



REQUEST FOR PROPOSAL

Notice to Prospective Proposers

California Arts Council Creative Strategy Consultant RFP-2018-003

October 16, 2018

You are invited to review and respond to this Request for Proposal (RFP), entitled **RFP-2018-003, California Arts Council Creative Strategy Consultant**. In submitting your proposal, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions, and Contractor Certification Clauses that may be viewed and downloaded at Internet site <http://www.dgs.ca.gov/ols/Home.aspx> (see "Standard Contract Language"). If you do not have Internet access, a hard copy can be provided by contacting the person listed below. The Disabled Veterans Business Enterprise Participation does not apply to this bid.

In the opinion of the California Arts Council (CAC), this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact for this RFP is:

Laura Littlefield
California Arts Council
(916) 322-6379
laura.littlefield@arts.ca.gov

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

Laura Littlefield
Administrative Analyst

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A. Purpose, Background and Scope of Work

1. Purpose

The purpose of this RFP is to identify a qualified creative consultant or consultant team (contractor) to develop vision and values; strategic framework; and brand identity and messaging that are bold and innovative with a forward-thinking approach. A single contract will be awarded for a 13-month period (January ~~2018~~ **2019** to February ~~2019~~ **2020**).

For the purposes of this project, the following definitions shall be referenced:

- Values are the core principles that guide and direct the CAC and its culture and vision represents an aspirational direction that promotes growth, both internally and externally.
- Strategic framework is a tool that will serve in place of a traditional strategic plan. The framework will be a clear guide for choosing current and future courses of action, priorities, and policies for the CAC. The CAC includes both appointed Council Members and the state agency staff.
- Brand identity and messaging are the blueprints for external and internal visual, written, verbal, media, and electronic communication of the identity of the CAC. It articulates the vision and values of the CAC and tells a story that makes an impact on the CAC's stakeholders.

2. Background: About the California Arts Council

The California Arts Council is a state agency dedicated to advancing California through the arts and creativity.

The agency is headed by an Executive Director, appointed by the Governor. The budget, policies, and allocations for local assistance grantmaking are set by a policy Council consisting of 11 Council Members; one appointed by the Senate, one by the Assembly, and nine by the Governor. The members serve terms of either two, three, or four years. Gubernatorial appointees are not reappointed more than once. The Council is led by a Chair and Vice Chair, as elected by the Council.

The Council meets approximately five times a year in various locations around the state, setting priorities and policies for the agency's local assistance grantmaking and voting on Council committee recommendations regarding grants. All Council meetings are subject to the Bagley-Keene Open Meeting Act, a California law governing all state councils, boards, and commissions. It generally requires these bodies to publicly notice their meetings, prepare agendas, accept public testimony, and conduct their meetings in public.

The agency, as led by the Executive Director, is responsible for implementing Council policy for local assistance grant programs in addition to other state operational activities, such as administration of the California Arts in Corrections

Program, administration of the California State Poetry Out Loud program, providing technical assistance to the arts field, fostering interagency partnerships, assisting the Governor in screening and adjudicating applications for California Poet Laureate, administering the California Arts License Plate, administering the Keep Arts in Schools Voluntary Contribution Fund, and many other activities. The Executive Director leads the agency staff, which is comprised of approximately 23 career civil servants.

As determined by the Council's priorities and policies, the CAC currently offers 18 grant programs that serve Californians through project and operational support for arts organizations and community arts programming. A governmental entity is in a unique position to serve constituents that private funders do not reach. A list of current grant programs is available at arts.ca.gov/programs.

The CAC's current mission, vision, and values can be viewed at <http://arts.ca.gov/aboutus/mission.php>.

3. Goal of RFP

With this project, the CAC aims to "break the mold" for strategic planning and develop a new vision, values, and strategic framework that are forward-thinking, bold, innovative and dynamic. The project will also result in brand identity and messaging that are reflective of the CAC's new strategic focus.

The CAC has prioritized the following qualities for this project:

Non-traditional • People-centered • Radical approach to equity in the arts • Diverse perspectives • Straightforward • Intuitive • Agile • Shapes the future of arts • Confronts challenges present in California society today • Addresses sustainability • Fosters broad public and political will • Fosters collaborations with public and private sectors

As an outcome of this RFP, the CAC intends to contract with the selected Proposer through a Standard Agreement as described in this RFP. The CAC anticipates a Standard Agreement will be issued to one (1) Proposer under this RFP.

