

REQUEST FOR PROPOSAL – Secondary Method

Release Date: June 18, 2026

Notice to Prospective Proposers: **SINGLE AWARD**

RFP-25-017 Panelist Technical Assistance

The California Arts Council (CAC) intends to award a contract to a single vendor for the services outlined below. CAC seeks proposals from California Independent Contractors, Individuals, Sole Proprietors, Partnerships, California Certified Small Business (SB), Disabled Veteran Business Enterprise (DVBE), 501(c)(3) organizations registered in California, private for-profit organizations, and organizations with a joint powers agreement based in California to 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.

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.

Proposers are encouraged to carefully read the entire solicitation. The need to verify all documentation and responses prior to the submittal of proposals is the responsibility of the proposer and cannot be overemphasized. Note that all agreements entered into with the State of California will include by reference General Terms and Conditions (GTC 02/2025) and Contractor Certification Clauses (CCC 4/2017) and may be viewed and downloaded at the following website: <https://www.dgs.ca.gov/ols/resources/page-content/office-of-legal-services-resources-list-folder/standard-contract-language>. In the opinion of the 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, please send them to Procurement@arts.ca.gov in accordance with the timeline below. Please note that verbal information given will not be binding on the State unless such information is issued in writing as an official addendum to this RFP. The answers to all the questions received by the due date will be posted on <https://caleprocure.ca.gov/pages/Events-BS3/event-search.aspx>.

Issuance of this RFP in no way constitutes a commitment by the State of California to award a contract. The State reserves the right to reject any part of, or the entire proposal received if the State determined that it is in the State's best interest to do so. The State may reject any proposal that is conditional or incomplete.

IMPORTANT NOTE TO BIDDERS: CAC highly encourages all bidders to check the posting daily due to changes or updates that may happen at any time. Please go to: <https://caleprocure.ca.gov/pages/Events-BS3/event-search.aspx>. In the Department field, type 8260 and then click on Search.

Contact Information for Request for Proposal No. RFP-25-017

Name: California Arts Council
Title: Procurement Analyst
Email: Procurement@arts.ca.gov

Table of Contents

I. PURPOSE	4
II. PROJECT GOAL	4
III. SCOPE OF WORK	4
IV. DELIVERABLES	5
V. MINIMUM & DESIRED QUALIFICATIONS.....	6
VI. BUDGET DETAIL.....	7
VIII. PROPOSAL REQUIREMENTS	7
IX. EVALUATION CRITERIA	9
X. KEY ACTION DATES	9
XI. QUESTIONS & ANSWERS	10
XII. MANDATORY BUSINESS REQUIREMENTS	10
XIII. RFP SUBMISSION INSTRUCTIONS	11
XIV. RFP EVALUATION PLAN.....	15
XV. PREFERENCE AND INCENTIVE PROGRAMS	17
XVI. TARGET AREA CONTRACT PREFERENCE ACT (TACPA).....	23
XVII. PROTEST PROVISIONS	24
XVIII. DISPOSITION OF PROPOSALS	26
XIX. AWARD	26
XX. TRAVEL	26
XXI. POST EVALUATION FOR NON-IT CONSULTING CONTRACTS	26
XXII. BUDGET DETAIL & PAYMENT PROVISIONS	27
XXIII. GENERAL TERMS AND CONDITIONS (GTC 02/2025).....	31
XXIV. SPECIAL TERMS AND CONDITIONS.....	31
XXV. NON-IT SERVICES CONTRACTS CONFIDENTIALITY & DATA SAFEGUARDS	49
XXVI. REQUIRED ATTACHMENTS	50

I. PURPOSE

The California Arts Council seeks a contractor to strengthen statewide technical assistance capacity for arts organizations while supporting the evaluation, enhancement, and long-term sustainability of panel operations used in grantmaking and program administration.

II. PROJECT GOAL

The selected contractor will develop scalable training resources, strengthen staff readiness for statewide service delivery, and assess opportunities to improve panel engagement, participation, operational effectiveness, and administrative efficiency.

III. SCOPE OF WORK

A. Technical Assistance Curriculum Development and Capacity Building

The contractor shall:

- Develop and refine technical assistance curriculum, training materials, and learning resources.
- Create scalable training modules capable of supporting statewide implementation.
- Develop facilitator guides, participant materials, and implementation tools.
- Create train-the-trainer resources and delivery standards.
- Develop recommendations for sustainable statewide technical assistance delivery models.
- Support staff readiness and capacity-building efforts related to technical assistance delivery.

B. Staff Training and Readiness

The contractor shall:

- Assess training needs and workforce readiness.
- Develop onboarding, coaching, and professional development resources.
- Create knowledge transfer and implementation tools.
- Support the development of standardized approaches for statewide technical assistance delivery.
- Provide recommendations for ongoing staff development and continuous improvement.

C. Panel Operations Assessment and Enhancement

The contractor shall:

- Assess existing panel administration, engagement, and support processes.
- Identify and implement opportunities to improve efficiency, consistency, participant experience, and administrative effectiveness in the short and long term.
- Review administrative processes related to panel participation, recognition, reimbursement methodologies, engagement strategies, operational support practices, and related administrative functions.
- Design and implement pilot activities, demonstrations, surveys, assessments, focus groups, or other evaluation activities intended to inform future panel support strategies.
- Develop recommendations for improving panel administration, participant support, operational efficiency, and overall program effectiveness.
- Produce findings, analyses, and recommendations that support future operational improvements and informed decision-making.

D. Strategic Plan Alignment Support

The California Arts Council is currently engaged with a separate contractor for strategic planning services.

The selected contractor shall not duplicate strategic planning activities. Instead, the contractor may:

- Coordinate with the strategic planning contractor as directed by the California Arts Council.
- Align technical assistance and panel recommendations with strategic priorities identified through the strategic planning process.
- Participate in implementation planning discussions when requested.
- Develop implementation tools, training resources, operational recommendations, and supporting materials that assist the California Arts Council in carrying out strategic priorities established through the strategic planning process.

IV. DELIVERABLES

Deliverables may include:

- Technical assistance curriculum and training materials
- Facilitator guides and implementation resources

- Staff readiness assessments and recommendations
- Technical assistance delivery framework
- Panel operations assessment
- Panel engagement and sustainability recommendations
- Administrative process improvement recommendations
- Best practice research and environmental scans
- Pilot project summaries and findings
- Strategic alignment recommendations
- Quarterly progress reports
- Final report and implementation recommendations
- Intermediary services, as directed by the California Arts Council

V. MINIMUM & DESIRED QUALIFICATIONS

A. Minimum Qualifications

Proposers must demonstrate:

- At least five (5) years of experience providing technical assistance, training, capacity-building, organizational development, workforce development, or program support services.
- Experience serving arts organizations, nonprofit organizations, public agencies, cultural organizations, educational institutions, or community-based organizations.
- Experience developing curriculum, training programs, toolkits, learning resources, or statewide learning initiatives.
- Experience conducting organizational assessments, program evaluations, operational reviews, or process improvement projects.
- Experience facilitating stakeholder engagement, workshops, focus groups, listening sessions, or communities of practice.
- Demonstrated ability to produce written reports, recommendations, implementation plans, and technical guidance materials.

B. Desired Qualifications

Preference may be given to proposers demonstrating:

- Experience working with state arts agencies, public grantmaking entities, or statewide programs.
- Experience supporting peer review panels, advisory bodies, grant review processes, or stakeholder engagement initiatives.

- Experience evaluating operational workflows, administrative processes, and participant engagement systems.
- Experience conducting workforce, participation, engagement, or compensation model research and analysis.
- Experience designing scalable statewide service delivery models.
- Experience working with culturally diverse, rural, tribal, and historically underserved communities.

VI. BUDGET DETAIL

The total contract amount shall not exceed \$200,000.

Bidders are required to complete a Cost Template to show the cost breakdown.

The California Arts Council anticipates allocating funding across technical assistance, curriculum development, training, panel operations assessment, panel engagement activities, process improvement initiatives, pilot activities, and related project deliverables. Actual funding distribution may vary based on project needs, contractor recommendations, and program priorities.

