

EXHIBIT A – SCOPE OF WORK

A. BACKGROUND

The California Governor's Office of Service and Community Engagement (GO-Serve), led by Director and Chief Service Officer Josh Fryday, is the state office tasked with engaging Californians in service, volunteerism and civic action to address pressing state challenges. GO-Serve includes California Volunteers, the Youth Empowerment Commission and the Office of Community Partnerships and Strategic Communications (OCPSC). California Volunteers, Office of the Governor supports #CaliforniansForAll College Corps, AmeriCorps California, California Climate Action Corps, Youth Service Corps and the deployment of thousands of individual service members. These members provide important service to organizations across the state including schools, nonprofits, public agencies and community centers.

#CaliforniansForAll College Corps (College Corps) is a Governor's Initiative administered by California Volunteers in partnership with California colleges and universities with a strong commitment to civic and community engagement. College Corps helps students from diverse backgrounds graduate college on time and with less debt. The program is building the next generation of civic leaders by engaging students in meaningful community service that builds leadership skills, while providing them with a path toward reducing college debt. Fellows will support the work of community-based organizations focused on key local priorities K-12 Education, Food Insecurity, Climate Action, and other locally identified areas.

To create meaningful opportunities for fellows' personal and professional development and strengthen statewide community engagement, California Volunteers implements a Statewide Cohort Experience strategy that includes a series of 7 regional Mid-Year Leadership Workshops annually (typically on Saturdays) between January and March. These workshops are designed to convene College Corps fellows from regions across the state for shared learning, reflection, networking, and community-building. California Volunteers also convenes an annual In-Person Peer Exchange in June, bringing together campus-based College Corps program directors and staff from across the state to collaborate, share best practices, align on program implementation, and strengthen statewide coordination.

To support the planning and delivery of these Statewide Cohort Experience activities, California Volunteers is seeking a qualified contractor to serve as the lead event management, coordination, and implementation partner. The awarded contractor will provide planning, logistics, coordination, staffing, facilitation support, materials development, and event execution for seven Mid-Year Leadership Workshops annually, serving approximately 400–600 attendees per event and hosted on college campuses throughout California. The contractor will also support one annual In-Person Peer Exchange serving approximately 200 attendees. California Volunteers prefers a contractor, either directly or through a subcontractor, with expertise and demonstrated success in designing and delivering facilitator training sessions. Depending on the qualifications of the contractor, responsibilities may include varying levels of involvement in facilitator training design, logistics coordination, participant communications, and training delivery to support successful event implementation. Additional responsibilities and requirements are outlined throughout this RFP.

Example Mid-Year Leadership Workshop Agenda

The following sample agenda is provided for illustrative purposes only to demonstrate the anticipated scale, flow, and participant experience of a College Corps Mid-Year Leadership Workshop event. Final agendas, session content, and programming themes will be determined in collaboration with California Volunteers and relevant stakeholders.

Time	Session	Format
9:00 AM	Registration and Check-In	Arrival / Networking
10:00 AM – 10:30 AM	Welcome, Agenda Overview, and Guest Speakers	Large Group
10:30 AM – 10:45 AM	Transition Break	—
10:45 AM – 12:05 PM	Breakout Session #1	Small Group
12:05 PM – 1:05 PM	Lunch and Community-Building Activity	Large Group
1:05 PM – 1:20 PM	Return to Seats / Transition	Large Group
1:20 PM – 1:50 PM	College Corps Alumni Panel	Large Group
1:50 PM – 2:05 PM	Transition Break	—
2:05 PM – 2:45 PM	Breakout Session #2	Small Group
2:45 PM – 3:00 PM	Transition Break	—
3:00 PM – 3:30 PM	Closing Session and Reflections	Large Group

Example workshop elements may include:

- Guest speakers from local or state government and campus welcome remarks
- Facilitated leadership sessions
- Fellow-led interactive workshops

- Alumni networking and career panels
- Reflection and community-building activities
- Onsite service activities for participants
- Participant accessibility accommodations and engagement supports
- Interactive large-group programming and participant-centered activities

B. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit a qualified contractor to provide comprehensive event management and support services for the College Corps Statewide Cohort Experience initiative. The selected contractor will plan and execute 16 large-scale statewide events over a two-year period; facilitate content planning processes; assist with session facilitator recruitment, training and preparation, and support efforts as directed by California Volunteers; produce event materials and environmental branding; and provide overall project management, staffing, logistics, and operational oversight in support of California Volunteers' goal of building a shared sense of identity, connection, and purpose among College Corps fellows across California.

C. Objective

The work to be performed under this Agreement shall be in accordance with GO-SERVE's Request for Proposal solicitation #CV26-100. The Contractor shall provide the services in the Scope of Work described herein. In undertaking the Scope of Work outlined below, the Contractor will plan, coordinate, and execute statewide College Corps Mid-Year Leadership Workshops and In-Person Peer Exchanges; provide facilitation support, training and logistical support for facilitators, event materials development, and project management services; and oversee the logistics, staffing, vendor coordination, and operational execution necessary to successfully implement the College Corps Statewide Cohort Experience initiative.

California Volunteers has three primary goals in identifying the Event Management and Support Lead Project Manager:

- Ensure that the Mid-Year Leadership Workshops and In-Person Peer Exchanges, as outlined in the Scope of Work, provide a consistent experience across the state that is accessible, inclusive, and well-coordinated.
- Ensure that Mid-Year Leadership Workshops are designed to help foster a regional and statewide sense of belonging, connection, and shared identity among College Corps fellows as part of California Service Corps.
- Ensure strong collaboration and partnership with College Corps campuses in the planning and execution of the Mid-Year Leadership Workshops and In-Person Peer Exchanges, resulting in events that reflect shared investment and collective success.

D. Location of Services

Services shall generally be provided during GO-Serve business hours of 8:00 AM to 5:00 PM PST, Monday through Friday, excluding State holidays. However, the Contractor may be required to perform services outside of standard business hours in support of event planning, travel, and day-of event operations, as Mid-Year Leadership Workshops occur on Saturdays between January and March.

The Contractor may work remotely at a location approved by the Contract Manager and onsite at locations mutually agreed upon by both parties, including college campuses and event venues throughout California. Because events will be hosted statewide, the Contractor must demonstrate the ability to establish and maintain relationships with vendors and service providers across California or possess existing statewide vendor relationships and event logistics contacts necessary to successfully execute the Scope of Work.

E. Term of Agreement

The term of this agreement will begin August 17, 2026 or when the agreement has been executed by all parties and has been approved by the Department of General Services, if required, and continue through July 31, 2028.