4. Expected Expertise

Contractor will demonstrate:

- Expertise providing comprehensive creative services including but not limited to:
 - Organizational visioning and values development
 - Strategic planning and/or strategic framework development
 - Communications and brand messaging
- Experience working with the culture and nonprofit fields, especially in California or in similarly diverse and large states or regions.
- Experience working in the areas of racial and economic equity or cultural humility/competency and diversity.

- Experience developing multiple means for research, public input, and planning; and demonstrated ability to effectively engage varied stakeholders, as well as members of the general public.
- Experience incorporating strategies to address racial and economic equity, cultural humility/competency and diversity.
- Experience conducting outreach and authentic engagement with a variety of diverse communities, such as communities of varying economic means, people with differing technical abilities with computers and internet communications, racially and ethnically diverse communities, people with disabilities, rural communities, tribal communities, immigrant and refugee communities, and communities that have principal languages other than English.

5. Scope of Work/Deliverables

As a result of this RFP, the selected Contractor will deliver:

- 1) **Research – due June 2019:** Contractor will conduct necessary research and inclusive constituent outreach to inform all components of the project. Research should include but is not limited to:
 - a) Gathering public input via accessible and equitable methods, such as public forums, focus groups, and online surveys.
 - b) Identifying artists, local community, and key stakeholders to provide input – above and beyond existing CAC contacts – to lift up the voices of individuals and communities who have been historically marginalized and underserved.
 - c) Identify government and private sector (business) entities to provide input
 - d) Gathering input from CAC Council and staff.
 - i) *Engagement with CAC Council must include at least one in-person work session in early 2019.*
 - e) Researching unique considerations for California’s diverse communities considering factors including but not limited to displacement, inequality, cultural diversity, community trauma, rural vs. urban settings.
- 2) **Vision and Values Process – due July 2019:** Contractor will implement the development of CAC vision and values. The Contractor’s process will include, but is not limited to:
 - a) Recommending the methodology by which vision and values are developed.
 - b) Facilitating vision and values dialogue and consensus-building process with CAC Council and staff that focuses on addressing equity in all areas.
 - i) *Engagement with CAC Council must include at least one in-person work session in early 2019.*
 - c) Proactively addressing any necessary actions to achieve organizational culture shift in line with the development of new vision and values.

- d) Developing vision and values statements informed by research and CAC stakeholder dialogue.
 - e) Delivery of final vision and values statements.
- 3) **Strategic Framework – draft due September 2019 & final due December 2019:** Contractor will develop a strategic framework that will serve in place of a traditional strategic plan and create an implementation tool that is practical, adaptive, and innovative.
- a) The framework will address equity in all areas.
 - b) The contractor will develop and recommend the format of the implementation tool.
 - c) The tool will be a clear guide for choosing current and future courses of action, priorities, and policies for the CAC.
 - d) The tool will include measurable goals, timeline, benchmarks and be scalable.
 - e) The tool will be accompanied by all necessary recommendations for successful implementation by the CAC.
 - f) The tool will be accompanied by resources and guidance for measures of evaluation.
- 4) **Brand Identity & Messaging – draft due September 2019 & final due November 2019:** Contractor will develop brand messaging and strategy to build public will aligned with the new strategic framework that will include but is not limited to:
- a) Overarching brand messaging strategy
 - b) Positioning statements & voice
 - c) Key public messages
 - d) Tagline(s) and/or slogan
 - e) Recommendations for visual brand identity
 - f) Style guide
- 5) **Presentation:** Contractor will present final work product of strategic framework to CAC Council Members at a public meeting in December 2019.
- 6) Other work as deemed necessary to fulfill the project goals.

B. Minimum Qualifications for Proposers

- The Proposer must be in good standing and qualified to conduct business in California.
- If a nonprofit, the Proposer must provide proof of nonprofit status.
- The proposing firm or project principal(s) must have a minimum of five years experience and expertise in providing comprehensive creative services including but not limited to:
 - Organizational visioning and values development

- Strategic planning and/or strategic framework development
- Communications and brand messaging
- The proposing firm or project principal(s) must have a minimum of three years experience in working with the culture and nonprofit fields, especially in California or in similarly diverse and large states or regions.
- The proposing firm or project principal(s) must have a minimum of three years experience in working in the areas of racial and economic equity or cultural humility/competency and diversity.
- The proposing firm or project principal(s) must have a minimum of three years experience in developing multiple means for research, public input, and planning; and demonstrated ability to effectively engage varied stakeholders as well as members of the general public.
- The proposing firm or project principal(s) must have a minimum of three years experience in conducting outreach and authentic engagement with a variety of diverse communities, such as communities of varying economic means, people with differing technical abilities with computers and internet communications, racially and ethnically diverse communities, people with disabilities, rural communities, tribal communities, immigrant and refugee communities, and communities that have principal languages other than English.

