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REQUEST FOR PROPOSAL - Secondary
Release date: Tuesday, December 24, 2019

Notice to Prospective Proposers
Single Award

California Arts Council Programs Evaluation Consultant - RFP-2019-002

You are invited to review and respond to this Request for Proposal (RFP) pursuant to Public Contract Code sections 10340 to 10345 (see State Contract Manual, Volume 1, Section 5.25). In submitting your proposal, you must comply with the instructions listed in the RFP.

In the opinion of the California Arts Council (CAC), this RFP is complete and without need of explanation. If potential bidders have additional questions regarding intent, expectations, or other topics pertaining to this RFP, they may submit an email to Laura Littlefield by **January 7, 2020 by 12:00 p.m.** All questions received by the CAC will be compiled and made available online by **January 10, 2020 at 5:00 p.m.**

The California Arts Council is committed to the accessibility of its online content. If you do not have Internet access and need to obtain a hard copy of this RFP and/or need an interpretation or written translation of this RFP in another language, call (916) 322-6379. Large print is also available upon request.

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

Quick Reference of Important Dates (for all Key Action Dates, go to page 9):
Proposal Submissions Due **February 4, 2020 at 5:00 p.m.**

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Purpose, Background and Scope of Work/Deliverables

1. Purpose

The California Arts Council (CAC) is seeking a qualified full-service evaluation consultant or firm (Contractor) to develop and implement a program evaluation of CAC grant and contract-based funding programs and grantmaking processes. A single contract will be awarded for a 30-month period (March 1, 2019 to August 31, 2022). The CAC will partner with the Contractor to facilitate a collaborative, participatory, and human-centered evaluation design and implementation that will utilize innovative and inclusive methods of data collection, analysis, and reporting.

The primary objectives for the California Arts Council in commissioning this evaluation are to:

- Discern the ways in which we can better ensure equitable distribution of funds
- Increase program participation for historically marginalized communities
- Maximize the impact of our support for the arts across California's diverse communities

The Contractor will develop and execute a multi-tiered program evaluation in order to:

- Conduct a comprehensive *field scan* of the nonprofit arts ecosystem and arts funding ecosystem in California
- Evaluate the funding *portfolio* at the CAC to identify overlaps in funding opportunities and gaps in support to the field
- Evaluate the grantmaking *processes* of the CAC in order to promote equity, efficiency, and effectiveness
- Evaluate the overall alignment of the CAC's programs with the new *strategic framework*

This evaluation will culminate in a series of recommendations that will inform future programming decisions, identify areas of growth and opportunity, optimize organizational effectiveness, and mitigate systemic barriers to arts funding. A key outcome of the evaluation process will be to embed ongoing evaluative thinking into the CAC's grantmaking and contracting practices.

The CAC reserves the right to extend the contract on a prorated basis if the project requires additional work beyond the 30-month contract period. The extension shall be by mutual agreement between the Contractor and the State. Any extension and related terms, conditions and prices shall be by mutual agreement between the Contractor and the CAC. If a mutual agreement cannot be met, the contract may be terminated at the end of the initial contract term (August 31, 2022).

2. Proposal Components

To be considered, a Proposer must submit a complete proposal. In addition to the **required checklist (Attachment 1)**, below are the required elements to complete your 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 (e.g., 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, a statement of your values and how they inform your approach, and a summary of related projects. Please clearly and succinctly demonstrate 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 how well it meets the requirements by reading this summary.**
- c) **Demonstration of Minimum Requirements:** Proposers must provide a complete response to the Demonstration of Minimum Requirements.
- d) **Methodology and Approach:** A detailed description of the methodology and approach the Proposer would utilize for this project, including a timeline with budget estimates and key benchmarks. Budget estimates should be delineated by Contractor fees and direct marketing costs and should match the attached Cost Proposal Worksheet. The methodology and approach should address the scope of work outlined in Section A Item 5.
- e) **Work Samples:** Proposer must provide one USB Flash Drive containing actual work samples. A minimum of three sample organizational or program evaluations, evaluation plans, logic models or theories of action/change, or business process models or maps must be included. Additional samples may include research documents, presentation materials, communications materials, etc. For each work sample submitted, proposers should explain what the work sample is intended to convey (demonstration of minimum requirements, creativity, problem solving capacity, your data-driven approach, etc.). Clearly mark your USB flash drive with Proposer's name.