The State reserves the right to modify funding allocations and work priorities during the contract term.

VII. CONTRACT TERM

12 months or 1 year starting as early as the Department of General Services Office of Legal Services approved date.

VIII. PROPOSAL REQUIREMENTS

(10-page limit not including CVs, Cost Worksheet, References, Attachments & Mandatory Business Documents)

- **Organizational Experience:** Describe your organization's experience providing technical assistance, capacity-building, training, curriculum development, organizational development, or related services. Include examples of projects similar in scope and complexity.

Technical Assistance and Curriculum Development: Describe your proposed approach for developing curriculum, training resources, learning tools, and statewide technical assistance delivery models.

- **Staff Readiness and Workforce Development:** Describe your experience preparing staff, facilitators, trainers, or partners to deliver services consistently across multiple regions, communities, or audiences.
- **Panel/Panelist Operations and Participant Engagement:** Describe your experience assessing, supporting, improving, or evaluating panel operations, review processes, advisory bodies, stakeholder engagement programs, or similar initiatives.
- **Process Improvement Methodology:** Describe your approach to assessing administrative processes, identifying efficiencies, evaluating participant experiences, and developing recommendations for improvement.
- **Equity, Accessibility, and Inclusion:** Describe how your organization incorporates equity, accessibility, cultural responsiveness, and inclusion into training, engagement, capacity-building, and program design.
- **Project Team Description and Experience:** Identify the proposed project team and describe the qualifications, experience, and roles of key personnel.
- **Project Team:** CVs of all the employees who will be working on this contract. Each CV is limited to three (3) pages containing relevant experience appropriate for this project/RFP.
- **Work Plan, Timeline, and Deliverables:** Provide a proposed work plan, timeline, milestones, deliverables, and project management approach for completion within the one-year contract term.
- **Cost Proposal Worksheet:** Provide a financial breakdown of your proposal by using the attached Cost Proposal Worksheet provided (in Excel) to accomplish the scope of work and program approach. Cost Proposals submitted not using the attached or included template will be deemed non-responsive. Cost Proposals must be submitted in Excel. Any other format (if not in Excel) will be deemed nonresponsive. Cost Proposals exceeding the maximum budget will be deemed nonresponsive and/or receive zero (0) cost points.
- **References:** Please provide a maximum of three (3) professional references who can speak to your organization's relevant experience to this scope of work and whose projects your organization completed

within the last five (5) years. Please provide the company name, current contact person(s), email addresses and telephone number(s). References must be reachable.

IX. EVALUATION CRITERIA

Evaluation Area (Total Points = 140)

1. Relevant Organizational Experience (20 pts)
2. Technical Assistance and Curriculum Development (20 pts)
3. Staff Readiness and Workforce Development (20 pts)
4. Panel/Panelist Operations and Participant Engagement (20 pts)
5. Process Improvement Methodology (20 pts)
6. Work Plan/Timeline and Deliverables (15 pts)
7. Project Team Qualifications (15 pts)
8. Equity, Accessibility and Inclusion Approach (10 pts)

Please refer to the Attachment 17 - Evaluation Plan & Scoring Rubric for complete details.

X. KEY ACTION DATES

Activity	Timeline
Request for Proposal release	June 18, 2026 by 5:00pm PST
Questions due	June 23, 2026 by 5:00pm PST
Answers posted to Cal eProcure	June 26, 2026 by 5:00pm PST
Bid package submissions due	July 2, 2026 by 5:00pm PST
Evaluation period & TACPA Review	July 2 - 7, 2026
Notice of Intent to Award	July 7, 2026 by 5:00pm PST
Protest Period	July 8, 2026 by 5:00 PM PST – July 15, 2026 by 5:00 PM PST
DGS Office of Legal Services May need up to 10 business days to review and approve.	July 20, 2026 - TBD
Contract Period	Estimate Only: July 31, 2026 – August 1, 2027

- Please note Key Action Dates may be subject to change based on

CAC's business need. If dates are changed, CAC will issue an Addendum.

- Upcoming Holiday(s), if any: Independence Day, July 4, 2025

XI. QUESTIONS & ANSWERS

- Questions about this RFP must be submitted directly to CAC's Procurement Analyst, Procurement@arts.ca.gov, and must be received by the date and time listed in Section VII. Key Action Dates. Please refer to the solicitation number in the subject line when submitting questions. For example, "RFP No.: RFP-25-017 Questions".
- All questions will be answered via a formal addendum to this RFP. No questions will be answered directly via email or by phone.
 - When published, interested parties can obtain a complete set of questions and answers as an addendum to this RFP at: <https://caleprocure.ca.gov/pages/index.aspx>.
- Bidders are strongly encouraged to submit questions and review the responses to all the questions.

XII. MANDATORY BUSINESS REQUIREMENTS

- Bidder must be based in the State of California, have a physical presence in the State, doing business in the State, and is currently qualified to do business in California during the RFP process, contract award date and throughout the terms of the Agreement.
- "Doing Business" in the State of California is defined as "actively engaging in any transaction for the purpose of financial or pecuniary gain or profit" (Revenue and Taxation Code Section 23101). Civil and criminal penalties may apply under California law to a corporation that conducts business in California and persons who conduct business on behalf of a corporation if the corporation is not authorized to conduct business in California.
- A bidder's applicable business type must be registered with the State of California, Secretary of State.
- A bidder with the applicable business type must provide a copy of their registration with California's Secretary of State to CAC. You may view the lists and status here: <https://www.sos.ca.gov/business-programs>.
- For nonprofit bidders, must have 501(c)(3) federal tax-exempt status. You may view your organization's status at <https://www.irs.gov/charities-non-profits/search-for-tax-exempt-organizations>.

- A nonprofit bidder must provide a copy of their IRS designation letter or the like showing your tax-exempt status.
- Business license and/or a business tax certificate will be required from bidders. Bidders are responsible for procuring a business license. Contact your local government (city or county).
- State agencies are required to verify bidders do not have a negative evaluation on file with Department of General Services Office of Legal Services. Refer to PCC section 10371 and SCM Volume 1, Section 3.02.3.
- Must be able to provide a copy showing appropriate liability insurance coverage and name CAC as an additional insured. Please see additional details on the State's minimum insurance requirements.
- The bidder must not have an active state or federal tax liens, suspensions or delinquent filings.
- Prohibition on Tax Delinquency: Any Agreement that a State Agency enters into after July 1, 2012, is void if the contract is between a State Agency and a Contractor whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. In accordance with Public Contract Code Section 10295.4, agencies are required to reject offers and/or cancel Agreements with entities that appear on either list. Refer to the following:
 - Franchise Tax Board: <https://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html>.
 - Department of Tax and Fee Administration: <https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm>.
- Refer to the following for details on minimum insurance required by the State of California: <https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Outreach/Resources/Contract-Insurance-Requirements.pdf>.
- CAC reserves the right to submit copies of the bidder's insurance to Department of General Services Office of Risk and Insurance Management (ORIM) for review to ensure minimum insurance coverage are met required by the State. Refer to <https://www.dgs.ca.gov/ORIM>.

XIII. RFP SUBMISSION INSTRUCTIONS

This RFP contains all instructions that govern the requirements for Solicitation submission. It addresses the required format of the proposal and related material to be contained therein. It also lists the specific requirements that all interested parties must meet to be eligible for consideration.

A. Interested parties must:

1. Carefully read the entire RFP.
2. Submit all completed response(s) by the required dates and times.
Refer to Key Action Dates.
3. Accurately follow and appropriately address all RFP procedures and requirements.
4. The solicitation must be submitted in a non-editable PDF, except for the Attachment 5 - Cost Proposal Worksheet, which must be in Excel format.
5. The Solicitation must be entirely in English.
6. Solicitation should be organized in the order as shown on Attachment 1: Required Attachments and Mandatory Business Documents Checklist.
7. The narrative portion of the proposal shall not exceed (10) single-sided pages. This page limit excludes the cover page, table of contents, resume/CVs of key personnel, references, required forms, certifications, and any required attachments.
8. Bidders are responsible for ensuring that files can be accessed on both Windows and Macintosh operating systems and that any hyperlinks are functioning and accessible.
9. All required documents must have all the necessary signatures and/or dates by the authorized personnel/agent.

