principal Investigator	J.	Ph.D.	(0.05 FTE)	5,000.00
Video Editor	Jc		(0.60 FTE)	33,000.00
Parent Trainer	Al	, M.S.W.	(\$25.00/hr.)	9,000.00
Data Manager			(\$50.00/hr.)	<u>5,000.00</u>
Subtotal				\$142,390.00
				28,340.00
Fringe Benefits (26%)				
Fringe Benefits (11% for Perez and Bowyer)				<u>2,133.00</u>
Total Personnel				\$172,863.60

TRAINING

Consultant	\$ 5,500.00
Printing, A/V, web site	5,240.00
Computer software	1,600.00
Staff travel	<u>11,800.00</u>
Total Training	\$24,140.00

OPERATING EXPENSE

Office rent	\$60,144.00
Office Supplies	7,567.00
Photocopy, printing	8,000.00
Postage	4,000.00
Communications	6,000.00
Total Operating Expense	\$85,711.00

SUBTOTAL **\$282,714.00**

Indirect Costs (10% of salaried positions) **\$17,286.00**

CONTRACT TOTAL **\$300,000.00**

BUDGET NARRATIVE Special Start Training Program 2003-2004

PERSONNEL (\$172,862.00)

Project Co-Director ([redacted] , M.A.) (.50 FTE)

The Co-Director provides management of project activities, program coordination and training. As lead trainer, provides technical support to trainers, provides all project training courses, assesses area training needs to determine training sites.

Administrative Assistant ([redacted] , B.A.) (1.0 FTE)

Organizes all training sessions, including registration, conformation and site arrangements. Supports trainers and activities of trainers.

Co-Director/Trainer ([redacted] Ph.D.) (.25 FTE)

The Co-Director provides management of project activities, program coordination and training. Provides all training for Introductory Lectures, Practicums, and Mentoring Sessions. Conducts Continuing Education Training days. Evaluates trainees' progression of skill acquisition. Writes evaluations of project and develops outcome measurement tools.

Video/Media Director ([redacted] , B.A.) (.60 FTE)

Produces and creates training videos and other training materials, such as slides, brochures, etc. Manages and updates resource website.

Principal Investigator ([redacted] Ph.D.) (.05 FTE)

Provides research and technical assistance on most current methodology to trainers.

Parent Trainer ([redacted] , M.S.W.)

Assists in developing training curriculum and facilitates in training sessions by providing family perspective. Counsels staff in family issues.

Data Manager

Provide evaluation and development of the assessment and methods used to determine methods of data collection for SSP evaluations, determine with co-directors the methods for interpretation and analysis of data collected and measure effectiveness of SSP.

Fringe Benefits

Standard college staff benefits, including, but not limited to, medical insurance, FICA, Workers' Compensation, Unemployment Insurance. Merit increases are provided where appropriate.

(College policies and guidelines and affirmative action criteria will be followed in recruitment of all academic and staff positions.)

TRAINING COSTS (\$24,140.00)

Consultant ([redacted] Ph.D.) (\$5,500.00: \$1,500.00 per ten-hour day; \$150.00 per hour.)

Evaluate training program and its effectiveness, including evaluation of trainees. Provide training to staff to measure methodology for outcome evaluation, data collection, and most current and effective training elements. Fees include transportation and travel expenses.

Printing, AV (\$5,240.00)

Print training manuals, reference books, slides, replacement of LCD projector items.

Computer software (\$1,600)

Miscellaneous software to replace and/or upgrade programs used in development of training products.

Staff Travel (\$11,800)

Travel to scheduled training days in Sacramento, Los Angeles, San Diego, Santa Barbara, Santa Cruz, Monterey, Redding, and the Bay Area. Costs include those for airfare, mileage, meals, parking, hotel, and transportation. Mileage for local travel to area hospitals and sites specifically related to SSTP training project. Lead trainer will attend annual training to remain certified lead for Special Start Training for the Newborn Individualized Developmental Care and Assessment Program.

OPERATING EXPENSES (\$85,711.00)

Office Rent (\$60,144.00)

\$5,012 per month.

Office Supplies (\$7,567.00)

Consumable office supplies, miscellaneous office equipment service and/or repairs.

Photocopying, Printing (\$8,000.00)

Brochure, booklet and correspondence printing and photocopying.

Postage (\$4,000.00)

Correspondence and publicity (to trainers, trainees, agencies.)

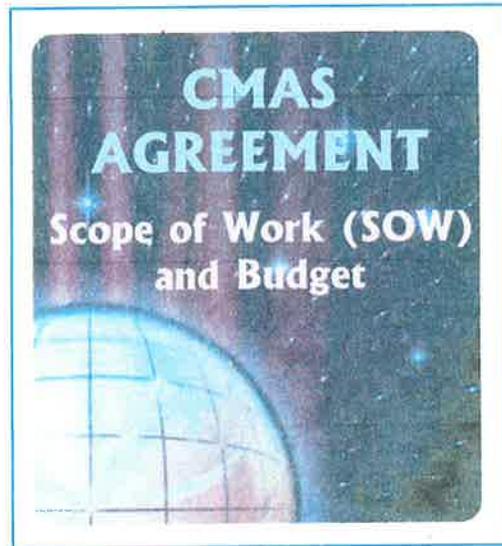
Communications (\$6,000.00)

Telephone and fax service, internet access subscription.

INDIRECT COSTS (\$17,286.00)

Calculated at 10% of salaried positions.

Sample



CONTRACTOR RESPONSIBILITIES**1. Technical Support Services**

- a. Maintain and provide user support for the Cal-Learn MIS. Work with the Technical Work Group and system users group to update and implement system utilization requirements.
- b. Work with CDSS Cal-Learn staff to plan on-going system requirements, analysis, modifications and troubleshooting for approximately 72 Cal-Learn sites.
- c. Provide technical telephone support to approximately 72 Cal-Learn sites throughout the state on an as-needed basis.
- d. Provide data system coordination for the Cal-Learn, AFLP and Cal-SAFE programs. Areas of coordination will include, but not be limited to, data instruments, data collection schedules, analysis, system design and data sharing and any other areas that are deemed necessary to coordinate the three programs.

2. Programming Services

- a. Responsible for programming (using FPW 2.6) appropriate updates to the system in support of the Cal-Learn case management activities.
- b. Program updates to the Cal-Learn statewide data monitoring system reflecting all changes in data structures of the Cal-Learn MIS and any ongoing changes to the statewide reporting requirements.
- c. Provide the participating agencies with software tools necessary to update their MIS via the Internet.

3. Data and Records Management

- a. Update and distribute data collection instruments as deemed necessary by CDSS and systems user groups.
- b. Encrypt and collect Cal-Learn client information from participating agencies via the Internet on a monthly basis. All client information is confidential.
- c. Produce a quarterly descriptive statistics outcomes measures report, providing statewide, as well as local agency summations.
- d. Produce a full range of CDSS directed analysis reports, providing ongoing analytical support to the local Cal-Learn agencies.
- e. Produce ad hoc reports using Fox Fire Ad Hoc Report Writer, at the request of agencies.

4. System Documentation

- a. Update and distribute user system documentation, as changes are required to the software.

