

Request for Offer

REQUEST FOR OFFER

RFO #: SSJDC-15025

For:

Delta Marketing Website and Strategies

For: Marketing Consultant

Date: 6/20/2016

You are invited to review and respond to this Request for Offer (RFO). To submit an offer for these goods and/or services, you must comply with the instructions contained in this document as well as the requirements stated in the State's Scope of Work (SOW), Attachment A, Attachment B, Budget Detail and Payment Provisions, and Attachment C, Cost Worksheet. By submitting an offer, your firm agrees to the terms and conditions stated in this RFO and your proposed CMAS contract.

Read the attached document carefully. The RFO due date is: 7/8/2016 by 5:00 PM. Responses to this RFO and any required copies must be submitted by mail or dropped-off, clearly labeled to the department contact noted below.

Department Contact:

Brandon Chapin
Sacramento-San Joaquin Delta Conservancy
1450 Halyard Drive, Suite 6
West Sacramento, CA 95691
916-375-2091
Brandon.chapin@deltaconservancy.ca.gov

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General Information

1. Background and Purpose of the RFO

The Sacramento-San Joaquin Delta Conservancy invites proposals for qualified vendors to support destination marketing with the design, development, and implementation of a comprehensive marketing campaign for the Sacramento-San Joaquin Delta region.

2. Key Dates

It must be understood that time is always of the essence, both for the RFO submittal and contract completion. Offeror's are advised of the key dates and times shown below and are expected to adhere to them.

<u>Event</u>	<u>Date</u>
1. Release of RFO	6/21/2016
2. Offeror questions submission due date and time	6/24/2016
3. Department submission of responses to questions	7/1/2016
4. RFO Response Submission Due date and time	7/8/2016 @ 5 P.M.
5. Anticipated vendor selection for interviews	7/13/2016
6. Anticipated interviews	7/18 – 7/22/2016
7. Anticipated Vendor Selection	7/26/2016
8. Anticipated Contract Award	8/24/2016
9. Anticipated Project Start Date	9/1/2016
10. Contract Term	9/1/2016 – 3/31/2017

3. RFO Response Requirements

This RFO and the offeror's response to this document will be made part of the Delta Conservancy's Purchase Order and procurement contract file.

Responses must contain all requested information and data and conform to the format described in this section. It is the offeror's responsibility to provide all necessary information for the Delta Conservancy to evaluate the response, verify requested information and determine the offeror's ability to perform the tasks and activities defined in the Delta Conservancy's Scope of Work, Attachment A and Cost Worksheet, Attachment C provided as required below.

Failure to submit the requested documentation described above by the requested due date may be cause for rejection of your bid. Further consideration is subject to the Delta Conservancy's discretion. The Delta Conservancy reserves the right to reject any and all bids and to waive any irregularities. Additionally, the Delta Conservancy reserves the right to not enter into an agreement if it is in the best interest of the state.

Costs for developing bids are entirely the responsibility of the offeror and such costs will not be reimbursed by the State of California. All bid documents and the contents therein shall become property of the Delta Conservancy.

The offeror must submit 3 copies of their response to the Delta Conservancy contact name and address contained on the cover sheet to this RFO.

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4. RFO Response Content

The majority of the information required to respond to this RFO is contained in the Delta Conservancy's Scope of Work, Attachment A and Cost Worksheet, Attachment C.

a) Response to Delta Conservancy's Scope of Work, Attachment A:

The offeror's "Scope of Work" must respond to the Delta Conservancy's Scope of Work and will be used to evaluate responsiveness to requirements. This Scope of Work response must map each task/deliverable item back to the Attachments. The response must include any additional information that the offeror deems necessary to explain how the Contractor intends to meet the Delta Conservancy's requirements. The Scope of Work needs to contain the following, as appropriate:

1. Overview of the required tasks and outcomes,
2. Description of how the tasks will be performed,
3. Work plan for each task, including sub-task description and due date for each deliverable,
4. Samples of work from other projects within the last 5 years,
5. Organizational chart that identifies the proposed contract team,
6. Resumes for each identified member of the contract team, detailing experience meeting the Delta Conservancy's requirements,
7. A one-page description of each of the following:
 - Five years' experience in marketing development and implementation
 - Five years' experience in designing web sites and digital tools
 - Five years professional writing experience creating original material from multiple sources about complex issues
 - One year of working knowledge and understanding of the complexity of the Delta and Delta-related issues.
8. Any other requirements shown in the Delta Conservancy's Statement of Work document.

b) Response to Cost Sheet, Attachment C:

The Offeror's costs will be used by the Delta Conservancy to evaluate vest value from the proposals received. Attachment C must detail the Offeror's staff hours by classification, hourly rate per classification working on the project, by tasks, and deliverables.