- f) **Project Personnel:** Proposers must include detailed biography(s) of individual(s) proposing to provide services.
- g) **Partnership Agreement Letter:** If a proposal included a partnership between two or more individuals or firms, a signed Letter of Agreement from all partners' leadership confirming their intention to work together is required. The letter should outline the specific roles and responsibilities each partner will be responsible for.
- h) **Cost Proposal Worksheet:** List all Proposer fees and direct costs 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 10).

If the Proposer marks the second box (Proposer proposes exceptions or changes to Terms and Conditions), 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.

3. Background about the California Arts Council

The CAC is a state agency dedicated to building public will and resources for the arts; fostering accessible arts initiatives that reflect contributions from all of California's diverse populations; serving as a thought leader and champion for the arts; and providing relevant programs and services.

Funding for the agency comes primarily from the California State General Fund at the direction of the Governor and the State Legislature. The CAC also receives

funds from the National Endowment for the Arts, the Arts License Plate initiative, and the Keep Arts in Schools voluntary tax contribution fund.

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

Current strategic planning goals include:

1. Ensure strong support for the arts statewide among the public, elected officials, and decision makers.
2. Ensure the CAC's work is reflective of California's diverse populations and accessible to all.
3. Establish the CAC as a leading authority and champion for the arts in California, regionally, and nationally.
4. Ensure programmatic excellence, effectiveness, and relevance in all the CAC's programs and services.

The CAC is currently undergoing a revision of our strategic plan that will eventuate in a new strategic framework in January 2020. A central goal of this project will be to assess current CAC programs and grantmaking processes in terms of their alignment with the new framework.

4. Background on CAC Programs

The CAC's programming aims to realize the mission and vision of the agency, allowing all Californians to thrive via public support for creativity and the arts. Currently, the CAC has 18 grant programs providing project-based and general operating support for the arts, including intersectional work in education, reentry after incarceration, community engagement and empowerment, creative placemaking, artist residencies, media, and veterans services, and with justice system-involved youth, historically underserved populations, and individuals with disabilities.

Through an interagency partnership with the California Department of Corrections and Rehabilitation, the CAC also funds a growing number of organizations who coordinate arts classes within all 35 adult correctional institutions in the state. These organizations are funded through a contract process rather than through grants.

Additionally, the agency supports the field through numerous initiatives, including Poetry Out Loud, the Poet Laureate program, and the State Cultural Districts program, among others [see Appendix 1 for a full list of current CAC programs and initiatives].

Since 2013, the CAC has experienced a series of increases in our annual budget from the State General Fund. In the 2019-20 fiscal year, the CAC's operating

budget will be approximately \$36.5 million (the vast majority of which goes directly into grants and contracts), versus a total budget of less than \$5 million in 2013-14 Fiscal Year. A comprehensive external evaluation of our programs is critical to ensure that we continue to utilize these funds for maximum impact for the people of California and supporting individual and community vitality through the arts and creativity.

5. Scope of Work/Deliverables

The contract period is March 1, 2019 – August 31, 2022 (30 months). All print materials must be visually accessible, and public presentations must be accessible to individuals with visual and auditory impairments.

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

1. **Research and Planning** - due June 2020

The Contractor will develop and facilitate an inclusive planning process that engages the Council, staff, and key stakeholders. Documented evaluation design questions and methodologies should ensure rigorous and innovative qualitative and quantitative data collection and analysis. This could include the development of evaluation questions, data collection instruments, logic models and theories of actions, interview questionnaires, and story reports. The Contractor will collaborate with agency staff on the planning and execution of public input efforts including in-person, virtual and/or written input (via online surveys and/or other means).

2. **Evaluation Plan** - due September 2020

The plan timeline should outline the project's trajectory through identified milestones, reporting periods, and scheduled collaboration with CAC staff and Council. The plan should include response to the new strategic framework (to be released in January 2020), as well as data collection and analysis timelines. This should also include scheduled interviews with key participants, such as grantees and contractors, staff and Council members, as well as analysis of existing data sets (applications, final reports, prior external program evaluations, etc.).