- b. Maintain a full set of database code books and descriptors.
- 5. Web Site Maintenance
 - a. Develop and maintain a web-based system for dissemination of software updates, reports and information.
 - b. Maintain a secure web server for the purpose of collecting and distributing client data.
- 6. Statewide Data Collection and Monitoring
 - a. Operate and maintain the Cal-Learn statewide data monitoring system which gathers data from both monthly disks mailed by the participating agencies as well as encrypted, Internet transmitted files.
- 7. Training
 - a. Provide up to five on-site systems/software training, as needed for new staff at the agencies.
 - b. Provide up to three group regional training sessions, which will be conducted as directed by CDSS and user's groups.

CDSS CONTRACT MONITOR

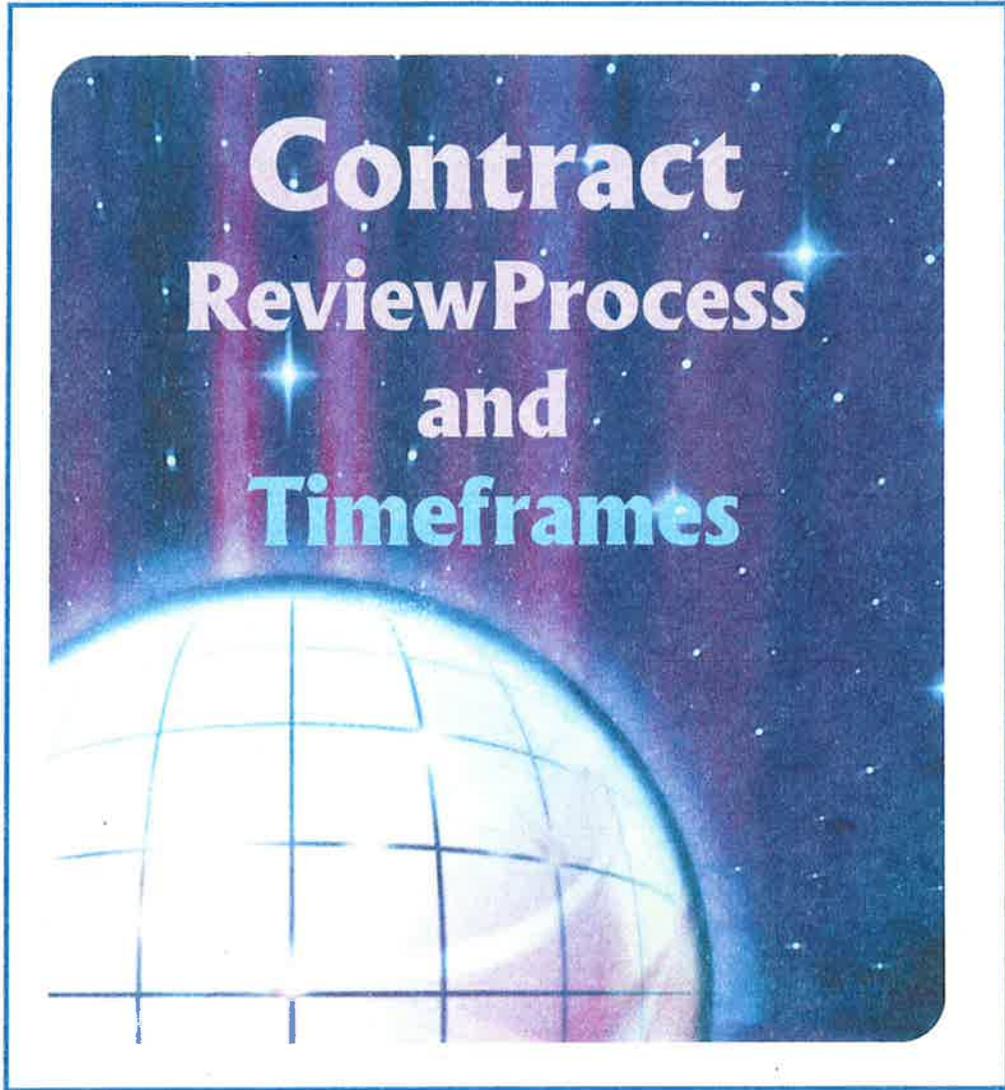
CDSS Contract Monitor:

Sandy Maier
 Teen Programs Unit
 California Department of Social Services
 744 P Street, MS 6-43
 Sacramento, CA 95814

BUDGET

Name	Classification	Hourly Rate	# of hours	Total
Mark	Project Manager 1	\$104	760	\$ 79,040
John	Project Manager 2	94	780	73,320
Carey	Programmer 1	46	1440	66,240
Susan	Tech Writer 1	27	380	10,260
Miel	Trainer 1 (Tech Support)	44	1520	66,880
Gregg	Engineer 1 (Web Expert)	55	640	35,200
Travel Expenses				3,000
Total Cost for Services				\$333,940

Section Three



CONTRACT REVIEW PROCESS and TIMEFRAMES

Upon receipt of a GEN 704, Request for Contract Services, in the Contracts and Financial Analysis Bureau, the following actions take place:

1. Preliminary Review by Relationship Manager

(5 to 10 working days)



If the contract is for information technology (IT) services, the GEN 704 and any attachments are given to the Relationship Manager in the Information Services Division (ISD) for "Preliminary Review". Each Program has a Relationship Manager assigned by ISD to assist them with IT services. In determining whether to approve or disapprove the requested service, the Relationship Manager will review the contract request for compliance with the State Administrative Manual (SAM), for application development, and any IT-related impact.

Relationship Manager signs and returns the GEN 704 to the Contracts and Financial Analysis Bureau with a Certification of Compliance, if applicable. The Certification will identify whether the procurement or service is the result of a DOF-approved Feasibility Study Report (FSR), an Agency-Approved FSR, a department's approved Workgroup Computing Policy, or a Data Center Interagency Agreement. After the preliminary review of the GEN 704 to initiate service, the Relationship Manager also reviews any proposed solicitation documents and resulting contracts.

Please note: Contracts and Financial Analysis Bureau does not start writing the contract until ISD approval is obtained.

REQUEST FOR CONTRACT SERVICES

PROPOSED CONTRACT NUMBER	TELEPHONE NUMBER	FAX NUMBER
BUYER OFFICE	BUYER	MAIL OFFICER

TYPE OF REQUEST:

Procurement Method

Solicitation For Offer

Master Services Agreement

Indefinite Fee Bid

Request For Proposal

Contracts: Check if contract is a result of bid solicitation. Specify the Solicitation Number.

Interagency Agreement

Standard Agreement

California Multiple Award Schedule (CMAS)

Direct Pay

Other

NAME OF PROPOSED CONTRACTOR	PROPOSED SERVICE	DESCRIPTION
ADDRESS	CITY	STATE
CONTACT PERSON	TELEPHONE NUMBER	FAX NUMBER

IS THIS AN AMENDMENT OR ADDITION TO AN EXISTING SERVICE ON CONTRACT?

YES NO. IF YES, ENTER THE CONTRACT NUMBER.

CONTRACTOR NAME

CONTRACT TERM

IF AMENDMENT, ENTER ORIGINAL START DATE AND REVISION END DATE

START DATE

END DATE

AMOUNT OF ORIGINAL CONTRACT

AMOUNT OF REVISION/CHANGE

REVISED CONTRACT TOTAL

PURPOSE/NECESSITY OF CONTRACT/AMENDMENT (CONCISE DESCRIPTION)

DOLLARS BY STATE FISCAL YEAR FOR THIS CONTRACT OR AMENDMENT (AMOUNT OF INCREASE OR DECREASE)

ATTACH SCOPE OF WORK AND BUDGET DETAIL

IS THIS A MANAGED SERVICE? YES NO

IS THIS A LEGISLATIVE ACT?

