REQUEST FOR PROPOSAL (RFP) No. CFF 7795

Federal Advocacy Services: Advancing First 5 California's Policy Agenda

NOTICE TO ALL PROSPECTIVE PROPOSERS
Date: 6/18/26

First 5 California (F5CA) invites submissions from qualified organizations to provide **federal advocacy services** that support F5CA's mission of advancing the healthy development and well-being of children prenatal to age five and their families across California. The selected contractor will serve as a strategic partner to F5CA by providing federal legislative and budget monitoring, policy analysis, relationship-building with California's congressional delegation and relevant federal agencies, development of advocacy materials, and strategic counsel to support the advancement and protection of early childhood policies and investments that benefit children and families in California.

This work will help elevate California's early childhood priorities in federal legislative, budget, and administrative processes and support the advancement of priorities identified in First 5 California's Strategic Plan and First 5 California's Policy Agenda.

The maximum fiscal amount of this Agreement is **$300,000.00**. The term of this Agreement will be approximately three (3) years, with a start date upon Department of General Services (DGS) approval, anticipated to occur in **summer 2026**.

F5CA views advocacy as a collaborative effort. The selected contractor will work closely with F5CA leadership and staff, with F5CA committing internal expertise, coordination, and strategic support to advance shared advocacy goals. F5CA seeks a true partnership model grounded in regular communication, mutual planning, and joint problem-solving.

F5CA also welcomes proposals from consultants, organizations, and firms that currently support, or have experience supporting, other organizations with aligned or complementary missions. Respondents are encouraged to describe how they would leverage existing relationships, coalitions, and cross-organizational work to extend collective impact, avoid duplication, and maximize resources on behalf of children and families.

A copy of RFP No. CFF 7795 is enclosed. It contains a description of the qualifications required and directions for preparation and submittal of proposals. Proposals must be submitted and received by 10:00 a.m., Pacific Time on Thursday, June 18, 2026, at the address indicated in Section 5.D., Bid Response Delivery of the enclosed RFP.

Disabled Veteran Business Enterprise (DVBE) participation is optional for this RFP.

All dates subsequent to the final bid submission are approximate and may be adjusted by an addendum. Below is the tentative time schedule for this procurement.

KEY ACTION DATES

Event	Date	Time
RFP Available to Prospective Bidders	Thursday, June 18, 2026	8:00 AM, PT
Written Question Submittal Deadline	Friday, June 25, 2026	5:00 PM, PT
Response to Written Questions	Friday, July 1, 2026	5:00 PM, PT
Final Date for Proposal Submission	Thursday, July 9, 2026	10:00 AM, PT
Proposal Review	July 9 – July 20, 2026	N/A
Oral Presentations	Wednesday, July 22, 2026	TBD
Notice of Intent to Award	Thursday, July 23, 2026	5:00 PM, PT
Last Day to Protest Award	Thursday, July 30, 2026	5:00 PM, PT
Agreement Award Date	Friday, July 31, 2026	N/A
Agreement Commencement	Upon DGS Approval	N/A

All times listed in the Key Action Dates are Pacific Time. It is recognized that time is of the essence. All proposers are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

The RFP and any addenda will be viewable by prospective bidders and the public on Cal eProcure.

The Notice of Intent to Award shall be posted in a public place at F5CA for five (5) working days prior to awarding the Agreement.

F5CA reserves the right to cancel or modify this RFP up until the award is executed. F5CA has the discretion to waive non-material defects with any of the proposals. Additionally, F5CA is not responsible for any preparation costs incurred by parties submitting a proposal.

A copy of the State's General Terms and Conditions (GTC 02/2025) is not provided in this RFP. However, it is available on the DGS website (Standard Contract Language), and may be downloaded and printed. If you do not have Internet capabilities, you may request a hard copy of the State's Terms and Conditions by contacting the F5CA Procurement Official listed below. These terms and conditions will become a part of the contract language and are **NON-NEGOTIABLE**. In addition, all material terms and conditions in Exhibits B, C, D, E, F, and G of the Sample Standard Agreement are **NON-NEGOTIABLE.**

Procurement Official
David Huang
First 5 California, Contracts and Procurement Office
2399 Gateway Oaks Drive, Suite 120, Sacramento, CA 95833
RFP@first5.ca.gov
(916) 263-1050

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In this solicitation document, the words “bid” and “bidder” are synonymous with “proposed,” “propose,” or “proposer,” as appropriate.

Document Format
This RFP consists of six (6) sections, sixteen (16) attachments (not including the Budget attachment), and a sample Agreement.

The sections are:

<u>Section 1: Introduction</u>
This section provides information about the purpose, background, and format of the RFP.

<u>Section 2: Rules Governing Competition</u>
This section describes how the procurement will be run and provides information on laws and regulations with which the bidder must comply.

<u>Section 3: Administrative Requirements and State of California Preference Programs</u>
This section defines administrative and bidder requirements related to the bidder’s submittal of its bid.

<u>Section 4: Proposal Requirements</u>
This section defines proposal requirements related to the bidder’s submittal of its bid.

<u>Section 5: Bid Format Requirements</u>
This section provides instructions on the mandatory format with which the bid must comply.

<u>Section 6: Bid Evaluation</u>
This section explains how F5CA will evaluate the bidder’s proposal. It contains information on the areas that will be scored, how the scoring is performed for each of those areas, and how the final score is computed.

Availability
The selected bidder must be able to meet the requirements of this RFP and be fully available to begin work on the proposed contract execution date.

SECTION 1: INTRODUCTION

A. Introduction

First 5 California (F5CA) is seeking proposals from qualified organizations to provide comprehensive federal advocacy services that advance F5CA's mission of supporting the healthy development and well-being of children prenatal to age 5. This three-year advocacy contract, beginning in summer 2026, represents a total investment of $300,000.

F5CA views advocacy as a collaborative effort. The selected contractor will work closely with F5CA leadership and staff, with F5CA committing internal expertise, coordination, and strategic support to advance shared advocacy goals. F5CA seeks a true partnership model grounded in regular communication, mutual planning, and joint problem-solving.

F5CA also welcomes proposals from consultants, organizations, and firms that currently support, or have experience supporting, other organizations with aligned or complementary missions. Respondents are encouraged to describe how they would leverage existing relationships, coalitions, and cross-organizational work to extend collective impact, avoid duplication, and maximize resources on behalf of children and families.

Rooted in Proposition 10, First 5 California's statutory mandate includes making recommendations to the Governor and the Legislature on changes to state laws, regulations, and services needed to support an integrated and comprehensive early childhood development system in an effective and cost-efficient manner. Consistent with this mandate, First 5 California's Strategic Plan prioritizes advocacy for state and federal policies that strengthen learning, health, and family economic stability so that all children prenatal to age five can thrive. Advocacy is therefore a core mechanism through which First 5 California fulfills its charge, ensuring that budget decisions, legislative proposals, and state policies reflect the needs of California's youngest children and the systems that support them.

Over the last several years, F5CA has strengthened its visibility and credibility as a trusted, knowledgeable, and proactive voice on early childhood issues. Strategic advocacy partnerships have played a critical role in elevating F5CA's priorities, deepening relationships with policymakers, and ensuring that children prenatal to age 5 remain visible and supported within federal decision-making processes.

Through this Request for Proposals (RFP), F5CA seeks a partner capable of delivering high-quality advocacy, policy analysis, strategic counsel, and relationship-building with California law makers representing the state at the federal level. The selected contractor will help position F5CA as a leading authority on early childhood development and a primary point of coordination and expertise for lawmakers representing California at the federal level.

This RFP outlines the goals, required tasks, proposal criteria, and expectations that will guide the selection of a contractor for a three-year advocacy agreement.

B. Background

Proposition 10 and F5CA's Mandate

In November 1998, California voters passed Proposition 10, establishing the California Children and Families Act. The Act charges F5CA with building an integrated, comprehensive system of information and services to enhance early childhood development and ensure that every child enters school ready to learn. This mandate underscores F5CA's responsibility to work collaboratively with local, state, and federal partners to strengthen the systems that shape the earliest years of life.

F5CA's work is grounded in its North Star and Audacious Goal, which commits the organization to advancing culturally responsive, trauma-informed systems that eliminate inequities and create safe, stable, nurturing environments for all young children. Advocacy is essential to actualizing this vision. Without strong representation in the policymaking arena, programs, protections, and investments critical to child development would remain vulnerable to budget cuts, shifting political priorities, and inconsistent implementation.

The investment outlined in this RFP builds on F5CA's history of strategic advocacy and ensures that the voices and needs of California's youngest children continue to be front-and-center in legislative and budget decisions.

C. Problem Statement

California's early childhood ecosystem is deeply shaped by state and federal policies that determine access to health care, childcare, home visiting, family support, public benefits, paid leave, safety net programs, and other essential services. Yet children are prenatal to age 5, and the systems that support them, often lack consistent representation in policy conversations, especially in fast-moving legislative or budget cycles.

Without a dedicated federal advocacy partner:

- California risks losing ground on recent protections and investments in early childhood unless it remains actively engaged alongside the coalitions and partnerships that have helped secure and defend these gains. First 5 California has worked in coordination with state agencies, the First 5 Association, county commissions, and statewide partners to advance and protect early childhood investments, including home visiting programs, early care and education, child health, and family support services for children prenatal to age five. Sustained advocacy is essential to ensure these hard-won protections are not eroded through budget reductions or policy shifts that disproportionately impact young children and their families.

- Crucial programs supporting young children may become vulnerable during periods of fiscal constraint, as demonstrated by recent federal actions such as the passage of H.R. 1, which reduced funding or restricted eligibility for core safety-net programs including SNAP, Medicaid, TANF, and federally supported childcare and early learning resources. These changes threaten access to nutrition, prenatal and maternal health care, developmental screenings, and family stability for children prenatal to age five.
- Opportunities to influence federal policy affecting California's children could be missed entirely
- Policymakers representing California at the federal level may not receive timely, accurate insights rooted in the realities of communities in our state

At the federal level, the lack of coordinated early childhood representation for California leaves children prenatal to age five, including pregnant people and new parents, without a clear and consistent voice in Washington, D.C. This absence is particularly consequential because federal decisions directly influence the funding, eligibility, and design of important efforts, such as maternal health, home visiting, early learning, nutrition, and health care programs relied upon by millions of Californians, including more than two million children prenatal to age five statewide.

This RFP addresses these challenges by securing high-quality advocacy representation capable of operating in the federal arena to strengthen systems supporting early childhood development in the state.

D. Scope of Work

The Contractor selected through this RFP will serve as F5CA's strategic partner for all federal advocacy activities. The following section outlines the detailed scope of work for Federal Advocacy Services, including goals, tasks, deliverables, and expectations.

This work will include engaging with California's congressional delegation, congressional staff, federal agencies, and relevant administrative bodies, tracking and analyzing federal legislative, budget, and regulatory developments affecting young children and their families, developing policy analyses and advocacy materials, and providing strategic guidance to support the advancement of priorities identified in First 5 California's Strategic Plan and First 5 California's Policy Agenda.

All analyses, reports, policy materials, communications, and other work products created by the Contractor and any subcontractors under this RFP will become the property of First 5 California during and after the duration of the agreement.

The scope of work in this RFP outlines required tasks, deliverables, timelines, roles and responsibilities, and applicable standards.

In summary, the services to be provided under this RFP include:

- Direct Federal Advocacy and Policy Engagement

  Engagement with Members of Congress, U.S. Senators, congressional committees, the White House, federal agencies, and policy staff to communicate First 5 California's priorities and advance early childhood policy objectives.

- Federal Legislative and Budget Monitoring and Analysis

  Tracking federal legislation, appropriations, budget proposals, hearings, and administrative or regulatory actions that impact children prenatal to age five and their families, and providing policy analysis to inform First 5 California's advocacy strategy.

- Policy Development and Advocacy Materials

  Preparing federal policy briefs, legislative analyses, position letters, testimony materials, talking points, and briefing documents to support engagement with federal policymakers.

- Reporting and Strategic Counsel

  Providing regular written reports on federal legislative and policy developments and offering strategic guidance to First 5 California leadership regarding emerging opportunities, risks, and advocacy strategies.

Reference Exhibit A, Scope of Work, in the Sample Agreement included as part of this RFP for a detailed description of the services and work to be performed as a result of any Agreement awarded based on this RFP. Bidders will be required to perform the tasks detailed in Exhibit A, Scope of Work.