B. Submission of RFP

1. The entire bid package must be submitted electronically via email to: Procurement@arts.ca.gov.
 - a. Include the RFP number in the subject line of the email of your submission. For example: RFP-25-017 Submission.
2. CAC will not accept bids submitted separately or piecemeal. However, if bidder encounter issues with file size, please advise the Procurement Analyst immediately: Procurement@arts.ca.gov or (916) 960-7549. Bidders must give the Procurement Analyst at least 24 hours to respond to provide assistance.
3. The bidder is solely responsible for addressing and resolving all logistical or technical issues related to preparing and submitting your solicitation so that your solicitation is received by the deadline.
4. If CAC is unable to view, read and/or access your submission/files, the bid may be deemed nonresponsive.

5. The entire Solicitation must be received in Procurement@arts.ca.gov inbox by the date and time listed in Key Action Dates. Bids received after this date and time will be considered late and will not be accepted. No exceptions.
6. Bids should provide straightforward and concise descriptions of the bidder's ability to satisfy the RFP requirements. Bids must be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of the Proposal.
7. The Solicitation must include all the required documents identified in Attachment 1 - Required Attachments and Mandatory Business Documents Checklist. Solicitations that do not include all the required documents shall be deemed non-responsive. A non-responsive bid is one that does not meet all the Proposal requirements.
8. A bid may be rejected if it is conditional, incomplete or if it contains any alterations of form or other irregularities of any kind. CAC may reject any or all bids and may waive any immaterial deviation in a bid. CAC's waiver of immaterial defect shall in no way modify the RFP document or excuse the bidder from full compliance with all requirements, if awarded the Agreement.
9. If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, do inform the Procurement Analyst, Procurement@arts.ca.gov, of such error in writing upon discovery. Include the RFP number (RFP#: RFP-25-017) in the title of the email. All bids are submitted at the bidder's own risk.
10. Cost for developing bids and in anticipation of the award of the Agreement are entirely the responsibility of the bidder and shall not be charged to CAC.
11. A bidder may modify a Proposal after its submission by withdrawing the original or prior Proposal and resubmit a new Proposal prior to the submission deadline via email to Procurement@arts.ca.gov. To notify CAC of the withdrawal of your prior submission and your plans to resubmit, bidders must use the email subject line heading:
RFP-25-017 Submission – Original submission.
RFP-25-017 Resubmit #1 – To modify the original submission.
RFP-25-017 Resubmit #2 – To modify Resubmit #1.
Modifications initiated by the bidder in any other manner, oral or written, will not be considered. Proposals may not be withdrawn without cause subsequent to the submission deadline.
12. CAC, at its sole discretion, may request information from the bidder as part of Phase One described in the Evaluation Plan & Scoring

(attachment). Information obtained from the bidder that was requested by CAC during Phase One may be accepted at CAC's sole discretion as proper modification to the original Proposal. Additionally, CAC during Phase One shall not be considered a deviation, material or otherwise, from the requirements of this RFP.

13. The documents provided by the Bidder in their proposal submittal enable CAC to evaluate for responsiveness. CAC reserves the right to ask clarifying questions during evaluation, such as Commercially Useful Function (CUF); however, the answers cannot change or alter the proposal submittal. CAC also reserves the right to contact any or all of the subcontractors listed, if any. Should a discrepancy exist between the answer provided and the proposal submittal, the proposal submittal will be considered correct.
14. At any time, CAC may modify this RFP, the Key Action Dates or any of its attachments prior to the date of submission by the issuance of an addendum. Addenda shall be numbered consecutively as a suffix to this RFP. Therefore, CAC highly encourages the Bidder to check the RFP advertisement as often as possible in case of potential changes and/or updates to RFP#: RFP-25-017 by visiting <https://caleprocure.ca.gov/pages/Events-BS3/event-search.aspx>.
15. Interested parties or potential interested parties are prohibited from initiating any communication with any CAC staff concerning this RFP except as specified herein. CAC reserves the right to reject the Proposal of any bidder violating this prohibition.
16. Bidders are cautioned not to rely on CAC during the assessment to discover and report to the bidder any defects or errors in the submitted documents. Bidders, before submitting your documents, should carefully proof them for errors and adherence to the RFP requirements.
17. More than one (1) Proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a bidder has submitted more than one Proposal for the work contemplated herein will cause the rejection of all Proposals submitted by that bidder. If there is a reason to believe that collusion exists among the bidders, none of the participants in such collusion will be considered in this or future procurements. DGS' Procurement Division will be notified.
18. A proposal may be rejected if it contains any alterations of form or other irregularities of any kind. The CAC does not accept alternate contract language from prospective contractors. Proposal with such language shall be considered a counter Proposal and shall be rejected.

The State of California's General Terms and Conditions are not negotiable. Refer to GTC 02/2025 which can be downloaded from the following website: <https://www.dgs.ca.gov/ols/resources/page-content/office-of-legal-services-resources-list-folder/standard-contract-language>.

19. Bidders should be aware that marking a file or document "confidential", "proprietary", or "trade secret" in a Proposal may exclude it from consideration for award and will not keep that document from being released after award as part of the California Public Records Act, unless the Bidder successfully petitions a court of competent jurisdiction to order the State not to release the document. All materials submitted in response to this RFP document will become the property of the State and will become a public record after Award.
20. Cal eProcure is the official posting site for RFP-25-017 Strategic Planning. Should bidders encounter issues with Cal eProcure, you can reach their System Support Division via email Vendor@fiscal.ca.gov or call them at 1-855-421-6355.

XIV. RFP EVALUATION PLAN

- A. Phase One: Administrative Criteria
Pass/Fail review to confirm vendor has submitted all required Offer components. At the time of Offer opening, each Offer will be checked for the presence or absence of required information/documents in conformance with the submission requirements of this. See attached Evaluation Plan.
- B. Phase Two: Technical Criteria – See attached scoring rubric.
- C. Phase Three: Cost Criteria – Based on Cost Points Calculation.
Formula: $[\text{Lowest Cost/Bidder's Cost}] \times \text{Maximum Points} = \text{Cost Points}^1$.
The Bidder with the lowest proposed cost will receive the maximum points. Other Bidders will be based on Cost Points Formula.
- D. Once scores are final, proposals will have applicable preferences and incentives applied. See PREFERENCE AND INCENTIVE PROGRAMS.

¹ All decimal numbers will be rounded to nearest thousandth place, if needed. For example: the rounding of 0.16789 will be 0.168.

E. Sample Final Proposal Tabulation: RFP – Secondary Method

PROPOSER/BIDDER	A	B	C
Phase One: Administrative Criteria Responsive & Responsible? (Y/N)			
Small Business (SB)			
Phase Two: Technical Proposal Score			
Phase Three: Cost Proposal Score			
Initial Ranking			
SB Preference Points			
TACPA Preference – 5% to 9% (combining a 5% worksite and up to 4% workforce), if applicable only			
DVBE Incentive Percentage			
DVBE Incentive Points			
Adjusted Final Score			
Final Ranking			

IMPORTANT: Please refer to the following links below for more information:

- Small Business Preference and Competitive Solicitations:
<https://www.dgs.ca.gov/PD/Resources/SCM/TOC/12/12-04>
- DVBE Incentive and Competitive Solicitations:
<https://www.dgs.ca.gov/PD/Resources/SCM/TOC/12/12-02>

F. Key Definitions:

- Responsive Bidder – A Bidder is considered responsive if it indicates compliance without material deviation from the requirements of the RFP and the terms and conditions of the proposed contract.
- Responsible Bidder – A Bidder is responsible if they possess the experience, facilities, reputation, financial resources and are fully capable of performing the contract.