SUBJECT CLASSIFICATION (PAGE IS INITIALS CONTRACT REQUIREMENTS)

FUND CODE

STATE FUNDS Support Payroll Non-Payroll

FEDERAL FUNDS Local Assistance Non-Payroll

Funding Source (Budget/Targeted, etc)

REQUIRED APPROVALS AND SIGNATURES

MANAGER	DATE	<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED	DATE
DEPUTY DIRECTOR	DATE	<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED	DATE
BUDGET MANAGER	DATE	<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED	DATE
COMPTROLLER/ADMINISTRATOR	DATE	<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED	DATE
CHIEF DEPUTY DIRECTOR	DATE	<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED	DATE

CHECK IF EXPEDITE REQUEST. Deputy Director and Chief Deputy Director must initial. Deputy Director _____ Chief Deputy Director _____

Submit completed form to Contracts Bureau, MS 7-747 (Room 700), when above approvals and signatures are secured.

IS RELATED CONTRACT SUBJECT TO CONTRACT REVIEW?	<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED	CERTIFICATION OF COMPLIANCE ATTACHED?	DATE
MARKET BUDGET REVIEW	<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED	RECOMMENDS ADDITIONAL REVISIONS	NO IMPACT TO AFF AREA OF RESPONSIBILITY
SUBJECT MATTER TITLE	DATE	SUBJECT MATTER SERVICE	DATE
FOR REQUEST NUMBER	CONTRACT NUMBER		

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2. If the scope of work (SOW) and budget information are provided with the GEN 704, the Contracts Analyst will write the contract

(5 to 10 working days)

If the SOW and budget information are insufficient, the Contracts Analyst will contact Program for additional information.

CONTRACT REVIEW PROCESS and TIMEFRAMES

3. A draft of the contract is sent to the following CDSS organizations for concurrent review. The specific reviews are determined by the type of service and amount of funds.

(5 to 20 working days)

- ◆ Program
- ◆ Budget Bureau (only contracts containing more than \$20,000 per fiscal year).
- ◆ Unit Managers, Contracts and Financial Analysis Bureau
- ◆ Fiscal Systems
- ◆ Fund Accounting and Reporting
 - Accounting Officer signs the "Agreement/Summary" (STD215) and attaches funding information on the form
- ◆ ISD Relationship Manager
 - Information technology services contract
- ◆ Legal Division
 - Information technology services contracts and other issues when applicable
- ◆ Information Security Office
 - Applicability of CDSS Information Security and Confidentiality Policy
- ◆ Personnel Bureau
 - Loan of employee in interjurisdictional exchange contracts
- ◆ Research and Evaluation Bureau
 - Research services or activities
- ◆ Forms Management
 - Printing/Graphics
- ◆ Public Affairs Office
 - Providing any public information representing CDSS, i.e. pamphlets, videos



4. Contract is finalized and sent to Contractor for signature

(3 to 10 working days)

5. Contract is signed and returned to CDSS

(10 to 20 working days)

6. Once the Contractor's signature has been obtained, the contract is prepared for CDSS signature in accordance with CDSS delegated signature authority.

(3 to 10 working days)

- ◆ Contracts up to \$250,000 are signed by the Contracts and Financial Analysis Bureau Chief.
- ◆ Contracts from \$250,001 to \$750,000 are signed by the Financial Management and Contracts Branch Chief.
- ◆ Contracts over \$750,000 are signed by either the Deputy Director of Administration Division, Chief Deputy Director, or Director.

CONTRACT REVIEW PROCESS and TIMEFRAMES

7. If Department of General Services (DGS) review is not required, the contract is fully executed upon CDSS signature. Copies of the executed contract are distributed by the Contracts and Financial Analysis Bureau.

(2 to 5 working days)

8. The following contracts require DGS review and approval:

(add 5 to 10 working days)

- ◆ Standard Agreements and Interagency Agreements for \$50,000 and above
- ◆ Contracts that limit the contractor's liabilities or require the State to indemnify or to hold the contractor harmless.
- ◆ Contracts that provide for advance payment for services.
- ◆ Any contract containing hazardous activities that may result in substantial risk of serious injury to persons or damage to property, such as transporting of persons by any mode of transportation (also requires automobile and public liability insurance)



9. Upon receipt of the approved contract from DGS, the Contracts Analyst notifies Program and Contractor of execution by sending out copies of the executed contract.

(2 to 5 working days)

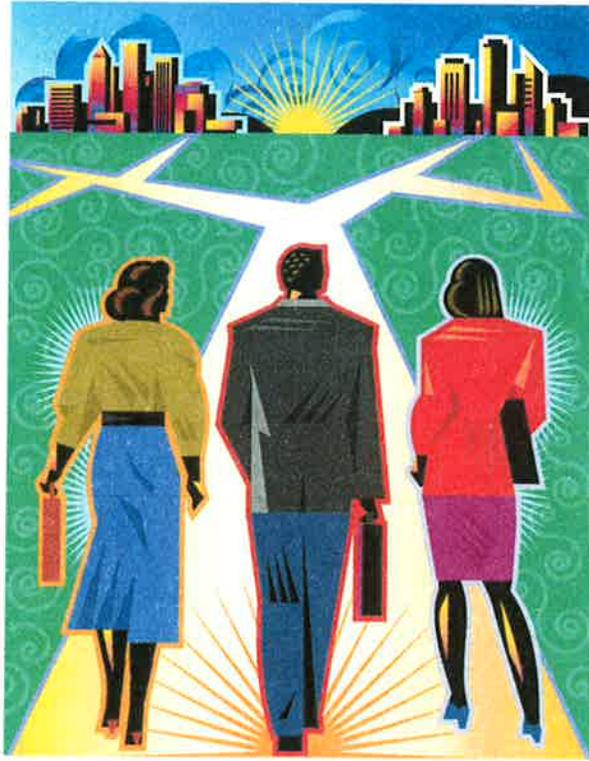


Section Four

Various Components of the Bidding Process



VARIOUS COMPONENTS OF THE BIDDING PROCESS



A. Types of Bidding Process

The most frequently used types of bidding process in CDSS are the Invitation for Bids (IFB), Request for Proposals (RFP) Primary and RFP Secondary, Solicitation for Offers (SFO), and Master Agreements.

1. Invitation for Bids (IFB)

The IFB is typically used to obtain simple, common, or routine services that may require personal or mechanical skills. An IFB seeks an answer to the following: "Here is exactly what we need to have done. Here are the qualification requirements, performance specifications, time frames, and requirements that must be met. How much will you charge us?"

Examples of services utilizing the IFB process are janitorial and moving services.

The bidder specifies the costs for the requested services on the Bid Form, which is included in the IFB. Bidder signs and returns the Bid Form to Contracts and Financial Analysis Bureau in a sealed envelope by the due date stated in the IFB. Sealed bids are then publicly opened on the due date and a pass or fail determination is made by the Contracts Analyst for responsiveness to IFB requirements. For example, if the IFB specifies a minimum number of years experience providing a particular service, the bidder must have that experience in order to qualify for the bid opening. The award is then made to the responsible bidder with the lowest costs.

VARIOUS COMPONENTS OF THE BIDDING PROCESS

2. Request for Proposals (RFP)

The RFP is used to obtain complex services in which professional expertise is needed and bidders may utilize different methods and approaches during performance. Services may be complex, uncommon and/or unique.

