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Sacramento, CA 95814
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REQUEST FOR PROPOSAL - Secondary
Release date: November 30, 2021

Notice to Prospective Proposers: Single Award
Poetry Out Loud Coordinator – RFP# OPS-2020-001

ESPAÑOL: Si usted necesita una interpretación o una traducción por escrito de esta Propuesta de Solicitud, puede [enviar un correo electrónico](#) o llamar (916) 793-4515.

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 this RFP document.

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 in accordance with the timeline below. See Key Action Dates (on page 9) for more deadlines and additional information:

- Questions are due December 14, 2020 at 5:00 p.m.
- Questions and answers will be posted by December 16, 2020 at 5:00 p.m.
- **Proposals are due December 29, 2020 at 5:00 p.m.**

Anyone reading this RFP is encouraged to complete an optional survey about this RFP, including those that do not submit a proposal, by [following this link](#).

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.

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Prior to reading this RFP, read Appendix 1: Glossary of Terms on page 37.

A. Optional Feedback Survey

The CAC is committed to the continued assessment of program materials to reflect equitable practices, clarity, and accessibility. To that end, anyone reading this RFP is highly encouraged to complete a survey about this RFP, including those who choose not to submit a proposal.

All responses to the survey will remain anonymous and will not impact a submitted proposal. The survey will take no more than 10 minutes to complete. To access the survey, [click here](#).

B. Purpose, Background and Scope of Work/Deliverables

1. Purpose

The CAC is seeking an individual (contractor) to coordinate the State Poetry Out Loud (POL) program and the POL State Finals competition. One contract is expected to be awarded through this RFP process.

The contractor will be engaged for a period of 4 months beginning February 1, 2021 and concluding May 31, 2021. It is not anticipated that the contract will be renewed beyond the initial contract period. The contractor will work independently under the general direction of CAC staff. Please note that CAC staff will be available for guidance, but the contractor will take primary responsibility for all aspects of the project's work.

The CAC reserves the right to extend the contract on a prorated basis if the project requires additional work beyond the 4-month contract period. The extension shall be by mutual agreement between the Contractor and the State. Any extension, 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 (May 31, 2021).

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 of a complete proposal. **Do not bind or staple your proposal. Paper clips and binder clips are acceptable.**

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 proposer; 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) **Bidder Declaration:** Complete and attach the Bidder Declaration (Attachment 3).
- c) **Summary Letter:** Include a summary letter to introduce the responding Proposer. Provide a brief biography, a statement of your values and how they inform your approach, and a summary of related projects. Please clearly and succinctly demonstrate the individual'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.**
- d) **Demonstration of Minimum Requirements:** Provide a complete response to the Demonstration of Minimum Requirements. This includes:
 - a. **Experience in Event Management:** A narrative description of the individual's experience coordinating and managing mid- to large-scale events. Explain to what extent and in what way the Proposer has experience in working with event vendors and developing and coordinating event programming, preferably in the arts. 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.
 - b. **Experience in Project / Program Management:** A narrative description of the individual's experience planning, coordinating, and executing projects or programs, preferably in the arts. Explain to what extent and in what way the Proposer has experience coordinating complex projects with multiple deadlines, administrative duties and high levels of communications with many different groups of people. Include experience developing and implementing project timelines. 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.
 - c. **Experience in Writing / Documentation / Reports:** A narrative description of the individual's experience writing reports and documenting processes, evaluations, recommendations, and other information using standard English spelling and grammar. Include any experience providing written technical assistance, gathering demographic data, and creating and maintaining records. 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.

- d. **Experience Working with Students Aged 11-18:** A narrative description of the Proposer's experience working with youth aged 11-18, preferably in an educational or performance setting. 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. **Experience with cultural sensitivity/competency:** A narrative description of the Proposer's experience working with cultural sensitivity/ competency and providing effective communications and support for racially and culturally diverse students or communities.
- e) **Project Approach:** Provide a detailed description of how you would approach this project. Your response should demonstrate why you are the best qualified coordinator for the project. The project approach should address the scope of work outlined in Section B Item 5.
- f) **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.
- g) **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 these references. Please verify that all contact information is up to date.
- h) **Work Sample:** Include up to 3 work samples that demonstrate your writing skills and ability to generate thorough and effective reports.
- i) **Acceptance of Terms and Conditions:** Check the appropriate box and sign the Acceptance of Terms and Conditions (Attachment 11).

If you mark 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, you 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 California Arts Council is a state agency with a mission of strengthening arts, culture, and creative expression as the tools to cultivate a better California for all. It supports local arts infrastructure and programming statewide through grants, initiatives, and services. The California Arts Council envisions a California where all people flourish with universal access to and participation in the arts.