C. Proposal Requirements and Information

1. Key Action Dates

| EVENT | DATE | TIME |
|---|---|--|
| RFP Available to Prospective Proposers | October 17, 2018 | 12 p.m. |
| Final Date for Submission of Questions on RFP | November 5, 2018 | 12 p.m. |
| All Questions Answered and Posted Online | November 8, 2018 | 5 p.m. |
| Final Date to Submit Protests of RFP Requirements (see Section C.8) | October 30, 2018 | 5 p.m. |
| Final Date for Proposal Submissions | November 30, 2018 December 13, 2018 | 5 p.m. |
| Closed Session Committee Review of Proposals | December 3, 2018 December 17, 2018 December 18, 2018 December 19, 2018 December 20, 2018 | 10:30 a.m. 9:00 a.m. 12-9:00 a.m. 9:00 a.m. 9:00 a.m. |
| Notice of Intent to Award | December 4, 2018 December 20, 2018 December 27, 2018 | 12 p.m. |
| Proposed Award Date | December 14, 2018 January 2, 2019 January 7, 2019 | 12 p.m. |

2. Work Schedule Requirements

Work must start on ~~January 1, 2019~~ **January 21, 2019**, and conclude 13 months after the start date of the contract, dependent upon approval of this contract by the California Department of General Services, if required. The contract term is for a maximum of 13 months. The CAC reserves the right to extend the contract on a pro-rated basis for no more than 90 days if unforeseen events require additional work beyond the 13-month contract period. The extension shall be by mutual agreement between the Contractor and the State. The terms, conditions and prices for the contract extension shall be by mutual agreement between the Contractor and the State. If a mutual agreement cannot be met, the contract may be terminated at the end of the current contract term.

The timeline and milestones for payment will be developed between the CAC and the Contractor once the award of this contract has been finalized. Post-contract award revisions to timeline and finish date are subject to approval by the CAC.

The Contractor is expected to maintain communication with CAC staff throughout the contract period on a weekly basis at minimum. The Contractor may work from their own office location; however, a minimum of two in-person meetings with CAC staff in Sacramento are required. The Contractor will have completed the scope of work and contract of this RFP 13 months from the onset of the contract date.

3. Proposal Requirements

In addition to the required checklist (Attachment 1), below are the required elements to complete the RFP proposal.

A proposal lacking the Proposer's name, address, email address, telephone number and/or any required document may be deemed non-responsive. The proposal must have a header that includes the following: (1) name of the proposing individual; and, (2) page numbers that include total pages (ex: Page 1 of 10).

- a) **Proposal / Proposer Certification Sheet:** Complete and attach the Proposal/Proposer Certification Sheet (Attachment 2).
- b) **Summary Letter:** A summary letter to introduce the responding Proposer(s). Provide a brief individual or firm history and summary. Please express the individual or firm's ability and desire to meet the requirements of this RFP. The evaluation committee should be able to determine the essence of the proposal and generally how well it meets the requirements by reading this summary.

- c) **Demonstration of Minimum Requirements:** A completed response to the Demonstration of Minimum Requirements.
- d) **Experience Conducting Related Projects:** A narrative description of the individual or firm's experience with related projects. Explain to what extent and in what way the proposing firm and/or project principals have experience in developing vision and values; strategic framework and/or strategic planning; and brand messaging. A list of examples should be included in this section of the response, including dates of past activities and the role of the Proposer in each project.
- e) **Methodology and Approach:** A detailed description of the methodology and approach the Proposer would utilize for this project, including a monthly timeline with key benchmarks. The methodology and approach should include proposed strategies to address racial, geographic, and economic equity. The methodology and approach should address all of the project components, including:
- Research
 - Vision and Values Process
 - Strategic Framework
 - Brand Identity & Messaging
 - Presentation
- f) **Work Samples:** Proposer must provide a USB Flash Drive containing actual work samples. A minimum of three sample strategic plans or organizational framework files and three sample brand strategy or brand messaging documents must be included. Additional samples may include graphic design samples, research documents, presentation materials, communications materials, etc. Clearly mark your USB flash drive with Proposer's name.
- g) **Project Personnel:** Bio(s) of individual(s) proposing to provide services.
- h) **Cost Proposal Worksheet:** List all Proposer fees for the completion of the project, according to this RFP. Travel-related expenses are part of the contract and cannot be billed as extras beyond the contract bid. Proposals should reflect these expected expenses accordingly.
- i) **Proposer References:** Submit names, addresses, telephone numbers, and email addresses of three clients for whom the Proposer has provided comparable services and activities as referenced in this RFP. The CAC may check references listed by the Proposer. Please verify that the contact information provided is up to date.