G. In the event there is a tie, each of tied bidders shall be contacted by the CAC Procurement Analyst, Carla Pareja. The Bidder whose Bid Package was received first shall make the first call. The Bidder can witness the flipping of the coin remotely via Zoom or Teams. The flipping of the coin will be conducted and witnessed, in person, by at least two (2) CAC authorized staff or the Evaluation Committee.

- H. Strict adherence to the laws and regulations to apply the preference and incentives will be followed. Please be aware that contracts awarded with applied preferences or incentives will be monitored throughout the life of the contract for compliance to statutory, regulatory and contractual requirements.

XV. PREFERENCE AND INCENTIVE PROGRAMS

A. Small Business or Microbusiness Preference

1. This RFP does not include a mandatory Small Business (SB) participation requirement. However, a certified Small Businesses or Microbusinesses or Non-Small Business (NS) can claim a 5 percent preference when submitting a proposal.
2. About Small Business Preference: California Government Code (GC) section 14835, et seq., requires a preference be given to Proposers who are California Certified Small Business (SB) or Microbusiness (MB). The rules and regulations of this law, including the definition of a SB for the delivery of goods and services, are contained in California Code of Regulations, title 2, section 1896 et seq.

A preference is available to a certified SB. A Proposer claiming this preference must be certified by the Office of Small Business and Disabled Veteran Enterprise Services (OSDS) as a SB. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

To be considered as a certified SB, the Proposer must have a complete application package on file with the OSDS by 5:00 p.m. on the Deadline for Final Proposal Submittal date. Questions regarding the certification approval process should be directed to the OSDS. A copy of the regulations, instructions and format for claiming the Small Business Preference is available 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>.

To claim the Small Business Preference please see Attachment 3, Bidder Declaration (GSPD-05-105).

NOTE: Pursuant to GC 14837, only a SB who performs a Commercially Useful Function (CUF) relevant to the Scope of Work included in this RFP may qualify the Proposer for a SB preference. A business that is performing a commercially useful function is one that does ALL of the following:

- Is responsible for execution of a distinct element of the work of the contract;
- Carries out its obligation by actually performing, managing, or supervising the work involved;
- Performs work that is normal for its business, services and function;
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices; and
- Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.

3. About Non-Small Business or Microbusiness Subcontractor Preference:

A preference is available to a non-small business (NS) claiming 25% California-certified small business subcontractor participation. A Proposer claiming this preference must list one or more SB subcontractor(s), whom the Proposer commits to subcontract in an amount of at least twenty-five percent (25%) of the work performed under this contract.

To claim the Non-Small Business Subcontractor Preference please see Attachment 3, Bidder Declaration (GSPD-05-105).

NOTE: Pursuant to GC 14837, only a SB who performs a Commercially Useful Function (CUF) relevant to the Scope of Work included in this RFP may be used to qualify the Proposer for the Non-Small Business Subcontractor Preference. A business that is performing a commercially useful function is one that does ALL of the following:

- Is responsible for execution of a distinct element of the work of the contract;
- Carries out its obligation by actually performing, managing, or supervising the work involved;

- Performs work that is normal for its business, services and function;
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices; and
- Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.

To receive the CCSB 5 percent preference, the proposer must be both responsive and responsible.

B. DVBE (Disabled Veterans Business Enterprise) Participation – Declaration and Program Incentive

1. This solicitation does not include a minimum DVBE participation requirement. DVBE incentive participation is optional and at the discretion of the proposing State Agency.
2. The DVBE Participation Goal Program for State contracts is established in Public Contract Code (PCC) section 10115 et seq.; Military and Veterans Code (MVC) section 999 et seq.; and Title 2 California Code of Regulations (CCR) section 1896.60 et seq.
3. An incentive will be given to bidders who provide DVBE participation either as a California Certified DVBE bidder or commit to using DVBE subcontractors to perform the participation goal percentage.
4. Companies who have been certified by the State of California as a DVBE must submit a completed DGS PD 843 (Disabled Veteran Business Enterprise Declaration) form. All disabled veteran owners and disabled veteran managers of the DVBE must sign the form.
5. A DVBE incentive applies to this solicitation. Any responsive and responsible bidder with the confirmed DVBE participation eligibility, Per TABLE 1. DVBE PARTICIPATION is eligible to receive the incentive, which will be applied to the total possible available points, not including points for socioeconomic incentives or preferences. Bidders, who are not responsive or responsible, regardless of the amount of DVBE participation, are not eligible to receive the incentive.
6. CAC will apply the incentive to bids proposing the utilization of California/DGS Certified DVBE firms identified on the Attachment 3 – Bidder Declaration GSPD-05-105. Information provided on the Bidder Declaration shall be verified by CAC prior to award of the contract.

7. Information provided on the Bidder Declaration shall be verified by the CAC prior to award of the contract.
8. When applying the DVBE Incentive, a Non-Small Business shall not displace an award to a DGS Certified Small Business.

C. DVBE Participation Table

When applying the DVBE Incentive, a Non-Small Business shall not displace an award to a DGS Certified Small Business.

TABLE 1. DVBE Participation

Confirmed DVBE Participation of:	DVBE Incentive	POSSIBLE INCENTIVE POINTS (Total Possible Points* x Incentive Percentage)
5%	5%	Total Possible Points x 5%
4% to 4.99% inclusive	4%	Total Possible Points x 4%
3% to 3.99% inclusive	3%	Total Possible Points x 3%
2% to 2.99% inclusive	2%	Total Possible Points x 2%
1% to 1.99% inclusive	1%	Total Possible Points x 1%

* Total possible points not including points for socioeconomic incentives or preferences.

D. DVBE Participation Commitment (Optional)

1. Method A – DGS Certified DVBE Bidder:

- Commit to perform the participation goal percentage of the contract bid amount with its own resources or in combination other DVBE(s) as subcontractor.
- Document DVBE participation on the Bidder Declaration DGS PD-05-105 for the Prime and all subcontractors (any person, firm, corporation that will participate in fulfilling any part of the contract.).
- Submit a signed certification under penalty of perjury that the work performed by each DVBE subcontractor listed on the Bidder Declaration DGS PD-05-105 is Commercially Useful Function (CUF) Compliant.

- Submit a written Confirmation Letter/Form for each DVBE subcontractor identified on the Bidder Declaration DGS PD-05-105 form. The written confirmation must include the solicitation number and be signed by the bidder and the DVBE subcontractor(s). The written confirmation shall include, but is not limited to, the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment and total amount to be paid to the DVBE. Failure to submit signed confirmations with the bid may render the bid non-responsive. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.
- DGS PD 843 DVBE Declarations form for all DVBE participants (prime or subcontractor).

2. Method B – Non-DVBE Bidder:

- Commit to using DGS Certified DVBE(s) to perform the participation goal percentage of the contract bid amount.
- Document DVBE participation on the Bidder Declaration DGS PD-05-105. The written confirmation must include the solicitation number and be signed by the Bidder and the DVBE subcontractor(s).
- Submit a written Confirmation Letter Form from each DVBE subcontractor identified on the Bidder Declaration DGS PD-05-105 form. The written confirmation must include the solicitation number and be signed by the bidder and the DVBE subcontractor(s). The written confirmation shall include, but is not limited to, the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment and total amount to be paid to the DVBE. Failure to submit signed confirmations with the bid may render the bid non-responsive. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.
- Submit a signed certification under penalty of perjury that the work performed by each DVBE subcontractor listed on the contract is Commercially Useful Function (CUF) Compliant.
- DGS PD 843 DVBE Declarations form for all DVBE participants (prime or subcontractor).

- DVBE Incentive Points Calculation Bidder deemed responsive and responsible are eligible to receive the incentive.

E. About Commercially Useful Function:

As defined in MVC §999(B), a person or an entity is deemed to perform a “commercially useful function” if a person or entity does all of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is responsible, with respect to products, inventories, materials and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.
- CUF Evaluation and Determination Worksheet – Will be completed by CAC for the prime contractor and each subcontractors (whether they be SB/Micro, DVBE or not). Refer to the following website: <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Commercially-Useful-Function-for-Certified-Firms>.
- A bidder/contractor, subcontractor or supplier will not be considered to perform a “commercially useful function” if the contractor’s, subcontractor’s, or supplier’s role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.
- A bidder/vendor and/or its subcontractor(s) is/are performing a commercially useful function when it will actually be executing the work per RFP or agreement, provide resources, labor, supervision, and/or supplies essential to the agreement and not merely acting as a broker, pass-through or “paper partner”.