Responses will be compared to determine best value. This means that cost will be one of the many factors in the determination of vest value. Other factors will be availability to meet project timeframe, responsiveness to the Delta Conservancy's Scope of work and the experience and qualifications of the Offeror and proposed staff in similar work.

c) Submission:

The Offeror's Scope of Work, the Cost Worksheet, and other relevant information as described above, must be sent to the contact listed by the date indicated in Section 2. To be clear, the Offeror's application will include:

- Response to Scope of Work
- Response to Cost Work Sheet
- Any other items listed in 4a above.

d) Questions and Answers:

All questions must be submitted by email and received by the Delta Conservancy's contact

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listed on the RFO cover sheet no later than the date and time indicated in Section 2 of this RFO. Responses will be provided by the date and time indicated in Section 2.

5. RFO Evaluation Review and Award Information

Responses to this RFO will first be reviewed for responsiveness to the Delta Conservancy's requirements as identified herein. The Delta Conservancy will evaluate the response, verify information, and determine the Offeror's ability to perform the tasks and activities defined in the Delta Conservancy's Scope of Work (Attachment A). If a response is missing information required in either Attachment it may be deemed not responsive. Further review is subject to department's discretion.

Award of a contract resulting from this RFO will be based on the "required skills and experience" criteria and the "best value" method for the Delta Conservancy. This means that cost will only be one of the factors in the determination of best value.

a) Evaluation Criteria

The following four sub-sections and criteria will be reviewed by the Delta Conservancy's evaluation team. The Administrative Requirements will be evaluated on Pass/Fail criteria. The technical requirements will be rated at 60 percent, the interview at 30 percent, and the cost requirements will be rated at 10 percent for an overall total of 100 percent. The questions identified in the Technical requirements have been assigned a point value as indicated below. The costs sheets will be added to the technical and administrative scored for a total of 100 percent.

1. Administrative Requirements Evaluation Criteria (Pass/Fail)

Requirement	Pass	Fail
Overview of the required tasks and outcomes		
Description of how tasks will be performed		
Work Plan for each task, including sub-tasks and due date		
Samples of work from other projects with last 5 years		
Organizational chart that identifies proposed team		
Resumes for each identified team member		
Five years' experience in marketing development and implementation*		
Five years' experience in designing web sites and digital tools*		
Five years professional writing experience creating original material from multiple sources about complex ideas*		
One year of working knowledge and understanding of the complexity of the Delta and Delta-related issues*		

*Provide a one-page description (for each requirement) that demonstrates your experience and knowledge in each of these areas.

2. Technical and Qualitative Evaluation Criteria

The technical requirements for this RFO are weighted at 60 percent of the total points available and will be scored based on the following:

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- a. (20 points max) How complete is the work plan and proposal content?
- b. (20 points max) How adequately does the Offeror address marketing development and implementation, web and digital tool design, and professional writing experience?
- c. (20 points max) How adequately does the Offeror address the required knowledge of the Delta?

3. Interview Evaluation Criteria

(30 points max) Interviews will be conducted with the Offerors who have passed the Administrative Requirements and earned the top points in the Technical and Qualitative Evaluation. All other proposals not in the top three will not be considered further.

4. Cost Requirements Evaluation Criteria

(10 points max) The cost requirements for this RFO are weighted at 10 percent of the total points available (100). The Offeror will be evaluated on the total extended cost for the contracted term.

b) Scoring Criteria

1. Administrative (Pass/Fail)

The administrative evaluation criteria will be scored pass/fail.