Any inconsistency or conflict between the terms and conditions in the final Agreement and the proposed terms and conditions appearing in this RFP will be resolved by giving precedence to the final Agreement. In addition, all material terms and conditions in Exhibits B, C, D, E, F, and G of the Sample Agreement are NON-NEGOTIABLE.

E. Agreement Term

The anticipated term of this Agreement will be approximately three (3) years with a start date of Upon Approval by the DGS.

The Agreement shall be of no force or effect until it is signed by both parties and approved by the DGS. The successful bidder is hereby advised not to commence performance until all approvals have been obtained. If performance commences before all approvals are obtained, these services shall be considered to have been volunteered.

F. Scope of this RFP and Bidder Admonishment

This RFP contains the instructions governing the requirements for a bidder's eligibility, administrative and bidder response content, bid submission format, and method for evaluating bids. Bidders must submit a complete and timely bid for the bid to be considered responsive by F5CA.

To minimize the risk of submitting a non-compliant bid, the bidder should do all of the following:

- Carefully read the entire RFP.
- Ask appropriate questions in a timely manner, if clarification is necessary.
- Submit all required responses by the required dates and times.
- Make sure all procedures and requirements of the RFP are accurately followed and appropriately addressed.

SECTION 2: RULES GOVERNING COMPETITION

A. Identification and Classification of RFP Requirements

F5CA has established certain requirements with respect to bids submitted by prospective contractors. The use of “shall” in the RFP denotes a mandatory requirement that cannot be waived by the State unless the deviation is immaterial. A deviation from a requirement is material if the response is not in substantial accord with the RFP requirements, provides an advantage to one bidder over other bidders, or has a potentially significant effect on the delivery, quantity, or quality of items bid, amount paid to the bidder, or on the cost to the state. Material deviations cannot be waived.

B. Bidding Requirements and Conditions

1. General

This RFP, the evaluation of responses, and the Agreement award shall be made in conformance with current competitive bidding procedures as they relate to the procurement of goods and services by public bodies in the state of California. A bidder's final bid is an irrevocable offer for 180 calendar days following the scheduled date of award specified in the Key Action Dates table found in the RFP Notice. A bidder may extend the offer in the event of a delay in Agreement award.

2. Americans with Disabilities Act Compliance

To meet and ensure compliance with the nondiscrimination requirements of Title II of the Americans with Disabilities Act (ADA), the state makes every effort to ensure its programs, activities, employment opportunities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing reasonable accommodation to participate in this procurement process, or for persons having questions regarding reasonable accommodation for any part of the procurement process, contact the Procurement Official identified on the RFP Notice. To ensure the bidder's accommodation can be met, the Procurement Official shall receive the bidder's request at least ten (10) business days before a scheduled event or deadline date.

If needed, the California Relay Service may be accessed at the telephone numbers below:

- Voice: (800) 735-2922
- TTY: (800) 735-2929

3. RFP Documents

In addition to an explanation of the state's needs that must be met, this RFP includes instructions that prescribe the format and content of bids to be submitted and the model of the agreement to be executed between F5CA and the successful bidder.

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the bidder shall immediately notify F5CA of such error in writing and request clarification or modification of the document. Modifications will be made by addenda issued pursuant to Section 2.B.7., Addenda. Such clarifications shall be given by written notice to all parties that have been furnished an RFP for bidding purposes, without divulging the source of the request. Insofar as practicable, F5CA will give such notices to other interested parties, but F5CA shall not be responsible for notifying other such parties.

If the RFP contains an error known to the bidder, or an error that reasonably should have been known, the bidder shall bid at its own risk. If the bidder fails to notify F5CA of the error prior to the bid submission date and is awarded the Agreement, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

4. Examination of the Work

The bidder should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP or otherwise available to the bidder and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work. Specific conditions to be examined are listed in SECTION 3,

ADMINISTRATIVE REQUIREMENTS AND STATE OF CALIFORNIA PREFERENCE PROGRAMS, and in the sample Agreement.

5. Questions Regarding the RFP

Bidders requiring clarification on the intent or content of this RFP, or on procedural matters regarding the competitive bid process, must request clarification by submitting questions in an e-mail with the subject line, "Questions Relating to RFP No. CFF 7795" to RFP@First5.ca.gov. To ensure a response, questions must be received in writing by the scheduled date given in the Key Action Dates table located in the RFP Notice. Questions related to the content or process of this RFP that are submitted after the scheduled Key Action Date will not receive a response. F5CA will publish the questions as submitted, including any background information provided with the question; however, at its discretion, F5CA may paraphrase the question and background content for clarity.

Questions and answers will be posted on Cal eProcure at https://caleprocure.ca.gov/pages/index.aspx as an addendum to this RFP.

Bidders should include in the submission question the following information:

- Firm name, firm contact name, mailing address, telephone number with area code, and e-mail address of contact name
- A description of the subject or issue in question or discrepancy found
- RFP section, page number, or other information useful in identifying the specific problem or issue in question
- Remedy sought, if any

6. Request to Change the Requirements of the RFP and Agreement Terms

If the bidder believes one or more of the RFP requirements and/or Agreement terms is onerous, unfair, or imposes unnecessary constraints on the bidder in proposing less costly or alternate solutions, the bidder may request a change to the RFP or Agreement by submitting, in writing, the recommended change(s) and the facts substantiating this belief and reasons for making the recommended change. All requests for changes must be submitted to the Procurement Official no later than five (5) business days before the deadline for submitting bids. Oral answers shall not be binding on the state. Bidders are advised the state does not intend to negotiate requirements or contract terms and conditions after submission of the final bid, except in extraordinary situations.

7. Addenda

F5CA may modify the RFP prior to date fixed for contract award by issuance of an addendum posted to Cal eProcure. All addenda to the RFP will be viewable by the public on Cal eProcure at https://caleprocure.ca.gov/pages/index.aspx. Addenda will be numbered consecutively. If any bidder determines an addendum unnecessarily restricts its ability to bid, the bidder is allowed five (5) business days after posting of said addendum, to submit a protest to the addendum according to the instructions contained in Section 2.B.6., Request to Change the Requirements of the RFP and Agreement Terms.

8. Generative Artificial Intelligence

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

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

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

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

Government Code 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

C. Bidding Steps

1. Preparation of Bid Response

Exhibit 1, Competitive Bidding and Bid Responsiveness, located at the end of SECTION 6, BID EVALUATION, emphasizes the requirements of competitive bidding and contains examples of common causes for rejection of bids. Bidders are encouraged to review this Exhibit.

Bids are to be prepared in such a way as to provide a straightforward, concise delineation of the bidder's compliance with the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content. Before submitting each document, the bidder should carefully review the bid for errors and adherence to the RFP requirements.

2. Completion of Bid Response

Bids must be complete in all respects and submitted in the required format as set forth in SECTION 5, BID FORMAT REQUIREMENTS. A bid will be rejected if it is conditional or incomplete, or if it contains any alterations in form or other irregularities of any kind. A bid will be rejected if any such defect or irregularity constitutes a material deviation from the RFP requirements. The bid must contain all required elements of the response.

a. Bidder's Cost

Costs for developing bids are entirely the responsibility of the bidder and shall not be chargeable to the state.

b. False or Misleading Statements

Bids that contain false or misleading statements or provide references that do not support an attribute or condition claimed by the bidder may be rejected. If in the opinion of the state such information was intended to mislead the state in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the bid.

c. Signature Authorizing Bid Submission

A cover letter is required, which shall be an integral part of the bid submission. The cover letter must be signed by an individual authorized to contractually bind the bidding firm. The signature must indicate the title or position the individual holds in the firm. **An unsigned bid will be rejected.**

d. Delivery of Bid Response

The bid must be received by F5CA in the format stated in SECTION 5, BID FORMAT REQUIREMENTS, no later than the date and time specified in the Key Action Dates table of the RFP Notice.

Bids must be emailed to RFP@First5.ca.gov. Bids submitted to any other email address will not be accepted.

It is the responsibility of the bidder to make sure the bid is received by F5CA within the specified time frame. F5CA assumes no responsibility for untimely delivery.

e. Withdrawal and Resubmission/Modification of Bids

A bidder may withdraw its final bid at any time prior to the bid submission date and time specified in the Key Action Dates table of the RFP Notice by submitting a written notification of withdrawal signed by the bidder authorized in accordance with Section 2.C.2.c, Signature Authorizing Bid Submission. The bidder may thereafter submit a new or modified bid prior to the bid submission deadline. Modification offered in any other manner, oral or written, will not be considered. Bids cannot be changed or withdrawn after the time designated for receipt, except as provided in this section.

f. Clarification of Bid Response

During the evaluation of the bid response, the F5CA Bid Evaluation Team (Evaluation Team) may ask the bidder to clarify its submitted information but will not allow the bidder to change its bid.

g. Confidentiality

Final bids are public upon opening; however, the contents of all bids, correspondence, agenda, memoranda, or any other medium which discloses any aspect of a bidder's bid will be held in confidence until the Notice of Intent to Award has been issued. Bidders should be aware that marking a document "confidential" or "proprietary" may exclude it from consideration for award. However, if accepted for evaluation by the state, such marking in a final bid will not keep the document, after the Notice of Intent to Award, from being released as part of the public record, unless the bidder, at its sole expense, obtains a court order prohibiting the disclosure of the requested materials.

h. Rejection of Bids

F5CA may reject any or all bids and may waive any immaterial deviation or defect in a bid. F5CA's waiver of any immaterial deviation or defect shall in no way modify the RFP documents or excuse the bidder from full compliance with the RFP specifications if awarded the Agreement.

D. Evaluation and Selection Process

1. General

Final bids will be evaluated according to the procedures contained in SECTION 6, BID EVALUATION.

<u>Definition of a Responsive Bidder</u>

A Responsive Bidder submits specified requirements and criteria outlined in this solicitation. A Responsive Bidder submits a proposal that *fully* complies with the instructions, format guidelines, and conditions specified in this RFP. This includes providing all necessary information, documentation, and certifications as requested, demonstrating the firm's understanding and commitment to the RFP's requirements.

Definition of a Nonresponsive Bidder

A bidder whose submission fails to meet one or more of the specified requirements or criteria outlined in this RFP is deemed a Nonresponsive Bidder. A Nonresponsive Bidder may have failed to provide to provide required information, documentation, and certifications, follow the specified format, or address elements outlined in this RFP. This may include noncompliance with instructions provided in the RFP, which may result in their proposal deemed Nonresponsive or ineligible for further consideration.

2. Evaluation Questions

During the evaluation and selection process, F5CA may require the bidder to answer specific questions and provide clarification.

3. Errors in the Bid

An error in the bid may cause the rejection of the bid; however, F5CA may, at its sole discretion, retain the bid and make certain immaterial corrections. In determining if an immaterial correction will be made, F5CA will consider the conformance of the bid to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. At its sole discretion, F5CA may correct:

- Obvious clerical errors
- Discrepancy and arithmetic errors. The Master Copy shall have priority over additional copies
- Errors of omission: If a service or item is described in the narrative and omitted from the cost data provided in the bid for evaluation purposes, it will be interpreted to mean that the service of item will be provided by the bidder at no cost.
    1. If a service or item is not mentioned at all in the bid, the bid will be interpreted to mean that the bidder does not intend to supply that service or item.
    2. If a **required** service or item is omitted, and the omission is not discovered until after contract award, the bidder shall be required to supply that service or item at no cost. It is essential bidders carefully review the cost elements in their bid.

4. Award of Agreement

Award of Agreement, if made, will be in accordance with SECTION 6, BID EVALUATION, to a responsible bidder whose final bid complies with all the requirements of the RFP documents and any addenda thereto, except for such immaterial defects as may be waived by F5CA. F5CA reserves the right to modify or cancel, in whole or in part, the RFP prior to contract award.

5. Debriefing

A debriefing may be held after contract award, at the sole discretion of F5CA, and upon the request of any bidder, for the purpose of receiving specific information concerning the evaluation. The discussion will be primarily based on the technical and cost evaluations of the bidder's final bid. A debriefing is not the forum to challenge the RFP specifications or requirements.

E. Other Information

1. Award Protest

Before a protest is submitted, the bidder must make full and timely use of the procedures described in this section to resolve any outstanding issue(s) between the bidder and F5CA.

An award protest is where a bidder has submitted a final bid it believes to be totally responsive to the requirements of the RFP and to be the bid that should have been selected according to the evaluation procedure in Section 6, Bid Evaluation. Upon that occurrence, if the bidder believes F5CA has incorrectly selected another bidder for award, the bidder may submit an award protest as described below. Protests regarding selection of the “successful bidder” will be heard and resolved by DGS, whose decision will be final.

