

JUNE 12, 2024

**REQUEST FOR OFFER
RFO-23-013**

***For TDDC-MSA Vendors that are California Certified Small Business (Micro)
and/or Disabled Veteran Business Enterprise only***

Notice to Prospective Offerors: Single Award

It is strongly advised that interested TDDC-MSA vendors, review the posting on Cal eProcure as frequently as needed in case of revisions/changes which can happen at anytime.

WEBSITE MANAGEMENT & SUPPORT SERVICES

California Arts Council (CAC) releases this Request for Offer (RFO) RFO-23-013 to obtain offers from qualified vendors certified as California Small Business (SB/Micro) and/or Disabled Veteran Business Enterprise (DVBE) to provide Website Management & Support services. Offeror must be based in the State of California and have a physical presence in the State.

To be considered for this RFO, the Offeror must hold a current Technology, Digital and Data Consulting-Master Service Agreement (TDDC-MSA) with the California Department of General Services (DGS) that includes classifications to provide the services described in this RFO. "Classifications" may also be referred to as "job title", "job classification", or "labor category. By submitting an offer, Offerors agree to the terms and conditions stated in this RFO and the TDDC-MSA contract. **It is the vendors' responsibility to thoroughly read and understand the TDDC-MSA.**

In CAC's opinion, this RFO is complete and without the need for explanation. However, your organization may submit questions and requests for clarifying information no later than the dated under KEY ACTION DATES below, in accordance with the RFO instructions. Verbal information provided is not binding upon CAC unless such information is issued in writing as an official addendum.

In submitting an offer, vendors must comply with the instructions found herein. CAC must receive offers by the due date listed in KEY ACTION DATES below. Offers received after this date and time are ineligible for consideration.

If the time to respond or any date referenced in this RFO falls on a weekend or holiday, the party whose action is required will have until the next business day to act.

Issuance of this RFO 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 offer received if the State determined that it is in the State's best interest to do so. The State may reject any offer that is conditional or incomplete.

Contact Information for RFO-23-013

Name: Carla Pareja
Title: Procurement Analyst
Email: Carla.Pareja@arts.ca.gov

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	Project Personnel – Copy of Degree/Diploma for <u>all</u> staff listed on the Project Personnel List Form.
	Project Personnel – Copy of Professional Certificates for each staff listed on the Project Personnel List Form (and if applicable based on classification)
	Technical Assessment: Part 1 – Project Plan / Schedule
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	Latest copy of offeror’s TDDC-MSA contract with DGS.
	Latest copy of TDDC-MSA Rate Sheet with classifications used highlighted.
	California Certification for SB/Micro and/or DVBE (Prime Contractor)
	California Certification for DVBE – subcontractor (if applicable)
	Copy Current Business License(s)/Permits or Business Tax Certificate
	Copy of Certification to do Business with California’s Secretary of State
	Vendor must provide document as an authorized Pantheon partner.
	Vendor must provide copies of Pantheon training certificate(s).
	Offeror must be in good standing with California’s Secretary of State
	B. The following will be verified CAC during the Assessment Process:
	Must not have negative contractor evaluation on file with DGS/OLS. Refer to PCC section 10371 and SCM Volume 1, section 3.02.3.
	Prohibition on Tax Delinquency: Vendor must not be listed as a tax delinquent with the Franchise Tax Board and/or Department of Tax and Fee Administration.
	CUF Evaluation Worksheet – Will be completed by CAC for prime contractor and each subcontractors. Refer to: https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/CUF/CUFevaluationandDeterminationWorksheet.pdf?la=en&hash=7C4EB3152024272CB12D716A34A30FD758DDC7FB
	C. Post Award Forms Required from Vendor
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	Copy of Current Insurance Certificate (not lapsed): <ul style="list-style-type: none"> • Commercial General Liability • Workers Compensation • Employers Liability

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I. PURPOSE AND DESCRIPTION OF SERVICES

The purpose and description of services are contained in Exhibit A – Statement of Work (SOW).

II. RFO RESPONSE REQUIREMENTS

A. Mandatory Licensing and Business Requirements:

1. The Offeror must be certified as California Small Business (SB/Micro) and/or Disabled Veteran Business Enterprise (DVBE)
2. Offeror must be based in the State of California and have a physical presence in the State.
3. The Offeror must hold a current Technology, Digital and Data Consulting-Master Service Agreement (TDDC-MSA) with the California Department of General Services (DGS) that includes classifications or labor categories to provide the services described in this RFO.
4. CAC is seeking a vendor who will be able to perform all the work without subcontractor(s).
5. To the extent the vendor is doing business in the State of California, the vendor warrants that it is currently qualified to do business in this State. “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). Domestic and foreign corporations (those incorporated outside of California) must be qualified to do business in California. (See Corporations Code Section 2105, Revenue and Taxation Code Section 23101 et seq., and other applicable laws.). It is the vendor’s responsibility to determine if it is doing business in the State of California and if it is properly qualified to do business in California. 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.
6. The Offeror must be qualified to do business in California during the RFO process, contract award date and throughout the terms of the Agreement.
7. The Offeror must be registered with the Secretary of State of California.
8. Permits and Licenses - The Offeror shall provide a business license from the city/county in which you are headquarter is required.
9. In the event any business certifications, licenses, permits and professional certifications expire at any time during the term of this RFO and/or Agreement; Contractor agrees to provide CAC a copy of the renewed certifications, licenses and/or permits to the due and lawful prosecution of the work.