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/>.

4. Background About the Project

We suggest you read this section of the RFP carefully and completely to understand the context of this document.

The CAC oversees Poetry Out Loud (POL), a poetry recitation program, at the state level for California. One of the California Arts Council's most popular initiatives, POL is the statewide branch of the national poetry recitation competition for high school students.

An initiative of the National Endowment for the Arts and the Poetry Foundation, administered in California by the CAC, POL encourages high school students to learn about poetry through memorization, performance, and competition. Participants master public speaking skills, build self-confidence, and learn about literary history and contemporary life. California's POL is the largest event of its kind in the U.S. The 2018 competition series encompassed 46 counties, 261 schools, and 783 teachers, reaching nearly 73,000 students across the state. Nationwide, POL has grown every year with millions of students participating across the country.

Beginning with classroom competitions, followed by a county-based competition and culminating in the highly anticipated State Finals competition, POL is an extraordinary opportunity for high school students to learn and perform poetry and win prizes. The winner of the State Finals will also represent California in the National Finals competition in Washington, D.C. This program is beloved by students, teachers, parents, and state legislators who have the privilege of witnessing the poetic accomplishments of the County Champions when they perform at the State Capitol.

POL is a free program that helps students master public speaking skills, build self-confidence, learn about their literary heritage, and compete for college scholarship funding.

5. Scope of Work/Deliverables

The contract period is February 1, 2021 to May 31, 2021 (4 months). All print materials resulting from or used during the project must be visually accessible, and public presentations and events must be accessible to individuals with disabilities.

As a result of this RFP, the selected Contractor will coordinate the California Poetry Out Loud program and POL State Finals competition on a part-time basis under the direction of CAC Staff. The scope of services may include, but is not limited to:

- Organizing, tracking, and reporting on approximately 58 Poetry Out Loud grant contracts.
- Ongoing communication and technical assistance to county-level coordinators.
- Event planning and coordination of State Finals competition, to be held virtually in March.
- Contract and invoice coordination for all event vendors, including venues and lodgings.
- Acting as primary point of contact for students, teachers, and artists participating in the program.
 - Includes creating and maintaining detailed records of participant logistics.
- Selection, training, and support of Poetry Out Loud State Finals judges.
- Creation and consolidation of all program documents, including implementation timeline.
- Interfacing with CAC staff to provide information and updates on program status.

The contractor shall:

- a) **Communicate regularly with local coordinators, teachers, students, and artists** – ongoing, for the duration of the contract term Provide information and technical assistance to teachers, artists, and county-level coordinators to ensure their understanding of their responsibilities, the event details, and program logistics. Ensure they can provide accurate guidance to student participants; assist in communicating with students.

- b) Serve as Contract Manager for POL grant contracts** – ongoing, for the duration of the contract term
Identify contract needs for the successful completion of the POL 2021 program. Work with CAC staff to execute the vendor selection and contract processes, as needed. Oversee the work of all other POL contractors/ vendors. Receive and assess goods and services obtained for the project. Review and approve invoices for all other POL contractors/ vendors.
- c) Plan and manage the State Finals competition, to be held virtually in March, 2021** – contract start through March, 2021
Plan and coordinate the execution of all aspects of the virtual event, including, but not limited to: identifying technology resources and ensuring the best solutions are implemented; and, identifying, securing, and training judges and other support roles. Facilitate strategic engagement activities while using online platforms, especially with our youth participants.
- d) Serve as Project Manager** – ongoing, for the duration of the contract term
Interface with CAC staff to provide information and updates on program status. Create and consolidate all program documents, including implementation timeline. Create and maintain detailed records of participant logistics. Serve as primary point of contact for all stakeholders and public/media inquiries.

6. Expected Competence 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 expectations and minimum qualifications below before submitting a proposal.

Minimum qualifications for this project require that Proposers must:

- Be based in California
- Demonstrate at least two years' experience in event planning and management with an emphasis on virtual events, including creating and/or collating event documentation.
- Demonstrate at least two years' experience managing complex administrative projects.
- Demonstrate at least two years' experience writing detailed and complex procedural documents.

- Demonstrate at least two years' experience working with students aged 11-18.
- Be comfortable using Microsoft Office and Google products and web-based meeting tools.