- j) **Acceptance of Terms and Conditions:** The Proposer must check the appropriate box and sign the Acceptance of Terms and Conditions (Attachment 11).

If the Proposer marks the second box, the required additional materials must be provided. An “exception” includes any addition, deletion, or other modification.

If exceptions are identified, the Proposer must also submit (1) a red-lined version of the Terms and Conditions that implements all proposed changes, and (2) a written explanation or rationale for each exception and/or proposed change.

4. Cost Detail

The total costs of all tasks of this RFP cannot exceed **\$120,000** total, including travel costs, parking, and mileage. The CAC anticipates that the services will start on ~~January 1, 2018~~ **January 21, 2019**, and conclude 13 months after the start date of the contract, depending upon approval of this contract by the California Department of General Services, if required. Use the Cost Proposal Worksheet (Attachment 9) as a guide in preparing your cost proposal.

5. Submission of Proposal

- a) Proposals should provide straightforward and concise descriptions of the Proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies, or misstatements may be cause for rejection of a proposal.
- b) The proposal package should be prepared by the least expensive method.
- c) All proposals must be submitted under **sealed** cover and sent to CAC by dates and times shown in the **Proposal Requirements and Information - Key Action Dates (page 7)**. Proposals received after this date and time will not be considered.
- d) A minimum of four copies plus the original of the proposal must be submitted.
- e) The original proposal must be marked “ORIGINAL COPY.” All documents contained in the original proposal package must have original signatures and must be signed by the individual Proposer. All additional proposal sets may contain photocopies of the original package.
- f) The proposal envelopes must be plainly marked with the RFP number and title, the Proposer's name and address, and must be marked with “DO NOT OPEN,” as shown in the following example:

J.P. Bidder
XYZ Consultant Group
123 Main Street
Somewhereville, CA 90000

RFP-2018-003
California Arts Council Creative Strategy Consultant
DO NOT OPEN

- g) If the proposal is made under a fictitious name, business title or abbreviated name, the actual legal name of Proposer must be provided.
- h) Proposals not submitted under sealed cover and marked as indicated may be rejected.
- i) All proposals shall include the documents identified in the Required Attachment Checklist (Attachment 1). Proposals not including the proper “required attachments” shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements and may be rejected.
- j) Mail or deliver proposals to the following address:

Laura Littlefield
Associate Governmental Program Analyst
California Arts Council
1300 I Street, Suite 930
Sacramento, CA 95814
Re: “Creative Strategy Consultant RFP”
- k) Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and may cause a proposal to be rejected.
- l) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive an immaterial deviation in a proposal. The State’s waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the agreement.
- m) Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the Proposer and shall not be charged to the State of California.

- n) An individual who is authorized to bind the proposing firm contractually shall sign the Proposal/Proposer Certification Sheet (Attachment 9). The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- o) A Proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the submission deadline as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
- p) A Proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the Proposer or an authorized agent. A Proposer may thereafter submit a new proposal prior to the submission deadline. Proposals may not be withdrawn without cause subsequent to the submission deadline.
- q) The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- r) The awarding agency reserves the right to reject all proposals. The agency is not required to award an agreement.
- s) Before submitting a response to this solicitation, bidders should review, correct all errors, and confirm compliance with the RFP requirements.
- t) The State does not accept alternate contract language from a prospective Contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- u) No oral understanding or agreement shall be binding on either party.

6. Evaluation Process

- a) At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
- b) Proposals that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Proposer, may be rejected.
- c) Award, if made, will be to the highest-scored responsible and responsive proposal.