2. Technical and Qualitative (60 points max)

The technical evaluation criteria will be scored based on the designated point value for each question with a maximum of 60 points total. The evaluation team will begin with a baseline of 0 being “does not meet the requirement” up to the maximum allowable “meets or exceeds the requirement” for each question with a maximum of 60 points total.

For question a:

- 20 points will be awarded if the workplan demonstrates an understanding of the tasks and states clear deliverables and timelines
- 10 points will be awarded if the workplan demonstrates a moderate understanding of the tasks and states clear deliverables and timelines
- 0 points will be awarded if the workplan is not responsive to the requested work.

For question b:

- 20 points will be awarded if the Offer provides 3 examples each of marketing, web development, and writing
- 10 points will be awarded if the Offer provides 2 examples each of marketing, web development, and writing
- 0 points will be awarded if the Offer provides no examples each of marketing, web development, and writing

For question c:

- 20 points will be awarded if the Offeror demonstrates one year of working knowledge and understanding of the complexity of the Delta and Delta-related issues.
- 0 points will be awarded if the Offeror demonstrates less than year of working knowledge and understanding of the complexity of the Delta and Delta-related issues.

3. Interview (30 points max)

- 30 points will be awarded if the Offeror is professional, presents a thorough understanding of the tasks, and demonstrates experience in the required tasks.
- 15 points will be awarded if the Offeror is professional and demonstrates a

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- moderate understanding of the tasks and experience in the required tasks.
- 0 points will be awarded if the Offeror does not present a professional presentation and does not demonstrate an understanding of the work needed.

4. Costs (10 points max)

Each Offeror's cost score will be calculated based on the ratio of the lowest cost proposal to the Offeror's cost, multiplied by the maximum number of costs points available (10), as shown in the calculation below:

$$\frac{\text{Lowest Total Cost Bid}}{\text{Offeror Total Cost}} \times \text{Total cost points available (10)}$$

Example: To help illustrate this process, refer to the table below. **Cost figures in the example below explain the calculation and have no other significance.**

Cost Evaluation and Scoring Methodology Example

Offeror	Grant Total Cost	Calculation	Cost Score Points Awarded
A	\$80,000	$(80,000 \times 10) / \mathbf{80,000}$	10
B	\$100,000	$(80,000 \times 10) / \mathbf{100,000}$	8
C	\$200,000	$(80,000 \times 10) / \mathbf{200,000}$	4

5. Final Scoring Methodology

Offeror	Technical Score	Interview Score	Cost Score	Total Score
A	50	20	10	80
B	60	30	8	98
C	35	10	4	49

In this case, Offeror B's proposal with the highest scored points is the intended awardee.

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ATTACHMENT A - SCOPE OF WORK Delta Marketing

1. BACKGROUND

In 2012, a survey was conducted in which 78 percent of California voters said that had “never heard” of the California Delta.

The Sacramento-San Joaquin River Delta is a unique place of economic, environmental, historic and cultural significance. The land and water resources of the Delta support significant agricultural and recreation economies, and the Delta also has an important role as an infrastructure hub for water, energy, and transportation. The region’s rich history boasts of bustling, river-based commerce before the automobile age, and its cultural uniqueness includes the only rural town in American built by early Chinese immigrants. As the largest estuary on the west coast of the Americas, the Delta is also a place of striking natural beauty and ecological significance that is struggling with serious environmental degradation problems. Although surrounded by growing cities, the Delta remains a highly productive agricultural area with rural charms, landscapes and waterscapes not found elsewhere in California. (2012 Economic Sustainability Study, Delta Protection Commission; ESP)

Challenges to the Delta’s current economy and lifestyle have arisen, endangering the Delta’s ability to continue to exist in its present state. It is crucial to increase awareness of this fragile, important, and beautiful place. The Delta should be positioned and accepted as a tourism treasure for California similar to Lake Tahoe or Yosemite – a place where consumers want to go and believe is irreplaceable. The Delta is a place that should be preserved.

1.1 Agricultural Importance

Farmland makes up two-thirds of the area of the Delta, and nearly 80 percent of that is classified as Prime Farmland, the highest quality designation given by the California Farmland Mapping and Monitoring Program. Yields are typically 50 percent higher in the Delta than the California average. Less than 20 percent of all California farmland is classified Prime.