If any bidder, prior to award of the Agreement, files a protest with DGS and F5CA on the grounds that the protesting bidder would have been awarded the contract had F5CA correctly applied the evaluation standard in the RFP, or if F5CA followed the evaluation and scoring methods in the RFP, the Agreement shall not be awarded until either the protest has been withdrawn or DGS has decided the matter. It is suggested that a protesting bidder submit any protest by certified or registered mail unless delivered in person, in which case the protesting bidder should obtain a receipt of delivery.

Within five (5) days after filing the initial protest, the protesting bidder shall file a detailed statement specifying the grounds for the protest with DGS and F5CA.

The detailed statement must be made in writing, signed by an individual who has contractual authority to bind the company, contain a statement of the reason(s) for protest, and cite the law, rule, regulation, and/or procedures on which the protest is based. The protesting bidder must provide facts and evidence to support the claim. Protests must include the RFP number and be mailed, hand-delivered or emails to both of the following:

Department of General Services
Office of Legal Services
Attention: Bid Protest Coordinator
707 Third Street, Suite 7-330
West Sacramento, CA 95605
Email: olsprotest@dgs.ca.gov

AND

First 5 California
Contracts and Procurement Office
2399 Gateway Oaks Drive, Suite 120
Sacramento, CA 95833
Email: RFP@First5.ca.gov

2. News Releases

Any publications or news releases relating to an Agreement resulting from this RFP shall not be made without prior written approval from the Procurement Official listed on the RFP Notice.

3. Inspecting or Obtaining Copies of Bids

a. Who can inspect or copy bid materials

Any person or member of the public can inspect or obtain copies of bid materials.

b. What can be inspected/copied and when

On or after F5CA releases the Notice of Intent to Award, all bids and evaluation sheets become public records. These records shall be available for review, inspection, and copying during normal business hours by appointment only.

c. Inspecting or obtaining copies of bid materials

Persons wishing to inspect any bid materials must identify the items to be inspected and must make an appointment by contacting F5CA at (916) 263-1050. Original bid materials will not be released from F5CA premises.

Persons wishing to obtain copies of bid materials must submit a written request to F5CA. The requestor must identify the items to be copied.

Submit copy requests as follows:

Request for Copies of RFP No. CFF 7795 Materials
First 5 California
2399 Gateway Oaks Drive, Suite 120
Sacramento, CA 95833
Email: RFP@First5.ca.gov

Copying costs, when applicable, are charged at a rate of **ten cents** per page. F5CA will provide the requestor an invoice for copied bid materials upon identification of the items to be copied and the preferred mailing method. Unless waived by F5CA, a check covering copying and mailing costs must be received prior to fulfillment of the request.

F5CA will fulfill all copy requests as promptly as possible.

4. Disposition of Bids

All materials submitted in response to this RFP will become the property of the state and will be returned only at the state's option and at the bidder's expense. At a minimum, the master copy shall be retained for official files and will become a public record after the Notice of Intent to Award as specified in the Key Action Dates table of the RFP Notice.

SECTION 3: ADMINISTRATIVE REQUIREMENTS AND STATE OF CALIFORNIA PREFERENCE PROGRAMS

This section of the RFP presents all administrative requirements a bidder must include in its bid response. The administrative requirements include requirements for complying with State of California laws and regulations and state preference programs.

This section is divided into the following parts:

- Administrative Requirements
  - Mandatory Response Areas
  - Required Forms
- State of California Preference Programs
  - Target Area Contract Preference Act (TACPA)
  - Disabled Veteran Business Enterprise (DVBE) Program
  - Small Business (SB) Preference

- Commercially Useful Function (CUF)

A. Administrative Requirements

1. Mandatory Response Areas

The following are the mandatory response areas:

- The bidder shall follow the actions and deadlines as specified in the Key Action Dates table of the RFP Notice.
- The bidder shall commit to fulfill all requirements in SECTION 3, ADMINISTRATIVE REQUIREMENTS AND STATE OF CALIFORNIA PREFERENCE PROGRAMS, and Exhibit A, Scope of Work of this RFP.
- The bidder shall follow the format instructions as specified in SECTION 5, BID FORMAT REQUIREMENTS, of this RFP.

2. Required Forms

The requirements below present required forms the bidder must complete and include with its bid response. In addition to the required forms, a responsive bid shall include all attachments and components as listed on Attachment 1, Required Bid Submission Checklist.

- Signed Cover Letter
- Required Bid Submission Checklist (Attachment 1)
- Bid/Bidder Certification Sheet (Attachment 2)
- STD 204 - Payee Data Record (Attachment 3)
- STD 205 - Payee Data Record Supplement (Attachment 3), if applicable
- Contractor Certification Clauses (CCC 04/2017) (Attachment 4)
- Guaranty Requirements (Attachment 5)
- Conflict of Interest Compliance Certificate (Attachment 6)
- Darfur Contracting Act Certification (Attachment 7)
- Bidder Declaration (Attachment 8)

  When completing the GSPD-05-105 Form, bidders must identify all subcontractors proposed for participation in the Agreement. The Bidder awarded the Agreement is contractually obligated to use the subcontractors for the corresponding work identified unless F5CA agrees to a substitution, and it is incorporated into the Agreement by amendment.

- TACPA Preference Claim Form (Attachment 9)
- DVBE Participation Incentive Claim Form (Attachment 10)
- Disabled Veteran Business Enterprise Declarations (STD. 843) (Attachment 11)
- Small Business Preference Claim Form (Attachment 12)
- California Civil Rights Laws Attachment (Attachment 13)
- Iran Contracting Act Verification Form (Attachment 14)
- Commercially Useful Function (CUF) Certification (Attachment 15)
- Vendor History Questionnaire (Attachment 16)

B. State of California Preference Programs

This section presents information on the following state preference programs:

- Target Area Contract Preference Act (TACPA)
- Disabled Veteran Business Enterprise (DVBE) Program
- Small Business (SB) Preference

1. TACPA

Bidders are not required to apply for the TACPA preference. Denial of the TACPA preference request is not a basis for rejection of the bid.

The TACPA program was established in 1983 to stimulate economic growth and employment opportunities in designated distressed areas throughout the state of California. The Procurement Division (PD), Dispute Resolution Unit (DRU) within DGS oversees the TACPA preference program and evaluates all TACPA applications.

The TACPA preference will be granted to California-based firms, in accordance with Government Code (GC) sections 4530, et seq., whenever contracts for goods or services are in excess of $100,000.00 and the bidder meets certain requirements as defined in the California Code of Regulations (Title 2, California Code of Regulations (CCR), sections 1896.30 et seq.) regarding labor needed to provide the goods being procured. Information on this preference program can be found at Target Area Contract Preference Act on the DGS website.

To qualify for a TACPA preference, the firm must be located directly in a California eligible distressed area(s), located directly adjoining/adjacent, or contiguous to a valid TACPA Census Tract & Block Group boundary (GC 4532).

In evaluating proposals for contracts for services, the state shall award 5% preference submitted by California-based companies who demonstrate and certify under penalty of perjury that not less than ninety percent (90%) of the total labor hours required to perform the contract shall be accomplished at an identified worksite(s) located in, adjacent, or contiguous to a distressed area (GC 4534).

Bidders may also apply for an additional workforce preference of one percent (1%) to four percent (4%) if the bidder certifies under penalty of perjury to hire persons with high risk of unemployment equal to five percent (5%) to twenty percent (20%) of its workforce during the period of the contract performance (GC 4533.1).

A bidder desiring to claim this workforce preference must complete and submit forms STD 830 and DGS/PD 526 with its bid.

Contracts awarded with applied preferences will be monitored throughout the life of the Agreement for compliance with statutory, regulatory, and contractual requirements. The state will take appropriate corrective action to apply sanctions, as necessary, to enforce performance programs.

A bidder's questions regarding this preference should be directed to:

Procurement Division - Dispute Resolution Unit
P.O. Box 989052
West Sacramento, CA 95798-9052
Fax: (916) 376-6226
Email: TACPA@dgs.ca.gov

To meet this requirement, the bidder must include the following:

- **TACPA Preference Claim Form (Attachment 9)**

  AND, if claiming the preference

- **STD 830**

  AND

- **DGS/PD 526**

2. DVBE Program

For this procurement, DVBE participation is optional.

The DVBE participation program was established to acknowledge disabled veterans for their service and to further DVBE participation in state contracting, promote competition, and encourage greater economic opportunity.

General information about the DVBE program is available at the DGS Procurement Division (PD) website at https://www.dgs.ca.gov/PD.

General questions about the State's DVBE programs may be directed to the DGS PD's Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) at (916) 375-4940.

A completed Form DGS PD 843 must be submitted for each DVBE identified on the Bidder Declaration, GSPD-05-105 (Attachment 8). Each disabled veteran business owner and disabled veteran business manager of the DVBE(s) must sign the form(s). The completed form(s) must be included with the bid.

Bidders may use the forms provided on the following websites:

- Bidder Declaration form, GSPD-05-105 (Revised 08/09)
  https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf

- Disabled Veteran Business Enterprise Declarations (DGS PD 843) (Revised 09/2019)
  https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf

To obtain information, a form(s), and instructions for completing the form(s), visit SB_DVBE Best Practices for State Departments (ca.gov).

Consistent with state policy, all subcontracts must be received and approved by F5CA for any subcontractor performing work through this procurement prior to the expenditure of funds.

If a DVBE subcontractor is used in any agreement awarded under this RFP, the Contractor must, within sixty (60) days of receiving final payment under the Agreement, certify in a report to the awarding agency all the following:

1. The total amount the prime contractor ("Contractor") received under the Agreement.

2. The name and address of the DVBE(s) that participated in the performance of the Agreement.

3. The amount and percentage of work the prime contractor committed to provide each DVBE under the contractor and the amount each DVBE received from the prime contractor.

4. That all payments under the Agreement have been made to the DVBE(s).

An explanation of the DVBE requirements can be found at Office of Small Business and Disabled Veteran Business Enterprise Services.

At the State's option prior to award, bidders may be required to submit additional written clarifying information.

To meet this requirement, the bidder must do the following:

- **Complete the DVBE Participation Incentive Claim Form (Attachment 10)**

  AND, if claiming the DVBE incentive

- **Complete the DVBE Declarations form (DGS PD 843) (Attachment 11) and attach a copy of the certification from the OSDS for each participating DVBE**

Bidders who claim DVBE participation but are later found to violate the DVBE program requirements shall be subject to significant sanctions. Information regarding violations is available at SB/DVBE Program Violations and Sanctions.

a. DVBE Participation Incentive Program

In accordance with Military and Veterans Code (M&VC) section 999.5(a), an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the state shall apply an incentive to bids that propose California-certified DVBE participation as identified on the Bidder Declaration, GSPD-05-105, and as confirmed by the state. The incentive amount for awards is based on highest score.

The DVBE participation incentive percentage will be applied to the total points awarded. The incentive value will not exceed five percent (5%) of the total possible points for this solicitation.

The following DVBE participation incentive percentages will apply for awards based on highest score:

DVBE PARTICIPATION INCENTIVE POINT SCALE

Confirmed DVBE Participation	DVBE Participation Incentive	DVBE Incentive Calculation Example (Based on 400 Total Possible Points)
5.00% or greater	5%	20 points (5% of 400 Points)
4.00% to 4.99%	4%	16 points (4% of 400 Points)
3.00% to 3.99%	3%	12 points (3% of 400 Points)
2.00% to 2.99%	2%	8 points (2% of 400 Points)
1.00% to 1.99%	1%	4 points (1% of 400 Points)

Under Title 2, CCR section 1896.99.100, the California DVBE incentive provides responsive and responsible firms the opportunity to receive additional incentive calculations. The incentive is applied at the time of solicitation evaluation when a proposing firm selects a California-certified DVBE subcontractor to provide services or commodities in support of the overall contract effort. Application of the DVBE incentive *may* place the proposing firm in line for contract award.

The following are key elements of the DVBE participation incentive program:

1. The DVBE participation incentive is applied during the evaluation process and is *only* applied to responsive proposals from responsible firms proposing the percentage of DVBE participation for the incentive specified in the solicitation. The DVBE participation incentive will only be applied to bids that have successfully completed Stage 4 of the bid evaluation process outlined in SECTION 6, BID EVALUATION.