F. DVBE Substitution (Post Award)

Bidders must use the DGS certified DVBE subcontractors or suppliers proposed in the bid. Any substitutions must be requested in writing to the awarding department and approved by both the awarding department and OSDS in writing prior to the commencement of any work by the proposed DVBE. The proposed DVBE must be DGS certified. The substitution must be to perform the same work and shall maintain the minimum level of DVBE participation stated in original bid. (MVC §999.5(g)).

G. Certification of Payment Options – Military & Veterans Code §999.5 and §999.7(a) (SB 588)

- Certification of Payments to DVBE Subcontractors and Withhold to be enforced by CAC.
- In accordance with the State Contracting Manual, Volume 2, Section 1203.1, State departments shall require the Contractor to submit a complete and accurate Prime Contractor's Certification – DVBE Subcontracting Report (STD 817) upon acceptance of ordered goods or services for which the Contractor committed to DVBE subcontractor participation.
- Upon delivery or completion of ordered goods/services, State departments shall do the following:
 - Provide proper withhold notification to prime contractors.
 - Withhold ten thousand dollars (\$10,000.00) or the full amount of the final invoice if accurate STD 817.
 - Review the STD 817. If it is determined to be complete and accurate, authorize payment of the withhold.
 - If the STD 817 is late or incomplete, department must send the prime contractor a cure notice allowing at least fifteen (15) days, but not more than thirty (30) days, to meet the Certification of Payments to DVBE Subcontractors requirements.
 - If the prime contractor does not comply by the identified deadline, permanently deduct the withhold.
 - Retain all records for a minimum of six (6) years.

XVI. TARGET AREA CONTRACT PREFERENCE ACT (TACPA)

Any bidder whose bid proposal is over \$100,000 may apply for Target Area Contract Preference Act (TACPA) preference. TACPA provides 5 to 9 percent preference for a California business that is located in the qualified zone.

The following forms are required to be eligible: STD 830 and DGS PD 526.
Please visit the following site for more details:

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-Target-Area-Contract-Preference>.

The TACPA economic stimulus preference program was established to stimulate business investment in distressed areas of the state and create job opportunities for Californians for improving the economic vitality of their communities.

To determine if a business is located within a TACPA qualified zone, please visit: <https://tacpa.dgs.ca.gov/>.

For more information on TACPA, please visit:
<https://tacpa.dgs.ca.gov/Home/About>.

Let it be noted, for any contract in which the worksite is fixed by the provisions of the contract, the TACPA preference option does **not** apply.

XVII. PROTEST PROVISIONS

- A. Notice of Intent to Award (NOITA) will be posted on the CAC's office main entrance located at 2750 Gateway Oaks Drive STE 300 Sacramento, CA 95833, CAC website www.arts.ca.gov and/or on Cal eProcure for five (5) working days prior to awarding the contract.
- B. If any Proposer believes that this RFP unnecessarily restricts their ability to submit a responsive proposal, the Proposer can submit a protest within five (5) calendar days from the date of Notice of Intent to Award. Otherwise, the State must give at least give (5) working days between Notice of Intent to Award and the actual award date (PCC 10345).
- C. All protests must be made in writing and must contain a detailed 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. The written statement of protest must include the RFP #, name of the State agency involved and the agency contract person.

Protests must be sent to the following:

- (1) Department of General Services (DGS)
Office of Legal Services (OLS)

ATTN: Bid Protest Coordinator
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, CA 95605
Email: OLSProtests@dgs.ca.gov

(2) A copy of the detailed written protest must be emailed to CAC's Procurement Analyst, Procurement@arts.ca.gov.

- D. Bidders can submit their protest of detailed written statement by certified or registered mail. Any protest must be received by DGS OLS and CAC within five (5) calendar days from the date of Notice of Intent to Award.
- E. Failure by any Proposer to raise any concern related to the solicitation requirements within five (5) calendar days from the date of Notice of Intent to Award will be deemed a waiver of any claim regarding the contract award relating to the solicitation requirements.
- F. Grounds for Protest:
As set forth in Public Contract Code §10345 (b) (2), grounds for protest are limited to the following:
- The state agency failed to follow the procedures specified in either subdivision (b) or (c) of Section 10344.
 - The state agency failed to correctly apply the standards for reviewing the format requirements or evaluating the proposals as specified in the request for proposal.
 - The state agency used the evaluation and selection procedure in subdivision (b) of Section 10344, but is proposing to award the contract to a bidder other than the lowest responsible bidder
 - The state agency used the evaluation and selection procedure in subdivision (c) of Section 10344 but failed to follow the methods for evaluating and scoring the proposals specified in the request for proposal.
 - The state agency used the evaluation and selection procedure in subdivision (c) of Section 10344 but is proposing to award the contract to a bidder other than the bidder given the highest score by the state agency evaluation committee.

XVIII. 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. Bid Packages may be returned only at the Proposer's expense unless such expense is waived by the awarding agency.

XIX. AWARD

Contract award, if made, will be awarded to the bidder who is responsive and responsible and received the highest score after the application of preferences and incentives. Please review the evaluation and scoring process for complete details.

XX. TRAVEL

The Contractor will work from their own office location; however, the project may require the contractor to travel to the CAC office located at 2750 Gateway Oaks Drive STE 300 Sacramento, CA 95833. 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. Travel reimbursements shall be in line with the travel costs and reimbursements associated with state travel (see <https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>). CAC reserves the right to request supporting documents, but not limited to, invoices, receipts (proof of payment by the contractor), itinerary and the like. Contractor must furnish supporting documents of travel upon requests. The State reserves the right to request proof of automobile liability insurance at any time. Please also refer to the Mandatory Business Requirements outlined in the RFP.

XXI. POST EVALUATION FOR NON-IT CONSULTING CONTRACTS

Pursuant to Public Contract Code, Sections 10367 and 10369, each contractor providing consultant services of \$5,000 or more shall be advised in writing on the standard contract that the performance will be evaluated.

- A. One Contract/Contractor Evaluation, form STD 4, must be prepared within 60 days of the completion of the contract. The form shall be uploaded into FI\$Cal and kept as part of the procurement file.
- 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 evaluation form in a separate agency contract file and send one copy of the form to DGS Office of Legal Services (OLS) within five working days of the completion of the evaluation.
- D. On 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 prepare a statement defending his or her performance under the contract and to send it to the agency and the department. The contractor's statement shall be filed with the evaluation in the agency's separate contract file and in DGS/OLS's files.

XXII. BUDGET DETAIL & PAYMENT PROVISIONS

- A. Invoicing and Payment
 - 1. For services satisfactorily rendered, and upon receipt and approval of the invoice(s) by the Contract Manager, the CAC agrees to compensate, in arrears, the Contractor for actual expenses incurred in accordance with the rates specified herein and hereto—Cost Worksheet and STD 213.
 - 2. The total amount payable by the CAC for this Agreement shall not exceed the amount on the STD 213. It is understood and agreed that this total is the maximum amount payable to the Contractor and actual services rendered may be less, and payment therefor, may be less.
 - 3. Invoices shall be emailed to the Contract Manager no later than thirty (30) days after the service has been completed or within five (5) business days after the contract administrator/designee has requested in writing for the invoice to be submitted. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears.
 - 4. If budgetary funds revert due to failure to submit timely invoices or failure to submit a properly prepared invoice, related Federal and State funds will no longer be available for use which will require the contractor to submit a claim through the Department of General Services, where approval to pay is not guaranteed.