The Contractor shall not be authorized to commence performance of services or deliver goods described in this Agreement prior to the Start Date. Any performance of services or delivery of goods commenced prior to the Start Date shall be considered gratuitous on the part of the Contractor.

F. Cost

The maximum amount of this project shall not exceed a total of \$1,488,074.00 .

G. Project Representatives

All inquiries during the term of this Agreement will be directed to the Contract Managers listed below.

Organization:	Governor's Office of Service and Community Engagement	Contractor
Role:	Contract Manager	Project Manager
Name:	Allison Priola	
Address:	1400 Tenth Street Sacramento, CA 95814	

Phone:	NA	
Email:	Allison.Priola@californiavolunteers.ca.gov	

H. SCOPE OF WORK

The Project Summary is organized into five (5) functional areas. The contractor shall be responsible for all deliverables described within each area for the full duration of the contract period.

1. Event Planning and Logistics Management

The contractor shall provide comprehensive event planning and logistics management services for 16 statewide College Corps events (7 Mid-Year Leadership Workshops and 1 In-Person Peer Exchange each year). This includes all pre-event, day-of, and post-event activities.

Venue Coordination

- Assist with identifying and confirming event venues on or adjacent to college campuses across California as requested, in coordination with California Volunteers and designated campus liaisons.
- Negotiate and secure all necessary venue contracts, permits, and agreements, including facility use agreements, insurance certificates, and compliance documentation.
- Conduct advance site visits as necessary and produce written venue assessments, including accessibility evaluation, capacity confirmation, and technology infrastructure review.
- Coordinate with campus facilities management to ensure room layouts, furniture, AV equipment, and support services are properly arranged for each event format.
- Develop and maintain a master venue contact list and escalation protocol for each event site.

Vendor and Supplier Management

- Negotiate contracts and manage relationships with all third-party vendors including but not limited to day-of staffing providers, professional event emcees, ASL interpreters, catering, audiovisual, photography, printing, and rental companies.
- Ensure all vendor contracts include appropriate terms for cancellation, insurance, and performance standards.
- Maintain a vetted vendor directory and track vendor performance across events.
- Manage all vendor invoicing, payment coordination, and documentation in partnership with California Volunteers and campus program staff.

Attendee and Registration Management

- Develop and manage an event registration system capable of handling large-scale attendee enrollment for thousands of College Corps fellows across multiple campuses.

- Coordinate with California Volunteers to provide campus College Corps program contacts with attendee communications, registration confirmations, and logistical updates.
- Produce and distribute pre-event informational packets or digital briefing materials for attendees and campus hosts.
- Track RSVPs and attendance data and provide regular enrollment reports to California Volunteers.
- Manage check-in processes on the day of each event, including name badge distribution, accessibility accommodations, and attendee support.

Transportation

- Coordinate transportation reimbursement processes for campus programs as applicable.
- Develop and distribute transportation, parking, and arrival guidance for attendees.

Alumni Panel

- Assist in alumni panel recruitment, preparation, and communications.
- Coordinate Alumni panel fee payment process for 4 College Corps alumni per Mid-Year Leadership Workshop.

Service Project(s)

- Assist in planning, preparation, and coordination of Mid-Year Leadership Workshop service projects as directed by California Volunteers.
- Purchase any related supplies required for implementation of Mid-Year Leadership Workshop service projects.

Catering and Hospitality

- Plan and procure catering for all events, including meals, snacks, and beverages appropriate to event duration and format.
- Ensure catering options accommodate a wide range of dietary restrictions and cultural preferences consistent with the diversity of the College Corps Fellows population.
- Coordinate catering logistics, including setup, service, and breakdown, in coordination with venue staff.

Technology Capabilities

- Assess and implement all audiovisual, sound, lighting, and presentation technology requirements for each event.
- Ensure Audiovisual and/ or technical support staff provided by the venue or hired by the contractor are on-site during events to manage all technology operations.
- Coordinate with California Volunteers to ensure all technology solutions are accessible and meet state accessibility standards.

Day-of Event Staffing and Operations

- Provide sufficient and experienced event staff for each event, including an on-site event lead, registration coordinators, logistics coordinators, and runner/support staff. The

contractor must maintain adequate staffing capacity to simultaneously coordinate, manage, and execute multiple events occurring on the same day if required by California Volunteers.

- Develop and distribute a detailed day-of event run of show for each event, reviewed and approved in advance by California Volunteers.
- Serve as the primary point of contact for all on-site operational matters during each event.
- Coordinate emergency and safety protocols in alignment with campus policies and applicable state guidelines.
- Manage event setup and breakdown, including the arrangement of materials, signage, equipment, and branded event elements.

Post-Event Evaluation and Reporting

- Administer post-event evaluations or surveys to gather attendee feedback, in coordination with California Volunteers.
- Compile and deliver a comprehensive post-event report for each event within 15 business days of event completion, including attendance data, budget reconciliation, logistics debrief, and recommendations for future events.
- Maintain a consolidated event tracking database accessible to California Volunteers throughout the contract period.

2. Advisory Group Participation and Support

California Volunteers will convene and lead an advisory group responsible for informing the programming direction, event themes, and content priorities for the Mid-Year Leadership Workshops. The contractor shall support and participate in this process as directed by California Volunteers.

Advisory Group Meeting Participation

- Participate in recurring advisory group meetings throughout the contract period to support planning and implementation of Mid-Year Leadership Workshops.
- Provide event planning, logistics, and implementation expertise to inform advisory group discussions and decision-making.
- Document meeting outcomes, decisions, action items, and next steps, and distribute meeting summaries within five (5) business days following each meeting.
- Track action items related to event planning and implementation and coordinate with California Volunteers on follow-up activities as needed.

Planning and Administrative Support

- Collaborate with California Volunteers to develop and maintain an advisory group planning calendar aligned with event timelines, deliverables, and production deadlines.
- Prepare and distribute meeting materials, including agendas, background documents, presentation materials, and meeting notes, as directed by California Volunteers.
- Provide virtual meeting coordination and logistical support for advisory group meetings, as directed by California Volunteers.

- Maintain organized records of advisory group materials, decisions, and planning documents to support continuity throughout the contract period.

3. Facilitator Recruitment, Support and Coordination

Each statewide event will include components facilitated by a trained team of facilitators, which may include California Volunteers staff, campus-based College Corps staff, Community Host Partners, and/or selected College Corps fellows.

Facilitator Recruitment

- Assist California Volunteers staff as needed with Mid-Year Leadership Workshop breakout session facilitator recruitment and tracking.
- Coordinate facilitator fee payment process for Mid-Year Leadership Workshops as applicable.