An RFP seeks an answer to the following: “Here is what we wish to accomplish. Here are the qualification requirements, performance specifications, time frames, and other requirements that must be met. Describe how you would accomplish the job for us and for how much.”



There are two types of RFPs:

RFP Primary and RFP Secondary. The major difference between the two is the way in which the winner is determined. In the RFP Primary, the contract is awarded to the responsible bidder with the lowest costs. In the RFP Secondary, the contract is awarded to the responsible bidder with the highest scored proposal.

Some services resulting from an RFP include workforce diversity training, development and implementation of a media campaign for the Safely Surrendered Baby Program, alcohol and other drug outpatient treatment services for low-income women, and deaf access assistance services.

a. **RFP Primary**

Bidders responding to the RFP Primary must submit their information in two envelopes. The written proposal describing the services and how they will be delivered will be placed in one envelope and the costs for providing the services must be sealed in a separate envelope. The sealed bids will be publicly opened at a later date.

Upon receipt of proposals, the Contracts and Financial Analysis Bureau will conduct an administrative review to determine if the proposals conform with the format and content requirements specified in the RFP, such as a table of contents, the correct number of copies, a signed Statement of Intent to Meet RFP Requirements, etc. The Contracts Analyst will also check that the costs information is sealed in a separate envelope. Failure to meet administrative requirements will deem the proposal to be nonresponsive to RFP requirements and disqualified for further consideration.

Proposals meeting administrative requirements are given to the Evaluation Committee for scoring. The Evaluation Committee will compare the proposals and bidders for conformance to RFP requirements such as minimum experience, professional qualifications, organizational structure, staffing and expertise, service methodology, timeframes, etc., and assign a score for each category. As stated in the RFP, proposals must obtain a minimum score, usually 80 percent, from the Evaluation Committee in order to qualify for the bid opening. All proposals with a score of 80 percent or higher will have their sealed bid publicly opened at the time and place specified in the RFP. The responsible bidder with the lowest costs will be awarded the contract, regardless of the score given by the Evaluation Committee on the proposal.

VARIOUS COMPONENTS OF THE BIDDING PROCESS

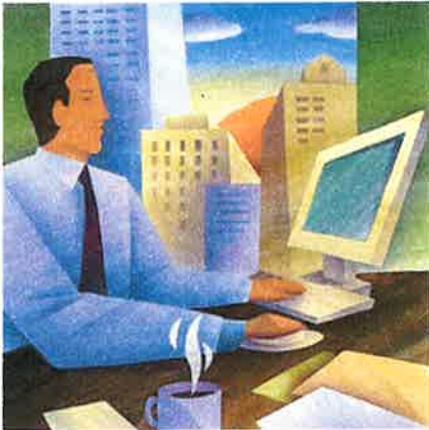
b. RFP Secondary

The RFP Secondary asks Bidders to submit all their information in one package. There is no need for a separate envelope shielding the costs information since there is no public bid opening.

The Contracts Analyst conducts an administrative review of all proposals received for responsiveness to RFP format and content requirements and gives them to the Evaluation Committee. The Evaluation Committee will compare the proposals and bidders for conformance to other RFP requirements such as minimum experience, professional qualifications, organizational structure, staffing and expertise, service methodology, timeframes, etc., and assign a score to each category. The costs for services are also scored in accordance with the formula specified in the RFP. Upon completion of the evaluation process, the contract is awarded to the bidder with the highest scored proposal.

3. Solicitation for Offers (SFO)

The SFO is used to obtain services off the California Multiple Award Schedules (CMAS). CMAS vendors have been preapproved by the Procurement Division of the Department of General Services and may be utilized by state agencies without formal bids. For vendor listings, see: www.pd.dgs.ca.gov



CDSS issues an SFO that specifies the minimum service requirements and what information the CMAS vendor must provide for consideration of contract award. Typically, the CMAS vendor submits a narrative describing their qualifications, what services they will provide, along with the personnel and corresponding hourly rates.

For SFO's, the award is determined by "best value". Depending on the specific service being requested, "best value" can be defined as either lowest price or highest scored offer received. The decision must be clearly identified in the SFO.

Examples of CMAS services include computer support or computer programming services, design development and implementation, project management, and independent validation and verification.

VARIOUS COMPONENTS OF THE BIDDING PROCESS

4. Master Agreements

Master Agreements (also referred to as Master Service Agreements) are generally Statewide agreements that have been competitively bid and awarded by DGS. Master Agreements may be for IT Services and Non-IT Services. Each Master Agreement has its own ordering instructions and administrative fee (usually 1 to 2%). Additional information is available on the Department of General Services, Procurement Division website at www.pd.dgs.ca.gov/masters/.

Examples of services available under Master Agreements include unarmed security guards and business and management consulting services such as organization development, strategic planning, and performance measurements and evaluation.



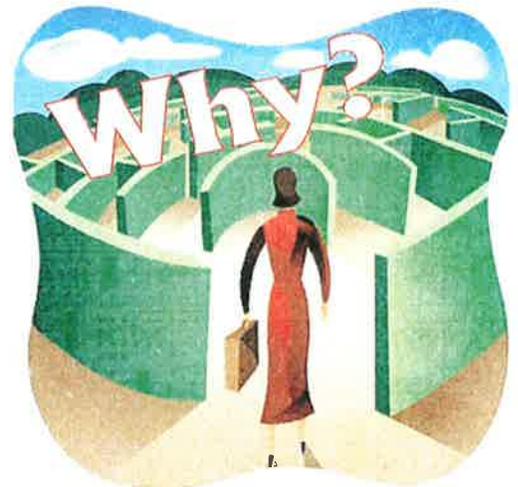
B. Fundamental Rules for Competitive Bids

1. A State Agency may not draft any competitive bidding document in a manner that limits bidding directly or indirectly to any one bidder. (Public Contract Code Section 10339)
2. Services may not be split to avoid the need to advertise or obtain competitive bids. In particular, a series of related services that would normally be combined and bid as one job cannot be split into separate tasks, steps, phases, locations, or delivery times to avoid adhering to a state law, policy, or departmental procedure.
3. Sealed bids (and proposals, etc.) must be received in the Contracts and Financial Analysis Bureau by the time stated in the solicitation document. Bids received after the due date are not valid regardless of the circumstances causing the late submittal. If you receive a package requested by a solicitation document, please get it to the Contracts and Financial Analysis Bureau as soon as possible.