3. **Evaluation - Reporting/Presentations**

The reports and presentations should align with the Evaluation Plan and include:

- a. **Quarterly oral and/or written reports** - ongoing throughout contract period
 - Provide progress on the evaluation, methods, and ongoing analysis
- b. **California Arts Ecosystem Field Scan Report** - March 2021
 - Outward-facing report that identifies key metrics of California nonprofit landscape, including number of operational arts

nonprofits, geographic breakdowns, leadership and participant demographics, organizational operating budgets, etc., as well as the California arts funding ecosystem identifying sources of arts funding available statewide and on the local level. The report should be accompanied by an Executive Summary and should include creative and accessible data visualization.

c. **Presentation of preliminary findings** - June 2021 and March 2022

- Presentation at two public forums, which will include staff, Council, grantees, contractors, and other community stakeholders

c. **Theory of Change to guide grant programs portfolio development** - draft due March 2022/ final due August 2022

d. **Annotated business process model** - draft due March 2022/ final due August 2022

e. **Final narrative report** - draft due March 2022 / final due August 2022

- This report will be primarily internally facing, the intended audience being members of the Council and staff. The report will include methodology, findings, analysis, and recommendations on how to 1) increase efficiency, effectiveness, and impact in our grantmaking processes; 2) refine specific grant programs and the programs portfolio as a whole to better serve the needs of our constituents; and 3) maximize alignment with the new strategic framework. The report should be accompanied by an Executive Summary that can be publicly presented and should include creative and accessible data visualization.

6. Expected Competency and Minimum Qualifications

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

Proposers should review, understand, and meet the minimum qualifications below before submitting a proposal.

Minimum qualifications for this project are:

- The proposing firm must have expertise and focus in conducting large-scale, mixed methodology program and operations evaluation, preferably in the arts or culture fields; experience with program and operations evaluation in government, community development, urban planning, or nonprofit or related fields is also applicable (at least five years of experience).
- The proposing firm must be able to demonstrate significant understanding of the state of California's arts and culture ecosystem and intersection with geography, culture, economy, and language diversity; the proposer must also have knowledge of national arts and culture landscape, including familiarity with thought leaders, networks, and arts support organizations.

- The proposing firm must have experience developing evaluation methods that provide findings of a statewide scale (experience in states other than California or in large regions equally fulfill this requirement), and ability to deliver evaluation data in academic, plain language, and visually and auditorily accessible formats in order to maximize consumption of the information.
- 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 experience employing a human-centered approach in their work.
- The proposing firm must have experience developing logic models and/or theory of change models and be able to provide examples of these work products.
- The proposing firm must have at least three years of experience in business practice evaluation, including business workflow assessment and efficiency modeling.
- The proposing firm must have the ability to subcontract for needed deliverables.

Proposal Requirements and Information

1. Key Action Dates

EVENT	DATE	TIME
RFP Available to Prospective Proposers	Tuesday, December 24, 2019	2 p.m.
Final Date for Submission of Questions on RFP	January 7, 2020	12 p.m.
All Questions Answered and Posted Online	January 10, 2020	5 p.m.
Final Date to Submit Protests of RFP Requirements (see Section C.8)	January 13, 2020	5 p.m.
Final Date for Proposal Submissions	February 4, 2020	5 p.m.
Closed Session #1: Committee Review of Proposals	February 6-7, 2020, (as needed)	9 a.m.
Closed Session #2: Candidate Interviews	February 12, 2020, (as needed)	30 minutes per interview
Closed Session #3: Committee Discussion & Decision	February 13, 2020, (as needed)	9 a.m.
Notice of Intent to Award	February 17, 2020	2 p.m.
Proposed Award Date	February 25, 2020	12 p.m.

The CAC has developed the above schedule in good faith. Adjustments to the schedule may be made prior to the final date for proposal submissions.

The length and number of days required to review proposals may vary due to the number of received proposals. Please note that references included in any proposal still under consideration may be contacted in the time between any of the Closed Sessions.

The Review Committee may choose to conduct interviews with the top three (3) candidates. If interviews are conducted, interview candidates will be selected based on the score and rank they receive during Closed Session #1. Interviewed candidates will be asked questions on the following topics during a video and/or phone interview: the candidate's values and how they inform their work; examples of activities to achieve racial equity; human-centered methodologies; and, roles and responsibilities of individual team members. **All proposers should ensure a representative (from each partner organization, if applicable) is available on the date listed above for "Closed Session #2: Candidate Interviews."**

Interviews will be scored and ranked according to the review criteria listed in Appendix 4: Interview Scoring Rubric.

2. Work Schedule Requirements

The CAC anticipates that the work related to this RFP will start on or before March 1, 2020. The actual start date is contingent upon approval of an awarded contract resulting from this RFP by the California Department of General Services, Office of Legal Services.