C. Proposal Requirements and Information

1. Key Action Dates

EVENT	DATE	TIME
RFP Available to Prospective Proposers	November 30, 2020	12:00 p.m.
Final Date for Submission of Questions on RFP	December 14, 2020	5:00 p.m.
All Questions Answered and Posted Online	December 16, 2020	5 p.m.
Final Date to Submit Proposals of RFP Requirements (see Section C.7)	December 28, 2020	5 p.m.
Final Date for Proposal Submissions	December 29, 2020	5 p.m.
Closed Session #1: Committee Review of Proposals	January 4-5, 2021 (as needed)	9 a.m.
Closed Session #2: Candidate Interviews	January 8, 2021 (as needed)	30 minutes per interview
Closed Session #3: Committee Discussion & Decision	January 8, 2021 (as needed)	2 p.m.
Notice of Intent to Award	January 11, 2021	2 p.m.
Proposed Award Date	January 18, 2021	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: styles of organization and communication; experiences problem-solving on the day of a planned event; preferred work styles (effective ways of working); and, understanding of race and equity issues in the arts. **All proposers should ensure they are 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 3: Interview Scoring Rubric.

2. Questions about the RFP

Any questions regarding this RFP can be emailed to Laura Littlefield at laura.littlefield@arts.ca.gov. Due to the state's competitive bidding process, responses to all questions will only be answered via a public document posted online on December 16, 2020. **No questions regarding the RFP will be answered, in-person, over the phone, or through private email message.**

3. Work Schedule Requirements

The CAC anticipates that the work related to this RFP will start on or before February 1, 2021. The actual start date is contingent upon approval and signature by both parties. The awarded contract may also require review and approval by the California Department of General Services, Office of Legal Services. If this is the case, the actual start date will be contingent on this approval.

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 the timeline are subject to approval by the CAC.**

The Contractor is expected to maintain communication with CAC staff throughout the contract period weekly, at minimum. The Contractor will work primarily from their own office location. The Contractor will have completed the scope of work and contract of this RFP 4 months from the onset of the contract date.

4. 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 the CAC by the 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 marked "ORIGINAL COPY" **and** a USB drive that contains 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# OPS-2020-001
Poetry Out Loud Coordinator
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
Procurement and Policy Analyst
California Arts Council
1300 I Street, Suite 930
Sacramento, CA 95814
Re: "Poetry Out Loud Consultant"

- 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.

5. 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.

6. 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 2: Proposal Scoring Rubric.

Read Appendix 2: 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 cannot exceed **\$20,000** total. Use the Cost Proposal Worksheet (Attachment 9) 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 = \$18,000

Proposal 2 = \$20,000

Proposal 1 = (Lowest Proposer's Cost) 60

Proposal 2 = $(18,000 / 20,000) \times 60 = 54$

After the review and scoring of proposals, the Review Committee may elect to interview the top three (3) candidates, based on scores and ranks that are 75% or above the total scoring points (see Appendix 2: Proposal Scoring Rubric). If interviews are conducted, responses to interview questions will be assessed and scored according to the review criteria listed in Appendix 3: Interview Scoring Rubric.

7. Award and Protests

- 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 (5) working days prior to awarding the agreement.
- b) If any Proposer believes that this RFP unnecessarily restricts their ability to submit a responsive proposal, the Proposer can submit a protest by the date listed in the Key Action Dates section (page 9).
- 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 must be sent to BOTH the Department of General Services (DGS), Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605 AND the California Arts Council, Attention: Deputy Director, 1300 I Street, Suite 930, Sacramento, CA 95814.
- 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) 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.

- f) 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.

8. 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.

9. 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.

D. Preference Programs

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 December 29, 2020.**

Please note: all Small Business contractors, subcontractors and suppliers that submit a bid must perform a Commercially Useful Function (CUF). Therefore, if

you are using the SB preference to apply, you must visit <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Commercially-Useful-Function-for-Certified-Firms> and:

1. Review the requirements of a business performing a CUF.
2. Submit page one of the CUF Evaluation and Determination Worksheet for all certified Small Businesses included in your proposal.

Non-Small Business Subcontractor Preference

A 5% bid preference is now available to all non-small businesses claiming 25% State certified small business subcontractor participation.

Please note: all Small Business subcontractors must perform a Commercially Useful Function (CUF). Therefore, if you are using the NSBS preference to apply, you must visit <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Commercially-Useful-Function-for-Certified-Firms> and:

1. Review the requirements of a business performing a CUF.
2. Submit page one of the CUF Evaluation and Determination Worksheet for all certified Small Business subcontractors included in your proposal.