10. State agencies are required to verify with the California Secretary of State (SOS) office to confirm the Offeror is authorized to carry our business in California. You may view the list and status at <https://www.sos.ca.gov/business-programs/business-entities/>.
11. 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>
12. Insurance Requirements:
Offeror will furnish to CAC proof of the following required insurance: Commercial General Liability with limits of liability of \$1,000,000 and \$2,000,000 aggregate for bodily injury and property damage liability, Worker" Compensation with liability limits of \$1,000,000 and Professional Liability with limit of \$1,000,000 per occurrence and \$2,000,000 aggregate covering any damages caused by a negligent error, act, or omission. When work is performed on State owned or controlled property the workers compensation policy will contain a waiver of subrogation in favor of the State (CAC). **A waiver of subrogation in favor of the State of California will be provided.**

B. Mandatory Educational and Experience Requirements:

1. State agencies cannot seek offers from Contractors for classifications they were not awarded.
 - Classifications utilized by the Offeror will be verified by CAC.
2. Classification utilized for this RFO/Agreement must meet the minimum education, experience and/or certification requirements per TDDC-MSA.
3. Per TDDC-MSA User Instructions, qualifying experience may be substituted for the required education on a year-to-year basis.
For example:
 - Four (4) years of experience must be in addition to the required years of experience. The substituted experience must be in addition to the required years of experience.

- If the experience requirement is five (5) years, and the individual is substituting four (4) years of experience for a Bachelor's Degree, a total of nine (9) years of experience is required.
4. CAC requires that the education presented in the offer be obtained within the United States' educational system (public and/or private) and consistent with TDDC-MSA education requirements.
 5. CAC requires that the experience presented in the offer be recent or within the past ten (10) years and consistent with TDDC-MSA experience requirements.
 6. CAC requires that the required professional certifications must be active and not expired. Professional certifications must be consistent with TDDC-MSA professional requirements.
 7. 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. Replacement staff must be the same TDDC-MSA labor categories identified in this Agreement.
 - d. Contractor must provide a copy of the replacement staff's resumé, diploma and/or professional certification(s). Refer to Section 2B (1) – (6) for further details.
 - e. 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.

C. Minimum Qualifications Required by CAC:

1. Proven experience with other private, public and/or non-profit organizations in website support and industry standard

development. Technical staff must be familiar with the website, the functionality, and project requirements.

2. [Qualified Staff] The Contractor will assign maintenance technicians to the CAC website who have the necessary technical expertise in the specifications required by the CAC website. All maintenance shall be performed by an experienced WordPress Engineer and DevOps system administrator who have experience with Pantheon, WordPress and a website that is the same or very similar to the CAC. Please visit www.arts.ca.gov.
3. [Performance Benchmarks and Security Scans] The Contractor will provide a Senior WordPress Engineer experienced with WordPress performance enhancements. For the Plugin audit, a Senior WordPress Engineer who has extensive experience with WordPress is required.
4. [WordPress Experience] The Contractor technical staff have a thorough understanding of WordPress, Elementor, PHP, MySQL, Pantheon, CDNs, WCAG/Section 508 and performance optimization techniques are required of all maintenance technicians. In addition, experience with MailPoet, BuddyPress, FacetWP, Relevanssi and WP Job Manager plugin families are required to properly maintain the website.
5. [Authorized Pantheon Hosting Partner] The CAC website is hosted by Pantheon. The vendor must be an authorized Pantheon partner and has received extensive training by Pantheon on their hosting platform.
6. The Contractor must have expertise in designing, planning and developing innovative websites using open-source web content management systems like Drupal and WordPress.

D. Key Action Dates

The following outlines the important actions, dates and times when the listed actions must be taken or completed. If CAC finds it necessary to change any of these dates, it will be accomplished by an addendum.

Action/Event*	Deadline - Date & Time
Request for Offer Release Date	Weds., June 12, 2024 @ 2 PM
Written Questions From Offerors	Tues., June 18, 2024 @ 12 PM
Responses to Questions Provided	Thurs., June 20, 2024 @ 5 PM
RFO Package Submission Deadline	Mon., June 24, 2024 @ 12 PM
Assessment Committee Day(s)	06/24/24 @ 1 PM – 06/25/24 @ 5 PM
Interview Day 1**	06/26/24 – 06/27/24
Award Contract	06/27/24 @ 5 PM

**All dates are approximate and may be adjusted as conditions indicate with an addendum.*

***Interviews, if conducted, will not be scored and is not required and will be conducted at the sole discretion of CAC. Interview dates are approximate and may be adjusted by CAC as needed without an addendum to this RFO. Offerors should be available during the Key Action Dates identified above to participate in interviews.*

NOTE TO RESPONDENT: It is the respondent's responsibility to check the RFO advertisement daily (or as often as possible) in case potential changes or updates are made to RFO-23-013 which can happen at any time. Please go to <https://caleprocure.ca.gov/pages/index.aspx>.