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 twice monthly, at minimum. The Contractor may work from their own office location; however, a minimum of three in-person meetings with CAC staff in Sacramento are required. The Contractor will have completed the scope of work and contract of this RFP 30 months from the onset of the contract date.

3. 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 9)**. Proposals received after this date and time will not be considered.
- d) A complete proposal includes one hard copy of all required components (except work samples) marked "ORIGINAL COPY" AND a USB drive that contains all work samples and one digital copy of all required components.
- e) All documents contained in the original proposal package must have original signatures and must be signed by the individual Proposer.
- 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-2019-XXX
Programs Evaluation 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: "CAC Programs Evaluation 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 2). 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.

4. Proposal Evaluation Process

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.

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.

Award, if made, will be to the highest-scored responsible and responsive proposal.

5. Proposal Evaluation

Due to the specific experience needed in order to fulfill the RFP, the point system set to evaluate proposals is defined in this RFP and follows Public Code Contract process methodology.

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 and point scale included in Appendix 3: Proposal Scoring Rubric.

Read Appendix 3: Proposal Scoring Rubric carefully to fully understand how proposals will be reviewed and scored.

Cost of Proposal

The total costs of all tasks of this RFP, including advertising and marketing expenditures, cannot exceed **\$350,000** total. Use the Cost Proposal Worksheet (Attachment 8) as a guide in preparing your cost 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:

(Lowest Proposer's Cost / Other Proposal) X maximum cost points = cost points for the Other Proposal

EXAMPLE with 60 Cost of Proposal points available

Proposal 1 = \$110,000

Proposal 2 = \$115,000

Proposal 1 = (Lowest Proposer's Cost) 60
Proposal 2 = (110,000 / 115,000) X 60 = 57

After the review and scoring of proposals, the Review Committee may elect to interview the top three (3) candidates, based on their scores and ranks (see Appendix 3: Proposal Scoring Rubric). If interviews are conducted, responses to interview questions will be assessed and scored according to the review criteria listed in Appendix 4: Interview Scoring Rubric.

6. Award and Protest

- a) Notice of the proposed award shall be posted on our website 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 8).
- 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.

7. 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.

8. Agreement Execution and Performance

- a) Performance shall start on a 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 (5) 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.

Preference Programs

The Disabled Veterans Business Enterprise Participation does not apply to this bid.

Small Business Preference

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 February 4, 2020.**

Standard Agreement (STD 213)

Standard Agreement (STD 213) is for reference only. A sample of the Standard Agreement (STD 213) can be viewed under "Forms". It does not need to be filled out and submitted at this time.

All agreements entered into with the State of California will include by reference General Terms and Conditions referred to in STD 213, and Contractor Certification Clauses that may be viewed and downloaded on the Department of General Services website (see “Standard Contract Language”).

General Terms and Conditions

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.

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.

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.

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 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).

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.

DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

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.

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.

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).

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 must comply with the Civil Rights Acts of 1964, as amended; sec. 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; the Drug-Free Workplace Act of 1988; California Government Code secs. 11135-11139.5 (barring discrimination); the Fair Labor Standards Act, as defined by the Secretary of Labor in part 505 of title 29 of the Code of Federal Regulation; the Americans With Disabilities Act of 1990 ("ADA"); the Fair Employment and Housing Act; and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

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

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.

TIMELINESS: Time is of the essence in this Agreement.

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.

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

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.

The Government Code Chapter on Antitrust claims contains the following definitions:

"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.

"Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

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.

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.

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.

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

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

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.

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.

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.

SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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.)

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.)

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).)

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 Contractor 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

- 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.

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 Checklist (this page)
_____ Attachment 2	Proposal/ Proposer Certification Sheet
_____ Attachment 3	Summary Letter
_____ Attachment 4	Demonstration of Minimum Requirements Worksheet
_____ Attachment 5	Narrative: Methodology and Approach
_____ Attachment 6	Work Samples (USB Flash Drive)
_____ Attachment 7	Narrative: Project Personnel
_____ Attachment 8	Partnership Agreement Letter (only required if proposing as a partnership)
_____ 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/SBEligibilityBenefits.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 themselves (and any applicable partners). The summary letter should provide:

- 1.** A brief individual or firm history (for all partners, if applicable);
- 2.** A statement of your values and how they inform your approach;
- 3.** A summary of the individual, firm's, or partnership's ability to meet the requirements of this RFP; and,
- 4.** A brief summary of how the individual, firm, or partnership will approach the project, including how roles and responsibilities will be divided amongst the project team and/or partners.