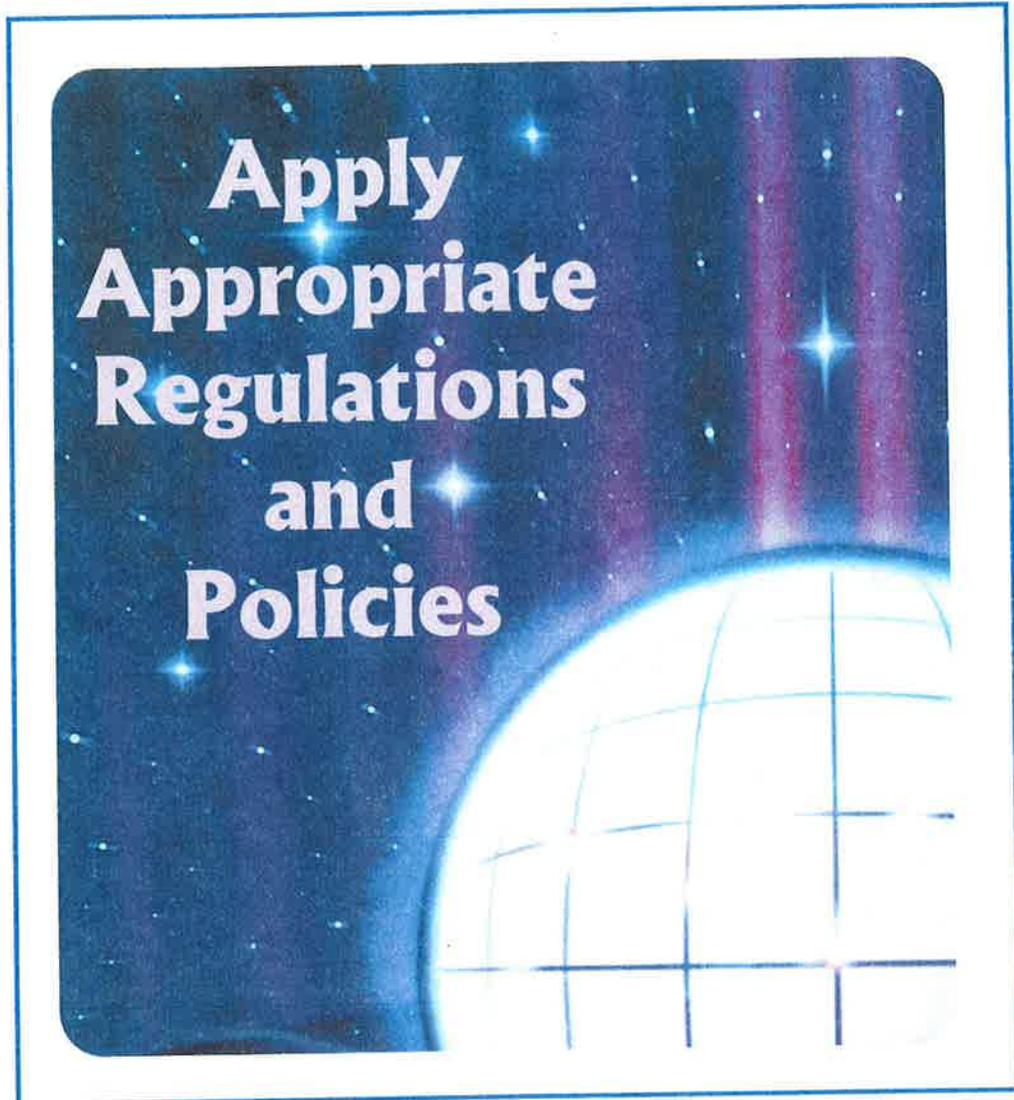
C. Noncompetitively Bid (NCB) Contract

1. A noncompetitively bid contract is defined as one in which only a single business enterprise is afforded the opportunity to provide the specified services and the typical solicitation processes were not utilized. In accordance with Management Memo 03-10, dated May 28, 2003, and current approved Purchasing Authority for CDSS, NCB Transactions of \$5,000 or more must be approved by the Director, Agency Secretary, and the Procurement Division of the Department of General Services (DGS). These approvals must be formally obtained and provided in writing before the contract is developed. For services under \$5,000, no NCB justification is required if fair and reasonable pricing has been established and documented. An NCB justification is required if fair and reasonable pricing cannot be established and documented or two bids cannot be obtained.
2. Approvals for an NCB contract transaction require the following documents:
 - Secretary's Action Requested (SAR),
 - Noncompetitively Bid Contract Justification (three page document from DGS), and
 - Request for Exemption from Advertising (form STD. 821).
3. At a minimum, the following questions must be addressed in the documents specified in #2 above:

- ◆ Why is the requested service restricted to one supplier? Explain why the acquisition was not competitively bid.
- ◆ Provide the background of events leading to this acquisition. Describe the uniqueness of the acquisition (why was the good/service/supplier or contractor chosen?)
- ◆ What are the consequences of not purchasing the good/service or contracting with the proposed supplier?
- ◆ What market research was conducted to substantiate noncompetition, including evaluation of other items considered?
- ◆ How was the price offered or costs for services determined to be fair and reasonable? Describe any cost savings realized or costs avoided by acquiring goods/services from this supplier.
- ◆ If the NCB request could have been competitively bid but was not due to insufficient time to complete the acquisition process, DGS requires a corrective action plan from the Department describing how competitive bids and processing of contracts will be managed.



Section Five



APPLY APPROPRIATE REGULATIONS AND POLICIES



Disabled Veteran Business Enterprise (DVBE) and Small Business (SB) and Microbusiness (MB) Participation Programs

There are two business enterprise participation programs with which we must interact: Disabled Veteran Business Enterprise (DVBE) and Small Business (SB) and Microbusiness (MB) Enterprise. State agencies are measured on how well they achieve the mandated goals.

1. DVBE Program

The State of California established the DVBE Participation Program as one way to acknowledge disabled veterans for their service. The intent of the program is to further DVBE participation in State contracting by establishing a DVBE participation goal of at least 3% to ensure a portion of the state's overall annual contract dollars are awarded to certified DVBEs. For more information on the DVBE Program, visit the Internet site at

<http://www.pd.dgs.ca.gov/dvbe>

Every year, State agencies are required to submit a report to the Department of General Services on the total dollar amount of purchases and contract awards to businesses and the portion of those awards given to certified DVBEs. If the 3% participation goal is not achieved, CDSS must submit an Implementation and Corrective Action Plan to DGS.

2. Small Business (SB) and Microbusiness (MB) Program



Through the enactment of the Small Business Procurement and Contract Act, a fair portion of the total State purchases, contracts, and subcontracts for commodities and services must be placed with certified small businesses or microbusinesses. State Agencies have a SB/MB participation goal of 25 percent of the total dollar amount expended annually on purchase and contract awards.

State agencies are required to report to the Department of General Services (DGS) mid year and then annual cumulative data on the total dollar amount of purchase and contract awards to all businesses and the portion of those awards given to certified small businesses and microbusinesses. If the 25 % participation goal is not achieved, CDSS must submit an Implementation and Corrective Action Plan to DGS.

A certified small business or microbusiness or a non-small business who subcontracts with a certified SB/MB firm is entitled to claim a five percent preference in bidding on procurements of goods or services. The five percent preference is used only for computation of the bid amount to determine the winning bidder and does not alter the actual amount of its bid.

For example, if the lowest bid amount is \$100 and the bid amount for a certified small business is \$102, we would subtract five percent of the \$100 (which is \$5) from the small business bid of \$102. This results in a revised bid amount of \$97 for the small business. The small business is determined to be the winning bidder. However, when the contract is written, it will be written for the amount of \$102.