E. RFO Submission Instructions

This RFO contains all instructions that govern the requirements for offer package submission. It addresses the required format of the Offer and related material to be contained therein. It also lists the specific requirements that all interested parties must meet to be eligible for consideration. Interested parties should:

1. Carefully read the entire Request for Offer (RFO).
2. Submit all completed response(s) by the required dates and times.
3. Accurately follow and appropriately address all RFO procedures and requirements.
4. Offer package must be in noneditable PDF except for Cost Worksheet must be in Excel.
5. Offer package must be in English.
6. Offer package must be organized in the order as shown on Attachment 1: Required Attachments and Documents Checklist.
7. Offerors are responsible for ensuring that files can be accessed on PC and Macintosh operating systems and that any hyperlinks are functioning and accessible.
8. All required documents must have all the necessary signatures by an authorized personnel/agent.

F. Questions and Answers

1. Questions about this RFO must be submitted directly to CAC's Procurement Analyst, Carla.Pareja@cac.ca.gov, and must be received by the date and time listed in Section 2D. KEY ACTION DATES. Include the RFO number (RFO-23-01) in the Subject line of the email with your question(s).
2. Interested parties can obtain a complete set of questions and answers as an addendum to this RFO at <https://caleprocure.ca.gov/pages/index.aspx> when published.
3. Respondents are highly encouraged to submit questions and/or review the responses to the questions.

G. Submission of RFO

1. The **entire** offer package must be submitted electronically via email to Carla.Pareja@cac.ca.gov. Include the RFO number (RFO-23-013) in the Subject line of the email with your submission.
2. CAC may not accept offers submitted separately or piecemeal as we strongly prefer the offer package be submitted together. However, if respondent encounter issues with file size, please advise the Procurement Analyst immediately: Carla.Pareja@cac.ca.gov or (916) 960-7549.
3. The entire offer package must be received at Carla.Pareja@cac.ca.gov by the date and time listed in Section 2D. KEY ACTION DATES. Offers received after this date and time will **not** be accepted. No exceptions.
4. Offers should provide straightforward and concise descriptions of the vendor's ability to satisfy the RFO requirements. Offers must be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of the Offer.
5. The offer package must include all the required documents identified in Attachment 1 - Required Attachment and Documents Checklist. Offer package that don't include all the required documents shall be deemed non-responsive. A non-responsive Offer is one that does not meet all the Offer requirements.
6. An Offer 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 Offers and may waive any immaterial deviation in a Offer. CAC's waiver of immaterial defect shall in no way modify the RFO document or excuse the vendor from full compliance with all requirements if awarded the Agreement.
7. If a vendor discovers any ambiguity, conflict, discrepancy, omission or other error in this RFO, do inform the Procurement Analyst, Carla.Pareja@cac.ca.gov, of such error in writing upon discovery. Include the RFO number (RFO-23-013) in the title of the email. All Offers are submitted at the vendor's own risk.
8. Cost for developing Offers and in anticipation of the award of the Agreement are entirely the responsibility of the offeror and shall not be charged to CAC.
9. A vendor may modify an offer after its submission by withdrawing the original offer and resubmitting a new offer prior to the submission deadline via email to Carla.Pareja@cac.ca.gov. Include the RFO number, RFO-23-013 Resubmit #1, and so on, in the subject line of the email. Modifications initiated by the vendor in any other manner, oral or written, will not be considered. Offers may not be withdrawn without cause subsequent to the submission deadline.
10. CAC, at its sole discretion, may request information from the vendor as part of PHASE ONE described in Section IV. ASSESSMENT

PROCESS. Information obtained from the vendor that was requested by CAC during PHASE ONE may be accepted at CAC's sole discretion as proper modification to the original Offer. Additionally, CAC during PHASE ONE shall not be considered a deviation, material or otherwise, from the requirements of this RFO.

11. At any time CAC may modify this RFO, 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 RFO. Therefore, CAC highly encourages the offeror to check the RFO advertisement daily (or as often as needed) in case of potential changes and/or updates to RFO-23-013 by visiting <https://caleprocure.ca.gov/pages/index.aspx>.
12. Interested parties or potential interested parties are prohibited from initiating any communication with any CAC staff concerning this RFO except as specified herein. CAC reserves the right to reject the offer of any vendor violating this prohibition.
13. Offerors are cautioned not to rely on CAC during the assessment to discover and report to the vendor any defects or errors in the submitted documents. Offerors, before submitting your documents, should carefully proof them for errors and adherence to the RFO requirements.
14. More than one (1) offer from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a vendor has submitted more than one Offer for the work contemplated herein will cause the rejection of all Offers submitted by that vendor. If there is a reason to believe that collusion exists among the vendors, none of the participants in such collusion will be considered in this or future procurements. DGS' Procurement Division will be notified.
15. An offer 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. Offer with such language shall be considered a counter Offer and shall be rejected. The State of California's Information Technology General Provisions are not negotiable. Refer to <https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/Model-Language/IT/ITGeneralProvisions062122.pdf>.
16. Offerors should be aware that marking a file or document "confidential", "proprietary", or "trade secret" in an Offer 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 Offeror successfully petitions a court of competent jurisdiction to order the State not to release the document. All materials submitted in response to this RFO document will become the property of the State and will become a public record after Award.

III. ADDITIONAL INFORMATION

A. DVBE Participation Incentive

An incentive will be given to bidders who provide DVBE participation either as a Certified DVBE offeror or commit to using DVBE(s) to perform the participation goal percentage.

B. Participation Commitment

Bidders must commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A or Method B.

1. Method A - 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 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).

3. DVBE Incentive Points Calculation

Only if respondent is deemed responsive and responsible, incentive points will be applied.