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. List the address of the proposer's place of business (NOT required to be in California).
2. List the name and contact information for the representative(s) we should contact should interviews take place (see Key Dates, page 9). If your proposal includes a partnership, one representative should be listed for each partner organization. Include a sentence detailing each individual's role in the project team.
3. Describe the extent to which the proposer has expertise and experience in conducting large-scale, mixed methodology program and operations evaluation, preferably in one or more of the following areas:
 - Arts and culture
 - Government
 - Community development
 - Urban planning
 - Related nonprofit fields (e.g. health and human services, education, etc.)Provide details and specify the number of years of experience in each area.
4. Describe the proposer's experience in working in the areas of racial and economic equity or cultural humility/competency and diversity. How has the proposer approached access and equity within their own organization? How has the proposer used equity as the central lens for program evaluation for previous clients? (See also Cultural Competence, page 23.)
5. Describe the proposer's experience in employing a human-centered approach to evaluation projects. What would a human-centered approach look like for the proposed project?
6. Describe the proposer's experience developing evaluation methods that provide statewide findings (experience in states other than California or in large regions equally fulfill this requirement) for both specialist and non-specialist audiences. Please describe proposer's experience with and ability to provide visually and auditorily accessible reports.
7. Describe the proposer's experience working with and understanding of the state of California's arts ecosystem and its intersection with geography, culture, economy, and language diversity. How would the proposer ensure they are reaching members of this ecosystem who do not have an established/previous relationship with the Arts Council?
8. Describe the proposer's background with national arts and culture landscape.

ATTACHMENT 5: METHODOLOGY AND APPROACH

Proposer must provide a detailed description of the methodology and approach the Proposer would utilize for this project, including a timeline with budget estimates and key benchmarks. Budget estimates should be delineated by Contractor fees and direct marketing costs and should match the attached Cost Proposal Worksheet. The methodology and approach should address the scope of work outlined in Section A Item 5.

ATTACHMENT 6: WORK SAMPLES ON USB FLASH DRIVE (only one copy required)

Proposer must provide one USB Flash Drive containing actual work samples. A minimum of three sample organizational or program evaluations (preferred), evaluation plans, logic models or theories of action/change, or business process models or maps must be included. Additional samples may include research documents, presentation materials, communications materials, etc. For each work sample submitted, proposers should explain what the work sample is intended to convey (demonstration of minimum requirements, creativity, problem solving capacity, your data-driven approach, etc.). Clearly mark your USB flash drive with Proposer's name.

ATTACHMENT 7: PROJECT PERSONNEL – BIO(S)

Proposer must provide detailed bio(s) of all individual(s) proposing to provide services. Each bio should be no more than 1 page.

ATTACHMENT 8: PARTNERSHIP AGREEMENT LETTER (only required if proposing as a partnership)

If a proposal includes a partnership between two or more individuals or firms, a signed Letter of Agreement from all partners' leadership confirming their intention to work together is required. The letter should outline the specific roles and responsibilities each partner will be responsible for.

ATTACHMENT 9: COST PROPOSAL WORKSHEET

The selected Contractor will be contracted for a total amount based on hourly fees not to exceed \$350,000 total.

DIRECT LABOR	HOURS	RATE	TOTAL
Title _____	_____ @	_____	_____
Title _____	_____ @	_____	_____
Title _____	_____ @	_____	_____
		SUBTOTAL	\$ _____
DIRECT MARKETING COSTS (Ad placement, social media promotion, collateral materials, etc.)			
Marketing Costs by Category (Itemized*)		_____	_____
		SUBTOTAL	\$ _____
INDIRECT COSTS (OVERHEAD AND FRINGE BENEFITS)			
Overhead Rate		_____	_____
Fringe Benefits		_____	_____
		SUBTOTAL	\$ _____
OTHER DIRECT COSTS (EXCEPT LABOR)	QUANTITY	RATE	TOTAL
Travel Costs (Itemized*)	_____ @	_____	_____
Equipment and Supplies** (Itemized*)	_____ @	_____	_____
Other Direct Costs (Itemized*)	_____ @	_____	_____
		SUBTOTAL	\$ _____
TOTAL COSTS			\$ _____

* Append to this page

** Generally, only consumable supplies can be included in your proposal budget. If you are requesting equipment or non-consumable supplies, provide budget notes that include a compelling rationale for the expenditures. If the Review Committee finds these expenditures to be non-critical and your proposal is selected, these budget items may be negotiated or eliminated from the final contract budget.