5. Payment shall be in arrears contingent upon receipt of an invoice and approved by the Contract Administrator or his/her designated representative(s). The invoice must be submitted on the Contractor's letterhead, signed by the authorized representative, and include the following (though not limited to):
 - Name of CAC Contact Person
 - CAC Contract number (listed on Standard Agreement 213)
 - Date(s) work was performed
 - Location(s) where work was performed
 - Brief description of work performed
 - Service hours - Duration of Assignment
 - Applicable rate(s) and total dollar amount
 - Invoice must align with the bidder's Cost Worksheet.
6. Net payment terms for the State of California: 45 days.
CAC reserves the right to request from the Contractor supporting documents like approved timesheets, receipts and the like. Contractor(s) must furnish all supporting documents, as needed, upon request by CAC.

B. Prompt Payment Clause

The CAC is obligated to promptly pay all invoices (Government Code Chapter 4.5 commencing with §927). However, invoices must be properly submitted for prompt processing and payment. Under certain conditions, the CAC is required to pay Contractors a late payment if a correct invoice for services/goods is not paid within 45 calendar days. The Contractor does not need to request the late payment as the CAC will determine and send any late payment to the Contractor.

C. Advance Payment

CAC may authorize an advance payment to the Contractor upon execution of this Agreement. Such advance payment shall not exceed or up to 25% of the total contract amount and shall be used exclusively for expenses directly related to the performance of services under this Agreement. The Contractor shall submit a written request for advance payment, including a detailed expenditure plan and justification.

The Contractor agrees to provide receipts, documentation, or other financial records upon request to demonstrate that advance funds were expended solely for contract-related purposes. Any unexpended or improperly

expended funds must be returned to the State within thirty (30) calendar days of request or contract termination, whichever occurs first.

Advance payment shall not constitute acceptance of services and shall be subject to recoupment if the Contractor fails to perform in accordance with the Agreement terms.

D. Retention

A 10% retention may be held for all payments to the Contractor. The Contractor is not entitled to any portion of the 10% unless all the components, labor, tasks, etc. are delivered satisfactorily and approved by the Contract Manager or an CAC Executive Member at the end of the contract term.

E. Tax Compliance

The Contractor is hereby notified that the CAC is required by Federal and State Tax Codes to report certain payments to individuals. Without this information, the CAC cannot pay Contractor invoices. The Contractor agrees to abide by these conditions and provide the requested information.

F. Excise Tax

The CAC is exempt from Federal excise taxes and no payment will be made for taxes levied on employee(s) wages. The CAC will pay for any applicable State of California or local sales or use tax on services rendered, or equipment or parts supplied, pursuant to this Contract. The CAC may pay any applicable sales and use tax imposed by another State.

G. Travel

The Contractor will be reimbursed at the current State rate for all excluded and represented employees. Refer to

<https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

Overnight Stay: Prior approval is required by the CAC Contract Manager for an assignment that may require an overnight stay, lodging and per diem. Lodging and per diem shall be invoiced as separate line items(s) and be reimbursed at the current State rate for all excluded and represented employees. Refer to <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.

H. Budget Contingency Clause - State

1. 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.
2. 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.

I. Budget Contingency Clause - Federal

1. 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.
2. 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 2022 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.
3. 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.
4. 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.

J. Amendment

The State reserves the right to amend for additional time if deemed necessary.

XXIII. GENERAL TERMS AND CONDITIONS (GTC 02/2025)

Refer to the following website:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language?search=general%20terms%20and%20conditions>

XXIV. SPECIAL TERMS AND CONDITIONS

1. Notification

All notices required by either party shall be in writing and sent by email, mail or personally delivered to the appropriate address. CAC headquarters is located at 2750 Gateway Oaks Drive STE 300 Sacramento, CA 95833.

2. Contract Personnel

The Contractor shall not substitute members of the project personnel without prior written approval of the CAC.

3. CAC's 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. Right to Terminate

a) In addition to any other provision of this contract, the CAC may terminate this contract or cancel a portion of the services(s) for any reason with thirty (30) days written notice. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

b) However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the agreement. In this instance, the agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.

c) Failure to comply with contract terms and conditions is termination for cause and future bids will be rejected for one (1) year.

5. Insurance Requirements

a) General Provisions

1. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of

this insurance. Any new insurance must still comply with the original terms of the contract.

2. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
 3. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
 4. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
 5. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
 6. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
 7. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor obligations under the contract.
 8. Satisfying an SIR - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
 9. Available Coverages/Limits - All coverage and limits available to the contractor shall also be available and applicable to the State.
- b) Insurance Coverage Required by the State of California
1. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 and \$2,000,000 aggregate for bodily injury and property damage liability. The policy must include coverage for liabilities arising out of premises operations, independent Contractors, products/completed operations, personal & advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:
The State of California, its officers, agents, and employees are included as additional insureds, but only with respect to work

performed for the State of California under the contract. The additional insured endorsement must accompany the certificate of insurance.

Endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

2. Automobile Liability – If contractor will not have any commercially owned vehicles used during the life of this Agreement, by signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.
 3. Workers' Compensation and Employers Liability – Contractor shall maintain statutory workers' compensation and employers' liability coverage for all its employees who will be engaged in the performance of this Agreement. Employer's liability limits of \$1,000,000 are required. The workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.
 4. If your business is a Sole Proprietorship and does not employ any other individual(s), a signed statement on business letterhead stating, "I certify under penalty of perjury under the laws of the State of California that I do not employ any person in any manner as to become subject to the Workers' Compensation laws of California. I further certify that the Department of Rehabilitation will be notified within ninety (90) days of any changes which results in the business becoming subject to the Workers' Compensation laws of the State of California" must be on file for this Agreement.
 5. Professional Liability – Contractor shall maintain Professional Liability at \$1,000,000 per occurrence and \$2,000,000 aggregate covering any damages caused by a negligent error, act, or omission. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of this Agreement work. The Contractor is responsible to maintain continuous coverage for up to three years after the notice of completion.
 6. NOTE: Contact your insurance representative to ensure your insurance program satisfies the State requirements.
 7. Contractor/Bidder/Offeror is responsible to notify the State within 5 business days of any cancellation, non-renewal or material change that affects required insurance coverage.
8. Conflict of Interest

- a) A firm will not be awarded an agreement if the financial interests are held by a current officer or employee of the state. Additionally, an agreement will not be awarded to an officer or employee of the state as an independent contractor to provide goods and service. Likewise, the contracting agency officials and employees shall also avoid actions resulting in or creating an appearance of:
 - 9. Using an official position for private gain;
 - 10. Giving preferential treatment to any particular person;
 - 11. Losing independence or impartiality;
 - 12. Making a decision outside official channels; and,
 - 13. Affecting adversely the confidence of the public or local officials in the integrity of the program.
- b) Former State employees will not be awarded an agreement for 2 years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for 1 year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed agreement within the 12-month period to his or her separation from state service.
- c) Penalty for Violation
 - 1. If the Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC §10420)
 - 2. Members of Boards and Commissions:
Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC §10430 (e))
- d) Representational Conflict of Interest
The Contractor must disclose to the CAC Contract Manager any activities by Contractor and/or subcontractor personnel involving representation of parties, or provision of consultation services to parties, who are adversarial to CAC. CAC may immediately terminate this Agreement if the Contractor fails to disclose the information required by this section. CAC may immediately terminate this Agreement if any conflicts of interest cannot be reconciled with the performance of services under this Agreement.
- e) Financial Interest in Contracts
Contractor should also be aware of the following provisions of Government Code 1090: "Members of the Legislature, State, County District, Judicial District and City Officers or employees shall not be financially interested in any contract made by them in their official capacity, or by anybody or board of which they are members. Nor shall state, county, district, judicial district and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity."

9. 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.

10. Intellectual Property Considerations (CAC)

- 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.
- c) U.S. Intellectual Property Right: any intellectual property right enforceable in the United States, including, without limitation, rights in trade secrets, copyrights, and U.S. patents.

11. 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.

12. Resolution

- d) 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.

- e) 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.
- f) 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.

13. Contract Amendments

- a) This agreement may be amended by mutual consent of the State and the Contractor. Any alteration of or variation from the terms of the Agreement is not valid unless made in writing and signed by the parties and approved as required. No oral understanding or agreement not incorporated into the Agreement is binding on the State or the Contractor.
- b) In the event that additional services must be performed which was wholly unanticipated and is not specified in the written Scope of Work, but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work outlined, an amendment to this Agreement is required for additional time only.