Facilitator Preparation and Training Coordination

- Coordinate facilitator communications, scheduling, registration, and participation tracking for training and preparation activities.
- Coordinate the logistical and operational aspects of facilitator virtual training and preparation activities, including location, technology, accessibility, and participant support needs.
- Coordinate facilitator communications, scheduling, registration, and participation tracking for training and preparation activities.
- Coordinate the logistical and operational aspects of facilitator virtual training and preparation activities, including location, technology, accessibility, and participant support needs.
- Produce, organize, distribute, and maintain facilitator and participant materials, resource guides, reference documents, and related event resources provided or approved by California Volunteers.
- Maintain ongoing communication with facilitators and provide logistical information, updates, and resources leading up to events.

Facilitator Training Design and Delivery

- Design facilitator training materials based on content selected by California Volunteers.
- Deliver virtual facilitator training sessions, including preparing facilitators to effectively lead and facilitate assigned content.
- Assist with organizing practice opportunities, information sessions, and other facilitator preparation activities, as applicable.

Ongoing Facilitator Support

- Support facilitator briefings prior to each event as directed by California Volunteers.

- Serve as a point of contact for facilitator logistics and operational questions before and during events.
- Provide on-site coordination and operational support to facilitators during events, as needed.
- Support post-event facilitator feedback collection, debrief activities, and documentation of lessons learned to inform future event planning and facilitator support efforts.

4. Event Materials Development

The contractor shall develop all event materials needed to support the execution of the event series, in alignment with content direction provided by California Volunteers.

Participant Materials

- Design and produce participant-facing event materials, including event programs, session guides, reflection worksheets, resource packets, and any other printed or digital materials distributed to fellows.
- Ensure all materials are produced in alignment with California Volunteers and College Corps branding standards.
- Develop accessible versions of all materials consistent with applicable state accessibility standards.
- Coordinate all printing, duplication, and distribution logistics for physical materials.

Facilitator and Event Staff Materials

- Develop comprehensive facilitator guides for each event that align with event content and programming direction, ensuring facilitators have all materials, resources, and information needed upon arrival to effectively prepare for and deliver their sessions.
- Produce event staff briefing materials, run-of-show documents, and operational checklists.
- Maintain a shared digital repository of all event materials accessible to California Volunteers and designated staff.

Signage and Environmental Design

- Design and produce event signage, banners, wayfinding materials, and environmental design elements in alignment with College Corps branding.
- Coordinate installation and removal of all signage at event venues.
- Develop a reusable event design kit that can be adapted and deployed efficiently across multiple event sites.

5. Program Coordination and Contract Management

Project Management

- Designate the required minimum key personnel — a Project Manager, Event Manager, and Event Coordinator, with the Project Manager serving as the primary point of contact for California Volunteers throughout the contract period.

- Develop and maintain a comprehensive project management plan, including a master timeline, milestone tracker, and risk register, to be reviewed by California Volunteers on a regular basis.
- Conduct regular check-in meetings with California Volunteers, at a frequency to be established in the contract, to report on progress, flag issues, and coordinate upcoming activities.
- Maintain organized documentation of all project activities, decisions, and communications throughout the contract period.

Accessibility and Accommodations

- Apply an equity lens to all aspects of event planning, facilitation support, and materials development throughout the contract.
- Ensure event locations, formats, materials, and facilitation practices are accessible and inclusive for a diverse population of College Corps fellows.
- Engage in ongoing dialogue with California Volunteers about equity considerations and be responsive to feedback and direction.

Budget Management

- Develop a detailed event budget in coordination with California Volunteers for each event, consistent with the overall contract budget allocation.
- Administer fee process for transportation, facilitators, and alumni panelists.
- Track expenditures against budget and provide budget status reports to California Volunteers on a regular cadence.
- Notify California Volunteers promptly of any anticipated budget variances and propose solutions.
- Submit all invoices and supporting documentation in accordance with California Volunteers fiscal policies and procedures.

Required Budget Allocations and Minimum Direct Cost Expectations

Proposers shall construct budgets that adequately support the full operational requirements of the statewide event series. Budget proposals must demonstrate sufficient allocation of funds toward staffing, subcontractor support, accessibility requirements, transportation support, participant experience elements, and direct event implementation costs necessary to successfully execute events at the scale described in this Scope of Work.

For budgeting purposes, proposers should assume the following annual event structure:

- Seven (7) Mid-Year Leadership Workshops for College Corps fellows annually
- One (1) In-Person Peer Exchange annually

The following estimated annual funding allocations are provided to establish baseline expectations for operational investment and budget development. These amounts are estimates only and are not guaranteed expenditures.

Required Personnel, Staffing, and Subcontractor Costs

Applicants should budget a minimum of \$686,000 for the term of the contract for required personnel, staffing, and subcontractor-related costs associated with all elements of the seven (7) annual Mid-Year Leadership Workshops (14 total).

Budgets should include, but are not limited to, the following expenses:

- Contractor planning and execution labor
- Contractor travel
- Day-of event staffing subcontractor labor
- Professional event emcee subcontractor labor
- Other subcontractor labor
- Other staffing and operational support necessary to execute the event series

Required Direct Event Costs

Applicants shall budget a minimum of at least \$537,000 for the term of the contract for direct event implementation costs associated with the seven (7) annual Mid-Year Leadership Workshops (14 total).

Budgets should include, but are not limited to, the following cost categories:

- Venue-related expenses, including facility rental, audiovisual support, janitorial services, utilities, labor, and parking
- Catering and hospitality expenses, including meals, snacks, beverages, dietary accommodations, and service-related costs
- Supplies and experience-related expenses, including the registration tool, photography, mascot and/ or performance group fees, printing, accessibility services, signage, materials production, and miscellaneous event support items
- Service activity implementation costs
- Other direct event production and participant support expenses necessary to fulfill the Scope of Work

Required Indirect Event Costs

Applicants shall budget a minimum of at least \$188,000 for the term of the contract for indirect event costs associated with the seven (7) annual Mid-Year Leadership Workshops (14 total).

Budgets should include, but are not limited to, the following cost categories:

- Campus program transportation support fees
- Facilitator fees
- Alumni panelist fees
- Other indirect event expenses necessary to fulfill the Scope of Work

Annual In-Person Peer Exchange

In addition to the Mid-Year Leadership Workshops, proposers should budget \$20,000 annually to support direct costs for one (1) annual In-Person Peer Exchange (2 total), including venue, food, materials, and meeting operations costs.

The contractor shall ensure that proposed budgets reflect sufficient resources to support the full scope of operational, staffing, accessibility, and participant experience requirements outlined in this agreement.

Proposals that significantly under-resource the required operational and direct cost categories identified in this Scope of Work may be deemed non-responsive or indicative of insufficient implementation capacity.

