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**REQUEST FOR PROPOSAL - Secondary**  
**Release date: February 8, 2021**

**Notice to Prospective Proposers: Single Award**  
**Workplace Health Consultant – RFP# OPS-2020-002**

**ESPAÑOL:** Si usted necesita una interpretación o una traducción por escrito de esta Propuesta de Solicitud, puede [enviar un correo electrónico](#) o llamar (916) 324-6617.

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 Roman Sanchez in accordance with the timeline below. See Key Action Dates (on page 10) for more deadlines and additional information:

- Questions are due February 18, 2021 at 4:00 p.m.
- Questions and answers will be posted by February 22, 2021 at 4:00 p.m.
- **Proposals are due March 4, 2021 at 4:00 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, need an interpretation or written translation of this RFP in another language, or need a large print document, call (916) 322-6555. People who are Deaf, Hard of Hearing, Deaf Blind, or have difficulty speaking may dial 711 to reach the California Relay Service (CRS).

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 38.**

## A. Optional Feedback Survey

The CAC is committed to the continued assessment of program materials and processes 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 California Arts Council (CAC) is dedicated to caring for our community. We recognize that the CAC staff, as individuals, are part of that community. This project has been conceptualized as a vehicle to stimulate dialogue in our own community, thus operationalizing [our values](#).

CAC staff have expressed a number of ongoing concerns around workplace culture. These concerns include transparency and inclusivity in communications, decision-making, and policy implementation; changing conditions related to telework; and interpersonal accountability. Staff morale and relationships are impacted by these experiences.

The agency is seeking a qualified consultant or consultant team (consultant) to facilitate individual and group mediation of these concerns and develop new ways of working that: (1) acknowledges past harms (internal to staff and external to stakeholders/grantees); (2) fosters ways of working centered on transparent and compassionate communications; (3) supports collective and individual accountability; (4) builds and repairs relationships between CAC colleagues; (5) operationalizes agency values, (6) builds community; and, (7) cultivates a healthy work environment and organizational culture.

The effective consultant will not only demonstrate expertise in transformative leadership, change management and organizational culture shift, but also in the principles of restorative justice, trauma-informed/healing-centered management, generative somatics, white supremacy culture dynamics, racial equity, creative practice, bias, belonging, and diversity. The consultant will be expected to prioritize the psychological safety of all CAC staff.

The contractor will be engaged for a period of approximately 6 months beginning April 28, 2021 and concluding October 31, 2021. The contractor will work independently under the general direction of CAC staff. Please note that,

because all CAC staff will be participating in the staff work sessions, the contractor will be solely responsible for developing and implementing project activities based on all-staff feedback with limited direct oversight.

The CAC reserves the right to extend the contract on a prorated basis if the project requires additional work beyond the 6-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 (October 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 proposing entity; 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 .
- b) **Bidder Declaration:** Complete and attach the Bidder Declaration.
- c) **Summary Letter:** Include a summary letter to introduce the responding Proposer(s). Provide a brief individual or organization 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 organization'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.
- e) **Project Approach:** Provide a detailed description of how you would approach this project. Your response should demonstrate why you are the best qualified contractor for the project. The project approach should address the scope of work outlined in Section B Item 5.

- f) **Project Personnel:** Include detailed biography(s) of all individual(s) on the project team.
- g) **Partnership Agreement Letter:** If your proposal includes a partnership between two or more individuals and/or organizations, submit a signed Letter of Agreement from all partners' leadership confirming their intention to work together. The letter should outline the specific roles and responsibilities of each partner.
- 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 these references. Please verify that all contact information is up to date.
- j) **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 <https://arts.ca.gov/about/about-us/>.

#### **4. Background - About the Project**

We suggest all Proposers read this section of the RFP carefully and completely to understand the context of the project.

The CAC's state budget was reduced by more than 90% in 2003, with wide-reaching implications. In 2013, the agency hired its first staff member in eight years, and in 2014 hired the first new programs staff in a decade. Since then, the agency experienced a large number of retirements by long-standing staff and additional staff turnover, leading to a significant shift in institutional knowledge.