2. The DVBE participation incentive is calculated by multiplying the solicitation's Maximum Possible Unadjusted Total Score by the level of DVBE participation (%) identified by the responding firm. This amount is then added to the firm's combined subtotal points. Computation is for evaluation purposes only and cannot be used to achieve any applicable minimum point requirements. (Title 2, CCR section 1896.99.100(d))

3. Services or commodities provided by the DVBE firm must meet the definition of a "Commercially Useful Function" (CUF) as defined under M&VC section 999(i). A DVBE firm not meeting CUF regulations will render the responding firm ineligible for the DVBE participation incentive application. See page 22 for further information on CUF.

3. SB Preference

Government Code sections 14835 et seq., require a five percent (5%) preference be given to prime bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of goods and services, are contained in Title 2, CCR, sections 1896, and et seq. A copy of the regulations is available upon request from the OSDS.

To claim the small business preference, the firm must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the OSDS by 5:00 p.m. Pacific Standard Time on the date the final bid is due, and be verified by such office. Questions regarding the preference approval process should be directed to the OSDS at (916) 375-4940.

To meet this requirement, the bidder must do the following:

- **Complete the SB Preference Claim Form (Attachment 12)**

AND

- **If claiming the SB Preference, attach a copy of the certification from the OSDS for each participating SB**

The small business preference is applied during the evaluation of the bid response and shall be computed as follows: if a non-small business has submitted the bid that has received the highest points evaluation, a preference equal to five percent (5%) of that point total shall be computed and shall constitute the small business preference amount. The preference amount shall be added to the point totals of all responsive certified small business bidders.

a. Small Business Preference for Non-Small Businesses

A five percent (5%) bid preference is available to a non-small business committed to using at least twenty-five percent (25%) California-certified small business subcontractor participation. Completed certification applications and required support documents must be submitted to the OSDS no later than 5:00 p.m. Pacific Standard Time (P.S.T.) on the bid submission due date.

The small business regulations, found in Title 2, CCR, sections 1896, et seq., concerning the application and calculation of the small business preference, small business certification, responsibilities of small businesses, department certification, and appeals can be viewed at Office of Small Business and Disabled Veteran Business Enterprise Services.

4. Commercially Useful Function (CUF)

Any California certified Small Business, Microbusiness, or DVBE suppliers doing business with the state must perform a CUF.

CUF requirements for Agreement award consideration:

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

A contractor, subcontractor, or supplier will not be considered to perform a CUF if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in the transaction, contract, or project through which funds are passed to obtain the appearance of small business or microbusiness participation. A bidder must provide proof this statement does not pertain to the subcontractor's potential involvement in this procurement.

To meet this requirement, the bidder must do the following:

- **Submit a completed Commercially Useful Function (CUF) Certification (Attachment 15) for each SB, MB, and DVBE**

At the State's option prior to award, bidders may be required to submit additional written clarifying information.

SECTION 4: PROPOSAL REQUIREMENTS

This section of the RFP presents all components a bidder must include as part of its proposal. To thoroughly demonstrate an ability to carry out the full Scope of Work for the Federal advocacy efforts, the successful proposer must provide all requested information. Proposals that do not include all required elements shall be deemed nonresponsive.

Evaluators will not review or evaluate excess pages or materials beyond the stated page limits. Pages will be counted in the order placed in the bid for limit compliance.

The Proposal shall be organized into the following sections:

A. Cover Letter

B. Minimum Qualifications

C. Chapter 1: Technical Proposal

    Section 1: Understanding of the First 5 California Policy Agenda and Strategic Priorities

    Section 2: Organizational Structure and Staffing

    Section 3: Proposed Approach

    Section 4: Work Plan and Timeline

D. Chapter 2: Cost Proposal

E. Oral Presentation (Finalists Only)

A. Cover Letter

Page Limit: One (1) page

The Cover Letter must:

1. Introduce the proposer and summarize their qualifications and readiness to serve as the statewide implementation and administrative partner for the federal advocacy efforts.
2. Describe the proposer's understanding of the initiative's goals, population served, and statewide scope.
3. Be submitted on the proposer's official letterhead.
4. Be signed by an individual authorized to contractually bind the organization, with title clearly indicated.

B. Minimum Qualifications

Page Limit: Four (4) pages, excluding Reference Letter and Required Attachments.

The proposer must demonstrate that it meets the following minimum qualifications. Failure to meet these requirements by the proposal due date shall be grounds for F5CA to deem a proposer nonresponsive.

1. Organizational Capacity and Personnel

The proposer must:

- Demonstrate experience managing large-scale, multi-year, multi-partner initiatives.
- Identify a Project Director/Principal with authority to bind the organization and ultimate responsibility for performance.
- Identify key personnel responsible for:
  - Federal advocacy and legislative engagement
  - Legislative and budget monitoring and analysis
  - Policy development and advocacy materials
  - Program management and administration

2. Experience

The proposer must demonstrate:

- At least four (4) years of experience administering statewide or large regional initiatives involving vulnerable populations.
- Experience working with immigrant, refugee, asylum-seeking, or mixed-status communities.
- Experience coordinating subject matter experts (e.g., legal, policy, early childhood).

- Experience administering grants or subcontracts, including monitoring and compliance.

3. Reference Letter

- The bidder shall submit one (1) reference letter of no more than two (2) pages prepared on the client's letterhead and signed by the bidder's client.
- The reference letter shall describe work comparable to that found in the Scope of Work (scale, complexity, funding).
- The reference letter shall include the name of the firm or government agency, the contact person, their address, their e-mail address, and their contact telephone.

F5CA reserves the right to contact the submitted client reference prior to the award of the Agreement.

Required attachments:

- Certificate of good standing from the California Secretary of State to conduct business in California.
- Proof of an operational, physical office in California from which the key personnel work. Provide proof of physical address.
- Disclosure statement citing any potential or existing conflict of interest(s) with the F5CA.
- Disclosure statement citing that the firm is not under litigation or pending litigation. The statement must be on the firm's letterhead and signed by an authorized staff member who is able to bind the firm to a contract.

C. Chapter 1: Technical Proposal

Page Limit: Refer to section for page limit

Each Technical Proposal shall contain, at a minimum, all required items listed below. Each requirement's location must be listed in a Technical Proposal, Table of Contents.

Section 1. Understanding of the First 5 California Policy Agenda and Strategic Priorities
Page Limit: Three (3) pages

The proposer must demonstrate a clear understanding of First 5 California's Policy Agenda and Strategic Plan, including the policy priorities and systems that support the healthy development and well-being of children prenatal to age five and their families.

The response should demonstrate an understanding of the state policy landscape, including legislative and budget processes affecting early childhood programs and services in California.

The proposer should also describe their understanding of the role of federal advocacy in advancing early childhood policy priorities, protecting investments that support young children and families, and elevating early childhood issues in legislative and budget decision-making.

Section 2. Organizational Structure and Staffing
Page Limit: Two (2) pages, excluding resumes

Proposal shall include:

- Organizational Chart: Provide a current organizational chart of all personnel proposed. The organizational chart must depict lines of authority of all staff, key personnel, and subcontractors proposed for the scope of work.
- Roles and Responsibilities: Describe the roles and responsibilities of key staff and subcontractors.
- Resumes: Include resumes for each staff member (2 pages maximum per individual).

Section 3. Proposed Approach
Page Limit: Seven (7) pages

Describe the approach to fulfilling the Scope of Work for Federal Advocacy Services, including the strategies and methods that will be used to support First 5 California's advocacy priorities.

The response shall include, at a minimum:

- Federal Advocacy and Legislative Engagement
  Describe the proposer's approach to engaging with the Governor's Office, the California Legislature, legislative committees, state agencies, and policy staff to advance First 5 California's policy priorities.

- Legislative and Budget Monitoring
  Describe how the proposer will monitor and analyze state legislation, budget proposals, hearings, and administrative actions affecting children prenatal to age five and their families.

- Policy Analysis and Advocacy Materials
  Describe how the proposer will develop policy briefs, legislative analyses, position letters, testimony materials, talking points, and briefing documents to support First 5 California's engagement with policymakers.

- Strategic Counsel and Reporting
  Describe how the proposer will provide regular reporting and strategic guidance to First 5 California leadership regarding emerging legislative

developments, policy opportunities, and potential risks affecting early childhood priorities.

- Collaboration with First 5 California
  Describe how the proposer will collaborate with First 5 California leadership and staff to ensure alignment with the organization's Strategic Plan and Policy Agenda, and how communication and coordination will be maintained throughout the term of the Agreement.

Section 4. Work Plan and Timeline (Work Plan)
Page Limit: Three (3) pages

The purpose of the proposed Work Plan is to provide First 5 California (F5CA) with an opportunity to evaluate how the proposer intends to organize, sequence, and manage the delivery of federal advocacy services throughout the life of the Agreement.

The Work Plan should describe how the proposer will structure activities related to legislative engagement, policy monitoring, policy analysis, reporting, and development of advocacy materials to support First 5 California's advocacy priorities affecting children prenatal to age five and their families.

The Work Plan should outline how the proposer intends to:

- Monitor and analyze state legislation, budget proposals, committee hearings, and administrative actions
- Engage with the Governor's Office, the California Legislature, legislative committees, state agencies, and key policy staff
- Develop and deliver policy analyses, legislative updates, advocacy materials, and briefing documents
- Provide regular reporting and strategic guidance to First 5 California leadership regarding emerging policy developments
- Coordinate activities among proposed staff and any subcontractors to ensure effective delivery of services

The Work Plan should also describe how work will be distributed across the duration of the Agreement, including anticipated phases of activity aligned with legislative and budget cycles, and how personnel and resources will be allocated to ensure effective and timely completion of tasks.

First 5 California recognizes that no final Work Plan can be developed until after the successful proposer has consulted extensively with F5CA. Accordingly, the proposed Work Plan should be considered preliminary in nature, and will be refined in collaboration with F5CA following contract award. The Work Plan will remain subject to ongoing adjustments throughout the term of the Agreement based on legislative developments, emerging policy priorities, and the needs of F5CA.

D. Chapter 2: Cost Proposal

Page Limit: No page limit for the Cost Sheet (Exhibit B1)

- Each proposal shall propose a budget not-to-exceed amount $300,000.00 to accomplish all goals in the full contract term, of up to three (3) years.
- Clearly identify allocations for:
    - Federal advocacy and legislative engagement
    - Legislative and Budget Monitoring and Analysis
    - Policy development and advocacy materials
    - Reporting and strategic policy guidance
    - Program Management & Administration
- If awarded this Agreement, the labor support, labor rates, and all total projected expenditures, will become a part of the Agreement and establish the maximum rates and total expenditures for the term of this Agreement.
- Bidder shall be advised to review EXECUTIVE ORDER N-6-22 to ensure the budget submitted in response to this RFP is in compliance.
- The Cost Sheet must be complete and typewritten. The bidder shall comply with the instructions on the Cost Sheet using the following details to complete the Budget information.
- When completing the Cost Sheet, bidders may create like images or computerized reproductions of the Cost Sheet included in this RFP.
- The Cost Sheet attachment included in this RFP is intended to show the required format for reporting proposed budget details.

1. Overview and Maximum Amount

The total proposed budget for this Agreement must not exceed $300,000.00 over the three-year contract term. The budget must include all costs associated with executing the scope of work, including but not limited to personnel, subcontractors, operating expenses, travel, and evaluation activities.

2. Alignment with Scope of Work (SOW)

Proposers must submit a complete, itemized budget that clearly aligns with the tasks and deliverables described in the Scope of Work (SOW). Each line item on the cost sheet must correspond to one or more SOW tasks or deliverables, so that costs can be directly linked to planned work.

3. Cost Sheet Requirements

Proposers must complete the Cost Sheets and submit them as the official cost proposal. At minimum, the cost sheets must show:

- Total cost by cost category (Personnel, Subcontractors, Operating Expenses, Travel, Evaluation, Indirect/Overhead).
- Total cost by SOW component
- Total cost by Fiscal Year (FY 2025–26, FY 2026–27, FY 2027–28 or as applicable to contract term).
- A total project cost that does not exceed $300,000.00.

All figures must be presented in U.S. dollars and rounded to the nearest hundredth (two decimal places) (e.g., 123.456 must be shown as 123.46).

4. Personnel Costs

Proposers must list all personnel who will work on the Agreement, including staff of the prime contractor and any subcontractors performing staff roles. For each position, list:

- Position title
- FTE or percentage of time dedicated to the project
- Hourly rate or annual salary used for calculation
- Estimated hours or personnel months per fiscal year

Personnel rates/salary shall include all staff wage and operating costs, such as applicable benefits, annual rate adjustments, merit increases, profit margins, inflation or cost of living adjustments, indirect costs, lease, consumable office supplies, telecommunications (i.e., telephone or cellular phones, fax, internet service provider fees, etc.), reproduction/duplication, postage or messenger/delivery service costs, etc.