Confirmed DVBE Participation of:	DVBE Incentive (Circle one)	POSSIBLE INCENTIVE POINTS (Total Points Earned x Incentive Percentage Selected = Final Score) (Total Possible/Max Points x Incentive Percentage)
5% or Over	5%	Total Points Earned x 5% Total Possible Points x 5%
4% to 4.99% inclusive	4%	Total Points Earned x 4% Total Possible Points x 4%
3% to 3.99% inclusive	3%	Total Points Earned x 3% Total Possible Points x 3%

4. 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 Worksheet – Will be completed by CAC for the prime contractor and each subcontractors. Refer to: <https://www.dgs.ca.gov/media/Divisions/PD/OSDS/Certification/CUF/CUFEvaluationandDeterminationWorksheet.pdf?la=en&hash=7C4EB3152024272CB12D716A34A30FD758DDC7FB>.

A 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.

5. DVBE Substitution

Bidders must use the 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 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)).

6. 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.

C. Protest Provisions

Protest Provisions do not apply at the RFO level.

D. Amendments to Contract

- This agreement may be renewed for successive two (2) year terms—for a total of three (3) years—each, a renewal term by a mutual written agreement of the parties hereto, executed not less than (2) months prior to the expiration of the Initial Term or any Renewal Term, as applicable.
- An agreement may be amended provided the Contractor’s MSA is active at the time the amendment is executed. An amendment cannot be executed if the underlying MSA is expired. Refer to the TDDC-MSA User Instructions.
- CAC shall not amend contracts to add classifications that were not evaluated in the original RFO. Refer to the TDDC-MSA User Instructions.
- Amendments are conducted in accordance with SCM Volume 2, Chapter 16.

E. Travel

Contractor will not be required to travel throughout the terms of the Agreement.

F. Budget of Agreement

Cannot exceed \$300,000.00.

G. Post Evaluation for IT Services 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.

- 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.
- The agency shall document the performance of the contractor in doing the work or in delivering the services for which the contract was awarded.
- 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.

- 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.
- The evaluations and contractor responses on file with the agencies and DGS/OLS are not public records.

IV. ASSESSMENT PROCESS

1. Refer to the Assessment Plan for complete details.
2. All offers received by the stated deadline will be reviewed by the Assessment Committee to determine those that must meet the following:
 - Mandatory business and professional qualifications requirements. CAC shall remove a vendor from consideration when it determines, at any point through the assessment process, that a vendor does not meet the RFO's mandatory business and professional qualifications requirements. If the mandatory business and professional qualifications requirements are not met, the Offer will be considered "nonresponsive" and disqualified.
 - Mandatory Educational and Experience and/or Certification Requirements.
 - Minimum Qualifications Required by CAC.
3. Key Definitions:
 - Responsive Offeror – An offeror is considered responsive if it indicates compliance without material deviation from the requirements of the RFO and the terms and conditions of the proposed contract.
 - Responsible Offeror – An offeror is responsible if they possess the experience, facilities, reputation, financial resources and are fully capable of performing the contract.
4. The Assessment Process will consist of multiple phases using the Best Value Method as briefly described below. Review the Assessment Plan very carefully.
 - Administrative Criteria
 - Based on the Required Information to be submitted by the vendor, all required proposal components listed on

Attachment 1: Required Attachment and Documents Checklist must be provided and in the same order as shown on the list for the vendor to be considered for the next phase.

- 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 RFO.
 - Technical Criteria
 - Proposed Cost Criteria
 - IF APPLICABLE: DVBE Participation Incentive points
 - Awarding the Contract: The responsive and responsible offeror with the highest points will be awarded the contract.
- 5. In the event there is a tie, each of tied Offerors shall be contacted by the CAC Procurement Analyst, Carla Pareja. The Offeror whose bid was received first shall make the first call. The Offeror 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 Assessment Committee.

EXHIBIT A – STATEMENT OF WORK

A. PROJECT DESCRIPTION

The California Arts Council (CAC) needs to select a vendor to maintain the website (www.arts.ca.gov) for fiscal year 2023/2024. The maintenance of the website is critical to CAC's ability to serve its constituency. The website is highly customized and is embedded with a content management system (CMS) that is tightly integrated within the website. The CMS and the database associated with this CMS were developed by the same vendor. This makes it important that the vendor is familiar with the design, development, and problems of the system so that they are prepared to address any issues that may arise and ensure continuity of public services for the CAC and California communities. The CAC staff do not have the technical expertise or qualifications to perform these duties. Ongoing maintenance is required and must be established to ensure there is not a gap in services to the public by CAC. Currently, the CAC does not have an existing contract with a vendor to provide these services.

CAC is seeking to procure the services of a selected vendor for maintenance and support of the CAC's website. The website is the primary public portal for the CAC's public services and requires ongoing monitoring, maintenance, and support to ensure continued functionality.

The www.arts.ca.gov website is an important component of our public outreach and business process without which all our work will be seriously impacted. As a state agency, CAC supports local arts infrastructure and programming statewide through grants, programs, and services. The arts sector is large and diverse, and its businesses and workforce are a significant contributor to our state economy and identity. Disruption to the CAC's website, which is the primary public portal for the CAC's public services, would severely impact the support provided to California communities and economy.

About the California Arts Council

The CAC is California's only public arts grants provider with funding that is accessible to all 58 counties. As a state agency, CAC supports local arts infrastructure and programming statewide through grants, programs, and services. The arts sector is large and diverse, and its businesses and workforce are a significant contributor to our state economy and identity.