1. Work Plan / Timeline

The following tentative timeline is provided for illustrative planning purposes only and reflects the anticipated annual workflow associated with the College Corps Statewide Cohort Experience initiative. Final timelines will be developed collaboratively between California Volunteers and the selected contractor based on event dates, campus coordination needs, and program priorities.

Timeframe	Key Activities
August	Contract kickoff; onboarding and project launch meetings; establish communication protocols; finalize annual project management plan, staffing structure, and preliminary event calendar.
September	Confirm Mid-Year Leadership Workshop regions and target dates; begin venue outreach and procurement; initiate vendor sourcing; establish advisory group calendar and planning process.
October	Finalize venue contracts and core vendors; conduct preliminary site assessments; begin registration planning; support facilitator training as directed by California Volunteers, event assessment and evaluation tool development, and event materials planning.
November	Participate in advisory group meetings; finalize workshop themes and program direction; launch event registration processes; continue vendor coordination and logistics planning.
December	Manage and monitor event registration processes; coordinate attendee communications and registration support with campus partners; finalize Mid-Year Leadership Workshop agendas, run-of-show drafts, breakout session structure, catering plans, transportation guidance, and event materials production schedules; begin facilitator recruitment and training coordination.

**January –
March**

Continue management of event registration, attendee communications, RSVP tracking, and event enrollment reporting; execute statewide Mid-Year Leadership Workshops; provide day-of event staffing, logistics oversight, registration management, vendor coordination, facilitator support, and event operations; administer participant evaluations and complete post-event reporting within 15 business days following each event. Begin logistics management for annual In-Person Peer Exchange.

April

Conduct statewide debrief and evaluation review; assess event outcomes and operational improvements; compile and submit a comprehensive Mid-Year Leadership Workshops final report summarizing attendance, evaluation findings, budget reconciliation, logistical outcomes, lessons learned, and recommendations for future implementation.

May

Finalize In-Person Peer Exchange meeting agenda, logistics, venue coordination, materials production, attendee registration, and participant communications; continue budget reconciliation and annual reporting activities.

June

Execute logistics management of annual In-Person Peer Exchange, including vendor coordination, registration support, and event operations oversight.

July

Complete final annual reporting, financial reconciliation, event evaluations, and project closeout activities; develop recommendations and planning considerations for the following contract year.

2. Deliverables

The Contractor shall be responsible for producing and completing all deliverables necessary to support the successful planning, coordination, execution, evaluation, and closeout of the College Corps Statewide Cohort Experience initiative, including Mid-Year Leadership Workshops and the annual In-Person Peer Exchange. Deliverables shall include, but are not limited to, the following:

Project Management and Coordination Deliverables

- Comprehensive annual project management plan
- Annual master event timeline and milestone tracker
- Risk management and escalation plan
- Regular project status reports and meeting updates
- Budget development documents and budget tracking reports
- Vendor management documentation and coordination records

- Event staffing plans and staffing schedules
- Consolidated event tracking database as directed by California Volunteers

Venue and Logistics Deliverables

- Venue identification and procurement support
- Executed venue agreements and coordination documentation
- Venue assessment reports, including accessibility and technology evaluations as needed
- Event logistics plans for each event location
- Transportation, parking, and arrival guidance documents
- Catering coordination plans
- Emergency, safety, and contingency planning documentation

Registration and Attendee Management Deliverables

- Event registration system setup and management
- Registration tracking and RSVP reports
- Attendee communication materials and registration support documentation
- Check-in procedures and day-of registration operations plans
- Accessibility accommodation coordination documentation

Advisory Group Deliverables

- Advisory group meeting schedules and coordination materials
- Meeting summaries, notes, and action item documentation
- Planning calendars aligned with event production timelines

Facilitator Training and Support Deliverables

- Facilitator materials and toolkit
- Facilitator recruitment and coordination support materials
- Virtual facilitator training session support
- Facilitator session supply coordination
- Design of virtual facilitator training(s)
- Delivery of virtual facilitator training(s)

Event Materials and Production Deliverables

- Event agendas and run-of-show documents for each event
- Participant handouts and workshop materials
- Session guides, reflection worksheets, and resource materials
- Event signage, banners, and wayfinding materials
- Environmental design and branded event materials
- Event staff operational guides and checklists
- Digital repository of event and training materials

Day-of Event Operations Deliverables

- Onsite event management and staffing coordination
- Vendor coordination and operational oversight

- Stage management and production coordination
- AV, technology, livestreaming, and accessibility support coordination
- Event setup and breakdown management
- Simultaneous event management capacity, if required by California Volunteers

Assessment and Evaluation Deliverables

- Event assessment and evaluation tools, including participant surveys and feedback instruments
- Event attendance and participation reports
- Individual post-event reports for each event, submitted within 15 business days of event completion
- Mid-Year Leadership Workshops final annual report, due in April each contract year, summarizing event outcomes, attendance, evaluation findings, logistical performance, budget reconciliation, lessons learned, and recommendations for future implementation
- Final annual project summary and closeout documentation

In-Person Peer Exchange Deliverables

- Peer Exchange meeting logistics and coordination plan
- Registration and attendee communication support
- Meeting materials, agendas, signage, and facilitation support materials
- Post-event evaluation and summary documentation

Financial and Administrative Deliverables

- Invoices and supporting fiscal documentation
- Budget reconciliation reports
- Subcontractor coordination and payment tracking documentation
- Travel and fee administration records, as applicable
- Documentation required for compliance with California Volunteers and State contracting requirements

3. Due Dates

The following due dates are tentative based on the annual contract cycle (August 1 – July 30) and the anticipated timing of Mid-Year Leadership Workshops (January–March) and the annual In-Person Peer Exchange (June).

Deliverable	Due Date / Timeline
Annual Project Management Plan, Staffing Plan, and Preliminary Event Calendar	Within 30 calendar days of contract start
Annual Master Timeline and Risk Management Plan	Within 45 calendar days of contract start
Preliminary Site Coordination	By September 30 annually

Executed Venue Contracts for Mid-Year Leadership Workshops	By October 31 annually
Initial Event Registration Plan and Communications Plan	By November 1 annually
Assessment and Evaluation Tools	By November 15 annually
Final Mid-Year Leadership Workshop Agendas and Run-of-Show Drafts	At least 30 calendar days prior to each event
Facilitator Materials	At least 45 calendar days prior to first Mid-Year Leadership Workshop
Facilitator Training Sessions	Between 4-6 weeks prior to event cycle
Participant Materials, Signage, and Event Production Materials	At least 10 business days prior to each event
Final Registration Reports and Attendee Rosters	At least 5 business days prior to each event
Day-of Staffing Plans and Vendor Confirmations	At least 5 business days prior to each event
Post-Event Reports for Individual Events	Within 15 business days following each event
Mid-Year Leadership Workshops Final Annual Report	By April 30 annually
In-Person Peer Exchange Agenda and Logistics Plan	By February 15 annually
In-Person Peer Exchange Final Materials and Registration Reports	At least 5 business days prior to the meeting
In-Person Peer Exchange Post-Event Report	Within 15 business days following the meeting
Final Annual Budget Reconciliation and Fiscal Reporting	By July 15 annually
Final Annual Project Summary and Closeout Report	By July 15 annually

California Volunteers reserves the right to modify deliverable timelines based on final event dates, campus coordination needs, or operational considerations. Final due dates will be established in collaboration with the selected contractor during project kickoff and annual planning processes.