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/SBEligibilityBenefits.aspx>.

Appendix 1: Glossary of Terms

All terms defined here are defined within the context of this RFP.

Field Scan: research into an area of cultural work to understand the overarching make-up of that field, including approximate number of individual and organizational participants, as well as other key data points

Grantmaking Processes: action steps involved in distribution of monies from a funding organization, including guideline and application creation, panel review, contracting, and reporting

Human-Centered Design: design of a project that is based on direct input from the individuals that will be impacted by and involved in that project, in order to promote positive outcomes as identified by those individuals

Non-profit Arts Ecosystem: individuals and organizations that work in the not-for-profit arts field, including 501(c)(3) organizations, as well as unincorporated organizations and artist collectives

Participatory Engagement: cultural work that is centered around the participant as co-creator rather than consumer

Strategic Framework: a document developed with direct input from organization staff, key stakeholders, and constituents that outlines goals, processes, and action steps to further the organization's mission over an established period of time

Appendix 2: List of Current CAC Programs and Initiatives

GRANT PROGRAMS	Program Name
Project Support	Arts and Accessibility
	Artists in Communities
	Arts and Public Media
	Creative California Communities
	Local Impact
	Reentry Through the Arts
	Research in the Arts
	Veterans in the Arts
Youth Support	Artists in Schools
	Arts Education Exposure
	Arts Integration Training
	JUMP Starts
	Youth Arts Action
Operational & Field Support	Cultural Pathways
	Emerging Arts Leaders of Color Fellowship
	Organizational Development
	Professional Development
	State-Local Partners
	Statewide and Regional Networks
Initiatives (partial list)	California Cultural Districts
	Emergency Preparedness
	Poetry Out Loud
	California Poet Laureate
	California Youth Poet Laureate
CONTRACT PROGRAMS	Program Name
	Arts in Corrections

Appendix 3: Proposal Scoring Rubric

Rating/Scoring Criteria	Maximum Possible Points	Point Scale						Proposal Components to be considered when rating
		100 to 91% of the points will be given when	90 to 81% of the points will be given when	80 to 61% of the points will be given when	60 to 24% of the points will be given when	25 to 1% of the points will be given when	0% of the points will be given when	
Meets Requirements of the RFP	25	Candidate could provide thought leadership on the subject; demonstrates proven capacity to centralize equity as the primary evaluation lens, and demonstration of overall cultural competence.	Candidate demonstrates that they meet all RFP requirements to a significant extent. Demonstrates cultural competence as an individual/organization.	Candidate demonstrates that they meet most RFP requirements.	Candidate demonstrates that they meet a few RFP requirements.	Candidate demonstrates that they meet one or two RFP requirements.	There is no evidence the candidate meets any of the RFP requirements.	Summary Letter, Demonstration of Minimum Requirements, Acceptance of Terms and Conditions
Quality of Proposed Project	60	Candidate can provide exemplary insight to benefit the project, specifically around questions of equity and participation.	Candidate is very likely to deliver the required outcome.	Candidate is likely to deliver the required outcome.	It is unclear if the proposed project will fulfill the needs of the RFP.	The proposed project is not fully fleshed out.	The proposed project is not articulated within the proposal.	Summary Letter, Demonstration of Minimum Requirements, Methodology and Approach
Demonstrates Quality in Past Work	15	Candidate has experience that includes both	Candidate has performed all the specific	Candidate has performed at least some of	Candidate may not have performed the	Panelist has multiple questions	Panelist is unable to confidently	Summary Letter, Work Samples,