3. Departmental Effort Toward Goal

In the continuous effort to meet the required goals, the following procedures apply when solicitation documents are developed by the Contracts and Financial Analyses Bureau:

a. **California Multiple Award Schedules (CMAS) Contracts**

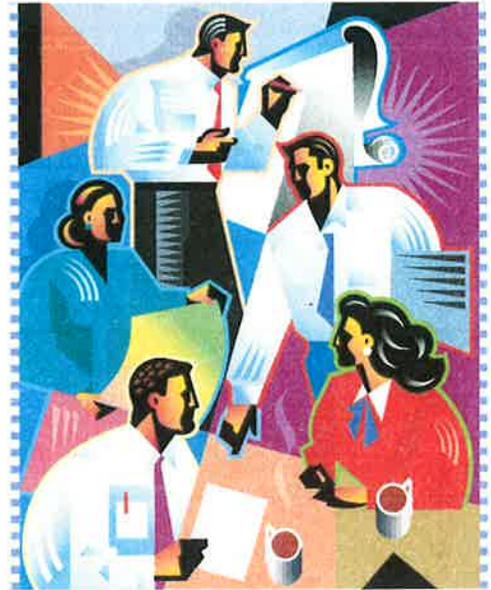
Prior to placing purchase orders/contracts under the CMAS program, CDSS Program staff must include at least one DVBE and one small or microbusiness on the mailing list to receive a solicitation for offer (SFO). Each DVBE and small/microbusiness must be certified by DGS in order to qualify and may be located by accessing the following website:

<http://www.pd.dgs.ca.gov>

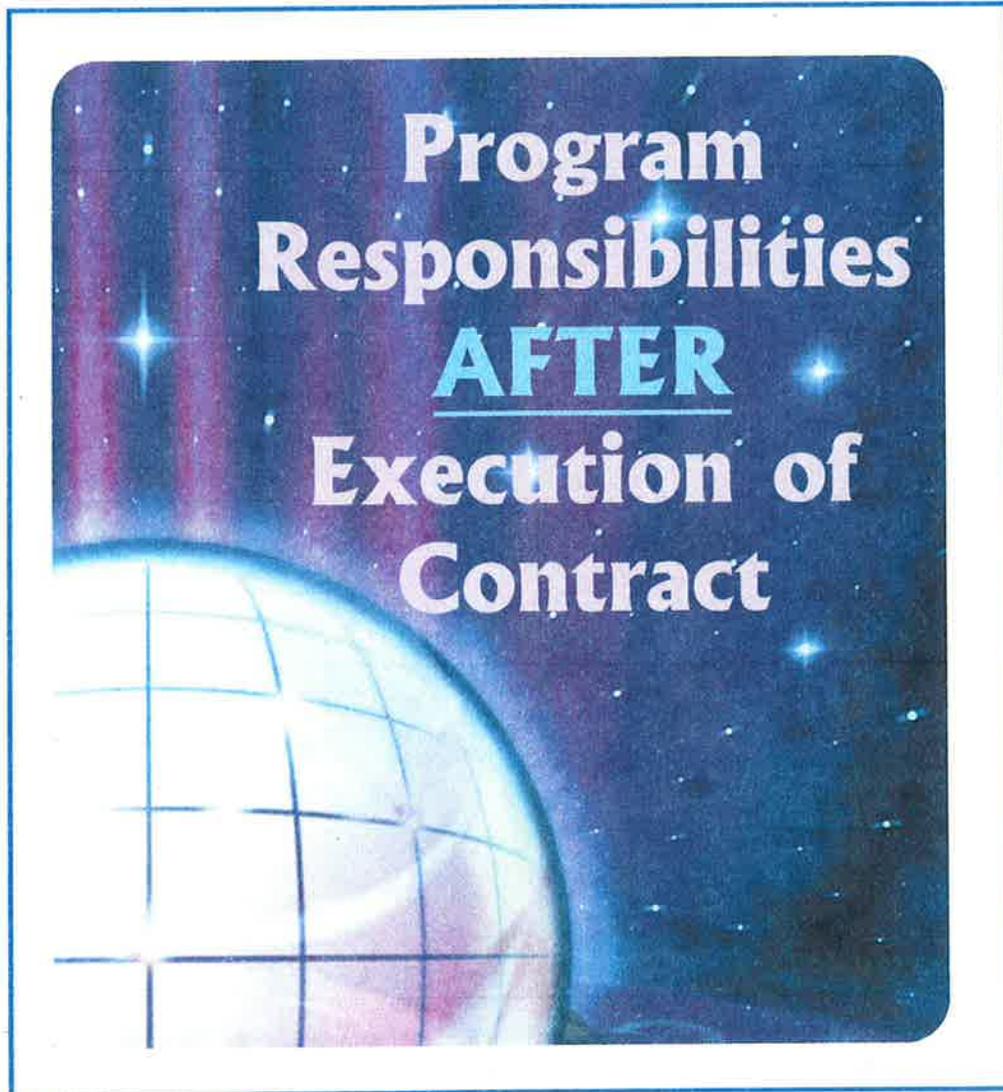
b. **CDSS Contracting Guidelines**

- 1) All contracts of \$5,000 or more and formal solicitations (Request for Proposals/Invitation for Bids/Solicitation for Offers) will be subject to the three percent DVBE participation goal with the following exceptions:
 - ◆ Contracts with governmental agencies, colleges, and universities;
 - ◆ Subvention agreements providing assistance to local governments and aid to the public directly or through an intermediary, such as a nonprofit corporation organized for that purpose; and
 - ◆ If a business reason justifies waiving the DVBE requirement as determined by the Chief, Contracts and Financial Analysis Bureau. For example, insufficient timeframe or prior bid history demonstrated a lack of certified DVBE's in the service field.
- 2) For those solicitations in which the DVBE participation requirements have not been waived, bidders must commit to use DVBE's for at least three percent (3%) of the contract amount or make a "good faith effort" to achieve the goal in order to be eligible for contract award. The solicitation documents developed by the Contracts and Financial Analysis Bureau provide explicit instructions to the bidders on program conformance.
- 3) Program Monitoring of DVBE Subcontractors

After a contract award, the successful contractor must use the DVBE subcontractors and/or suppliers proposed in the solicitation response, unless a substitution is requested. The substitution must be approved in writing prior to commencement of any work by the new subcontractor/suppliers.



Section Six



PROGRAM RESPONSIBILITIES AFTER CONTRACT EXECUTION

The Contract Manager is the authorized CDSS representative (within the Program initiating the contract request) responsible for administering the contract and monitoring the Contractor's performance.



A. Contract Manager Responsibilities

Typical responsibilities of the Contract Manager are as follows:

1. After contract is executed, notify Contractor to begin work.
2. Monitor progress of work to ensure that services are performed according to the quality, quantity, objectives, timeframes, and manner specified in the contract; e.g., review progress reports and interim products.
3. Ensure that all work is completed and accepted before the contract expires.
4. Review invoices to substantiate expenditures for work performed prior to approving them. Ensure the invoice contains the contract number, index and PCA codes and is forwarded for payment in a timely manner.
5. Ensure that there are sufficient funds to pay for all services rendered as required by contract. Also ensure that funds are available if there is a change in the funding source specified in the contract.
6. Identify low spending levels and consider partial disencumbrance and reassignment of funds.
7. Notify appropriate CDSS personnel in Business Services Bureau of equipment purchase, if applicable, and ensure property is tagged and inventoried before approving cost reimbursement.
8. Monitor use of Disabled Veteran Business Enterprises (DVBE) subcontractors to ensure attainment of approved contract participation goals.
9. Verify that the Contractor has fulfilled all requirements of the contract before approving the final invoice. The final invoice must include the statement "Final Billing".
10. Invoices must be received by CDSS within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first.
11. Only for consulting services contracts of \$5,000 or more, complete the Contractor Evaluation form (STD.4) within 60 days of expiration of term and forward to the Contracts and Financial Analysis Bureau.
12. Contact the Contracts and Financial Analysis Bureau for assistance with contract problems.