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RESERVED FOR ATTACHMENT 4 – CONTRACTOR SCOPE OF WORK RESPONSE

***Note:** Attachment 4 will become Attachment A1 for the awarded contract. See Attachment 4 for Contractor Scope of Work Template to be completed by Proposer.

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EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS

A. INVOICING AND PAYMENT

1. For services satisfactorily rendered, and upon receipt and approval of the invoice for each completed task and deliverable, the State agrees to compensate the Contractor for actual expenditures incurred and in accordance with the rates specified in accordance with this agreement. **All costs include items such as but not limited to labor, meetings, reproduction costs, reports, subcontractors, and any miscellaneous items necessary to perform the tasks of this project.**

The total cost of this agreement will not exceed \$1,488,074.00.

The following items must be included, and all unit rates must be extended and totaled in the invoice:

- Overhead;
 - Personal service costs showing position rates per unit of time;
 - Fringe benefits cost citing actual benefits or a percentage of personal services cost;
 - Operating expenses including rent and supplies;
 - Equipment costs specifying equipment to be bought and the disposition of equipment at the end of the contract;
 - If there are any travel expenses outlined in the budget, then expenses are not to exceed the travel and per diem rates set at the rate specified by CalHR for similar employees or verification supplied that such rates are not available to the contractor. For invoicing: include breakdown of receipts, and the names and title of travelers. For hotel receipts, do not include the confirmation printouts; include the actual receipt that shows payment has been made and there is a zero balance. Do not include tip or gratuity amounts; CalHR prohibits paying for tips and gratuities. For more information visit: <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>
 - Other specific breakdown required.
2. Invoices shall include the Agreement Number and shall be submitted electronically only. Invoices shall not be submitted more frequently than monthly and not less frequently than quarterly in arrears.

Invoices must be submitted via e-mail to:

accountspayable@lci.ca.gov

Include the Contract Manager in the CC line of the email so they are aware that an invoice has been submitted.

B. BUDGET CONTINGENCY CLAUSE

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this

Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

C. 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.

D. BUDGET REVISIONS

All changes to the budget for this agreement must come in the form of request and be sent via e-mail directly to the project representative for this agreement and copy the contract officer in the e-mail. All changes to the budget must justify why the revisions are needed. The project representative and contract officer will review the request for approval and processing.

A formal amendment is not required if a budget is being revised to shift funds between line items, and the revision is within 10% or \$10,000, whichever amount is the lesser, with the approval of the project representative and the contracts officer. All other budget revisions are subject to a formal amendment process. All amendment and budget revision requests are to be determined at the discretion of the contract officer.

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RESERVED FOR ATTACHMENT 5 – CONTRACTOR COST WORKSHEET

***Note:** Attachment 5 will become Attachment B1 for the awarded contract. See Attachment 5 Contractor Cost Worksheet Template to be completed by Proposer.

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EXHIBIT C – GENERAL TERMS AND CONDITIONS

The General Terms and Conditions (GTC 02/2025) are hereby incorporated by reference and made a part of this agreement as if attached hereto.

The GTC 02/2025 can be viewed at the following hyperlink to the online directory:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

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EXHIBIT D – SPECIAL TERMS AND CONDITIONS

A. 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. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

B. Settlement of Disputes

1. In the event of a dispute, Contractor shall file a "Notice of Dispute" with GO-Serve within ten (10) days of discovery of the problem. Within ten (10) days, GO-SERVE shall meet with the Contractor and Project Representative for purposes of resolving the dispute.
2. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Contractor and State employees normally responsible for the administration of this Agreement shall be brought to the attention of the Executive Officer or designated representative of each organization for resolution. The decision of the State Executive Officer or designated representative shall be final.
3. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the proposal.
4. The existence of a dispute not fully resolved shall not delay Contractor to continue with the responsibilities under this Agreement which is not affected by the dispute.

C. Responsibilities of Parties

1. GO-SERVE
 - a. GO-SERVE shall appoint a Contract Manager, who will provide approval of the Contractor deliverables and coordinate payment of invoices upon such approval.
 - b. The Contract Manager shall receive all communications and has the authority to act on all aspects of the services. The Contract Manager will review the Agreement and associated Agreement documents with the Contractor to ensure understanding of the responsibilities of both parties.
 - c. GO-SERVE shall provide timely review and approval of the information and documentation provided in order for the Contractor to perform its obligations under this Agreement.
 - d. GO-SERVE shall provide the Contractor with an initial understanding of the assignment and deliverable expectations.

- e. GO-SERVE shall provide sufficient access to appropriate levels of staff, other users, and department management as appropriate to facilitate the performance of consulting tasks and creation of deliverables.
- f. GO-SERVE shall provide workspace for Contractor at GO-SERVE headquarters located in Sacramento, California when the Contractor is onsite. Workspace to include workstations and access to the internet, GO-SERVE network, and project libraries.

2. Contractor

- a. Contractor shall designate a Project Manager who will be the lead for the Project and will work with and report to GO-SERVE. Contractor must have adequate support staff, and/or identified partners and subcontractors to accomplish the services contained in the Exhibit A – Scope of Work (SOW).
- b. Contractor shall review the Agreement with the Contract Manager or designee to ensure understanding of the responsibilities of both parties.
- c. Contractor shall complete and perform all services, tasks, activities, deliverables and reports described within the Exhibit A – Scope of Work.
- d. Contractor shall meet with the Contract Manager as agreed upon to discuss project status, issues, and risks.
- e. All work products, services, activities, and reports shall be stored on the State document repository in a format compatible with the State document standards. Documents will be version-controlled, and the most current version shall always be continuously available for State review. Prior versions will also be available to the State as requested.
- f. Contractor shall facilitate, present and report out at Project meetings; including but not limited to Project status meetings, risk meetings, and issue meetings.
- g. Contractor shall return, delete and destroy any document(s) determined by GO-SERVE to have been sent in error to the Contractor, either electronically or otherwise.
- h. Contractor shall return all GO-SERVE's property prior to expiration or termination of the Agreement or upon request, including security badges and all copies of materials, documents, reports and data.