Disruption to the CAC's website, which is the primary public portal for the CAC's public services, would severely impact the support provided to California communities and economy. In FY 2022-23, the CAC provided support to over 3,000 organizations throughout the state. The California Arts Council is a state agency with a mission of strengthening arts, culture, and creative expression as the tools to cultivate a better California for all. Without the website, communication, services, and funding to outlying communities would not be possible.

B. STATEMENT OF WORK

The vendor will - provide maintenance and support including change and enhancement configuration services, and website security as listed below. **The Contractor will provide the following services:**

I. CORE/ONGOING WORK

[Perform Monthly Maintenance and Critical Deliverables]

A. Accessibility

Conduct American Disabilities Act (ADA) accessibility audit and certification requirements by no later than **November 2024***.

- Ensure the CAC website adopts the Web Content Accessibility Guidelines (WCAG) Version 2.1, Level AA as the technical standard that state and local governments would need to follow.
- The vendor must provide recommendations to CAC on remediation for accessibility and find solutions to remediate the website, if necessary. This may include remediation for existing content, e.g., PDF/documents.
- Accessibility certification will need to be posted on the website no later than **November 2024***.

B. Maintenance

Contractor/Vendor will routinely provide software updates to the core software including but not limited to Word press, PHP, HTML and any others that may be used in the website. Plug Ins will be routinely maintained and updated as they become available. Contractor will make recommendations and discuss issues with CAC, regarding software and plug ins as necessary. Any changes will need approval ahead of time from CAC project manager prior to implementation

- WordPress core maintenance (approx. monthly). Regular maintenance is required to keep the core technology up to date with the latest security updates.
- Monthly plugin maintenance. Regular maintenance and security alert monitoring is required to keep plugins up to date with the latest feature and security updates.
- Security scans (monthly). Conduct a security review after updates are implemented.

C. Evaluation

Performance benchmarks (monthly). Conduct a performance evaluation to ensure website speed has not diminished after updates are implemented.

- Audit website for user experience and provide actionable recommendations

- Quality assurance checklist (approx. monthly). Perform a quality assurance checklist after updates are implemented.
- Daily backups (automated).
- Uptime monitoring (automated).
- Meet with CAC staff to determine priority tasks and collect feedback on work.
- Maintain consistent response time for urgent requests (i.e. 24 hours or less).
- Dedicated project manager, designer, and lead web developer.
- Website monitoring included.

Additional hours may be necessary to execute mission critical needs for the CAC website.

D. Perform Annual Maintenance

- Performance and load speed optimizations (annually).
- SEO optimization checks to see if content editors are following updated guidelines (annually).
- Regenerate image crops and clean up unused assets and image sizes after 1 year without use to increase performance (annually).
- Plugin audit to remove unused plugins (annually).

E. Ongoing Maintenance, as Required/Needed

- Troubleshoot and correct issues that affect website performance, in response to website monitoring or reports by CAC staff.
- Integration of Google analytics to CAC website – Q4 2024*
- Review “dead links” and remediate or update – Q3 2024*
- New features requested by CAC to adapt to changes in culture and technology.

F. Monitoring and Response Time

- The vendor and Pantheon will be responsible for monitoring the CAC website for technical issues 24 hours a day, seven days a week. It is expected that routine (monthly or annual) maintenance issues will be addressed according to a schedule established by and mutually agreed upon by representatives of both CAC and the vendor.
- The vendor will acknowledge and assess any issue or request within four (4) business hours. Upon evaluation, a timeline will be provided to resolve the issue agreed to by the vendor and CAC. The vendor will attempt to address urgent issues impacting the functionality or availability of the CAC website within one business day.

II. COMPLETE MISSION CRITICAL PROJECTS CURRENTLY IN-PROGRESS

Please note that the following list of web development projects provided in this SOW may not encompass the entirety of web development projects for the California Arts Council. Additional projects may be identified as necessary.

A. List of Web Development Projects

- Accessibility audit – **November 2024***.
- Maintenance of Emergency Alert banner with the California Department of Technology - ongoing monthly maintenance
- Recurring assessment and evaluation of State Entity Profile Application, required annually by the State of California (California Department of Technology requirement)
- Finalize and launch the new Discussion Forum feature by **Q2 2025***.
- Provide training on Discussion Forum and Website as needed – **Q1 2025***.
- Finalize and launch a custom Login page for Forums, grants management system (current vendor is Smart Simple) and Collective by **Q4 2024***.
- Provide support for the launch of ArtBeat Newsletter by **Q4 2024&**.
 - Provide technical for Art Beat Newsletter as needed by CAC staff.
- Provide support with integrations including but not limited to MailPoet
- Finalize data cleanup and structure of Grantee Database by **Q2 2025***.
 - The data needs to populate in map version.
 - Database pulled in Excel and PDF files and loaded to Grantee Database for the public to view grantee data.

B. Required Plug-Ins & Subscriptions**

The following WordPress Plugins, Integrations and Subscriptions will need to be renewed on an annual basis. They include but not limited to the following services:

- Purchased JOB Alerts Addon
- Elementor Connector for WP Job Manager
- FacetWP Plugin
- MailPoet Business Tier

**Deliverable dates may be subject to change depending on the start date of the contract and will be based on the agreement between CAC staff and contractor.*

***Subject to change based on the agreement between CAC and Contractor.*

III. FUTURE WORK / SPECIAL PROJECTS

CAC Public Affairs will dictate the start of the following projects:

- Shared calendar functionality for statewide event tracking
- GIS mapping and repository
- Story Mapping
 - Website based annual report (i.e. landing page).