The ESP estimates that Delta crop and animal production has an economic impact of roughly 9,700 jobs, \$683 million in value added, and \$1.4 billion in output in the five Delta counties. When related value-added manufacturing such as wineries, canneries, and dairy products are included with the impact of Delta agriculture, the statewide impact of Delta agriculture is about 25,000 jobs, \$2.1 billion in value-added, and \$5.4 billion in economic output.

1.2 Recreation and Tourism Importance

Recreation in the Delta generates roughly 12 million visitor days of use annually, of which resource-related activities (boating and fishing) account for two-thirds, right-of-way related and tourism activities (cycling, pleasure driving) account for one-sixth and parks-related activities (sports, picnicking) another one-sixth. Boating and fishing have the biggest economic impact, and are estimated to generate nearly 80 percent of the recreation and tourism spending in the Delta, including significant expenditures on lodging, meals, supplies, marina services, and fuel. Not-trip spending such as boat

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purchases and marina rentals are estimated to add \$60 million annually, for total recreation-related spending of \$312 million annually.

Despite significant population growth in the market area, available data (boat registrations, relate-industry employment, and number of marinas) suggests that boating and fishing activity in the Delta has grown little in the last 20 years. Land-based activities such as agritourism, wine tasting, wildlife watching, historic and cultural tourism, cycling, pleasure driving, and personal watercraft are likely to drive future growth. The principal market for future growth in Delta visitation has a population of approximately 11.9 million people (2012) and projections indicate this could grow to 50% by 2020.

2. PURPOSE AND PROJECT OBJECTIVES

This Scope of Work (SOW) reflects the purpose and the required outreach and marketing services to be provided by the successful offeror "Contractor". The contractor is expected to work closely with Delta Conservancy staff and partners in a collaborative team spirit and will be required to produce and meet the following objectives of this project:

- 2.1 Increase awareness of the Delta as a multi-faceted tourism destination.
- 2.2 Increase awareness of the Delta as an endangered place of great ecological and cultural importance.
- 2.3 Increase Delta tourism and tourism inquiries to a measureable degree.
- 2.4 Establish metrics for gauging the efficacy of the campaign.

3. TERM

- 3.2 The term of this Agreement shall commence upon the date the Agreement is executed by both parties and continue through March 31, 2017.
- 3.3 This Agreement may be amended to extend the term of the Agreement only upon written approval by both parties.

4. PROJECT TASKS AND DELIVERABLES

The Contractor is required to work closely with Sacramento-San Joaquin Delta Conservancy (Delta Conservancy) and the Delta Protection Commission (DPC) to provide the following tasks and deliverables within the timeframe and schedule set forth. The Contractor will provide an outlined plan for remodeling the current website, and for the development of a media campaign, production of collateral materials, and also evaluation of the project objectives.

4.1 Develop a five-year marketing strategy and implementation plan.

The Contractor will identify opportunities within target markets (outlined below) and suggest activities that deliver maximum audience. The Contractor will recommend best strategies and channels to continue to reach targeted consumers and increase visitor days and tourism dollars spent in the Delta once this marketing project is complete.

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Target populations include the following:

- Ecotourists
- Recreational Boaters
- Fisherman
- Heritage and cultural tourists
- Agritourism and farm-to-fork enthusiasts
- Wine-tasting and special event customers

4.2 Promotional Campaign

Develop, submit, and be prepared to verbally present, if selected for an interview, some preliminary promotion concepts designed to increase traffic to Delta website and increase Delta tourism which include, but need not be not limited to, the following:

- A strategy for coordinating various promotional opportunities with festivals throughout the Delta, Bay Area and Gold Country region
- A coordinated social media campaign tied to this promotion with incentives and success metrics

In addition:

- Verbally present proposed collateral, display and/or incentive materials
- Provide detail about creative subcontractors to be used during the campaign
- Provide metrics demonstrating efficacy of the campaign

4.3 Collateral Materials

Develop and produce any collateral materials associated with Task 3.2 above. Use existing logo providing a consistent look to all program/media materials.