D. Reassignment of Staff

- 1. The Contractor staff shall perform the tasks described in the Exhibit A – Scope of Work, at the rates indicated in Exhibit B-1 – Cost Worksheet.
- 2. The Contractor shall not add, delete, or substitute staff without the prior written consent of the Contract Manager, and consent shall not be unreasonably withheld. The Contractor shall make every reasonable effort to provide suitable substitute staff. The additional and/or substitute staff shall meet all requirements and shall be approved in writing by the Contract Manager prior to substitute staff beginning work.
- 3. If adding or substituting staff is acceptable to GO-SERVE, the Contractor shall submit the following, which shall be supplied by the Contract Manager:

- Email requesting the substitution
 - Staff resume
 - Updated Bidder Declaration Form (if applicable)
4. The GO-SERVE reserves the right to interview any additional or substitute staff.

E. Deliverable Format

1. All deliverables shall be provided in a format compatible with GO-SERVE standard applications. In all cases, the Contractor shall verify application compatibility with the Contract Manager prior to creation or delivery of any electronic documentation. Any deviations to these standards shall be approved by the GO-SERVE Contract Manager
2. If applicable, hard copy deliverables shall be on standard 8½" x 11" paper. Electronic versions shall be stored in a GO-SERVE-designated central repository and remain the sole property of the GO-SERVE.
3. If GO-SERVE does not accept the deliverable(s) or services in this Agreement, payment for the deliverable(s)/services shall be withheld by GO-SERVE and the Contractor will be notified. The Contractor shall take timely and appropriate measures to correct or remediate the reason(s) for non-acceptance and demonstrate to GO-SERVE that the Contractor has successfully completed the scheduled work for each deliverable/service before payment is made.

F. Acceptance

All Contractor-completed tasks and deliverables will be reviewed and approved by GO-SERVE. It shall be GO-SERVE's sole determination as to whether a task or deliverable has been successfully completed and is acceptable.

If a task or deliverable is not accepted, GO-SERVE shall provide the rationale in writing within ten (10) business days of receipt of the task or deliverable.

G. Subcontractors

1. 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 its 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 monies to any subcontractor.

2. The Contractor may, with the approval of GO-SERVE, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. Any such GO-SERVE approval may be rescinded for reasonable cause. The Contractor is responsible for and liable for the proper performance and quality of any work performed by any, and all, Subcontractors. GO-SERVE reserves the right to reject or refuse admission to any Subcontractor staff whose performance, in the reasonable judgement of GO-SERVE, is deemed to be substandard. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to GO-SERVE for any breach in performance of the Contractor's duties.
3. The Contractor warrants and agrees that any participating subcontract under the terms and conditions of the Agreement shall include a provision that the Subcontractor shall abide by the terms and conditions of the Agreement, as well as all other applicable federal and State laws, rules, and regulations pertinent hereto that have been or may hereafter be established. Also, the Contractor warrants and agrees that all subcontracts shall include a provision that the Subcontractor shall indemnify and hold harmless GO-SERVE. Any Agreement between the Contractor and its Subcontractors shall require the Subcontractors to adhere to the same performance standards and other standards required of the Contractor.
4. When a Subcontractor ultimately performs all the services the Contractor has agreed to provide and the prime Contractor only handles the invoicing of expenditures, then the prime Contractor's role becomes that of a fiscal agent because it is merely administrative in nature and does not provide a commercially useful function. It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs. Contractors may not subcontract more than forty-nine percent (49%) of the tasks of this SOW.

H. DVBE Subcontractor Participation and Reporting Requirements

1. In the event the Contractor committed to provide DVBE subcontractor participation for this Agreement, the Contractor shall comply with their DVBE subcontractor participation commitment throughout the term of this Agreement. In the event this Agreement is amended to increase the maximum Agreement amount, the Contractor shall comply with their DVBE subcontractor participation commitment for the additional amount.
2. Upon completion of this Agreement, the Contractor shall download from www.dgs.ca.gov, complete, sign, and submit to GO-SERVE with the final invoice for payment a Prime Contractor's Certification - DVBE Subcontracting Report (STD 817) certifying all of the following:
 - a. The total dollar amount the Contractor received under this Agreement.
 - b. This Agreement number and the name, address, and certification ID number of all DVBE subcontractors that participated in the performance of this Agreement.
 - c. The total dollar amount and percentage of this Agreement's total dollar amount the Contractor committed to each DVBE subcontractor.

- d. The total dollar amount the Contractor paid each DVBE subcontractor.
 - e. That all payments under this Agreement have been made to the DVBE subcontractor(s).
 - f. The actual percentage of DVBE participation that was achieved. Upon request, the Contractor shall provide proof of payment for the work.
- 3. GO-SERVE will withhold \$10,000.00 (or the full dollar amount if less than \$10,000.00) from the final payment, until the Contractor complies with the certification requirements above. In the event the Contractor fails to comply with the certification requirements above, the Contractor shall be allowed to cure the defect after written notice. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of written notice, the Contractor refuses to comply with the certification requirements above, GO-SERVE shall permanently deduct \$10,000.00 (or the full dollar amount if less than \$10,000.00) from the final payment (Military and Veterans Code Section 999.7).
 - 4. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation (Military and Veterans Code Section 999.5; Government Code Section 14841).
 - 5. The Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in Section 999 of the Military and Veterans Code, including, but not limited to, the requirements of Section 999.5(d).

I. Replacement of DVBE Subcontractors

- 1. Per Military and Veterans Code Section 999.5, a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS).
- 2. The Contractor's failure to seek a substitution and adhere to the DVBE participation level identified in the Contractor's bid (when applicable) may be cause for termination of this Agreement, recovery of damages under rights and remedies due to the DMV, and penalties outlined in Military and Veterans Code Section 999.9; Public Contract Code Section 10115.10, or Public Contract Code Section 4110.

J. DVBE Subcontractor Invoices

To ensure that DVBE participation is applied correctly, all DVBE subcontractor invoices submitted to the Contractor must include this Agreement number.

K. DVBE Audit

Contractor agrees that the State or its delegate will have the right to review, obtain, and copy all records pertaining to Contractor's compliance with the Disabled Veteran Business Enterprise (DVBE) requirements as contained in Public Contract Code sections 10115 et. seq. Contractor agrees to provide State or its delegate with any relevant information requested and

shall permit State or its delegate access to its premises, upon reasonable notice, during normal business hours for the purposes of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the DVBE requirements. Contractor further agrees to maintain such records for a period of three years after final payment under this Agreement.