The past three years have been a period of growth and changes in staff dynamics. In a relatively short amount of time, the total number of staff increased from 14 to 30. In late-2017, the Executive Director position transitioned from a direct hire by Council to an appointment by the Governor. A new Executive Director was appointed following a year of the Deputy Director acting as Interim Director.

This growth coincided with an increase in General Fund allocations which allowed the agency to fund more grant awards. As grant funding increased, the number of staff needed to support the growth in grants and field services did not increase proportionally. During this time, several supervisory changes took place through 2018-2020, including interim leadership and a new supervisory structure.

The CAC has participated in the [Government Alliance on Racial Equity](#) (GARE) since 2018, along with 16 other California state agencies and departments. In that time, the agency has worked diligently to place racial equity at the center of its work. The agency developed a [Racial Equity Statement](#), as well as Racial Equity Action Plan. The CAC recognizes that white supremacy culture is pervasive and sometimes difficult to see. The agency recognize that the pursuit of racial justice is a journey that inevitably includes uncovering and addressing obstacles.

Like many workplaces, the CAC was deeply impacted by COVID-19. In March, staff quickly transitioned to teleworking 99% of the time, disrupting in-person work relationships and reinforcing workplace silos. Several new staff, including managers, have been onboarded in the new remote environment. All California State Agency staff also experienced a salary reduction due to the pandemic.

A [Strategic Framework](#) and a decision-making tool, rooted in racial equity, was adopted in February 2020, one month before the pandemic disrupted its implementation. Grant policies implemented by CAC staff are established by an appointed Council body. The structure and ways of working between staff and the appointed Council has changed over the years, with an impact to the organization.

During the pandemic, staff have continued to leave the agency, both for promotional opportunities and for reasons directly related to a challenging workplace environment.

A level of unattended concerns have accumulated, and it is with staff participation that outside facilitation is sought to address these concerns and craft a pathway forward together.

## 5. Scope of Work/Deliverables

The contract period is April 28, 2021 to October 31, 2021 (6 months). All print materials resulting from or used during the project must be visually accessible to all staff, and public presentations and events must be accessible to individuals with disabilities.

The selected consultant will implement a staff engagement process from April 28, 2021 through October 31, 2021 with final recommendations and agreements issued by October 14, 2021.

The consultant will, at minimum:

- Engage in a Discovery Period
  - Conduct a staff survey and interviews to collect experiences of the work environment
  - Synthesize collected data to identify themes within staff concerns and facilitate meetings with CAC staff in a variety of configurations to finalize overall themes
  - Develop a process for engaging new hires into this practice
- Lead Staff Work Sessions
  - Plan and facilitate a series of at least 3 staff work sessions, that include multiple learning and sharing modalities, to review concerns
  - Lead staff through a series of activities to uncover opportunities for improvements in processes with the goal of addressing past and preventing future harm
  - Identify areas for improvement in staff management practices, specifically around current and future concerns, morale, community building, and communication
  - Provide regular updates to staff on findings and progress
- Develop Tools for Continued Progress

- Write and produce a final report of the process and recommendations, including recommendations on how to leverage this work to engage external stakeholders in the areas of building trust and reducing harm
- Write and produce a CAC Ways of Working guidance document to build on the progress made during staff work sessions
- Provide relevant tools to address new staff orientations, inclusive communications, capacity building, internal community building, conflict resolution, inclusive decision-making, and appreciative and constructive feedback

The contractor shall deliver:

- a) **Plan Overview Documents** – due date, May 7, 2021  
Consultant will provide a written document that outlines the consultant’s plan to engage current staff and newly hired staff according to the goals and objectives of the project.
- b) **Staff Engagement Overview Document** – due date, June 18, 2021  
The document will include a summary of staff concerns as well as a list of themes that emerged during the discovery period.
- c) **Accountability and Healing Exercises** – due date, August 27, 2021  
Consultant will conduct staff work sessions using the principles of change management, restorative justice, and trauma-informed/healing-centered practices.
- d) **Tools and Recommendations** – due date, October 14, 2021  
Consultant will provide all relevant tools outlined above, including recommendations for expanding the practice to include external stakeholders.