A total personnel cost must be calculated for each role and each fiscal year. Personnel costs must be fully itemized to allow detailed comparison across proposals.

5. Subcontractor Costs

If subcontractors will be used, proposers must provide a breakdown that mirrors the structure of personnel costs:

- Subcontractor name and organization
- Role/area of work
- Rate(s) (hourly, daily, or deliverable-based)
- Estimated hours or units and total cost by fiscal year
- Portion of work (e.g., percentage of overall project)

6. Operating Expenses and Travel

Proposers must itemize anticipated operating expenses, such as:

- Office expenses, supplies, and materials
- Communication and outreach costs (e.g., materials, convenings)
- Rent or facility costs (if applicable)
- Other direct operating costs clearly tied to SOW activities

Travel

Travel costs must be itemized. Travel expenses incurred as part of the awarded contract ***will not be*** considered separate and distinct from a Task and are subject to the 10% withhold.

All travel must be pre-approved in writing by the F5CA Contract Manager or their designee. Travel approval is contingent upon compliance with the State of California's Travel Reimbursements - CalHR, which includes:

- Obtaining necessary approvals and permissions.
- Adhering to state regulations, policies, and guidelines related to travel.
- Ensuring safety and security of personnel during travel.
- Submitting expense reports and supporting documentation as detailed in the awarded Agreement.

7. Data, Evaluation, and Reporting Costs

Proposers must include explicit costs for:

- Quarterly and annual progress reports;
- Final three-year evaluation and presentation to F5CA.

These costs may include personnel, subcontracted evaluation partners, and associated operating expenses.

8. Retention

A 10% withhold will be applied to all payments under the awarded contract. The withhold amount will be released as per the terms and conditions specified in the awarded Agreement. The purpose of the withhold is to ensure compliance with contractual obligations, quality standards, and timely completion of the project.

9. Fiscal Year and Fund Allocation

The budget must be broken out by fiscal year and must identify the appropriate funding allocation(s) for each year. If the agreement spans multiple fiscal years, the proposer is advised that the Agreement is valid and enforceable only if sufficient funds are appropriated in each applicable Budget Act.

10. Rounding and Internal Consistency

All budget figures must be internally consistent across all pages and must be rounded to two decimal places. Proposers are responsible for ensuring that subtotals and totals reconcile.

E. Oral Presentation (Finalists Only)

The two (2) highest scoring proposals that have received a minimum of 75% of the combined total points in Stage 3 of the bid evaluation (Chapters 1 and 2) shall participate in a scored oral presentation at F5CA's office in Sacramento. The oral presentation will be conducted in-person within the dates specified in the Key Action Dates table of the RFP Notice.

The bidder's Oral Presentation team shall include the proposed Team Lead and the primary team members responsible for the initiative. Total number of presenters shall not exceed twelve (12).

The oral presentation shall last no more than one (1) hour and consist of two (2) phases.

The first phase, lasting no longer than forty-five (45) minutes, shall be a presentation of the firm's capabilities and will provide an opportunity to further demonstrate:

- Organizational readiness and capacity
- Proposed approach to implementing the SOW
- Risk management and quality assurance
- Demonstrating in-depth understanding and importance of the First 5 California Policy Agenda
- Partnership with First 5 California

The second phase, lasting no longer than fifteen (15) minutes, shall consist of follow up questions from F5CA to the oral presentation.

Oral Presentation Logistics

F5CA has a large conference room that seats up to forty (40) people. The bidder can expect approximately five (5) scoring evaluators.

F5CA will provide the following equipment:

- Windows 10 pc connected to conference room projector with external speakers available for sound
- Internet connection
- Projection screen
- Microsoft Office Suite

No external equipment can be plugged into existing F5CA setup or network.

All oral presentation materials should be contained on a drive that can be plugged into F5CA equipment or shared drives that can be accessed safely from the F5CA network. Any video or audio should be prepared in a widely available format that can play on VLC video player. Bidders are expected to provide all additional equipment and materials needed to support their demonstration.

Direct questions regarding confirmation of compatibility and capability to the Procurement Official specified on the RFP Notice.

Oral Presentation Scheduling

Oral Presentations shall be conducted on the dates specified in the Key Action Dates table of the RFP Notice. F5CA will contact the bidder to schedule the Oral Presentation. The Oral Presentation shall be no more than one (1) hour and will be held on a business day (Monday through Friday) between 9:00 a.m. and 4:00 p.m., P.T.). Bidders will be permitted access to the F5CA conference room a maximum of 30 minutes prior to the scheduled time for preparation.

SECTION 5: BID FORMAT REQUIREMENTS

Instructions in this section prescribe the mandatory bid format. Format instructions must be followed, all requirements and questions in the RFP must be answered, and all requested information must be supplied.

The bidder must submit its bid in the following order in divided sections, clearly labeled with the titles referenced below:

- Administrative Requirements and Response to State of California Preference Programs
- Cover Letter
- Minimum Qualifications
- Chapter 1: Technical Proposal
  Section 1: Understanding of the First 5 California Policy Agenda and Strategic Priorities
  Section 2: Organizational Structure and Staffing
  Section 3: Proposed Approach
  Section 4: Work Plan and Timeline (Work Plan)
- Chapter 2: Cost Proposal

A. General Instructions

1. ***Proposals not received by the date and time specified in the Key Action Dates table of the RFP Notice will be rejected.***
2. Each proposer may submit only one proposal. If a proposer submits more than one proposal, F5CA will reject all proposals submitted by that proposer.
3. Develop proposal following all RFP instructions and RFP addenda.
4. Before preparing a proposal, seek timely written clarification of any requirements or instructions that are believed to be vague or that are not fully understood.
5. All RFP attachments that require a signature ***must*** be signed in black or blue ink or contain an electronic or digital signature. Each RFP attachment must be signed by an individual authorized to bind the proposing firm. Signature stamps are not acceptable.
6. Do not mark any portion of the proposal response, RFP attachment, or other item of required documentation as “Confidential” or “Proprietary.” F5CA will disregard any language purporting to render confidential all or portions of a proposal.
7. Bind each proposal set in a way that enables easy page removal. Loose leaf or three-ring binders are preferred. However, other bindings are acceptable.

B. Submission of Proposal

1. All proposals shall be electronically submitted and received by F5CA by the date and time shown in RFP No. 7795, Key Action Dates. Proposals received after this date and time will not be considered.
2. Proposals must be received via email. F5CA will not accept any proposals that are mailed or hand-delivered.
3. An electronic copy that contains a complete Portable Documents Format (PDF) of the proposal, containing all required documents and attachments, must be submitted to RFP@First5.ca.gov, prior to the Final Date for Proposal Submission. The subject line shall contain the following naming convention: *RFP No. 7795, Federal Advocacy Services: Advancing First 5 California’s Policy Agenda*. Include the proposing firm’s name and address in the body of the email.

   If the size of the submitted file(s) is too large to be sent in one email, multiple emails may be sent from the same Proposer’s email. F5CA cannot be held liable for emails not received due to file size exceeding email capabilities.

a. LATE SUBMISSIONS, IN WHOLE OR IN PART, WILL NOT BE ACCEPTED FOR ANY REASON. If submitting via multiple emails, submission of all Proposal documents must be received by F5CA by the date and time shown in RFP No. 7795, Key Action Dates.

b. Proposals submitted to any other email address will not be accepted.

c. If the proposal is made under a fictitious name or business title, the actual legal name of the Proposer must be provided.

d. Proposals not submitted in accordance with the instructions and marked as indicated may be rejected.

4. All proposals shall include the documents identified in Attachment 1, Required Proposal Submission Checklist. Proposals not including the proper required attachments shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements detailed herein.

All proposal documents shall be Rehabilitation Act of 1973 U.S.C. Title 29- LABOR and WCAG 2.0 compliant.

Proposal Response Delivery

Proposals received by F5CA after the Final Date for Proposal Submission deadline will not be considered. F5CA makes every effort to ensure all proposals have been received; however, Proposers are ultimately responsible for ensuring timely receipt of their Proposal. Proposers may verify receipt of their Proposal by contacting the Procurement Official at RFP@First5.ca.gov.

5. General Format Guidelines

The following general format guidelines apply to the proposals:

1. The following must be shown on each page of the proposal:
    - RFP No. CFF 7795
    - Proposer's name
    - Page number
2. The proposal will adhere to high-quality writing standards.
3. Page numbering must be completed by Proposal Requirements document and/or chapter, and include reference to the total number of pages for said document

and/or chapter (e.g., Minimum Qualifications, Page 4 of 4; or Chapter 1: Technical Proposal, Section 3. Proposed Approach, Page 3 of 8).

4. The state requires the use of 12-point Arial for all text and between 10-point Arial and 12-point Arial for information presented in tables, except as specified in paragraph E.5 below.

5. The font size must be eight (8) point or larger for all figures and exhibits.

6. The text must be single spaced and left justified.

7. Margins must be one (1) inch on the top, bottom, left, and right.

8. Pages, other than foldouts, must not exceed 8.5 inches by 11 inches.

9. Foldouts must be limited to a size no larger than 11 inches by 17 inches.

6. Page Limits

SECTION 4: PROPOSAL REQUIREMENTS details the page limitations for responses. To ensure bidders stay within applicable page limits:

- A single-sided page counts as one (1) page.
- A single-sided foldout will be counted as two (2) pages.

SECTION 6: BID EVALUATION

This section presents information on how F5CA will evaluate each proposal. Proposers should read this section carefully to understand how scores will be assigned and opportunities for additional preference points.

A. Evaluation Information

Submitted proposals will be assessed and points assigned according to the following table showing evaluation categories and point distribution. The evaluation scoring shall be determined by Consensus Methodology.

Evaluation Categories by Stage	Points Possible
Stage 1: Administrative Requirements	Pass/Fail
Stage 2: Cover Letter	Pass/Fail
Stage 2: Minimum Qualifications	Pass/Fail
Stage 3, Chapter 1: Technical Proposal	200
Stage 3, Chapter 2: Cost Proposal	120
Stage 4: Oral Presentation (Finalists Only)	80

Stage 5: Preference Program and Incentive Application (TACPA/DVBE/SB)	
Total (before Preference and Incentive Application)	**400**

B. Evaluation Methodology

The Evaluation Team will evaluate each proposal received by the RFP response submission date and time. Evaluation of proposals is a five-stage process.

Stage 1: Administrative Requirements

Each proposal will be reviewed for timeliness, completeness, and initial responsiveness to the RFP requirements. This is a pass/fail evaluation. F5CA will compare the contents of each proposal to the claims made by the proposer on the Required Proposal Submission Checklist (Attachment 1) to determine if the proposer's claims are accurate.

If a proposer's claims on the Required Proposal Submission Checklist cannot be proven or substantiated, the proposal will be deemed non-responsive and rejected from further consideration. Only those proposers that meet all Administrative Requirements will proceed to Stage 2.

Stage 2: Cover Letter and Minimum Qualifications

Proposals that pass the Stage 1 review will be submitted to the Evaluation Team. Proposals must receive a score of "Pass" for each requirement listed below in order for the proposal to be considered responsive and move onto Stage 3.

Cover Letter (Pass/Fail)

1. Introduce the proposer and summarize their qualifications and readiness to serve as First 5 California's federal advocacy partner.
2. Describe the proposer's understanding of the First 5 California Policy Agenda's goals, population served, and statewide scope.
3. Be submitted on the proposer's official letterhead.
4. Be signed by an individual authorized to contractually bind the organization, with title clearly indicated.

Minimum Qualifications (Pass/Fail)

The proposer must demonstrate that it meets the following minimum qualifications.

F5CA to deem a proposer nonresponsive.

1. **Organizational Capacity and Personnel**

The proposer must:

- Demonstrate experience providing government relations, legislative advocacy, and policy analysis services, particularly in complex policy environments involving multiple stakeholders.
- Identify a Project Director or Principal with the authority to bind the organization and with ultimate responsibility for performance under the Agreement.
- Identify key personnel responsible for the following functions:
    - Federal advocacy and Legislative Engagement
      Engagement with the Governor's Office, California Legislature, legislative committees, state agencies, and policy staff to communicate First 5 California's priorities and support advancement of early childhood policies.
    - Legislative and Budget Monitoring
      Tracking and analyzing state legislation, budget proposals, committee hearings, and administrative actions affecting children prenatal to age five and their families.
    - Policy Analysis and Advocacy Materials
      Developing policy briefs, legislative analyses, position letters, testimony materials, talking points, and briefing documents to support engagement with policymakers.
    - Strategic Counsel and Reporting
      Providing regular reporting and strategic guidance to First 5 California leadership regarding emerging policy developments, opportunities, and potential risks affecting early childhood priorities.