L. Stop Work Order

The State reserves the right to issue an order to stop work in the event that a dispute should arise, or in the event that the State gives Contractor a notice that the Agreement will be terminated. The stop-work order will be in effect until the dispute has been resolved or the Agreement has been terminated.

M. Termination

1. In addition to the rights under Exhibit C – General Terms and Conditions (02/2025) of the Standard Agreement, State reserves the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days prior written notice to Contractor.
2. In the case of early termination, Contractor shall submit an invoice in triplicate and a report in triplicate covering services to termination date, following the invoice and progress report requirements of this Agreement. A copy and description of any data collected up to termination date shall also be provided to State.
3. Upon receipt of the invoice, progress report, and data, a final payment will be made to Contractor. This payment shall be for all State-approved, actually incurred costs that in the opinion of State are justified, and shall include labor, and materials purchased or utilized (including all non-cancellable commitments) to termination date, and pro rata indirect costs as specified in the proposal budget.
4. If, after award and execution of the Agreement, the Contractor's performance is unsatisfactory, the Agreement may be terminated for default. Default is defined as the Contractor failing to perform services required by the Agreement in a satisfactory manner.
5. GO-SERVE reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Contractor, or immediately in the event of default or material breach by the Contractor.

N. Amendments

1. 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. Amendments must come in the form of a request and be submitted to both the GO-SERVE project representative and contract officer for review, approval, and processing. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

2. GO-SERVE reserves the right to amend this Agreement through a formal written amendment, signed by the parties, and approved by the Dept. of General Services' Office of Legal Services, if required.
3. A formal amendment is not required if a budget is being revised to shift funds between line items, and the revision is within 10% or \$10,000, whichever amount is the lesser, with the approval of the Contract Manager listed in Exhibit A – Scope of Work, and GO-SERVE Contracts Office. All other budget revisions are subject to a formal amendment process. All amendment and budget revision requests are to be determined at the discretion of GO-SERVE Contracts Office.
4. A change to the total agreement amount, whether reducing or increasing, would warrant a formal amendment. A change to the term start and end dates, would warrant a formal amendment. Amendments may be subject to DGS review and approval.

O. Insurance

1. Commercial General Liability

Contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this contract. Contractor shall maintain general liability on an occurrence for with limits not less than \$1,000,000 per occurrence for bodily injury 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 contract. 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 Office of Service and Community Engagement, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed under this contract.

This endorsement must be supplied under a form acceptable to the Office of Risk and Insurance Management.

In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractors shall include all subcontractors as insured under Contractor's insurance or supply evidence of insurance to the State equal to policies, coverage and limits required of Contractor.

2. Automobile Liability (if applicable)

Contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this contract. Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

The Office of Service and Community Engagement, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed under this contract.

3. Worker's Compensation and Employers' Liability

Contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this contract. Contractor shall maintain statutory workers' compensation and employers' liability for all its employees who will be engaged in the performance liability limits of \$1,000,000 are required.

When performed on State owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.

4. General Provisions Applying to all Policies

a. 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.

b. Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the State within five (5) business days following receipt by contractor a copy of any cancellation or non-renewal of insurance required by this contract. 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.

c. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.

d. Primary Clause – Any required insurance contained in the Contract shall be primary, and not excess or contributory to any other insurance carried by the State.

e. 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.

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

g. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the Contract.

P. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake,

other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

Q. Hardware and Software Responsibilities

Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

GO-SERVE shall not be responsible for the procurement activities for all necessary hardware and software. The Contractor shall provide necessary hardware and software to complete services as stated in the Exhibit A – Scope of Work.

R. Ownership of Work and Copyrightable Materials

Any works developed during and/or pursuant to this agreement by Contractor, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this agreement. Contractor further intends and agrees to assign to State all right, title and interest in and to such materials as well as all related copyrights and other proprietary rights therein.

Contractor's obligations under this provision shall survive the expiration or termination of this Agreement.

- 1) GO-SERVE reserves the right to any copyrightable materials developed under this Agreement. Upon acceptance of the copyrightable materials developed under this Agreement, and payment of the sums then due under the terms of the Agreement, GO-SERVE shall have the sole and exclusive right, title, and interest (including trade secret and copyright interests) in the copyrightable materials. Contractor and his or her subcontractors hereby assign(s) all rights, title, and interest (including trade secret and copyright interest) in any copyrightable materials developed under this Agreement to GO-SERVE.
- 2) GO-SERVE, at its discretion, may grant a nonexclusive and paid-up license to Contractor and his or her subcontractors to use said copyrightable materials. Contractor and his or her subcontractors agree to cooperate with and assist GO-SERVE to apply for and to execute any applications and/or assignments reasonably necessary to obtain any patent, copyright, trademark, or other statutory protection for all copyrightable materials.

- 3) Contractor and his or her subcontractors shall not disclose any copyrightable materials, any of the deliverables thereof, or any portion thereof, to any other organization or person without the written consent of GO-SERVE.
- 4) Contractor and his or her subcontractors shall not use the copyrightable materials, any of the deliverables thereof, or any portion thereof, in any other work performed by this Agreement subject to any license granted without the written consent of GO-SERVE.
- 5) Contractor's obligations under this provision shall survive the expiration or termination of this Agreement.

S. Confidentiality of State Information

It is expressly understood and agreed that information Contractor receives from State in performing its obligations under this Agreement may be deemed confidential by State. Therefore, Contractor agrees to:

- 1) Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any person or entity in any manner whatsoever.
- 2) Ensure that Contractor's employees, agents, representatives, and independent Contractors are informed of the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
- 3) Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Agreement.
- 4) Notify State promptly and in writing of the circumstances surrounding any possession, use or knowledge of such information or any part thereof by any person other than those authorized by this paragraph.

T. Confidentiality of Data and Working Documents

1. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without express written permission of GO-SERVE's Contract Manager.
2. Permission to disclose information or documents on one occasion or at public hearings or workshops held by GO-SERVE relating to the same shall not authorize Contractor to further disclose such information or documents on any other occasion.
3. Contractor shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this Contract, or GO-SERVE's actions on the same, except to GO-SERVE staff,

Contractor's own personnel involved in the performance of this Contract, at a public hearing, or in response to questions from a legislative committee.

4. Contractor shall require each of its employees or officers who will be involved in the performance of this Contract to agree to the above terms.
5. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure of the same.

U. Evaluation of Consulting Agreements

Pursuant to Public Contract Code (PCC) Sections 10367 and 10369, the Contractor providing consultant services of \$5,000 or more shall be advised in writing that the performance will be evaluated. The evaluation shall be prepared on a Contract/Contractor Evaluation Sheet (STD. 4), within 60 days after completion of the agreement and maintained in the Agreement file. Any negative evaluations will be sent to the Department of General Services, Office of Legal Services (DGS/OLS) and a copy sent 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 GO-SERVE and DGS/OLS.