- Configurations needed, enhancements
- The vendor will implement the poet laureate website Our California features - **November 2024*****.
- Social media icons throughout website (Facebook, Twitter/X, LinkedIn, Instagram, YouTube) – **Q4 2024*****.
- Facilitate requirements gathering for Virtual Assistant Bot feature by **June 2025*****.
 - This virtual assistant will serve a valuable resource for answering general CAC-related questions, ensuring our customers receive prompt and accurate assistance – **Q1 2025*****.
- Facilitate improvements for events calendar on the CAC website – **Q2 2025*****.
- Integrate current blog functions into the main website.
- Consolidate all CAC newsletter subscriptions sign-up.
- Improving readability and navigation of website.
- Online Public Records Act (PRA) request form.
- Secure site for Public Records upload.

****Projected dates only and subject to change. CAC Public Affairs will dictate the start of Future Work / Special Projects.*

IV. CONTRACTOR TASKS AND DELIVERABLES

- The Contractor shall complete the tasks/deliverables/required reports listed on Exhibit A – Statement of Work. Completion of the identified tasks/deliverables shall be under the direction of the CAC’s Director of Public Affairs and/or the Public Affairs Team: 2750 Gateway Oaks Drive STE 300 Sacramento, CA 95833.
- The Contractor may recommend to the CAC revised tasks, work products or re-sequencing for improved Agreement outcomes. No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by the parties, and approved as required.
- Deliverable deadlines are subject to change and will be dependent on the start date of the agreement. Deadlines can be negotiated between the CAC’s Public Affairs or Executive Team and Contractor.
- It shall be the State’s sole determination as to whether a deliverable has been successfully completed and acceptable to the State. All deliverables must be confirmed by the State as satisfactorily delivered before invoices can be processed for payment. If a deliverable is not accepted, the State shall provide the rationale in writing via email within 30 days (or less) of receipt of the deliverable.

V. EXPECTATION, EVALUATION AND ACCEPTANCE OF DELIVERABLES

A. Deliverable(s) Correspondence and Submission

For all project correspondence, the Contractor will utilize email addressed directly to the Director of Public Affairs, CAC Contract Manager or Public

Affairs Team or other agreed upon methods. The Contractor may be asked to prepare, arrange and conduct presentation-based deliverables via video teleconference. Files may be submitted and housed, shared and managed on a CAC MS Teams channel dedicated to the project or other agreed upon method between the CAC and Contractor.

B. Review and Evaluation

After receipt of each deliverable, CAC will review and evaluate the deliverable(s) against the SOW requirements, responsibilities and conditions to determine whether the Contractor's performance is timely (per the mutually agreed upon project plan timeline) and satisfactorily meets all applicable Agreement requirements, responsibilities and conditions. It shall be CAC's sole determination as to whether a deliverable has been successfully completed within the agreed-upon timeframe and in accordance with the agreed-upon plan.

C. Non-Conformances

In the event that any submitted deliverable is not in full conformance with all of the associated requirements, responsibilities and conditions, CAC shall provide the rationale via email to the Contractor within 14 days of receipt of the deliverable and, at its discretion, may provide the Contractor with an opportunity for consultation and subsequently an additional opportunity to rework the deliverable for resubmission and subsequent review. The Contractor shall meet with CAC within seven (7) business days to discuss and resolve the concerns. The Contractor cannot unilaterally decline the consultation or the opportunity to rework and resubmit the reworked deliverable for review.

D. Submission Order

The deliverables are to be submitted in accordance with the project schedule or as negotiated with CAC and agreed to in writing.

E. Timeliness of Deliverables

Unless agreed otherwise in writing by CAC, deliverables shall be provided to CAC in accordance with the project schedule/timeline or as negotiated with CAC and agreed to in writing. Should the Contractor not provide all services in a timely manner, CAC may terminate the Agreement. Additionally, CAC may find the Contractor nonperforming for the provision of services and evaluate this in future contract opportunities.

VI. DATA RETENTION AND DISPOSAL

- Except as otherwise specified herein, the Contractor understands and agrees that the Contractor's use of data received under this Agreement shall be limited to any activities deemed necessary by CAC in support of and limited to the deliverables of this Agreement.
- The Contractor agrees that the state data provided under this Agreement and any derivative data or files belong to CAC and the State of California and that the Contractor has no ownership rights to the state data, or any derivative data provided under this Agreement. Any ownership rights covered by this Agreement shall remain with CAC and the State of California.

- The Contractor shall not use or disclose state data acquired under this Agreement for any purpose except as permitted by this Agreement or as required by law. The Contractor shall not retain any state employee contact information obtained as a result of this project.
- No later than thirty (30) calendar days following the conclusion or termination of the Agreement, all recordings, data and associated records accumulated by the Contractor in the provision of this Agreement shall be surrendered to the CAC and not be retained by the Contractor in any form. The Contractor will ensure that electronic recorded data and information in its possession is deleted, and hardcopy data and information is destroyed following the conclusion or termination of the Agreement.

VII. CONTRACTOR RESPONSIBILITIES

A. Delays

If there is a risk of delay, a delay or an anticipated delay in any established delivery milestone, the Contractor shall notify CAC immediately in writing. Likewise, should the Contractor determine that a delay exists or is probable due to the failure of CAC, the Contractor will notify CAC in writing immediately.