7. Proposal Evaluation

The initial review of the proposals will confirm that all information has been submitted in conformity with the requirements of this RFP. The absence of required information will cause a proposal to be deemed nonresponsive and may result in the proposal’s disqualification. Responsive proposals will then be scored according to the criteria below. The scoring criteria and the corresponding maximum points of each criterion are as follows:

| <u>Scoring Criteria</u> | <u>Maximum Possible Points</u> |
|---|--------------------------------|
| Summary Letter..... | 10 |
| Demonstration of Minimum Requirements | 25 |
| Experience in Conducting Related Projects | 25 |
| Methodology and Approach..... | 40 |
| Work Samples..... | 15 |
| Project Personnel..... | 15 |
| Cost of Proposal*..... | 60 |
| References..... | 10 |
| Total Possible Points | 200 |

The following point scale will be used to score the responses to each criterion except with regard to Cost of Proposal*.

Percent of Maximum Points Allotted to Particular Criterion

100 to 91% of the points will be given for responses that exceed the expectations of the criteria backed by clear, detailed submission that demonstrates that the candidate has experience that includes both comparable projects and tangential projects and can provide unusual or exemplary insight to benefit the project. Candidate could likely provide thought leadership on the subject.

90 to 81% of the points will be given for responses that meet the expectations of the criteria backed by adequate clear, detailed submission that demonstrates that the candidate has performed all of the specific duties required by the project and is very likely to deliver the required outcome.

80 to 61% of the points will be given for responses that meet the expectations backed by clear, detailed submission that demonstrates the candidate has performed at least some of the specific duties required by the project and is likely to deliver the required outcome.

60 to 24% of the points will be given for responses that meet the expectations of the criterion backed by clear, detailed submission. The

candidate may not have performed the specific duties represented in the current project, but has related experience and demonstrates how that related experience can be leveraged to successfully fulfill the needs of the project.

25 to 1% of the points will be given for responses that hint at the candidate's ability to meet the criteria, but leave panelists with multiple questions about their ability to leverage their experience to meet the needs of the project.

0% of the points will be given for responses that do not adequately demonstrate the candidate's ability to meet the criteria due to a lack of a clear, detailed response.

* Cost of Proposal: The highest score for this criterion is given to the proposer with the lowest overall bid. Scores for other proposers are given by standard formula in relationship to the lowest bid submitted. For example, if the lowest bid is \$110,000, that bid will be awarded the full point value of 60. If another bid comes in at \$115,000, that bid will be awarded 57 points ($\$110,000/\$115,000 \times \text{full point value}$).

8. Award and Protest

- a) Notice of the proposed award shall be posted on our website at www.arts.ca.gov and in a public place in the office of the CAC; 1300 I Street, Suite 930; Sacramento, CA 95814, for five working days prior to awarding the agreement.
- b) If any Proposer determines that this RFP unnecessarily restricts their ability to submit a responsive proposal, the Proposer is allowed to submit a protest by the date listed in the Key Action Dates section (page 5).
- c) All protests must be made in writing and must contain a statement of the reason for protest, citing the law, rule, regulation, or procedures on which the protest is based. The protester must provide facts and evidence to support the claim. Protests will be heard and resolved by the Deputy Director of the California Arts Council, whose decision will be final.
- d) Failure by any Proposer to raise any concern related to the solicitation requirements or a failure of a referenced internet link by the relevant Key Action Date will be deemed a waiver of any claim regarding the contract award relating to the solicitation requirements.
- e) Protests must be mailed or delivered to:

California Arts Council

Attn: Deputy Director
1300 Street, Suite 930
Sacramento, CA 95814

- b) If any Proposer, prior to the award of agreement, files a protest with the CAC and the Department of General Services (DGS), Office of Legal Services (OLS), 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) Proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or DGS has decided the matter. It is suggested that you submit any protest by certified or registered mail.
- c) Within five days after filing the initial protest, the protesting Proposer shall file with the DGS, OLS, and CAC a detailed statement specifying the grounds for the protest. If a protest is filed, this contract will be awarded upon resolution.

9. Disposition of Proposals

- a) Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b) Proposal packages may be returned only at the Proposer's expense, unless such expense is waived by the awarding agency.