V. Incompatible Activities

1. Contractor's staff assigned to perform services shall not:
 - a. Participate in a criminal investigation or prosecution.
 - b. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with his or her assigned duties under this Agreement, including but not limited to, providing services that could be compensated by GO-SERVE.
 - c. Use information obtained performing services under the Agreement for personal gain or the advantage of another person.
 - d. Disclose any confidential information to anyone, including but not limited to: materials labeled as confidential, personal identifiable information, legal and criminal documentation.
 - e. Provide or use the name of persons or records of GO-SERVE for a mailing list, which has not been authorized by GO-SERVE.
 - f. Represent himself or herself as a GO-SERVE employee.
 - g. All confidential information obtained during the performance of this Agreement shall be held in strict confidence and shall not be provided to persons not authorized to receive the information.
 - h. It shall be the Contractor's responsibility to ensure that all staff assigned to provide services under this Agreement is made aware of and abides by these provisions as stated in this section of Exhibit D – Special Terms and Conditions. If an assigned staff is unwilling or unable to, or fails to abide by these provisions, the staff shall no longer be

assigned to perform services in this Agreement and GO-SERVE shall not reimburse Contractor for expenditures incurred, including staff salary.

W. Operating Expenses

1. The Contractor may charge expenses to various line-item allocations as part of its operating expenses, including but not limited to: rent, utilities, postage, and telephone. Such expenses are generally identified as “direct costs”.
2. The Contractor shall ensure that expenses that are classified as “direct costs” are not also included in the “indirect cost” or “overhead” categories. Indirect costs are those costs that are incurred for a common or joint purpose or a cost that is not readily assignable to a specific operating expense line-item. GO-SERVE reserves the right to deny any expenses that are deemed ineligible by the State.
3. The Contractor shall submit, upon GO-SERVE’s request, a copy of the indirect cost allocation plan demonstrating how the indirect cost rate was established. All costs included in the plan shall be supported by formal accounting records, which substantiate the propriety of such charges.
4. The Contractor shall submit requests to the Contract manager or designee via e-mail for review and prior written approval of any budget modification for line items under the operating expense category such as an increase to rent or offsetting savings from one line item to another.

X. Training-Related Reimbursement

1. Contractor shall obtain prior approval from GO-SERVE for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference and over any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall be required to acknowledge the support of GO-SERVE when publicizing the work under the Agreement in any media.
2. All such costs must be disclosed in Exhibit B-1 – Cost Worksheet, and included in the amount as stated in Exhibit B – Budget Detail and Payment Provisions. Contractor must complete and submit to the Contract Manager or designee, a Training Request Form (Attachment 1). Approval for reimbursement for the requested training is at the discretion of GO-SERVE.

Y. Travel Reimbursement

The Contractor shall obtain written authorization via email from the Contract Manager or designee at least five (5) business days prior to any in-state travel for which the Contractor intends to seek reimbursement. Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by CalHR. Current travel rates can be found at:

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

No out-of-state travel is authorized under this Agreement.

Z. Record Retention

For the purpose of determining compliance with Government Code section 8546.7, the Contractor and any Subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement and documents as stated in Exhibit B – Budget Detail and Payment Provisions. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for a minimum of three (3) years from the date the record is created. The State, the State Auditor, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

AA. Ownership of Work Product and Data

1. All work product as a result of the work performed by the Contractor under this Agreement, shall be owned by GO-SERVE and shall be considered works made for hire by the Contractor to GO-SERVE.
2. All intellectual property rights, ownership and title to all reports, documents, plans, and specifications produced as part of this Agreement will automatically be vested in GO-SERVE and no further agreement will be necessary to transfer ownership to GO-SERVE. The Contractor shall furnish GO-SERVE all necessary copies of data needed to complete the review and approval process.
3. Contractor shall comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
 - a. Encrypt all State-owned data in transit and where existing technology enables encryption at rest, stored on portable computing devices and portable electronic storage media. Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules.
 - b. Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - c. Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.

- d. Notify the Contract Manager within 24-hours of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
- e. Advise the owner of the State-owned data and the GO-SERVE Contract Manager of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- f. Contractor shall use the State-owned data only for State purposes under this Agreement.
- g. Contractor shall not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s).
- h. The Contractor's staff assigned to perform services for GO-SERVE must adhere to the following provisions. Staff shall NOT do the following when handle State-owned data:
 - Share individual login ID and password with anyone else.
 - Walk away from their computer without locking the screen (Ctrl+Alt+Delete).
 - Leave documents with Personal Identifiable Information (PII) unattended on printers or fax machines, or in cubicles, offices or conference rooms.
 - Visit untrusted websites or open any attachments or links from untrusted email.
 - Uninstall or disable anti-virus software and automatic updates.
 - Install any unauthorized or unlicensed software.
 - Plug a mobile phone, personal USB drive or other peripheral device into the network system or desktop computer.
 - Disclose any PII information to unauthorized users.
 - Send any PII via email. Staff should use encrypted email if they must send email containing PII.

BB. Economic 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.

All primary Contracts and sub-contractors, primary Grantees, and sub-awardees, agree that they have reviewed Executive Order N-6-22 and attest that they are in compliance with it prior to submitting their response to a solicitation, and prior to entering into a contractual or grant agreement.

GO-SERVE will check the [Office of Foreign Assets and Controls Sanctions List](#) to ensure entities are not listed. Any entity found not being in compliance with Executive Order N-6-22 shall have their offer automatically disqualified, or contract or grant voided.

By submitting an offer against a solicitation, the Contractor or Grantee represents that the Contractor or Grantee nor any of its sub-contractors or sub-awardees are not a target of Economic Sanctions.

Should the State determine the Contractor, sub-contractors, Grantee or sub-awardees are a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Grantee's bid/proposal any time prior to grant execution, or, if determined after grant execution, shall be grounds for termination by the State. See more at the following hyperlink to the online directory:

<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO also directs all agencies and departments that are subject to the Governor's authority to take certain steps, including directing that all state contractors and grantees with agreements valued at \$5 million or more to report to the agency/department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

If the total value of this Agreement is valued at \$5 million dollars or more, the Contractor or Grantee agrees to provide report on their compliance with these economic sanctions. This report will be submitted on the Contractor or Grantee's official letterhead and will identify the actions they have taken to ensure compliance with these sanctions, and that the Contractor or Grantee has verified that all of their sub-contractors or sub-awardees, if any, are also in compliance with these economic sanctions.

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EXHIBIT E - RESUME / CV / BIOSKETCH

See the following page(s) for the consultant's resume/CV/biosketch

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