Nonprofit Veteran Service Agencies

While the CAC does not anticipate qualifying proposers to be interested in this opportunity, as we are not looking for services for veterans, you may be eligible to be certified by the State as a Non-Profit Veteran Service Agency. This certification entitles qualifying organizations to small business certification benefits. Please review eligibility requirements at the above link.

E. 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”).

F. 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).)

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 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.

H. Bidder Instructions

All bidders must review [GSPD-451](#), Bidder Instructions, prior to submitting a proposal.

I. 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	Bidder Declaration can be found on the Internet at: https://www.documents.dgs.ca.gov/dqs/fmc/gspd/gspd05-105.pdf
_____ Attachment 4	Summary Letter
_____ Attachment 5	Demonstration of Minimum Requirements Worksheet
_____ Attachment 6	Narrative: Methodology and Approach
_____ Attachment 7	Cost Proposal Worksheet
_____ Attachment 8	Proposer References
_____ Attachment 9	Work Samples
_____ Attachment 10	Acceptance of Terms and Conditions (see Section F)
_____ Attachment 11	Payee Data Record (STD 204) can be found on the Internet at: http://www.documents.dgs.ca.gov/dqs/fmc/pdf/std204.pdf
_____ Attachment 12	Darfur Contracting Act can be found on the Internet at: https://www.documents.dgs.ca.gov/dqs/FMC/GS/PD/PD_1.pdf
_____ Attachment 13	California Civil Rights Laws Attachment can be found on the Internet at: https://www.documents.dgs.ca.gov/dqs/FMC/DGS/OLS004.pdf
_____ Attachment 14	OPTIONAL: Small Business/Micro Business certification letter from DGS/OSDS (see more at: https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise#@ViewBag.JumpTo)
_____ Attachment 15	OPTIONAL: Commercially Useful Function (CUF) Evaluation and Determination Worksheet can be found at: https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Commercially-Useful-Function-for-Certified-Firms

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 (MUST be in California)		
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: BIDDER DECLARATION

Proposer must complete, sign and submit the Bidder Declaration form (GSPD.105) as part of their proposal packet. The form can be accessed at:

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

ATTACHMENT 4: SUMMARY LETTER

Proposer must submit a summary letter to introduce themselves (and any applicable partners). The summary letter should provide:

1. A brief biography;
2. A statement of your values and how they inform your approach;
3. A summary of your ability to meet the requirements of this RFP; and,
4. A brief summary of how you will approach the project.

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 5: DEMONSTRATION OF MINIMUM REQUIREMENTS WORKSHEET

Use additional pages as necessary

1. List the address of the proposer's place of business (REQUIRED to be in California).
2. List the contact information at which you want to be contacted should interviews take place (see Key Dates, page 9).
3. Describe how the proposer meets the Minimum Requirements listed in the RFP:
 - a. Experience in Event Management: A narrative description of the individual's experience coordinating and managing mid- to large-scale events. Explain to what extent and in what way the Proposer has experience in working with event vendors and developing and coordinating event programming, preferably in the arts. 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.
 - b. Experience in Project / Program Management: A narrative description of the individual's experience planning, coordinating, and executing projects or programs, preferably in the arts. Explain to what extent and in what way the Proposer has experience coordinating complex projects with multiple deadlines, administrative duties and high levels of communications with many different groups of people. Include experience developing and implementing project timelines. 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.
 - c. Experience in Writing / Documentation / Reports: A narrative description of the individual's experience writing reports and documenting processes, evaluations, recommendations, and other information using standard English spelling and grammar. Include any experience providing written technical assistance, gathering demographic data, and creating and maintaining records. 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.
 - d. Experience Working with Students Aged 11-18: A narrative description of the Proposer's experience in working with youth aged 11-18, preferably in an educational or performance setting. 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. Experience with cultural sensitivity/competency: A narrative description of the Proposer's experience working with cultural sensitivity/ competency

and providing effective communications and support for racially and culturally diverse students or communities.

ATTACHMENT 6: PROJECT APPROACH

Proposer must provide a detailed description of how they would approach this project. Your response should demonstrate why you are the best qualified coordinator for the project. The project approach should address the scope of work outlined in Section A Item 5.

ATTACHMENT 7: COST PROPOSAL WORKSHEET

The selected Contractor will be contracted for a total amount based on hourly fees not to exceed \$20,000 total.

Please note: You may attach Budget Notes to explain any expenditures, as needed.

DIRECT LABOR	HOURS	RATE	TOTAL
_____	_____ @	_____	_____
_____	_____ @	_____	_____
_____	_____ @	_____	_____
		SUBTOTAL	\$ _____
DIRECT MARKETING COSTS (Ad placement, social media promotion, collateral materials, etc.)			
Marketing Costs (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 8: 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 10: 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 Section F 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 11: 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 12: DARFUR CONTRACTING ACT

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

https://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf.