10. Agreement Execution and Performance

- a) Performance shall start not later than 14 days, or on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's proposal price and the actual cost of performing work by another contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

D. Preference Programs

Small Business Preference – www.pd.dgs.ca.gov/smbus/default.htm. Certified, responsive and responsible Proposers with State of California Small Business designation will receive an additional 5% of the total points awarded to the highest scored responsive and responsible non-small business bidder (per State Contracts Manual Volume 1, Chapter 8, Section 8.2). A bidder may claim the Small Business

and/or Micro Business preference if the bidder submits a complete application for certification to the DGS/OSDS by 5:00 p.m. on November 30, 2018.

E. Standard Agreement (STD 213)

Standard Agreement (STD 213) is for reference only. A Sample of the Standard Agreement (STD 213) can be viewed at: www.ols.dgs.ca.gov (see "Forms"). It does not need to be filled out and submitted at this time.

Standard contract language for terms and conditions (see Attachment 3) referred to in STD 213 may be viewed at: www.documents.dgs.ca.gov/ols/GTC-610.doc.

F. General Terms and Conditions

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any

person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the

awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a) The Government Code Chapter on Antitrust claims contains the following definitions:
 - i) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - ii) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b) In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid.

Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

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

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under

Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a) If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

G. Additional Provisions

The following provisions are applicable to this RFP and are made available to the Proposer in this RFP.

1. Budget Contingency Clause - State

- 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.

2. Budget Contingency Clause - Federal

- a) It is mutually understood between the parties that this contract 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 would occur if the contract were executed after that determination was made.
- b) This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year 2018/19 for the purpose of this program. In addition, this contract 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 contract in any manner.
- c) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- d) The department has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

3. OPERATING HOURS

Normal CAC operating hours are 8 a.m. to 5 p.m. Monday through Friday. Specific work hours of the consultant are flexible, although meetings will take place during regular business hours.

4. CULTURAL COMPETENCE

- a) The Contractor shall operate a culturally competent program. Cultural competence refers to the process by which individuals and systems respond respectfully and effectively to people of all cultures, languages, classes, races, ethnic backgrounds, disabilities, religions, genders, sexual orientation, and other diversity factors in a manner that recognizes, affirms, and values the worth of individuals, families, and communities, and protects and preserves the dignity of each.
- b) There are five essential elements that contribute to a system's ability to become more culturally competent. The system should (1) value diversity,

(2) have the capacity for cultural self-assessment, (3) be conscious of the dynamics inherent when cultures interact, (4) institutionalize cultural knowledge, and (5) develop programs and services that reflect an understanding of diversity between and within cultures. These five elements shall be manifested in every level of the service delivery system. They shall be reflected in attitudes, structures, policies, and services.

5. INTELLECTUAL PROPERTY CONSIDERATIONS

- a) The collective work created under this contract shall be considered a work for hire.
- b) Contractor shall acquire and transfer to the CAC in written form all necessary rights and permissions for ideas and/or images use without restriction.

6. DISPUTES RESOLUTION

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for Information Technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.

- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

7. AMENDMENTS

No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

8. CONTRACTOR EVALUATIONS

Contractor performance will be evaluated and documented using the following guidelines:

- a) One Contract/Contractor Evaluation, form STD 4, must be prepared within 60 days of the completion of the contract.
- b) The agency shall document the performance of the Contractor in doing the work or in delivering the services for which the contract was awarded.
- c) The evaluations shall remain on file by the agency for a period of 36 months. If the Contractor did not satisfactorily perform the work or service specified in the contract, the agency conducting the evaluation shall place one copy of the unsatisfactory evaluation form in a separate agency contract file and send one copy of the form to DGS/OLS within five working days of completion of the evaluation.
- d) Upon filing an unsatisfactory evaluation with DGS/OLS, the State agency shall notify and send a copy of the evaluation to the Contractor within 15 days. The Contractor shall have 30 days to submit a written response to the evaluation to the agency in the department under the contract and to send it to the awarding agency and the department. The Contractor's response shall be filed with the evaluation in the agency's separate contract file and in DGS/OLS files.
- e) The evaluations and Contractor responses on file with the agencies and DGS/OLS are not public records. They should be maintained in a separate file.

9. FAILURE TO PERFORM SERVICES

I.

- a) Should the Contractor fail to adequately perform the services under the terms of the Agreement, the Contractor shall not be permitted to continue to perform services. The CAC shall state in writing the reasons the Contractor does not meet the Agreement standards.
- b) The CAC will not be required to pay the Contractor for any hours worked during the period of inadequate performance. The Contractor is required to comply with any corrective actions issued as a result of a performance evaluation.
- c) Failure to provide and/or improve services within the time frame established may result in sanctions for non-compliance. Continued failure may result in a termination of the Agreement.