4.4 Website and Social Media

Develop within budget, or remodel within existing website framework, a consumer-facing website, There is an existing hosting account within WordPress the Offeror must allow for ongoing revision and updating ability to be transferred to the Delta Conservancy and Delta stakeholder personnel in the future. Website will be linked to Visit California website and design should make transition appear seamless.

Make recommendations and implement search engine optimization (SEO) and analytic solutions according to the Offeror's expertise and industry best practices.

4.5 Reporting

4.5.1 Monthly Progress Report

Provide monthly written progress reports and documentation outlining planning, development, and measurable results regarding program implementation and results. The monthly progress report shall include personnel and subcontractors, if any, responsible for project tasks and activities.

In addition, the Delta Conservancy will review and determine if work is complete

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and will approve any work completed in the monthly progress reports and reserves the option to meet and discuss the monthly progress report with the contractor.

4.5.2 Yearly Comprehensive Report

Provide a yearly, comprehensive report that includes an overall detailed summary of the progress and completion of project tasks and deliverables. The report will also quantify the activities and accomplishments of the project tasks.

Provide layout, design, and documentation (including graphs, charts, and photos) for the Delta Conservancy's Annual Report, which details outreach/advertising results for the prior year, and the outreach/advertising plan for the coming year.

5. ACCEPTANCE CRITERIA

It is the Delta Conservancy's sole determination as to whether a deliverable has been successfully completed and acceptable to the Delta Conservancy. Each associated task and deliverable must be accepted by the Delta Conservancy before invoices will be processed for payment. Acceptance criteria shall consist of the following:

- 5.1 Reports are completed as specified and approved.
- 5.2 All deliverables must be in a format that can be used by the Delta Conservancy.
- 5.3 If a deliverable is not accepted, the Delta Conservancy shall provide the rationale in writing within 30 days of receipt of the deliverable.
- 5.4 If disputing an invoice for a set of deliverables, the Delta Conservancy shall provide notification of dispute and rationale within 10 days of receipt of the invoice.

6. STATE RESPONSIBILITIES

The State will provide timely review and approval of the information and documentation provided in order for the Contractor to perform its obligations under this Agreement.

7. POINTS OF CONTACT

Contractor – Contract Manager:	
Name, Title:	<i>[To be completed upon agreement award.]</i>
Address:	
Telephone Number:	
Fax Number:	
E-mail address:	

State – Contract Manager:	
Name, Title:	<i>[To be completed upon agreement award.]</i>
Address:	
Telephone Number:	
Fax Number:	
E-mail address:	

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ATTACHMENT B – BUDGET DETAIL AND PAYMENT PROVISIONS

1. BUDGET DETAIL

The Contractor agrees to perform and complete the work described in Attachment A, Scope of Work within the total budget not to exceed \$115,000.

2. INVOICE AND PAYMENT

- A. For tasks satisfactorily rendered, in accordance with the terms and conditions of this Agreement including the Attachment A, Attachment B, and Attachment C; and upon receipt and approval of invoice(s), the Sacramento-San Joaquin Delta Conservancy (Delta Conservancy) agrees to reimburse Contractor for actual expenditures for said tasks, no more frequently than monthly in arrears, in accordance with the rates specified in Attachment C - Cost. The Delta Conservancy will not accept an invoice for which work has not been approved or is outside of the agreement term and will return the invoice as a disputed invoice to the Contractor.
- A. The Delta Conservancy will only reimburse for expenses incurred during the agreement period.
- B. Progress on tasks and deliverables is to be substantiated in the monthly reports from the Contractor.
- C. Invoices shall be submitted not more frequently than quarterly in arrears and only after the Contractor receives notice of satisfactory completion or acceptance of work progress by the Conservancy's Project Manager. Contractor shall submit one (1) original invoice to the address below:

Sacramento-San Joaquin Delta Conservancy
1450 Halyard Drive, Suite 6
West Sacramento, CA 95691

Invoices must be printed on Contractor's letterhead and must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the task performed under this agreement. Invoices must also at a minimum include the following information:

- Contract agreement number
- Invoice number
- Invoice date
- Performance period
- Description of the work performed
- Itemized cost breakdown by Task and Deliverable at the same or greater level of detail as indicated in this agreement
- Original receipts of actual out-of-pocket expenses (must be pre-approved by the Conservancy Program Manager)
- Total dollar amount being billed for the statement period, within the term of the agreement

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- Contractor's signature

In addition, the Contractor will be required to build the cost of travel into hourly rates as proposed, and must meet State of California travel reimbursement standards.