PROGRAM RESPONSIBILITIES AFTER CONTRACT EXECUTION

B. Contract Manager “Don’ts”

The Contract Manager is not authorized to take the following actions:

1. Instruct the Contractor to start work before the contract is executed and approved.
2. Informally change the description or scope of work of the contract without an amendment.
3. Direct Contractor to do work that is not specifically described in the contract.
4. Sign any Contractor’s contract form (their version of an agreement).
5. Approve payment to Contractor for any work not performed or performed unsatisfactorily.
6. Extend the time period of the contract without an amendment.
7. Allow Contractor to incur costs over the amount set in the contract.



C. Retention of Contract Records



All contracts involving expenditures of public funds in excess of \$10,000 contain a provision that the contract is subject to the examination and audit of the awarding department or its delegate or the State Auditor for a period of three years after final payment under the agreement. Federally funded contracts may have a record retention period of up to five years. When a contract audit is in dispute or litigation, the record retention period is extended.



PROGRAM RESPONSIBILITIES AFTER CONTRACT EXECUTION



D. Record Keeping

1. Label a file folder for each contract administered and include the following:
 - a. A log sheet to record any activities related to the contract. Each time you speak with anyone about the contract, make a note of the date of the discussion, and the subject matter discussed.
 - b. A file guide labeled "Invoices." Retain a copy of all invoices in this file guide.
 - c. A copy of the executed contract and other pertinent documentation, such as a copy of the original contract request and any correspondence related to the contract or contractor.
2. Prepare a spreadsheet of expenditures showing the contract amount encumbered and the deduction for each invoice as it is approved for payment.
3. Document the notification to the Contractor of the start date. Work cannot begin before contract execution and the effective date of the contract. Although initial notification to start work may be verbal, it should also be documented in writing and a copy placed in the file. This practice protects the agency and the Contract Manager in the event of legal problems or an audit.
4. Monitor and document the performance and nonperformance of contract services in the contract file. If problems are encountered during the contract term, they should be fully documented. Letters to contractors should outline any problems related to substandard or nonperformance. If applicable, use contract specifications verbatim in the letters so that there is no doubt about the services covered in the contract. All letters about nonperformance should be sent by certified mail with copies to all concerned parties. A copy of the letter should be sent to the appropriate payment unit to eliminate the possibility of erroneous invoice payment.

PROGRAM RESPONSIBILITIES AFTER CONTRACT EXECUTION

E. **Oversee the completion of the contract**

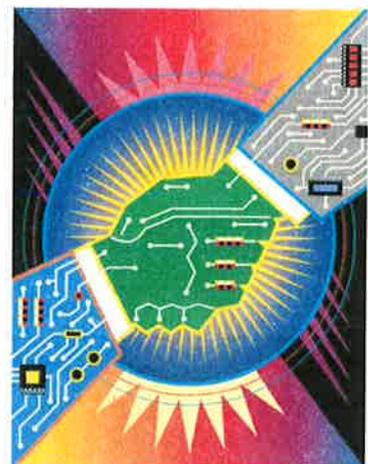
To finalize or complete the contract process, contact Contractor to determine whether all invoices have been received. After the expiration of the contract, disencumber any remaining funds by notifying the appropriate payment unit and the Contracts and Financial Analysis Bureau of the amount to be disencumbered. A copy should be retained in the contract file. Please note that if the term has not expired and the contract is still in force, any reduction of funds must be made by contract amendment.

F. **Terminate and/or Disencumber a Contract**

1. A contract may be terminated prior to the end (expiration date) of the term by sending a letter to the Contractor at least 30 days in advance of the effective date of termination. All contracts contain a provision that permits CDSS to terminate the contract without cause provided adequate notice is given. The termination letter should be signed by the Bureau Chief of the Contracts and Financial Analysis Bureau (CFAB) and sent to the Contractor by certified mail. Upon release of the termination letter, CFAB will send a notice to the requesting program, Budget Bureau (if applicable), Fiscal Systems, and General Ledger informing them of the termination and to request disencumbrance of funds. No amendment is necessary for terminating contracts.
2. If a contract has already expired, program should send a memo to CFAB to request the disencumbrance of funds by identifying the contract number and the amount of funds to be disencumbered. The effective date for disencumbrance is the contract expiration date. No amendment is required.
3. A contract that is currently in force requires a formal amendment in order to revise the funding stated in the contract. Please submit a GEN 704 to the Contracts and Financial Analysis Bureau to request an amendment to add, reduce, or reallocate funds.

G. **Contractor Evaluation**

Any consultant services contract of \$5,000 or more requires completion of a Contract/Contractor Evaluation (STD.4) within 60 days after completion of a contract. When a negative finding is made, the Contracts and Financial Analysis Bureau will forward a copy to the Department of General Services and the Contractor within five days of completion of the evaluation. Contract/Contractor Evaluation forms are not public documents and should not be kept in the contract file.





STATE OF CALIFORNIA
Arnold Schwarzenegger, Governor

HEALTH AND HUMAN SERVICES AGENCY
Kimberly Belshé, Secretary

DEPARTMENT OF SOCIAL SERVICES
Dennis J. Boyle, Director

PUB 418 (8/07)

**CYCLE 35 PROGRAM DEVELOPMENT FUND
GRANTS**

Applicant(s)	Summary of Project	Amount Funded	Council Approved
<p>Area Board 1</p> <p>Progressive Employment Concepts</p>	<p>This project will provide hands on training to staff and clients in the discovery and customized employment process leading to a customized employment outcome for a minimum of two individuals. This project will allow Progressive Employment Concepts to gain the tools needed to have continued success in finding jobs for the individuals we serve, especially those with higher support needs.</p>	<p>\$20,000.00</p>	<p>No</p>
<p>Area Board 2</p> <p>FOCUS Film Festival</p>	<p>The goal of this project is to educate and enlighten community members and students about people with disabilities through well-published film screenings and related events.</p>	<p>\$10,500.00</p>	<p>No</p>
<p>Area Board 2</p> <p>Glenn County Office of Education/Glenn Adult Program</p>	<p>The goal of this project is to implement a "Get a Competitive Edge" Work Safe & Self-Advocacy program for consumers and employees with disabilities as part of The Rusty Wagon Adult Vocational Program.</p>	<p>\$9,500.00</p>	<p>No</p>
<p>Area Board 3</p>	<p>None awarded at this time</p>		
<p>Area Board 4</p> <p>Kidpower Teenpower Fullpower</p>	<p>The proposed project will help people with developmental disabilities who have been the victims of abuse from being victimized and prevent others at-risk from suffering abuse in the first place, by equipping them with experimental success – based tools and skills that have demonstrated performance and effectiveness in keeping them emotionally and physically safe and reduce their risk of becoming victim of bullying, violence, abuse or exploitation.</p>	<p>\$20,000.00</p>	<p>No</p>