Experience

The proposer must demonstrate:

- At least four (4) years of experience providing government relations, legislative advocacy, or policy analysis services, preferably within California's state legislative and budget processes.
- Experience engaging with the California Legislature, Governor's Office, state agencies, or other state-level policymakers.
- Experience developing policy analyses, legislative briefings, advocacy materials, or testimony related to public policy issues.
- Experience supporting policy initiatives or advocacy efforts related to early childhood, health, education, family support systems, or other programs serving children and families.
- Experience coordinating with policy experts, coalitions, or partner organizations to advance policy priorities and inform advocacy strategies.

Reference Letter

- The proposer shall submit one (1) reference letter of no more than two (2) pages prepared on the client's letterhead and signed by the proposer's client.

- The reference letter shall describe work comparable to that found in the Scope of Work (scale, complexity, funding).
- The reference letter shall include the name of the firm or government agency, the contact person, their address, their e-mail address, and their contact telephone.

F5CA reserves the right to contact the submitted client reference prior to the award of the Agreement.

Required attachments:

- Certificate of good standing from the California Secretary of State to conduct business in California.
- Proof of an operational, physical office in California from which the key personnel work. Provide proof of physical address.
- Disclosure statement citing any potential or existing conflict of interest(s) with the F5CA.
- Disclosure statement citing that the firm is not under litigation or pending litigation. The statement must be on the firm's letterhead and signed by an authorized staff member who is able to bind the firm to a contract.

Stage 3: Technical Proposal Evaluation (320 Points)

Proposals that pass Stage 2 shall continue through the Evaluation process to Stage 3. Using Consensus Methodology, the Evaluation Team will score proposals based on the proposal's adequacy, thoroughness, clarity, and the degree to which the proposal response complies with the RFP requirements.

The following chart indicates the weight of points possible with respect to the stated Rating Definitions.

Consensus Rating (Percentage of Possible Points)	**Rating Definitions**
100%	Exceeds all requirements
75-99%	Partially exceeded requirements
50-74%	Met all requirements
1-49%	Partially met requirements
0%	Requirements not met

Chapter 1: Technical Proposal (200 Points)
Page Limit: Refer to sections for page limit

Each Technical Proposal shall contain, at a minimum, all required items listed below. Each requirement's location must be listed in a Technical Proposal, Table of Contents.

Responsive proposals will be evaluated and scored based on the quality, clarity, and completeness of the Technical Proposal, including alignment with the federal advocacy Scope of Work.

Technical proposals will be evaluated based on, but not limited to, the following criteria:

Section 1. Understanding of the federal advocacy efforts

- Demonstrated understanding of First 5 California's Policy Agenda and its goals to advance policies that support the healthy development and well-being of children prenatal to age five and their families.
- Demonstrated understanding of the state policy landscape, including legislative and budget processes affecting early childhood programs, health, family economic stability, and related systems that support young children.
- Alignment with First 5 California's Strategic Plan and understanding of how federal advocacy can advance policy priorities that strengthen systems supporting children and families.
- Understanding of the role of federal advocacy, policy analysis, and legislative engagement in protecting and advancing policies that impact children prenatal to age five.

Section 2. Proposed Approach and Methodology

Evaluation of the quality, feasibility, and effectiveness of the proposer's approach to delivering federal advocacy services, including:

- Federal advocacy and Legislative Engagement
  Approach to engaging with the Governor's Office, California Legislature, legislative committees, and state agencies to advance First 5 California's policy priorities.

- Legislative and Budget Monitoring
  Approach to tracking and analyzing legislation, budget proposals, committee hearings, and administrative actions affecting children prenatal to age five and their families.

- Policy Analysis and Advocacy Materials
  Approach to developing policy briefs, legislative analyses, position letters, testimony materials, talking points, and briefing documents that support effective engagement with policymakers.

- Strategic Counsel and Reporting
  Approach to providing regular reporting and strategic guidance to First 5 California leadership regarding emerging legislative developments, policy opportunities, and potential risks.

- Coordination and Responsiveness
  Ability to coordinate advocacy activities with First 5 California leadership and staff and respond effectively to fast-moving legislative and policy developments within California's legislative and budget processes.

Section 3. Work Plan and Timeline (Work Plan)

- Clarity and feasibility of the proposed Work Plan
- Alignment of milestones and deliverables with the three-year contract term

Chapter 2: Cost Proposal (120 Points)
Page Limit: No page limit for the Cost Sheet (Exhibit B1)

Method for calculating Cost Proposal points: **The proposal with the lowest total cost will receive the maximum number of points.** For all other proposals, the proposal amount is divided into the lowest proposal amount to calculate a percentage. The maximum Cost Proposal points are multiplied by this percentage to calculate the points awarded.

NOTE: The costs and scores below were chosen at random and are not intended to reflect real cost projections or actual scores.

Proposer A: $255,000
Proposer B: $300,000

Ratio of Lowest Proposal to Other Proposals:
Proposer A/Proposer B: $255,000/$300,000 = 0.85

Total Points Possible for Cost Proposal:120
Points earned by Proposer A: 120
Points earned by Proposer B: 102

Stage 4: Oral Presentation (80 Points)

The two (2) highest scoring proposals that have received a minimum of 75% of the combined total points in Stage 3 of the bid evaluation (Chapters 1–3) shall participate in a scored oral presentation at F5CA's office in Sacramento. The Oral Presentation will be scored based on the scoring criteria below with Proposers able to score a maximum of 80 points for this stage.

The Oral Presentation shall last no more than one (1) hour, consisting of two (2) phases as detailed in section E. Oral Presentations (Finalists Only), and will provide F5CA an opportunity to further evaluate:

- Organizational readiness and capacity
- Proposed approach to implementing the SOW

- Risk management and quality assurance
- Demonstrating in-depth understanding and importance of the First 5 California Policy Agenda
- Partnership with First 5 California

The Evaluation Team will score the oral presentation using the Consensus Methodology. Consensus Ratings will be determined using the following weights.

Proposer's interview responses will be evaluated on their ability to expand on the following topics:

Evaluation Criteria	Subpar	Average	Excellent
Scope of Work Thorough and clear presentation made with the participation of key team members present. Presentation provides an overview of the more complex aspects of the Scope of Work that is accessible to a non-technical audience. Questions are answered completely and clearly.	0-9	10-15	16-20
Response to Requirements Respondents will be required to give a detailed, oral explanation of their proposals and to respond to questions regarding their proposal approach and methodology. They will also be required to discuss and respond to questions regarding the development of the final product required by this RFP.	0-9	10-15	16-20
Experience and Expertise Respondents will be required to explain and respond to questions regarding their experience and expertise and that of any participant of the consulting team. Points will be awarded based upon the quality, pertinence and degree of experience and expertise of the team members in relation to their participation in the study.	0-9	10-15	16-20
Overall Presentation Skills Proposers are skilled presenters, citing evidence when available, using non-technical language wherever feasible.	0-9	10-15	16-20

Scoring Criteria	Definition
Excellent	Proposer answered all the requested key points, clearly presented, and demonstrates subject-matter expertise.
Average	Proposer covered some key points and clearly presented answers.

Subpar	Proposer did not cover the key points and did not clearly answer the questions.

Stage 5 – F5CA will determine which proposers, if any, are eligible to receive State of California preference points. The proposer with the highest score offering the best value will be offered the award.

In the event of a precise tie between the highest scored proposal of a certified small business or microbusiness and the highest scored proposal of a certified DVBE or microbusiness, the Agreement must be awarded to the DVBE or the microbusiness (GC section 14838 (f)). In the event of a tie between a responsive certified small business and responsive non-small business, the Agreement shall be awarded to the small business for the amount of its proposal. All other tie proposals shall be decided by a coin toss, observed by witnesses at an event open to the public.

F5CA reserves the right to waive informalities and minor irregularities in proposals received.

Appendix and Attachments

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Appendix 1: Competitive Bidding and Bid Responsiveness

Page 1 of 2

Competitive bidding is not defined in any single statute, but is more in the nature of a compendium of numerous court decisions. From such court decisions, the following rules have evolved, among others:

1. The RFP must provide a basis for full and fair competitive bidding among bidders on a common standard, free of restrictions tending to stifle competition.
2. The state may modify the RFP, prior to the date fixed for contract award, by issuance of an addendum to all parties who are bidders.
3. To be valid, the bid must respond and conform to the RFP, including all the documents which are incorporated therein. A bid which does not literally comply may be rejected.
4. For a variance between the RFP and the bid to be grounds for rejection, the variance or deviation must be a material one.
5. State agencies usually have the express or implied right to reject any and all bids in the best interests of the state. Bids cannot, however, be selectively rejected without cause.
6. Bids cannot be changed after the time designated for their receipt and opening. No negotiation as to the scope of the work, amount to be paid, or contractual terms is permitted. However, this does not preclude the state from clarifying the bidder's intent by asking questions and considering the answers.
7. A competitive bid, once opened and acknowledged, is in the nature of an irrevocable option and a contract right of which the bidder cannot be deprived without its consent, unless the requirements for cancellation are present.
8. All bids become public documents upon issuance of the Notice of Intent to Award.
9. Bids cannot be accepted "in part," unless the RFP specifically permits such an award.
10. Contracts entered into through the competitive bidding process cannot later be amended, unless the RFP includes a provision, to be incorporated in the Agreement awarded, providing for such amendment.

Since competitive procurement became the required method for securing certain goods or services, the state has received a number of bids which were deemed to be nonresponsive to an RFP, or which could not be considered as valid bids within the competitive bidding procedures. Many of the causes for rejection arise from either an incomplete understanding of the competitive bidding process or administrative oversight on the part of the bidders. Additionally, bids which contain qualifiers will be rejected as nonresponsive.

The following examples are illustrative of more common causes for rejection of bids. These examples are listed to assist potential bidders in submission of responsive bids:

1. A bid was delivered after the date and time specified in the RFP.

2. A bid was delivered to the wrong office.

3. A bid did not meet the DVBE Participation requirement.

4. A bid for lease of equipment contained lease plans of a duration longer than that which had been requested in the RFP, with no provision for earlier termination of the contract.

5. A bid stated, “The prices stated within are for your information only and are subject to change.”

6. A bid stated, “This bid shall expire 30 days from this date unless extended in writing by the ____ Company.” (In this instance, award was scheduled to be approximately 45 days after bid submittal date.)

7. A personal services contract stated, “In its judgment, bidder believes that the schedules set by the state are extremely optimistic and probably unobtainable. Nevertheless, will exercise its best efforts...”

8. A bid stated, “This bid is not intended to be of a contractual nature.”

9. A bid contained the notation, “prices are subject to change without notice.”

10. A bid stated, “...this bid is preliminary only and the order, when issued, shall constitute the only legally binding commitment of the parties.

Attachment 1: Required Proposal Submission Checklist

For a proposal to be deemed responsive, all documents listed below, including this checklist, must be submitted. Complete this checklist to confirm the items in your proposal and place a check mark or "X" next to each item submitted.

Included in Proposal	Description
☐	**Attachment 1:** Required Proposal Submission Checklist
☐	**Attachment 2:** Proposal/Proposer Certification Sheet
☐	**Attachment 3:** Payee Data Record
☐	**Attachment 4:** Contractor Certification Clauses
☐	**Attachment 5:** Guaranty Requirements
☐	**Attachment 6:** Conflict of Interest Compliance Certificate
☐	**Attachment 7:** Darfur Contracting Act
☐	**Attachment 8:** Bidder Declaration
☐	**Attachment 9:** TACPA Preference Claim Form
☐	**Attachment 10:** DVBE Participation Incentive Claim Form
☐	**Attachment 11:** Disabled Veteran Business Enterprise Declarations
☐	**Attachment 12:** Small Business Preference Claim Form
☐	**Attachment 13:** California Civil Rights Laws Attachment
☐	**Attachment 14:** Iran Contracting Act Verification Form
☐	**Attachment 15:** Commercially Useful Function (CUF) Certification
☐	**Attachment 16:** Vendor History Questionnaire

Included in Proposal	Proposal Evaluation Components
☐	**Cover Letter**
☐	**Minimum Qualifications**
☐	**Chapter 1: Technical Proposal**
☐	Section 1: Understanding of the Initiative
☐	Section 2: Organizational Structure and Staffing
☐	Section 3: Proposed Approach
☐	Section 4: Work Plan and Timeline
☐	**Chapter 2: Cost Proposal**

Attachment 2: Proposal/Proposer Certification Sheet

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package. Return **one (1) electronic copy (**must bear an original signature in **black or blue ink or contain an electronic or digital signature**). The proposal must be transmitted in accordance with the RFP instructions. An unsigned Proposal/Proposer Certification Sheet is cause for rejection.