ATTACHMENT 13: 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 14: 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 <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise#@ViewBag.JumpTo>.

**ATTACHMENT 15: CUF EVALUATION AND DETERMINATION WORKSHEET
(OPTIONAL)**

This document is only required if the proposer will use one or more certified Small Business to perform at least 25% of the proposed work. For each SB subcontractor, complete page 1 of the worksheet, which can be found on the internet at:

<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Commercially-Useful-Function-for-Certified-Firms>

Appendix 1: Glossary of Terms

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

Contract Manager: The person responsible for overseeing the contractual relationship between the CAC and a vendor.

Event Management: an umbrella term that encompasses all tasks associated with planning and executing a (preferably large-scale) live event.

Poetry Recitation: The art of speaking written poetry. Different from spoken word or Slam poetry, which is conceived explicitly to be experienced auditorily.

Project Manager: The person who controls the project, overall, with an emphasis on multitasking, organization, communication, and problem-solving.

Virtual Event: An event that takes place exclusively online (any platform).

Virtual Event Platform: Also called Video Conferencing Platforms, these websites and web-based apps facilitate virtual events, from one-on-one meetings and chat to large-scale events with multiple, simultaneous sessions.

Appendix 2: 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, Project

		comparable projects and tangential projects.	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.	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
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 ease of reading.	Proposal includes one or two grammar or spelling errors. Proposal is mostly organized for ease of reading.	Proposal includes a few grammar or spelling errors. Some information is buried or out of place.	Proposal includes several grammar or spelling errors. Proposal is mostly organized for	Panelist is unable to confidently assess the criteria due to lack of organization or clarity.	Proposal contains so many errors and/or is so disorganized that Panelist has difficulty assessing other criteria.	All Proposal Components: Grammar, Spelling, Organization of Information

					ease of reading.			
Cost of Proposal	90	Scores are determined by a standard formula and are therefore not assigned by Panelists.						Budget
230 Total Points Possible								

Appendix 3: 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
Organization, Communication and Effective Ways of Working	25	Candidate has innovative ideas about how to organize a large-scale virtual event. Candidate strategies to ensure good communication and could provide thought leadership on the most effective ways to complete this kind of work.	Candidate demonstrates they would be able to effectively organize a large-scale virtual event. They can leverage multiple communication strategies to coordinate a diverse group of stakeholders and has tested approaches to ensure effective completion of the project.	Candidate demonstrates experience organizing virtual events at a much smaller scale than what is required for this project. They understand the importance of communication and effective project management, but don't have extensive experience at the scale of this project.	Candidate demonstrates acceptable levels of experience with organizing in-person events, communicating with stakeholders and working effectively on in-person events, but has no experience in virtual events.	Candidate can speak about organizing events, including communicating with stakeholders and ensuring work strategies are effective based on prepared responses but can't answer questions.	Candidate has provided no evidence of their ability to organize a large-scale event, communicate with diverse stakeholders, or utilize effective ways of working.
Understanding of Race and Equity Issues in the Arts	25	Candidate can speak unprompted about issues of racial equity and how they specifically manifest in the arts field, arts education, and allocation of resources. Candidate can frame a human-centered approach through a racial equity lens.	Candidate demonstrates an understanding of racial equity issues but isn't familiar with how these issues specifically impact the arts.	Candidate can speak about racial equity and/or human-centered methodologies based on prepared responses but can't answer questions.	Candidate uses some terms common to racial equity but does not demonstrate a full understanding of these terms.	Candidate has a surface understanding of race and equity issues but lacks the appropriate vocabulary and familiarity to effectively discuss.	Candidate is unable to speak knowledgeably about issues of racial equity.

Problem-Solving	20	Candidate could provide thought leadership developing and implementing innovative problem-solving strategies and has extensive experience holding responsibility for troubleshooting large-scale, live events.	Candidate demonstrates innovation approaches to problem solving and has experience taking the lead on troubleshooting live events.	Candidate demonstrates they can apply standard problem-solving approaches and has troubleshot live events with guidance or supervision.	Candidate can speak about varied problem-solving approaches and troubleshooting live events based on prepared responses but can't answer questions.	Candidate has a surface understanding of problem-solving and troubleshooting strategies but has minimal experience using them in real-world situations.	Candidate is unable to articulate any problem-solving strategies and demonstrates no real-world experience troubleshooting live events.
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70 Total Points Possible