14. 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.

15. 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.

16. Confidentiality of Data

All financial, statistical, personal, technical, or other data and information relative to the CAC's operations, which is designated confidential by the CAC and made available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure. The Contractor shall implement appropriate measures designed to ensure the confidentiality and security of all data and information designated confidential by the CAC, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the CAC, or an individual identified within the data.

The Contractor shall protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates.

The Contractor agrees to store all CAC data, including backup data as part of its backup and recovery processes, in encrypted form, using no less than 128 bit key.

Permission to disclose information on one occasion or during a public hearing held by the CAC relating to this Agreement shall not authorize the Contractor to disclose further such information or disseminate the same on any other occasion.

The Contractor shall not comment publicly to the press or any other media regarding this Agreement or the CAC's actions on the same, except to the CAC's staff, Contractor's own personnel, including subcontractors, affiliates, and vendors, involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative Committee.

The Contractor shall not issue any news release or public relations item of any nature whatsoever regarding Work performed or to be performed under this Agreement without prior review of the contents thereof by the CAC and receipt of the CAC's written permission.

The CAC may reasonably request that the Contractor protect the confidentiality of certain data in a specified manner to ensure that confidentiality is maintained. The Contractor has the right to reasonably decline the CAC's request. In the event that such a request requires the CAC to take steps beyond those otherwise required in order for the Contractor to comply, the Contractor shall notify the CAC as to the cost of compliance, and the CAC may thereafter, in its sole discretion, direct the Contractor to take such steps.

Upon the expiration or earlier termination of this Agreement, Contractor shall (a) destroy all forms of Confidential Information of the CAC, including any and all copies thereof, and those portions of any documents, memoranda, notes, studies and analyses prepared by the Contractor that contain, incorporate or are derived from such Confidential Information and provide written certification of such destruction to the CAC in a form reasonably acceptable to the CAC, provided that the Contractor have the right to retain one copy of any such Confidential Information for archival purposes, provided such copy shall continue to be maintained on a confidential basis subject to the terms of this Agreement, and (b) Immediately cease use of such Confidential Information as well as any information or materials that contain, incorporate, or are derived from such Confidential Information. This provision may be waived at the CAC's sole discretion.

The confidentiality obligations shall survive termination of this Agreement with the Contractor for a period of thirty-five (35) years, or for so long as the information remains confidential, whichever is longer, and will inure to the benefit of the CAC and its successors and assigns.

Any subcontract/sub-agreement entered into as a result of this Agreement shall contain the exact text of all of the provisions of this Confidentiality of Data clause, regardless of dollar amount of the subcontract/sub-agreement.

17. Confidentiality Clause

The terms and conditions of this Agreement and the Work described herein, including communication with third parties, are to be held confidential between the Parties to this Agreement and shall not be disclosed to anyone else, except as shall be necessary to effectuate Agreement terms or comply with State or federal law. Any disclosure in violation of this section shall be deemed a material breach of this Agreement.

The Contractor agrees to hold Confidential Information in confidence in accordance with the terms of this Agreement and agrees to use Confidential Information solely in accordance with the terms of this Agreement. "Confidential Information" shall include all non-public business-related information, written or oral, disclosed or made available to the Contractor directly or indirectly, through any means of communication by the CAC or any of its consultants, affiliates, or representatives of the Contractor.

The Contractor agrees to include all provisions of the Confidentiality Clause in all subcontracts, regardless of dollar amount of the subcontract, and to enforce the requirements thereof. This provision is intended to inure to the benefit of the CAC and its successors and assigns.

All subsections of this Confidentiality Clause shall survive termination of this Agreement with the Contractor for a period of ten (10) years, or for so long as the information remains confidential, whichever is longer and will inure to the benefit of the CAC and its successors and assigns.

18. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its

subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor shall not subcontract any services under this Agreement without prior approval of the State.

19. Licenses and Permits

- a) The Contractor shall be an individual or firm licensed to do business and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.
- b) Contractor shall have a business license from the city/county in which you are headquartered is necessary, however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted.
- c) In the event, any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.
- d) Contractor must be registered with the Secretary of State of California.
- e) In addition, for corporations and limited liability companies, state agencies are required to verify with the California Secretary of State (SOS) office to confirm the Contractor/vendor is authorized to carry out business in California. You may view the lists and status at <https://www.sos.ca.gov/business-programs/business-entities/>.

20. Nonprofit Organizations

For nonprofit Contractors, proof of your nonprofit status (i.e. IRS determination letter) is required. You may view your organization's status at <https://www.irs.gov/charities-non-profits/search-for-tax-exempt-organizations>.

21. Prohibition on Tax Delinquency

Any Agreement that a state agency enters into after July 1, 2012, is void if the contract is between a state agency and a contractor whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. In accordance with Public Contract Code Section 10295.4, agencies are required to cancel Agreements with entities that appear on

either list. (Franchise Tax Board) <https://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html> (Department of Tax and Fee Administration) <https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm>.

22. Travel Costs

If CAC allows for travel costs, reimbursement for contractor's personnel for travel, per diem, lodging, meals and incidentals shall not exceed State rates current at the time of purchase as defined in the California Department of Human Resources Rules 599.615 to 599.635. Refer to Travel Reimbursements (<https://www.CAC.ca.gov/employees/pages/travel-reimbursements.aspx>) for further information. Travel costs allowed by the User Agency shall be itemized separately on the User Agreement.

23. Sales Tax

Sales tax is not applicable to services.

24. Excise Tax

The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages.

25. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. By submitting a bid or Proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/Proposal any time prior to Contract execution, or, if determined after Contract execution, shall be grounds for termination by the State.

26. Copyright

All rights in copyright works created by Contractor in the performance of work under this Agreement are the property of CAC.

27. Political Reform Act

Contractor will comply with the language stated in the Standard Contract Provisions Concerning the Political Reform Act, Exhibit E, Attachment X. Contractor will file a

Statement of Economic Interests (Fair Political Practices Commission Form 700)
upon assuming office, annually, and within 30 days after leaving office.

28. Political Reform Act Requirement

a) Form 700 Disclosure:

The California Arts Council (CAC) considers that the Contractor, subcontractor(s), and/or their key staff may be a consultant, i.e., a public official, within the meaning of the Political Reform Act, specifically Government Code §82048 and Title 2, California Code of Regulations §18701. Accordingly, as specified by CAC such persons shall complete and submit to the CAC Personnel Officer a Form 700, Statement of Economic Interests, within 30 days of the earlier of the date work commences or the effective date of this Agreement, updated both annually and when changes in key staff or duties occur. The financial interests disclosed shall be for Disclosure Category 1 for the CAC Conflict of Interest codes. Contractors may access the Form 700 on the Fair Political Practices Commission website at www.fppc.ca.gov. Any questions regarding completion of the Form 700 should be addressed to the FPPC at its website or at (866) 275-3772 (866/ASK-FPPC). A leaving office statement must also be filed upon completion of all Agreement assignments.

b) Financial Conflict of Interest Prohibition:

Contractor must review the Form 700s filed by its key staff and subcontractors and determine whether, in the light of the interests disclosed, performance under the Agreement could violate Government Code 87100. Contractor shall notify CAC immediately of any potentially disqualifying conflict of interest. Government Code 87100 provides:

“No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.”

c) Consequences of Failure to Comply with Political Reform Act Requirements:

Any one of the following shall constitute a breach of this Contract and shall be grounds for immediate termination of this Contract:

1. Failure to complete and submit all required Form 700s within the thirty (30) day period as required in paragraph A above or respond to any request from the CAC Personnel Officer for additional information regarding any such Form 700s.
2. Failure to notify CAC of a potentially disqualifying conflict of interest.
3. The determination by CAC or the Contractor that any individual, who is a contractor, subcontractor, and/or a key member of their staff, has a financial interest that could result in a violation of Government Code §87100 provided,

however, that CAC may opt to waive such breach if Contractor replaces any such individual within two working days after a determination of such financial interest.