A. The all-inclusive bid is submitted as detailed in the Cost Sheet, Exhibit B1.
B. All required attachments are included with this certification sheet.
C. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

1. Company Name	
2. Telephone Number	( )
2a. Fax Number	( )
3. Address	
Indicate your organization type:	4. ☐ Sole Proprietorship 5. ☐ Partnership 6. ☐ Corporation
Enter firm's FEIN and corporation numbers	7. Federal Employee ID No. (FEIN): 8. California Corporation No.:
9. **Printed Name of Person Signing**	
10. **Title of Person Signing**	
11. **Signature**	
12. **Date**	

13. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS):

a. Small or Micro Business Enterprise	☐ Yes If Yes, enter certification number:
	☐ No
b. Disabled Veteran Business Enterprise	☐ Yes If Yes, enter service industrial code:
	☐ No

NOTE: A copy of your Certification is required to be included if either of the above items are checked **"Yes."** Your certification number and/or your service industrial code will be verified for status as related to this RFP. If pending certification, provide the date your application was submitted to OSDS: __________________________.

Completion Instructions for Proposal/Proposer Certification Sheet

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your firm’s federal tax identification number.
8	Enter your corporation number assigned by the California Secretary of State’s Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9, 10, 11, and 12	Must be completed.
13	If certified as a Small Business Enterprise, or Micro Business, place a check in the "Yes" box and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your Industrial Service Code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSDS.

Attachment 3: Payee Data Record

Include a completed STD 204, Payee Data Record, as Attachment 3.

Refer to the following website to obtain the appropriate form and information for the Payee Data Record (STD 204): STD 204. If appropriate, please complete the Payee Data Record Supplement (STD 205): STD 205.

Attachment 4: Contractor Certification Clauses

Include completed Contractor Certification Clauses (CCC 04/2017), as Attachment 4.

Refer to the following website to obtain the appropriate form and information for the Contractor Certification Clauses (CCC 04/2017): CCC 04/2017

Attachment 5: Guaranty Requirements

The Parent Corporation shall guarantee the full and prompt performance of all covenants, terms and conditions, and agreements resulting from this RFP for the term of the contract. **The Parent Corporation shall create and provide a written Guaranty, which shall, at a minimum, meet all of the following requirements**. It shall:

A. **Be made to First 5 California.**

B. **Be signed by an official authorized to bind the Guarantor organization.**

C. Accept unconditional responsibility for all performance and financial requirements and obligations of the contract.

D. Recite that "for good and valuable consideration, receipt of which is hereby acknowledged," the Guarantor is making the Guaranty; state that the Guarantor stipulates that, if the contract is ultimately awarded to the subsidiary, First 5 California will do so in reliance upon the Guaranty.

E. State that the undersigned corporate officer warrants: (1) that he or she has personally reviewed all pertinent corporate documents, including, but not limited to, articles of incorporation, bylaws, and agreements between the parent and subsidiary, and (2) that nothing in these documents in any way limits the capacity of the parent to enter into the instant contract of Guaranty.

F. Include the following provisions: "First 5 California need not take any action against the bidder, any other Guarantor, or any other person, firm, or corporation, or resort to any security held by it at any time before proceeding against the Guarantor. Further, Guarantor hereby waives any and all notices and demands which may be required to be given by any other statute or rule of law and agrees that its liability hereunder will be in no way affected, diminished, or released by any extension of time, forbearance, or waiver which may be granted to _______________________, its successor or assignee, and that this Guaranty will extend to and include all future amendments, modifications, and extensions of the contract and all future supplemental and other agreements with respect to matters covered by the contract which First 5 California and _________________________ may enter into, with or without notice to or knowledge of Guarantor, but Guarantor will have the benefit of any such extension, forbearance, waiver, amendment, motivation, or supplemental or other agreement; it being the purpose and intent of the parties hereto that the obligation of Guarantor hereunder will be coextensions with, but not in excess of, the obligations of _________________________, its successor or assignee, under the contract."

G. Be presented in terms which First 5 California, at its discretion, determines will, as a whole, adequately establish the bidder's financial responsibility.

H. Include the following provision: "Guarantor agrees that the Guaranty will continue in full force and effect despite any change in the legal or corporate status of the subsidiary, including, but not limited to, its sale, reorganization, dissolution or bankruptcy."

Attachment 6: Conflict of Interest Compliance Certificate

A. First 5 California (F5CA) intends to avoid conflicts of interest or the appearance of conflicts of interest on the part of the Contractor, subcontractors, or employees, officers, and directors of the Contractor or subcontractors. Thus, F5CA reserves the right to determine, at its sole discretion, whether any information received from any source indicates the existence of a conflict of interest.

B. Either of the following instances would be considered a conflict of interest:

   1. An instance in which the Proposer/Contractor or any of its subcontractors, employees, officers, or directors, has responsibility for the strategy or development for the federal advocacy efforts (hereinafter “Initiative” or “effort (s)) and simultaneously has a direct or substantial contractual or corporate responsibility to promote, or assist in the promotion of, the use of, or the sale of tobacco, cannabis, or alcohol products for a company involve d in, or company with a subsidiary involved in, the production, distribution, or marketing of tobacco, cannabis, or alcohol products.
   2. An instance in which the Proposer/Contractor or any of its subcontractors, employees, officers, or directors holds a position of interest, financial or otherwise which would allow the use or disclosure of information obtained from performing services for the Initiative for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Initiative.

C. If F5CA is aware of a known or suspected conflict of interest, the proposer/contractor will be given an opportunity to submit additional information or to resolve the conflict. A proposer/contractor with a suspected conflict of interest will have five (5) business days from the date of notification of the conflict by F5CA to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by F5CA and cannot be resolved to the satisfaction of F5CA, before or after the award of the contract, the conflict will be grounds for rejection of the proposal and termination of the contract. This Certificate must contain the original signature of an official or employee of the proposer who is authorized to bind the bidder.

D. This Certificate will be incorporated into the contract, if any, awarded from this RFP. The Contractor shall obtain a completed Certificate from any proposed subcontractor and submit it to the F5CA Contract Manager prior to approval of the subcontractor by F5CA.

E. The Contractor and each subcontractor shall notify F5CA at 2399 Gateway Oaks Drive, Suite 120, Sacramento, CA 95833 within ten (10) business days of any change to this Certificate.

F. The state’s determination of a potential conflict of interest will be based on all of the proposer’s business affiliations and contractual relationships. If the proposer or any of its subsidiaries or its parent company is in any way involved in the production, distribution, or marketing of tobacco or cannabis products, the proposer will be deemed to have a potential conflict of interest. If the proposer has a business affiliation with a company above its parent company and/or with any of that affiliation’s holdings, the proposer shall attach to this form a description of the relationship, a plan for ensuring that such a relationship will not adversely affect the state, and procedures to guard against the existence of an actual conflict of interest.

The undersigned hereby affirms that: (check one)

☐ The statements above have been read and that no conflict of interest exists that would jeopardize the ability of the firm to perform free from tobacco, cannabis, or alcohol industry influence; **OR**

☐ A suspected conflict of interest does exist, and additional information (suspected conflict’s name, tie with tobacco or alcohol industry, association with bidder) is attached along with a plan to address possible concerns. Agencies involved with community outreach or public service campaigns for tobacco, cannabis, or alcohol clients will be reviewed on a case-by-case basis.

Signed By:	
Printed Name of Person Signing:	

Attachment 7: Darfur Contracting Act

Include a completed Darfur Contracting Act Certification, as Attachment 7.

Refer to the following website to obtain the appropriate form and information for the Darfur Contracting Act Certification (DGS PD 1): Darfur Contracting Act Certification

Attachment 8: Bidder Declaration

Include a completed Bidder Declaration, GSPD-05-105, as Attachment 8.

Refer to the following website to obtain the appropriate form and information for the Bidder Declaration (GSPD-05-105): Bidder Declaration (ca.gov)

Attachment 9: TACPA Preference Claim Form

Please refer to Section 3.B.1., Target Area Contract Preference Act, of this RFP for more information on TACPA.

Please initial the appropriate statement below:

Initials	Statement
	I am claiming the TACPA Preference and have attached completed STD. 830 and DGS/PD 526 forms.*
	I am not claiming the TACPA Preference.

*Any bidder claiming the TACPA Preference must provide completed STD. 830 (STD 830) and DGS/PD 526 (DGS/PD 526) forms in its bid.

Attachment 10: DVBE Participation Incentive Claim Form

Please refer to Section 3.B.2., Disabled Veteran Business Enterprise (DVBE) Program and Section 3.B.2.a., DVBE Participation Incentive Program, of this RFP for more information on the DVBE Program and the DVBE Incentive.

Please initial the appropriate statement(s) in Tables **1** and **2** below:

Table 1

Initials	Statement
	I am a DVBE.* A copy of my DVBE certification from OSDS is attached to this form.
	I am committing a portion of the contract revenue to DGS certified DVBE subcontractors and/or suppliers.* A copy of the DVBE certification from the OSDS is attached for each proposed subcontractor.

AND

Table 2

Initials	Statement
	I **am** claiming the DVBE Participation Incentive.
	I **am not** claiming the DVBE Participation Incentive.

* The Disabled Veteran Business Enterprise Declarations form (DGS PD 843), Attachment 11 of this RFP, must be completed by California-certified DVBE owners and managers of each DVBE firm that will be participating in the awarded purchase document. Bidders claiming DVBE participation must also complete the appropriate information on the Bidder Declaration Form (GSPD-05-105), Attachment 8.

Attachment 11: DVBE Declarations

Include completed DVBE Declarations, DGS PD 843, as Attachment 11.

Refer to the following website to obtain the appropriate form and information for the DVBE Declarations (DGS PD 843): DGS PD 843

Attachment 12: Small Business Preference Claim Form

Please refer to Section 3.B.3., Small Business Preference, and Section 3.B.3.a., Small Business Preference for Non-Small Businesses, of this RFP for more information on the Small Business Preference Claim.

Please initial the appropriate statement below:

Initials	Statement
	I am a California Certified Small Business, and the Small Business Preference is applicable to this proposal.* A copy of my SB certification from the OSDS is attached. (Please attach a copy of your certification to this form.)
	I have recently filed for Small Business Certification in California but have not yet received it. OSDS confirmation of a complete application on file by the Final Date for Proposal Submission is attached.
	I am claiming a Small Business Preference for a Non-Small Business. The name(s) of the certified small business(es) with which I commit to subcontract in an amount of at least twenty-five percent (25%) of the Total Cost is found on the Bidder Declaration Form.* A copy of the SB certification from the OSDS or OSDS confirmation of a complete application on file by the Final Date for Proposal Submission is attached for each proposed subcontractor.
	I am claiming neither a Small Business Preference nor a Small Business Preference for a Non-Small Business.

* Bidders claiming SB participation must complete the appropriate information on the Bidder Declaration Form (GSPD-05-105), Attachment 8.

Attachment 13: California Civil Rights Laws Attachment

Include a completed California Civil Rights Laws Attachment as Attachment 13.

Refer to the following website to obtain the appropriate form and information for the California Civil Rights Laws Attachment (DGS OLS 04): California Civil Rights Laws Attachment

Attachment 14: Iran Contracting Act Verification Form

Include a completed Iran Contracting Act Verification Form, as Attachment 14.

Refer to the following website to obtain the appropriate form and information for the Iran Contracting Act Verification Form (DGS PD 3): Iran Contracting Act Verification Form

Attachment 15: Commercially Useful Function (CUF) Certification

On January 1, 2004, Chapter 623, Statutes of 2003, became effective and requires all Small Businesses (SB), Micro-Businesses (MB), and Disabled Veteran Business Enterprises (DVBE) to perform a "commercially useful function" in any contract they perform for the State.