- D. Quarterly invoices submitted for payment must be submitted within 30 days following the end of each calendar month in which the work was performed and costs incurred in the performance of the Agreement, unless the agreement has reached the expiration/termination date (see item 5 below, "Timely Submission of Final Invoice") or alternate deadline that is agreed to in writing by the Conservancy Program Manager.

Undisputed invoices shall be paid within 45 days of the date received by the Conservancy's Contracted Fiscal Services, Accounts Payable Unit.

Costs and/or expenses deemed unallowable are subject to recovery by the Conservancy, see item 7 below, "Recovery of Overpayments".

- E. Invoices shall be paid based on actual expenses incurred and shall not exceed the total amount of this agreement. In the event actual expenditures differ from the estimated amounts of the budget, the Contractor's Project Representative and the Conservancy's Program Manager may re-negotiate specific line-item amounts provided the overall total project cost does not exceed the total agreement value. See Budget Modifications in # 7 below.

3. STATE BUDGET CONTINGENCY CLAUSE

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

4. FEDERALLY-FUNDED AGREEMENTS

- A. All agreements, except for state construction projects, that are funded in whole or in part by the federal government must contain a 30-day cancellation clause and the following provisions:
- I. It is mutually understood between the parties that this agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that

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would occur if the agreement were executed after that determination was made.

- II. This agreement is valid and enforceable only if sufficient funds are made available to the State by the federal Government for the specified fiscal year and for the purpose of this program. In addition, this agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this agreement in any manner.
- III. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.
- IV. The Conservancy has the option to invalidate the agreement under the 30-day cancellation clause or to amend the agreement to reflect any reduction in funds.

5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927. An incomplete/disputed invoice will be returned to Contractor per Government Code, Chapter 4.5, Section 927.6. Time specified for prompt payment in Government Code, Chapter 4.5, Section 927.4 commences upon submittal of a completed/undisputed invoice.

6. TIMELY SUBMISSION OF FINAL INVOICE

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the Conservancy Program Manager. The final invoice must be clearly marked "**FINAL INVOICE**", thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the Conservancy Program Manager prior to the expiration or termination date of this agreement.

6. REVIEWS

Each party reserves the right to review service levels and billing procedures as these impact charges against this agreement.

7. BUDGET MODIFICATIONS

- A. Changes to the line-item budget within a task may be made (not to exceed 10% of the line item) without formal amendment and not to exceed the total dollar amount of the agreement provided the Contractor adequately documents the need for the changes and all of the following requirements are met:
 - The Contractor submits a written request for budget modification and explains the need for change(s) and specifically identifies item(s) to be reduced or increased.

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- The Conservancy approves such changes in writing prior to implementation. The Conservancy shall have thirty (30) calendar days from receipt of the request to approve or deny the request for the exchange of funds between line items.
- B. Any budget change not meeting the above conditions, including the addition of the new line items, shall be by formal agreement amendment.

8. RECOVERY OF OVERPAYMENT

- A. Contractor agrees that claims based upon a contractual agreement or an audit finding and/or audit finding that is appealed and upheld, will be recovered by the State and/or federal government by one of the following options:
- I. Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment; or
 - II. A repayment schedule which is agreeable in writing to both the State and the Contractor.
- B. The State reserves the right to select which option will be enforced and the Contractor will be notified by the State in writing of the claim option to be utilized.
- C. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached.

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ATTACHMENT C – COST WORKSHEET

Proposed Individual	Classification/Level	Hourly Rate	# of Hours	Extended Cost
TOTAL				

Contractor Name: _____

Contractor's Representative: _____

Contractor's Signature: _____

Phone #: _____

CMAS Contract #: _____

CMAS Category: _____