H. Required Attachments

Refer to the following page to review the required items from the checklist to complete the RFP proposal.

ATTACHMENT 1: REQUIRED ATTACHMENT CHECKLIST

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

| <u>Attachment</u> | <u>Attachment Name/Description</u> |
|---------------------|--|
| _____ Attachment 1 | Required Attachment Check List (this page) |
| _____ Attachment 2 | Proposal/ Proposer Certification Sheet |
| _____ Attachment 3 | Summary Letter |
| _____ Attachment 4 | Demonstration of Minimum Requirements Worksheet |
| _____ Attachment 5 | Narrative: Experience Conducting Related Projects |
| _____ Attachment 6 | Narrative: Methodology and Approach |
| _____ Attachment 7 | Work Samples (USB Flash Drive) |
| _____ Attachment 8 | Project Personnel |
| _____ Attachment 9 | Cost Proposal Worksheet |
| _____ Attachment 10 | Proposer References |
| _____ Attachment 11 | Acceptance of Terms and Conditions (see Section F) |
| _____ Attachment 12 | Payee Data Record (STD 204) can be found on the internet at: http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf |
| _____ Attachment 13 | Darfur Contracting Act can be found on the internet at: www.documents.dgs.ca.gov/pd/poliproc/darfurpcc10478.doc |
| _____ Attachment 14 | California Civil Rights Laws Attachment can be found on the internet at: https://www.documents.dgs.ca.gov/dgs/FMC/DGS/OLS004.pdf |
| _____ Attachment 15 | OPTIONAL. Small Business/Micro Business certification letter from DGS/OSDS (see more at: http://www.dgs.ca.gov/pd/Programs/OSDS/SBEIeligibilityBenefits.aspx) |

This checklist is not meant to be exhaustive. If the Proposer needs to add additional documents to satisfy the need for information as outlined in this RFP or desires to add information in order to make the bid more competitive, the Proposer should do so.

ATTACHMENT 2: PROPOSAL/PROPOSER CERTIFICATION SHEET

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

- A. Place all required attachments behind this certification sheet.
- B. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

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

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

Instructions for Completion of Proposal/Proposer Certification Sheet

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

| Item Numbers | Instructions |
|----------------|--|
| 1, 2, 2a, 3 | Must be completed. These items are self-explanatory. |
| 4 | Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business. |
| 5 | Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit. |
| 6 | Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals. |
| 7 | Enter your federal employee tax identification number. |
| 8 | Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California. |
| 9 | Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured. |
| 10, 11, 12, 13 | Must be completed. These items are self-explanatory. |
| 14 | If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR. |

ATTACHMENT 3: SUMMARY LETTER

Proposer must submit a summary letter to introduce the responding Contractor(s). Provide a brief individual or firm history and summary. Please express the individual or firm's ability to meet the requirements of this RFP. The evaluation committee should be able to determine the essence of the proposal and generally how well it meets the requirements by reading this summary.

ATTACHMENT 4: DEMONSTRATION OF MINIMUM REQUIREMENTS WORKSHEET

Use additional pages as necessary

1. Describe the extent to which the proposing firm or each project principal(s) have expertise and experience in providing comprehensive creative services including, but not limited to:
 - a. Organizational visioning and values development
 - b. Strategic planning and/or strategic framework development
 - c. Communications and brand messagingSpecify the number of years of experience in each area.

2. Describe the proposing firm or each project principal(s) experience in working with the culture and nonprofit fields, especially in California or in similarly diverse and large states or regions. Specify the number of years of experience.

3. Describe the proposing firm or each project principal(s) experience in working in the areas of racial and economic equity or cultural humility/competency and diversity. Specify the number of years of experience.

4. Describe the proposing firm or each project principal(s) experience in developing multiple means for research, public input, and planning; and demonstrated ability to effectively engage varied stakeholders, as well as members of the general public. Specify the number of years of experience.

5. Describe the proposing firm or each project principal(s) experience in conducting outreach and authentic engagement with a variety of diverse communities, such as communities of varying economic means; people with differing technical abilities with computers and internet communications; racially and ethnically diverse communities; people with disabilities; rural communities; tribal communities; immigrant and refugee communities; and communities that have principal languages other than English. Specify the number of years of experience.