Applicant(s)	Summary of Project	Amount Funded	Council Approved
<p>Area Board 5</p> <p>CALICO</p>	<p>The goals of this grant is to increase the percentage of developmentally disabled child, adolescent and adult victims who benefit from a multi-disciplinary response to abuse allegations; improve the quality of the response for victims and their families and prevent future victimization.</p>	<p>\$20,000.00</p>	<p>No</p>
<p>Area Board 6</p> <p>Creative Support Alternatives/SDSU Research Foundation</p>	<p>The Transition2Life Project will provide direct, hands-on training and learning opportunities focusing on effective transitions to inclusive adult lives for young adults with developmental disabilities living in Amador, Calaveras, and Tuolumne counties.</p>	<p>\$19,363.00</p>	<p>No</p>
<p>Area Board 7</p> <p>Kidpower Teenpower Fullpower</p>	<p>This project equips young adults with developmental disabilities and their families with the social emotional tools and skill sets necessary for successful transition to adult life. Outfits adult people with developmental disabilities with the social – emotional tools and skill sets necessary to enter and succeed in gainful work opportunities and increase their self-sufficiency.</p>	<p>\$20,000.00</p>	<p>No</p>
<p>Area Board 8</p> <p>Resources for Independence, Central Valley</p>	<p>This Self-Advocacy for Youth project goal is to promote self-advocacy and leadership of young adults with developmental disabilities by utilizing person centered planning through trainings and group facilitation of consumers and their advocacy support networks.</p>	<p>\$19,277.00</p>	<p>No</p>
<p>Area Board 9</p> <p>Friendship Club - First 5 Moorpark/ Simi Valley Neighborhood for Learning</p>	<p>Friendship Club is a free semi-monthly, social skills program in Moorpark and Simi Valley for children with special needs/developmental disabilities ages 3-12, their parents, and their siblings. It is open to families of all economic levels and ethnicities.</p>	<p>\$9,000.00</p>	<p>No</p>

Applicant(s)	Summary of Project	Amount Funded	Council Approved
Area Board 9 Arts for Living - UCP of San Luis Obispo County	This is a new arts program engaging all citizens with and without disabilities of San Luis Obispo County in community development via inclusion in arts: music, visual arts, dance, theatre and poetry.	\$11,000.00	No
Area Board 10 Get Safe	Get Safe's "First Responder Training: Enhancing Your Ability to Effectively Respond to Persons with Developmental Disabilities" will conduct four trainings for local law enforcement, criminal justice professionals, parents and caregivers plus an additional self-advocate's training session to provide highly targeted information, techniques and tools to help first responders to effectively prevent, recognize and work with people with disabilities who may be victims of abuse or exploitation.	\$20,000.00	No
Area Board 11 NOCCCD School of Continuing Education	The goal of the Hand—on Job Training project is to empower up to sixteen students who have developmental disabilities to reach their maximum employment potential. Each student will be supported by a Job Coach to learn and practice vital job skills.	\$6,933.00	No
Area Board 11 Get Safe	Get Safe proposes a year-long training series that will provide continued learning and networking opportunities for these identified self-advocacy groups thereby strengthening their goals and objectives and implementation efforts.	\$13,067.00	No
Area Board 12 Get Safe	Home Ownership for Persons with Disabilities Made Easy. The program anticipates training for up to 200 total consumers with attendance at each event reflecting the population density of the surrounding geographical area, four conferences will be held.	\$20,000.00	No

Applicant(s)	Summary of Project	Amount Funded	Council Approved
Area Board 13 San Diego State University Interwork Institute's Creative Support Alternative and SDSU's Department of Administration, Rehabilitation, and Postsecondary Education	The goal of Take Charge is to offer person-driven planning (PDP) to transitioning youth and their families as a strategy to offer skills and experiences resulting in inclusive employment and inclusive lives facilitated by San Diego State University Rehabilitation Counseling (RC) graduate students. In addition, the project will provide educational presentations for students, families, transition teachers, adult service providers, and SDRS staff on the use of PDP to support young adults with developmental disabilities to pursue inclusive employment, including innovative options like micro- enterprise ownership.	\$20,000.00	No
SCDD HQ Jay Nolan Community Services	Jay Nolan Community Services, in partnership with Easter Seals of Southern California and Griffin Hammis Associates, proposes to work with individuals from the "Youth Target Population" and families on the innovative strategies to significantly improve transition outcomes for both competitive employment and post-secondary education to advance career development.	\$359,782.00	Yes
SCDD HQ The Board Resource Center	The team will provide meeting and member facilitation support, leadership training, easy access website, adapted curricula development and field tested design for the Self-Advocates Advisory Committee (SAAC) and Employment First Committee (EFC) and foster development of the Statewide Self Advocacy Network (SAAN) .	\$65,625.85.00	Yes
		Now Terminated	

Applicant(s)	Summary of Project	Amount Funded	
<p>SCDD HQ</p> <p>Youth Leadership Forum</p>	<p>Participation of at least 10 student delegates with developmental disabilities in the California Youth Leadership Forum for Students with Disabilities (YLF). Responsibilities included completion of a variety of planning and project tasks in preparation for the 2012 Youth Leadership Forum for Students with Disabilities, including: processing potential student delegates' applications; notifying selected students; making travel arrangements; making arrangements for accommodations and medical services; and finalizing and printing training materials.</p>	<p>\$9,999.00</p>	<p>Yes</p>
<p>Applicant(s)</p>	<p>Summary of Project</p>	<p>Amount Funded</p>	<p>Council Approved</p>
<p>All Area Board's</p>	<p>Regional Self-Advocacy Grant</p>	<p>\$100,009.00</p> <p>Expended \$3,633.00</p>	<p>NO</p>

4100 - State Council on Developmental Disabilities
 Administrative Contracts
 Fiscal Year 2012-13

Current

Contract Name	Contract Duration	Contract Number	Contract Amount
California Department of Human Resources	FY 2012-13	CALHR1213	\$6,100.00
State Controller's Office	FY 2012-13	SCO1213	\$10,500.00
Department of Social Services	FY 2012-13	Pending	\$390,000.00
Department of Technology Services (FY 2011-12 \$240,000.00 & FY 2012-13 \$240,000.00)	FY 2011-13	HHSDC07011013	\$240,000.00
State Bar of California	FY 2012-13	Pending	\$400.00
Sacramento Unified School District (FY 2011-12 \$10,000.00, FY 2012-13 \$10,000.00 & FY 2013-14 \$10,000.00)	FY 2011-14	SUSD11121314	\$10,000.00
National Association of Councils on Developmental Disabilities -NACDD	FY 2012-13	NACDD1213	\$22,638.00
West Coast Captioning (FY 2012-13 \$17,500.00 & FY 2013-14 \$17,500.00)	FY 2012-14	WCC1214	\$17,500.00
West Publishing Corporation (FY 2011-12 \$2,986.56, FY 2012-13 \$3,046.29 & FY 2013-14 \$3,107.22)	FY 2011-14	West1114	\$2,986.56
Gerald Rucker Consulting	FY 2012-13	GRC1213	\$9,999.00
Mayacama Industries (AB 1 - Janitorial) (FY 2011-12 \$1,200.00, FY 2012-13 \$1,200.00 & FY 2013-14 \$1,200.00)	FY 2011-14	M1011014	\$1,200.00
Nuno's Quality Cleaning (AB 2 - Janitorial) (FY 2011-12 \$1,800.00, FY 2012-13 \$1,800.00 & FY 2013-14 \$1,800.00)	FY 2011-14	NQC1114	\$1,800.00
Solano Diversified Services, Inc. (AB 4 - Janitorial) (FY 2012-13 \$1,416.00, FY 2013-14 \$1,416.00 & FY 2014-15 \$1,416.00)	FY 2012-15	SDS1215	\$1,416.00
Central Valley Training Center (AB 6 - Janitorial) (FY 2010-11 \$1,800.00, FY 2011-12 \$1,800.00 & FY 2012-13 \$1,800.00)	FY 2010-13	CVTC1113	\$1,800.00
Totals			\$716,339.56