29. Contractor Staff Changes

- a) The Contractor must commit to the continuing availability and participation of qualified staff filing staff responsibilities, to the extent of the Contractor's control for the duration of the Project. The State recognizes that the Contractor's staff may be unavailable due to circumstances beyond the Contractor's control such as illness, an extended leave of absence, death, termination, resignation, or other factors beyond the Contractor's control. However, the Contractor shall make its best efforts to ensure staff continuity throughout the term of the Agreement.
- b) In the event contractor staff are unable to perform their duties due to illness, resignation or other factors beyond the Contractor's control, the Contractor shall provide suitable replacement staff with equivalent knowledge, skill set and experience.
- c) Contractor must provide a copy of the replacement staff's resumé, diploma and professional certification(s), if applicable.
- d) In the event either party identifies a performance issue with a contractor staff, the identifying party must contact the other party within two (2) business days. The identifying party must document the performance issues, discuss the issues with the other party, and together, they shall determine the best approach for resolving the issues. Contractor shall remove any staff who, in the opinion of the State, have engaged in improper conduct.

30. Darfur Contracting Act

As required by the Darfur Contracting Act of 2008 (Public Contract Code section 10475 et seq.), the Contractor declares that the Contractor is not a scrutinized company as defined in Public Contract Code section 10476. In support of this declaration, the Contractor has executed the Darfur Contracting Act Certificate.

31. Iran Contracting Act of 2010

California Public Contract Code section 2200-2208 prohibits California state and local public entities from entering into contracts with persons or companies that are engaged in certain investment activities in the energy sector of Iran. Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must certify by completing and signing the Iran Contracting Act Verification Form.

32. California Civil Rights Laws Certification

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer certifies compliance by executing the California Civil Rights Laws Certification.

33. Due Diligence Clause

The issuing agency reserves the right to conduct any investigations it deems necessary to verify the qualifications, experience, capabilities, financial stability and/or past performance of any proposer/bidder and/or its listed subcontractor(s). This may include, but not limited to, reference checks, background checks, review of financial statements, verification of licensing or certifications, and contact with other clients or governmental entities. Failure to cooperate may result in a disqualification from further consideration.

34. GenAI Notification Clause

Executive Order N-12-23 establishes statewide policy for the State's use of Generative Artificial Intelligence (GenAI).

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Bidder / Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

Upon notification by a Bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.

Government Code 11549.64 defines "Generative Artificial Intelligence (GenAI)" as an artificial intelligence system that can generate derived synthetic content, including

text, images, video, and audio that emulates the structure and characteristics of the system's training data.

Before proceeding with a GenAI purchase, releasing a solicitation that includes the purchase of GenAI, or approving a contract that includes services generated by GenAI, departments must confirm with their department CIO that the purchase/contract may proceed. Confirmation must be kept in the contract file.

CIOs are required to conduct a risk assessment and potential consultation with the California Department of Technology (CDT) before proceeding with a purchase that includes GenAI. Consultation with CDT is dependent upon the risk assessment outcome or upon CDT's request for low-risk transactions (refer to CDT policy for details).

Departments are no longer required to include GenAI Contract language in their contracts, these provisions are now in the State's standard General Terms and Conditions (GTCs) available on the DGS/OLS website.

All transactions where GenAI is purchased must be identified and reported in FI\$Cal State Contract and Procurement Registration System (SCPRS). See SCM volume 2 sections 2200.1 and 2300 for additional instructions.

Please see SCM volume 2 section 2300, the State of California GenAI Guidelines, and the GenAI Toolkit (<https://www.genai.ca.gov/choose-your-journey/>) for additional information and requirements, including when CDT consultation is required.

35. Ownership of Intellectual Property, Products and Copyrights

- The State shall be the owner of all rights, title, and interest in any and all intellectual property or other products or materials created or developed pursuant to this Agreement, whether or not published, produced, manufactured or distributed. The copyright and other intellectual property rights to any and all products created, provided, or developed under this Agreement, whether or not published, produced, manufactured or distributed belongs to the State from the moment of creation. If the Contractor should lose its ability to service the Agreement with the State, the State shall retain the right to use said products or materials without further compensation to the Contractor.
- The State retains all rights to use, reproduce, distribute, or display any products or materials created, provided, developed, or produced under this Agreement and any derivative products based on Agreement products or

materials, as well as all other rights, privileges, and remedies granted or reserved to a copyright, patent, service mark or trademark owner under statutory and common law.

- Contractor agrees to cooperate with State and to execute any document or documents that may be found to be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of copyright or patent rights. Contractor, subject to reasonable availability, agrees to give testimony and take all further acts necessary to acquire, transfer, maintain, and enforce the State's intellectual property rights and interest.
- Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State, without additional compensation, a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.
- If the case of copyrighted materials, all materials distributed under the terms of this Agreement, and any reproductions or derivative works thereof, shall include a notice of copyright in a place that can be visually perceived at the direction of the State. This notice shall be placed prominently on products or materials, and set apart from other matter on the page or medium where it appears. The notice "Copyright" or "©", the year in which the work was first created, and Department of [State Agency]", or other appropriate mark as directed by Department of [State Agency]", Information Technology Section, shall be included on any such products or materials.
- Contractor represents and warrants that:
 - a. It is free to enter into and fully perform this Agreement.
 - b. It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
 - c. Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or STATE and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any State, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
 - d. Neither Contractor's performance nor any part of its performance will violate

- the right of privacy of, or constitute a libel or slander against any person or entity.
- e. It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real property, sites, locations, property or props that may be used or shown.
 - f. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to STATE in this Agreement.
 - g. It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - h. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

STATE MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

- Intellectual Property Indemnity
 - a. Contractor shall indemnify, defend and hold harmless STATE and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of STATE's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made,

conceived, derived from, or reduced to practice by Contractor or STATE and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. STATE reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against STATE.

- b. Should any Intellectual Property licensed by the Contractor to STATE under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve STATE's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to STATE. State shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for STATE to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, STATE shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- c. Contractor agrees that damages alone would be inadequate to compensate STATE for breach of any term of this Intellectual Property attachment by Contractor. Contractor acknowledges STATE would suffer irreparable harm in the event of such breach and agrees STATE shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

XXV. NON-IT SERVICES CONTRACTS CONFIDENTIALITY & DATA SAFEGUARDS

OEE 07/2025 – Provisions to include if awarding a non-IT services contract that involves access to data and/or confidential information.

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language?search=general%20terms%20and%20conditions>

XXVI. REQUIRED ATTACHMENTS

Attachment 1: Required Attachments and Mandatory Business Documents Checklist

Attachment 2: Bidder Certification Sheet

Attachment 3: Bidder Declaration GSPD-05-105

Attachment 4: Confidentiality Statement

Attachment 5: Cost Proposal Worksheet (in Excel)

Attachment 6: Darfur Contracting Act

Attachment 7: Individual & Sole Proprietor (if applicable)

Attachment 8: Workers' Compensation Certification (if applicable)

Attachment 9: Payee Data Records STD 204

Attachment 10: Contractor Certification Clauses CCC 04/2017

Attachment 11: GenAI Notification Clause & Reporting

Attachment 12: Intellectual Property & Copyright Language Certification

Attachment 13: DGS PD 843 DVBE Declaration (if applicable)

Attachment 14 Confirmation Letter Form DVBE Subcontractor (if applicable)

Attachment 15: Target Area Contract Preference Act – Preference Request for Goods and Services Solicitations STD 830 (if applicable)

Attachment 16: Bidder's Summary of Contract Activities and Labor Hours DGS/PD 526 (if applicable)

Attachment 17: Evaluation Plan and Scoring Rubric (reference only)

Attachment 18: Commercially Useful Function (CUF) Evaluation Determination Worksheet (reference only)

Attachment 19: Prime Contractor's Certification DVBE Subcontractor Report
STD 817 (if applicable and upon completion of contract)

Attachment 20: Standard Agreement STD 213 (post award only)

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