ATTACHMENT 5: NARRATIVE: EXPERIENCE IN CONDUCTING RELATED PROJECTS

Proposer must submit a narrative description of the individual or firm's experience with related projects. Explain to what extent and in what way the proposing firm and/or project principals have experience in developing vision and values; strategic framework and/or strategic planning; and brand messaging. A list of examples should be included in this section of the response, including dates of past activities and the role of the Proposer in each project.

ATTACHMENT 6: METHODOLOGY AND APPROACH

Proposer must provide a detailed description of the methodology and approach the Proposer would utilize for this project, including a monthly timeline with key benchmarks. The methodology and approach should include proposed strategies to address societal and cultural inequities such as race, geography, and socioeconomic status. The methodology and approach should address all of the project components, including:

- Research
- Vision and Values Process
- Strategic Framework
- Brand Identity & Messaging
- Presentation

ATTACHMENT 7: WORK SAMPLES ON USB FLASH DRIVE (only one copy required)

Proposer must provide a USB flash drive containing actual work samples. A minimum of three sample strategic plans or organizational framework files and three sample brand strategy or brand messaging documents must be included. Additional samples may include graphic design samples, research documents, presentation materials, communications materials, etc. Clearly mark your USB flash drive with Proposer's name. This item will not be returned to proposers.

ATTACHMENT 8: PROJECT PERSONNEL – BIO(S)

Proposer must provide a bio(s) of all individual(s) proposing to provide services.

ATTACHMENT 9: COST PROPOSAL WORKSHEET

The selected Contractor will be contracted for a total amount based on hourly fees not to exceed \$120,000 total.

| DIRECT LABOR | HOURS | RATE | TOTAL |
|--------------|---------|-------|----------|
| Title _____ | _____ @ | _____ | _____ |
| Title _____ | _____ @ | _____ | _____ |
| Title _____ | _____ @ | _____ | _____ |
| | | | \$ _____ |

INDIRECT COSTS (OVERHEAD AND FRINGE BENEFITS)

| | | |
|-----------------|-------|----------|
| Overhead Rate | _____ | _____ |
| Fringe Benefits | _____ | _____ |
| | | \$ _____ |

| DIRECT COSTS (EXCEPT LABOR) | QUANTITY | RATE | TOTAL |
|------------------------------------|----------|-------|----------|
| Travel Costs (Itemized*) | _____ @ | _____ | _____ |
| Equipment and Supplies (Itemized*) | _____ @ | _____ | _____ |
| Other Direct Costs (Itemized*) | _____ @ | _____ | _____ |
| | | | \$ _____ |

TOTAL COSTS \$ _____

* Append to this page

ATTACHMENT 10: PROPOSER REFERENCES

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

List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract. If three references cannot be provided, please explain why on an attached sheet of paper.

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

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

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

ATTACHMENT 11: ACCEPTANCE OF TERMS AND CONDITIONS

Instructions: Mark the appropriate choice below and sign this attachment.

1. Proposer accepts The JBE Standard Terms and Conditions in Attachment 3 - Terms and Conditions - without exception.

OR

2. Proposer proposes exceptions or changes to Terms and Conditions (Section F). Proposer must also submit (i) a red-lined version of Section F that implements all proposed changes, and (ii) a written explanation or rationale for each exception or proposed change.

| |
|--------------------------------|
| BY (Authorized Signature) |
| PRINTED NAME OF PERSON SIGNING |
| TITLE OF PERSON SIGNING |

ATTACHMENT 12: PAYEE DATA RECORD (STD 204)

Proposer must complete, sign and submit the Payee Data Record (STD 204, this form can be found on the Internet at:

<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>).

ATTACHMENT 13: DARFUR CONTRACTING ACT

Proposer must complete, sign and submit the Darfur Contracting Act Form, which can be found on the internet at:

www.documents.dgs.ca.gov/pd/poliproc/darfurpcc10478.doc.

ATTACHMENT 14: CALIFORNIA CIVIL RIGHTS LAW ATTACHMENT

Proposer must complete, sign and submit the California Civil Rights Law Attachment, which can be found at: <https://www.documents.dgs.ca.gov/dgs/FMC/DGS/OLS004.pdf>

ATTACHMENT 15: SMALL BUSINESS/MICRO BUSINESS CERTIFICATION LETTER (OPTIONAL)

This document is only available after acceptance of application to DGS's Small Business certification process, if applicable; nonprofit corporations are not eligible for small business certification. Certification must be complete by RFP evaluation date for consideration. See more at

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