## 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.

The CAC recognizes that the workplace health process begins with this document – in the way we frame issues as well in who is selected to lead the process. To that end, proposers should review, understand, and meet the expectations and minimum qualifications below before submitting a proposal.

Minimum expertise of a vendor for this RFP includes, but is not limited to:

- Change management
- Unconscious bias
- Psychological safety



- Organizational culture in government
- Mediation and conflict resolution
- Decolonizing theory
- Racial equity theory of change
- Working framework of restorative justice, reconciliation and trauma-informed healing
- Facilitation that is highly inclusive and interactive, using multiple modalities to approach content

**Minimum qualifications for this project require that Proposers must:**

- Have expertise and a focus in Change Management, Transformational Leadership, Organizational Culture and Human-Centered Management, preferably in government, and have worked in this area for at least 3 years.
- Be able to demonstrate previous work in the areas of change management in government and change leadership; including facilitation that is highly inclusive and interactive, using multiple modalities to approach content; and have worked in these areas for at least 3 years.
- Be able to demonstrate experience working in the areas of liberation/healing management, mediating white supremacy culture, racial equity, diversity and belonging; and have worked in these areas for at least 3 years.

Ideally, the proposer or project principal(s) will demonstrate previous contractual relationships with entities in the arts, government, or nonprofit field.

## C. Proposal Requirements and Information

### 1. Key Action Dates

EVENT	DATE	TIME
RFP Available to Prospective Proposers	February 8, 2021	2:00 p.m.
<b>Final Date for Submission of Questions on RFP</b>	<b>February 18, 2021</b>	<b>4:00 p.m.</b>
All Questions Answered and Posted Online	February <b>22</b> , 2021	4:00 p.m.
Final Date to Submit Protests of RFP Requirements (see Section C.8)	February <b>24</b> , 2021	4:00 p.m.
<b>Final Date for Proposal Submissions</b>	<b>March 4, 2021</b>	<b>4:00 p.m.</b>
Closed Session #1: Committee Review of Proposals	March 8-10 (as needed)	9:00 a.m.
Closed Session #2: Candidate Interviews	March 11-12 (as needed)	30 minutes per interview
Closed Session #3: Committee Discussion & Decision	March 12 (as needed)	9:00 a.m.
Notice of Intent to Award	March 16, 2021 (as needed)	2:00 p.m.
Proposed Award Date	March 24, 2021	12:00 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 two to three (2-3) 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 topics listed reflecting the minimum qualifications during a video and/or phone interview. **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 3: Interview Scoring Rubric.

## 2. Questions about the RFP

Any questions regarding this RFP can be emailed to Roman Sanchez at [roman.sanchez@arts.ca.gov](mailto:roman.sanchez@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 February 22, 2021. **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 April 28, 2021. The actual start date may be 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 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 may work from their own office location; however, the project may require the contractor to travel to the CAC office in Sacramento, CA. Please note that 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. The Contractor will have completed the scope of work and contract of this RFP 6 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 10)**. 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. Proposers are responsible for ensuring

that files can be accessed on PC and Macintosh operating systems and that any hyperlinks are functioning and accessible.

- 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-2020-002  
Workplace Health 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:

Ayanna Kiburi  
California Arts Council  
1300 I Street, Suite 930  
Sacramento, CA 95814  
Re: "Workplace Health 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, including advertising and marketing expenditures, cannot exceed **\$60,000** 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*

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 10).
- 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, 7<sup>th</sup> 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).