B. Electronic Communication, Collaboration and File Management

The Contractor will use email for general communication, MS Teams or Zoom for teleconferencing and/or a CAC dedicated MS Teams channel for file sharing, collaboration and management or any other methods both agreed upon by CAC and the Contractor.

C. Project Plan and Statuses

Upon request by CAC, the Contractor shall provide status/progress reports, which will be readily accessible for consultation with CAC for the purposes of discussions of feedback, issues and project status.

D. Software, Equipment and Other Resources

The Contractor's software, equipment and other resources shall be in good working order and adequate for the services required. The Contractor will not be reimbursed separately for equipment, materials, software, services and licenses necessary to fulfill the terms of the Agreement.

E. Support

The vendor must offer support via email (preferred) and/or a portal for web support and response, and business hours telephone between 9 am-5 pm Pacific Time, Monday-Friday, and emergency support for down websites, preferably, also during federal/state holidays.

F. The Contractor will ensure compliance with all industry, federal and state of California associated electronic security standards, protocols, laws and policies and other requirements.

G. The Contractor shall comply with all applicable CAC policies, procedures and guidelines including but not limited to sexual harassment prevention policy, confidentiality, facilities, security and internet usage.

VIII. STATE RESPONSIBILITIES

- Coordinate with the Contractor to create a work schedule within which to meet the requirements, terms and conditions of the Agreement.
- Provide access to the documents as necessary for the Contractor to complete the activities identified in the Agreement.
- Provide access to the CAC MS Teams channel dedicated to the project for files sharing, collaboration and management and/or any other method(s) as agreed upon by CAC and the Contractor.
- Provide a point of contact who will regularly monitor the services provided to determine if the services meet the requirements of this Agreement.
- Review and approve time worked on tasks as identified in the Agreement.
- Dedicate State staff to assist in the completion of all identified tasks.
- Provide the Contractor’s staff all applicable CAC policies, procedures and guidelines including but not limited to sexual harassment prevention policy, confidentiality, facilities, security and internet usage.

IX. CONTACT INFORMATION

Contractor	Public Affairs
<p>1st Primary Name: Title: Email: Phone/Cell:</p> <p>2nd Primary Name: Title: Email: Phone/Cell:</p>	<p>Primary: Carissa.Gutierrez Director of Public Affairs</p> <p>Kimberly Brown Information Officer Kimberly.Brown@arts.ca.gov 916) 322-6555</p> <p>Qiana Moore Outreach Coordinator E: Qiana.Moore@arts.ca.gov P: (916) 322-6555</p> <p>PRIMARY USER OF THE CONTRACT</p>
Contracts	Accounting
<p>Carla Pareja Procurement Analyst E: Carla.Pareja@arts.ca.gov P: (916) 960-7549</p> <p>Gloriela Garcia Gloriela.Garcia@cac.ca.gov Operations Manager E: Gloriela.Garcia@cac.ca.gov</p>	<p>Primary: Palwinder Dhaliwal E: Palwinder.Dhaliwal@arts.ca.gov P: (916) 960-7033</p> <p>Amy Ng E: Amy.Ng@arts.ca.gov P: (916) 322-6555 Gloriela Garcia</p>

P: (916) 322-6555 CONTRACT RENEWAL, ETC	Gloriela.Garcia@cac.ca.gov Operations Manager E: Gloriela.Garcia@cac.ca.gov P: (916) 322-6555 PAYMENT STATUS INQUIRIES
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EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS

1. BUDGET CONTINGENCY

It is mutually agreed that if the State Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Contract and the Contractor shall not be obligated to perform any provisions of this Contract.

2. INVOICES

- a. Contractor is required to submit monthly invoices to CAC.
- b. No payment shall be made in advance of services rendered.
- c. Contractor can only invoice for services that were actually provided to CAC.
- d. Submission of Invoices

The Contractor shall submit itemized invoices to the CAC Contract Manager via email. Invoices must include but not limited to the following:

- i. Invoice must be on Contractor letterhead. Clearly identifying the Contractor (payee) name, remittance address, telephone and email.
 - ii. Invoice Number (must be unique).
 - iii. Invoice Date.
 - iv. DGS TDDC-MSA Contract Number.
 - v. CAC Contract Number.
 - vi. Purchase Order Number.
 - vii. Billed To: California Arts Council.
 - viii. CAC Address: 2750 Gateway Oaks Dr. STE 300 Sacramento, CA 95833.
 - ix. Service Period in which the services were rendered.
 - x. Description of services provided for the period.
 - xi. Invoice will be itemized showing actual hours worked, by whom (identify personnel) and broken down as follows:
 - o Core / Ongoing Work – Defined set of tasks and deliverables.
 - o Mission Critical Projects
 - o Future Work / Special Projects – **CAC Public Affairs will dictate the start of these projects.**
 - xii. Pricing Information shall not exceed rates and hours on the Cost Worksheet submitted during the RFO process.
 - xiii. CAC may request supporting documentation like timesheets. The Contractor must furnish approved/signed timesheets for all personnel and/or other supporting documents to support the Contractor's invoice.
- e. The CAC Contract Manager will verify and approve, or disapprove, the invoiced items. If the CAC does not approve the invoiced items, the invoice will be disputed and returned to the Contractor for correction.