		comparable projects and tangential projects; work samples demonstrate ability to provide reports that are visually and auditorily accessible.	duties required by the project.	the specific duties required by the project.	specific duties represented in the current project but has related experience.	about the candidate's ability to leverage their experience to meet the needs of the project.	assess the criteria due to lack of information or clarity.	Project Personnel, References
Alignment of Values	20	Candidate is leading their field in human-centered, racially equitable approaches to their work and could provide thought leadership on the subject.	Candidate has demonstrated a commitment to racial equity and a human-centered approach in their work.	Candidate has demonstrated a human-centered, racially equitable approach in the past but has not led such a process.	Candidate may not have used a human-centered approach or addressed racial equity in their work, but they understand the concepts.	Panelists has multiple questions about how the candidate's understanding of human-centered or racially equitable approaches.	There is no evidence the candidate understands racial equity issues or employs a human-centered approach.	Summary Letter, Demonstration of Minimum Requirements, Methodology and Approach, Work Samples
Realistic Resource Allocation	15	Resources are appropriately allocated and fully leveraged in the best interest of taxpayers.	Resources are appropriately allocated.	Panelist has one or two questions about why resources are allocated as they are.	Panelist has a few questions about why resources are allocated as they are.	Panelist has significant questions about why resources are allocated as they are.	Panelist is unable to confidently assess the criteria due to lack of information or clarity.	Summary Letter, Project Personnel, Methodology and Approach, Cost Proposal Worksheet,
Accuracy and Overall Presentation of the Proposal	5	Proposal includes flawless grammar and spelling. The Proposal is organized for	Proposal includes one or two grammar or spelling errors. Proposal is mostly	Proposal includes a few grammar or spelling errors. Some information is	Proposal includes several grammar or spelling errors. Proposal is	Panelist is unable to confidently assess the criteria due to lack of	Proposal contains so many errors and/or is so disorganized that Panelist has difficulty	All Proposal Components: Grammar, Spelling, Organization of Information

		ease of reading.	organized for ease of reading.	buried or out of place.	mostly organized for ease of reading.	organization or clarity.	assessing other criteria.	
Cost of Proposal	90	Scores are determined by a standard formula and are therefore not assigned by Panelists.						Budget
230		Total Points Possible						

Appendix 4: Interview Scoring Rubric

Rating/ Scoring Criteria	Max. Pts.	Point Scale					
		100 to 91% of the points will be given when	90 to 81% of the points will be given when	80 to 61% of the points will be given when	60 to 24% of the points will be given when	25 to 1% of the points will be given when	0% of the points will be given when
Effective Role Management	30	Candidate has effectively considered and leveraged the strengths of all members of the project team and has assigned roles to maximize these strengths. They also have identified and taken into consideration opportunities for individuals' growth and put strategies into place to allow team members to take advantage of such opportunities provided by the project.	Candidate has effectively considered and leveraged the strengths of all members of the project team and has assigned roles to maximize these strengths. No consideration is evident regarding opportunities for growth for members of the project team.	Candidate has taken into consideration the demonstrated strengths of most project team members, including all key team members. The assignment of roles and responsibilities do not indicate tokenism.	Candidate has taken into consideration the demonstrated strengths of some project team members, but not all team members. The assignment of roles and responsibilities may include tokenism.	Candidate has outlined a process by which roles and responsibilities were divided, but the process doesn't take into consideration the demonstrated strengths of individual team members. The assignment of roles and responsibilities may include tokenism.	Candidate has provided no evidence of their process in assigning roles and responsibilities to project team members.
Articulation of values, racial equity issues, and human-centered methodology	25	Candidate can articulate their own value system and how it informs their work. They can speak unprompted about issues of racial equity and can frame a human-centered approach through a racial equity lens.	Candidate can articulate their own value system and how it informs their work. They demonstrate an understanding of racial equity issues but can't frame a human-centered	Candidate can articulate their own value system and how it informs their work. They can speak about racial equity and/or human-centered methodologies based on prepared responses but can't answer questions.	Candidate can articulate their own value system and how it informs their work. They use some terms common to racial equity and/or human-centered methodologies, but do not demonstrate a full	Candidate can articulate their own value system but lacks a basic understanding of racial equity issues and/or human-centered methodologies.	Candidate is unable to articulate their values or speak knowledgeably about issues of racial equity and human-centered methodologies.

			approach through a racial equity lens.		understanding of these terms.		
Presentation skills	15	Candidate demonstrates confidence and can effectively communicate their ideas and answer questions on the fly.	Candidate demonstrates confidence and can effectively communicate their ideas, but only when prompted through a series of clarifying questions.	Candidate demonstrates confidence but struggles to effectively communicate their ideas, even with clarifying questions from the panelists.	Candidate generally demonstrates confidence but their confidence falters on some questions and/or requests for clarification.	Candidate provides relevant answers to interview questions but fails to demonstrate confidence in their responses.	Candidate fails to provide relevant answers to interview questions and/or is difficult to hear during their presentation.
70 Total Points Possible							