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 organizations 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 certificate 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 **2020/21** 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: <a href="https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf">https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf</a>
_____ Attachment 4	Summary Letter
_____ Attachment 5	Demonstration of Minimum Requirements Worksheet
_____ Attachment 6	Narrative: Methodology and Approach
_____ 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: <a href="http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf">http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf</a>
_____ Attachment 13	Darfur Contracting Act can be found on the Internet at: <a href="https://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf">https://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf</a>
_____ Attachment 14	California Civil Rights Laws Attachment can be found on the Internet at: <a href="https://www.documents.dgs.ca.gov/dgs/FMC/DGS/OLS004.pdf">https://www.documents.dgs.ca.gov/dgs/FMC/DGS/OLS004.pdf</a>
_____ Attachment 15	OPTIONAL: Small Business/Micro Business certification letter from DGS/OSDS (see more at: <a href="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">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</a> )
_____ Attachment 16	OPTIONAL: Commercially Useful Function (CUF) Evaluation and Determination Worksheet can be found at: <a href="https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Commercially-Useful-Function-for-Certified-Firms">https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Commercially-Useful-Function-for-Certified-Firms</a>

**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 ( <del>MUST be in California</del> )		
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. <b>Signature</b>	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: _____	
<b>NOTE:</b> 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 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 5: DEMONSTRATION OF MINIMUM REQUIREMENTS WORKSHEET**

*Use additional pages as necessary*

1. List the address of the proposer's place of business (~~REQUIRED to have a California office~~).
2. List the name and contact information for the representative(s) we should contact should interviews take place (see Key Dates, page 10). If the 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 how the proposer has applied Change Management and principles to support healthy Organizational Cultures with highly inclusive, interactive facilitation using multiple modalities to approach content. Note how the proposer has done this work within government, if applicable.
4. Describe how the proposer has led mediation and conflict resolution practices and processes.
5. Describe how the proposer has worked within a Theory of Change or similar framework to advance racial equity.
6. Describe how the proposer has worked within a Restorative Justice, Reconciliation, Trauma-Informed Healing or similar framework to build and/or repair relationships.

**ATTACHMENT 6: PROJECT APPROACH**

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

**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 \$60,000 total.*

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

DIRECT LABOR	HOURS	RATE	TOTAL
Title _____	_____ @	_____	_____
Title _____	_____ @	_____	_____
Title _____	_____ @	_____	_____
		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 non-responsive.

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.

<b>REFERENCE 1</b>			
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			
<b>REFERENCE 2</b>			
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			
<b>REFERENCE 3</b>			
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 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 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 Certification, which can be found on the internet at:

[https://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD\\_1.pdf](https://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf).

**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 <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 16: 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.**

**Accountability:** We build off of Mia Mingus' work in the article [Dreaming Accountability](#). Accountability is not a destination, it is a skill we can build and practice. It is an art, a craft, an alchemy we can learn how to wield, just as we have learned how to wield hurt and shame and fear. If accountability is a skill we value, then we must make room and make commitments to practice it ourselves each day, each week, each year."

**Belonging:** We build off of John a. Powell's thinking on belonging: "In a legitimate democracy, belonging means that your well-being is considered and your ability to help design and give meaning to its structures and institutions is realized. Members are more than just individuals; they also have collective power and share a linked fate." john a. powell [Policy Matters: Poverty and Race through a belongingness lens](#)

**Change Management:** A central idea of all change management theories is that no change ever happens in isolation. In one way or another, change impacts the whole organization and all of the people in it. But with good change management, you can encourage everyone to adapt to and embrace your new way of working. [The Four Principles of Change Management: How to Support Change in Your Organization](#)

**Discovery Period:** The first phase of this project includes activities to build the consultant's understanding of the current and past context of the organization culture. This understanding will provide the foundation for the project plan.

**Diversity:** The demographic mix of a specific collection of people, taking into account elements of human difference, but focusing particularly on race and ethnicity, lesbian, gay, bi, trans, and queer (LGBTQ) populations, people with disabilities, and women. Source: [LA County Department of Arts and Culture](#)

**Generative somatics:** Somatics is a practice-able theory of change that can move us toward individual, community, and collective liberation through working to embody transformation. Somatics with a social analysis understands the need for deep personal transformation, aligned with liberatory community/collective practices, connected to transformative systemic change. They are inextricable and support each other. Source: [Generative Somatics](#)

**Mediation:** Mediation offers constructive processes for resolving differences and conflicts between individuals, groups and organizations. Participants control the process and create their own alternatives to avoidance, destructive confrontation, prolonged litigation or violence. This process offers participants an opportunity to discuss their concerns and needs. It also strengthens relationships, builds connections between

people and groups, and creates processes that make communities work for everyone.  
Source: [Community Mediation Basics](#)