- f. All invoices are required to be verified and approved by the Contract Manager before payment can be processed.
- g. CAC Contract Manager is expected to notify the Contractor within 14 days if an invoice is being disputed because it needs further clarification, details, (additional) supporting documents and/or revisions (and the like). Contractor must then furnish a revised invoice with a current invoice date. The invoice must be clearly marked "Revised".

For Example: If the original invoice submitted had an invoice number ME1234 and date of 05/01/2024, but the invoice was disputed by CAC on 05/14/2024 due to errors requiring the Contractor to correct/revise. The Contractor must provide a revised invoice with a current invoice date of 05/14/2024 or later with an invoice number ME1234-REV1, ME1234-REV2, etc.

- h. CAC asks that the Contractor provide an outstanding invoice list to the Public Affairs Director, CAC Contract Manager and Accounting Unit in a quarterly basis to assist in prompt payment.
- i. **If Contractor uses DVBE Subcontractor(s) only**
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.

j. Agreement Contact Information Table

CONTRACT MANAGER(S)	ACCOUNTING
<p>Primary Contact: Carissa Gutierrez Director of Public Affairs Carissa.Gutierrez@arts.ca.gov Cell: (916) 559-0862 Office: (916) 322-7122</p> <p>Alternate Contact: Kimberly Brown Public Affairs Specialists Kimberly.Brown@arts.ca.gov Office: (916) 322-6555</p>	<p>Palwinder Dhaliwal Accounting Officer Palwinder.Dhaliwal@arts.ca.gov Cell: (916) 960-7033 Office: (916) 322-6555</p> <p>Amy Ng Accounting Unit Amy.Ng@arts.ca.gov Office: (916) 322-6555</p> <p>Gloriela Garcia Operations Manager Gloriela.Garcia@arts.ca.gov Cell: (916) 840-5502</p>
<p style="text-align: center;">OFFICE LOCATION California Arts Council 2750 Gateway Oaks Drive STE 300 Sacramento, CA 95833 Office Hours: Monday – Friday; 9 AM – 5 PM Main Line: (916) 322-6555</p>	

3. PAYMENT

Payment for services performed under this Contract will be made upon satisfactory completion of services rendered. The Contractor shall invoice CAC in arrears upon successful completion of actual services rendered. Invoices for services are not due and payable, and do not constitute an obligation of the CAC, until the month following the month for which charges were accrued.

4. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

5. NET TERMS: 45 days upon receipt of undisputed invoice.

6. OVERDUE INVOICES OF 60 DAYS OR MORE

If an invoice becomes overdue by 60 days, the Contractor may stop work. Advanced notice and communication with CAC Public Affairs Director, Contract Manager and/or Accounting Unit will be provided before any work is stopped. See contact information on previous page.

7. The Contractor must inform the Public Affairs Director, CAC Contract Manager and/or authorized staff in case any expenses or other costs may be required to

complete the services (i.e. stock/original photography, font or media licensing, online third-party services and the like). The Public Affairs Director/Contract Manager will inform Procurement who will then be the one to make the purchase.

8. AMENDMENTS TO CONTRACT

- a. This agreement may be renewed for successive two (2) year terms—for a total of three (3) years—each, a renewal term by a mutual written agreement of the parties hereto, executed not less than (2) months prior to the expiration of the Initial Term or any Renewal Term, as applicable.
- b. An agreement may be amended provided the Contractor’s MSA is active at the time the amendment is executed. An amendment cannot be executed if the underlying MSA is expired. Refer to the TDDC-MSA User Instructions.
- c. CAC shall not amend contracts to add classifications that were not evaluated in the original RFO. Refer to TDDC-MSA User Instructions.
- d. Amendments are conducted in accordance with SCM Volume 2, Chapter 16.
- e. To amend contract please contact CAC’s Procurement Administrator:

PROCUREMENT ANALYST
Carla.Pareja@arts.ca.gov Cell: (916) 960-7549 Main Line: (916) 322-6555
OPERATIONS MANAGER
Gloriela Garcia Operations Manager Gloriela.Garcia@arts.ca.gov Cell: (916) 840-5502

EXHIBIT C – IT GENERAL PROVISIONS (DGS PD-401 IT)

The Information Technology General Terms and Conditions (Revised and Effective 06/21/22) are applicable to this Agreement. The general terms and conditions are set by the Department of General Services and are non-negotiable. A copy of the Exhibit C may be found at: <https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/Model-Language/IT/ITGeneralProvisions062122.pdf>

EXHIBIT D – 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. **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 under this Agreement.
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. 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:
 1. Using an official position for private gain;
 2. Giving preferential treatment to any particular person;
 3. Losing independence or impartiality;
 4. Making a decision outside official channels; and,
 5. 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."

7. 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.

8. Intellectual Property Considerations

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

9. Disputes Resolution

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already

rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for Information Technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.

- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.
- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

10. Contract Amendments

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

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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/>.

17. 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>.

18. 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>.

19. 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.

20. Sales Tax

Sales tax is not applicable to services.

21. 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.

22. 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 Offer, 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/Offer any time prior to Contract execution, or, if determined after Contract execution, shall be grounds for termination by

23. Copyright

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

24. 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.

25. 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.

26. 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) Replacement staff must be the same TDDC-MSA labor categories identified in this Agreement.
- d) Contractor must provide a copy of the replacement staff’s resumé, diploma and professional certification(s). Refer to Section 2B (1) – (6) for further details.
- e) 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.