**Organization Culture:** Culture is consistent, observable patterns of behavior in organizations. Aristotle said, “We are what we repeatedly do.”...Culture is a social control system. Here the focus is the role of culture in promoting and reinforcing “right” thinking and behaving, and sanctioning “wrong” thinking and behaving. Key in this definition of culture is the idea of behavioral “norms” that must be upheld, and associated social sanctions that are imposed on those who don’t “stay within the lines.”  
Source: [What Is Organizational Culture? And Why Should We Care?](#) by Michael D. Watkins

**Psychological Safety:** Psychological safety is a belief that one will not be punished or humiliated for speaking up with ideas, questions, concerns or mistakes. Source: Amy Edmondson, Harvard Business School Professor

**Racial Equity:** Racial equity is the condition that would be achieved if one’s racial identity no longer predicted, in a statistical sense, how one fares. When we use the term, we are thinking about racial equity as one part of racial justice, and thus we also include work to address root causes of inequities, not just their manifestation. This includes elimination of policies, practices, attitudes and cultural messages that reinforce differential outcomes by race or fail to eliminate them. Source: Center for Assessment and Policy Development.

**Reconciliation:** Pulling from the practices of various truth and healing commissions to address the harms committed against African Americans and Native Americans in this country, we understand reconciliation as documenting and giving light to the impacts of harm and then creating updated narratives, practices, and policies that support the restoration and transformation of relationships.

**Restorative Justice:** We understand that restorative justice practices emerge from new paradigms to the prison pipeline; although we are not dealing with harms at this level, we strive to learn from the dialogical and community accountability process embedded in restorative justice.

“Restorative Justice is a theory of justice that emphasizes repairing the harm caused by criminal behavior. It is best accomplished through cooperative processes that allow all willing stakeholders to meet, although other approaches are available when that is impossible. This can lead to transformation of people, relationships and communities.definition.” “Notice three big ideas: (1) repair: crime causes harm and justice requires repairing that harm; (2) encounter: the best way to determine how to do that is to have the parties decide together; and (3) transformation: this can cause fundamental changes in people, relationships and communities.” Source: [What is Restorative Justice?](#)

**Strategic Framework:** Our [Strategic Framework](#) was adopted by the Council in January 2020; it provides us with aspirations for the organization to work towards. It includes our first [Racial Equity Statement](#) and our Decision Support Tool.

**Theory of Change:** A Theory of change is the explicit (written or visual) thinking behind how a particular intervention will bring about the desired results.

**Transparent Communications:** The simplest definition of a transparent workplace is "operating in a way that creates openness between managers and employees." Source: [Glassdoor](#)

**Trauma-Informed Management/Healing:** Trauma-informed practice rests on awareness of the impacts of trauma, and of the many ways in which existing processes and systems need to be modified to meet this reality. We understand that trauma is more prevalent than is widely recognised. The agency is new to trauma-informed management practices and healing and look forward to learning more together. Adopted from [Blue Knot Foundation](#)

**White Supremacy Culture (WSC) Dynamics:** Our working knowledge of WSC builds off the list of characteristics and antidotes from Tama Okun and Kenneth Jones article from [Dismantling Racism](#). Please be familiar with this work and others that explore the impacts, creation, and systemic interruption of WSC.

## 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 comparable projects and tangential projects.	Candidate has performed all the specific duties required by the project.	Candidate has performed at least some of the specific duties required by the project.	Candidate may not have performed the specific duties represented in the current project but has related experience.	Panelist has multiple questions about the candidate's ability to leverage their experience to meet the	Panelist is unable to confidently assess the criteria due to lack of information or clarity.	Summary Letter, Project Personnel, References



						needs of the project.		
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 ease of reading.	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
Cost of Proposal	60	Scores are determined by a standard formula and are therefore not assigned by Panelists.						Budget
<b>200</b>		<b>Total Points Possible</b>						

### 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
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.
<b>70 Total Points Possible</b>							