All certified SB, MB, and/or DVBE prime contractors, subcontractors or suppliers must meet the commercially useful function requirements under Government Code 14837 (for SB), and Military and Veterans Code, Section 999 (for DVBE). A business that is performing a CUF is one that does **ALL** of the following:

1. Is responsible for the execution of a distinct element of the work of the contract
2. Carries out its obligation by actually performing, managing, or supervising the work involved
3. Performs work that is normal for its business services and function
4. 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
5. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices

Note: A contractor, subcontractor, or supplier **will not** be considered to perform a CUF 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 SB, MB, or DVBE participation.

Provide a brief written statement below detailing the role, services, and/or goods your company will provide to meet the CUF requirement.

Supplier's Certification:
I certify that my company meets all five of the criteria listed above.

Supplier Name	
Supplier Type (Prime/Subcontractor)	
OSDS Certification #	
Printed Name and Title of Authorized Representative Signing	
Authorized Representative Signature	
Date	

Attachment 16: Vendor History Questionnaire

Business Details		
Legal Name of Business or Full Name of Individual		
Name of Ultimate Holding Entity *(if applicable)*		
Registered Business of Trading Name *(if applicable)*		
Registered Business Address – Street		
Registered Business Address – City, ST, Zip code		
Business URL		
Business Type		
Publicly Traded *(Y/N)*		
Number of Full-Time Employees		
Former Business Name *(if applicable)*		
Financial Details	*Summarize financials below. Enter N/A or zero, as applicable.*	
Enter numerical amounts only, no symbols/decimals. Leave no blanks.	**2022**	**2023**
Revenue/Sales		
Cash		
Accounts Receivable		
Short Term Investment		
Current Assets		
Total Assets		
Current Liabilities		
Total Liabilities		
Cash From Operations		
Current D&B Rating		
Explanation for Any Missing Financial Information		
Conflict of Interest	*Attach detailed explanation for any item(s) marked "yes."*	
Are there any known business or financial relationships between your firm and any First 5 California (F5CA) State Commissioners?		
Are there any known business of financial relationships between your firm and any F5CA staff?		
Principal Officers/Account Management		
Principal Name/Title		
Principal Primary Office Address/Email Address		
Account Manager Name/Phone Number		
Account Manager Primary Office Address/Email Address		
Supplementary Information	*Explain any item(s) marked "yes."*	
	Y/N	**Explanation**
Has any current office bearer above been involved with a business failure?		
Has any current office bearer declared bankruptcy?		
Is there any current, pending, or finalized litigation against your organization during the past 5 years?		
Any debt collections by debt collection agency on behalf of creditors of your organization or current office bearers?		
Are there any other contingent liabilities, not reported in the financial statements, likely to impact your financial position?		

SAMPLE AGREEMENT

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STD 213: Standard Agreement

THIS IS A PLACEHOLDER PAGE.

Upon award of the Agreement, this page will be replaced by a completed STD 213 - Standard Agreement cover page to be signed by both parties.

Exhibit A
Scope of Work
(Standard Agreement)

Exhibit A: Scope of Work

1. Authority

   California Health and Safety Code (HSC) section 130105(d)(1) authorizes expenditure of funds from the California Children and Families Trust Fund to meet the intent of the act as outlined in HSC 130100 to promote, support and improve the early development of children prenatal to five years of age.

2. Purpose of Agreement

   The purpose of this Agreement is to secure federal advocacy services that support First 5 California's (F5CA) statutory mandate under the California Children and Families Act (Proposition 10) to make recommendations to the Governor and the Legislature regarding changes to state laws, regulations, and services that strengthen California's early childhood systems. Federal advocacy is a critical component of this work, as decisions made at the federal level directly shape the programs, funding, and policies that impact young children and their families across California.

   Through this Agreement, the Contractor will serve as a strategic advocacy partner to F5CA by providing legislative engagement, policy monitoring, policy analysis, and development of advocacy materials to support the advancement of policies that promote the healthy development and well-being of children prenatal to age five and their families.

   The Contractor will engage with California's congressional delegation, including Members of Congress and U.S. Senators, as well as congressional committees, federal agencies, and relevant administrative bodies, to communicate F5CA's policy priorities and support the advancement and protection of early childhood policies and investments that impact children and families in California. This work will include monitoring and analyzing federal legislation, appropriations and budget proposals, committee hearings, and administrative or regulatory actions affecting children prenatal to age five and the systems that support them, recognizing that federal decisions directly influence funding levels, program design, eligibility, and service delivery across California.

   In addition, the Contractor will prepare federal policy briefs, legislative analyses, position letters, testimony materials, talking points, and briefing documents to support F5CA leadership in engaging with federal policymakers and national stakeholders. The Contractor will also provide strategic guidance regarding emerging federal legislative, budget, and regulatory developments that may affect

Exhibit A
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early childhood programs, services, and investments that serve California's children and families.

The Contractor will provide regular written reports and policy updates summarizing federal legislative, budget, and administrative developments, and identifying opportunities, risks, and recommended advocacy strategies. These reports will support F5CA's ability to respond effectively to fast-moving federal policy developments and to ensure that California-specific impacts are clearly understood and addressed in national decision-making processes.

All analyses, reports, policy materials, communications, and other work products developed by the Contractor under this Agreement will become the property of First 5 California during and after the duration of the Agreement.

Through this work, the Contractor will support F5CA in advancing priorities identified in First 5 California's Strategic Plan and First 5 California's Policy Agenda, ensuring that the needs of California's youngest children remain visible and prioritized in federal policy discussions and decisions that directly affect programs, funding, and outcomes across the state.

3. Background

Proposition 10 and F5CA's Mandate

In November 1998, California voters passed Proposition 10, establishing the California Children and Families Act. The Act charges F5CA with building an integrated, comprehensive system of information and services to enhance early childhood development and ensure that every child enters school ready to learn. This mandate underscores F5CA's responsibility to work collaboratively with local, state, and federal partners to strengthen the systems that shape the earliest years of life.

F5CA's work is grounded in its North Star and Audacious Goal, which commits the organization to advancing culturally responsive, trauma-informed systems that eliminate inequities and create safe, stable, nurturing environments for all young children. Advocacy is essential to actualizing this vision. Without strong representation in the policymaking arena, programs, protections, and investments critical to child development would remain vulnerable to budget cuts, shifting political priorities, and inconsistent implementation.

The investment outlined in this RFP builds on F5CA's history of strategic advocacy and ensures that the voices and needs of California's youngest children continue to be front-and-center in legislative and budget decisions.

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4. Period of Performance

   The term of this Agreement will be up to three (3) years with a start date of **Upon Department of General Services Approval.**

5. Authorization of Services

   The Contractor shall not be authorized to deliver or commence performance of services as described in this Agreement until written approval has been obtained from DGS. Any delivery or performance of services commenced prior to the Contractor obtaining all written approvals shall be considered voluntary on the part of the Contractor. F5CA is not authorized to reimburse the Contractor for expenditures incurred outside the approved performance period of this Agreement.

6. Work Site and Hours

   Work will be performed at the primary office location of the Contractor or alternate locations, as necessary. The Contractor shall provide F5CA, or designated state representatives, access to the administrative offices during normal business hours, Monday through Friday, except State of California recognized holidays, unless otherwise pre-approved in writing by the F5CA Contract Manager.

7. Federal Advocacy Scope of Work (SOW)

Goals and Objectives

The federal advocacy contract will ensure that California’s youngest children are consistently represented at the national level by:

- Capitalizing on and strengthening relationships with California’s federal delegation to advance and protect early childhood priorities.
- Positioning F5CA as a trusted expert and resource for federal representatives
- Monitoring federal proposals that impact California’s early childhood systems
- Ensuring that early childhood priorities are elevated as a central consideration in federal decision-making, shaping both policy development and budget outcomes.

Federal advocacy is not intended to advance broad national interests but to uplift California-focused early childhood priorities in Washington, D.C.

A total of $300,000 over three years is allocated for federal advocacy services.

Exhibit A
Scope of Work
(Standard Agreement)

Tasks

Direct Federal Advocacy and Communication

- Engage with California’s Members of Congress, U.S. Senators, the White House, and key federal agencies
- Facilitate meetings, briefings, and strategic engagements to communicate California’s early childhood priorities.

Monitoring and Research

- Track federal budget decisions, legislation, administrative rules, and policy shifts that affect California’s 0–5 population.
- Provide F5CA with timely written analysis of federal actions and implications.

Content Creation

- Draft federal-focused policy briefs, memos, advocacy letters, and materials.
- Prepare meeting packets, talking points, and delegation engagement summaries.

Administrative Tasks

- Attend federal briefings and hearings as appropriate.
- Periodically provide written updates and reports.
- Ensure compliance with all federal lobbying regulations.

Deliverables

- Monthly federal legislative and policy monitoring reports
- Analyses of federal actions and their projected impact on California children
- Federal advocacy materials, including memos, letters, and briefing documents
- End-of-year federal advocacy summary reports

Timeline & Milestones

- Contract expected to begin in summer 2026.
- Engagement with federal delegation and agencies begins immediately upon contract execution.
- Ongoing monitoring and communication throughout each contract year.

Roles and Responsibilities

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(Standard Agreement)

Contractor

- Lead federal advocacy efforts, including delegation engagement, monitoring, research, and communication.
- Prepare all federal deliverables and reports.

F5CA

- Provide strategic direction and approval of advocacy materials.
- Coordinate federal priorities with internal divisions.

8. Project Representatives

The Project Representatives during the term of this Agreement will be:

Contract Manager

First 5 California	Contractor
Name	Name
Address	Address
Phone:	Phone:
Email:	Email:

Fiscal Contacts

First 5 California	Contractor
Name	Name
Address	Address
Phone:	Phone:
Email:	Email:

The parties must notify each other in writing within ten (10) business days of any change in Project Representatives.

9. Contractor Responsibilities

The Contractor shall be responsible for the following:

A. Informing the F5CA Contract Manager or their designee, verbally, with follow-up in writing, of any problems that arise during the term of this Agreement.

B. Consistently meeting deliverable due dates and notifying the F5CA Contract Manager or their designee in writing of any delays in deliverable due dates prior to the stated due date.

Exhibit A
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(Standard Agreement)

C. Assuming responsibility for any costs associated with making modifications to materials and deliverables necessary to obtain F5CA approval.

D. Refraining from disseminating any written information, materials, or deliverables related to this Agreement to the field or public without prior written approval by F5CA.

E. Delivering documents to F5CA as follows:

- Documents requiring approval are delivered in an editable version (e.g., text-only Word, PowerPoint)
- Unless otherwise specified, all final documents will be provided in Microsoft Word, PDF, or another F5CA Contract Manager-approved format.
- All final documents must adhere to the F5CA Writing Standards Style Guide, which will be made available to the Contractor.
- All final documents must include the F5CA logo.

F. Ensuring all online content meets the standards and guidelines for achieving universal Web accessibility. Please refer to Exhibit D, paragraph 43, Web Accessibility.

G. Delivering data files in a file format that can be imported into excel, SAS, or Microsoft SQL Server, unless otherwise specified. Data files must be accompanied by a file layout indicating field names and descriptions.

H. Providing complete project information and/or documentation to the F5CA Contract Manager, as needed.

I. Ensuring all contractual qualifications and requirements that apply to the Contractor, also apply to subcontractors and/or independent consultants.

J. Ensuring subcontractors and/or independent consultants meet due dates on projects and provide reasonable turnaround time on projects without jeopardizing the quality of work.

K. Obtaining prior written approval from F5CA before substituting key personnel assigned to the Agreement.

10. F5CA Responsibilities

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F5CA shall be responsible for the following:

A. Providing approvals to the Contractor in a timely manner regarding key tasks and deliverables, including, but not limited to, the selection of the format, content, and design of the printed material, and the selection of alternate deliverables.

   Approval/sign-off for any deliverable will be provided only when F5CA is satisfied with the deliverable.

B. Providing the Contractor access to F5CA staff and management as required to complete the tasks and activities for the project.

C. Approving the Contractor's work plans, deliverables, and invoices in a timely manner and consistent with state policies and procedures.

D. Providing the Contractor with F5CA background documents and information as needed for research purposes.

E. Approving delays in deliverable due dates on or before stated due date within the approved period of performance of this Agreement.

F. Advising the Contractor of any deficiency and notifying the Contractor of satisfactory corrective action to be implemented within a specified timeframe.

G. Reimbursing the Contractor in accordance with terms of the Agreement.

11. Work to be Performed

The Contractor shall serve as a collaborative partner to First 5 California (F5CA) in advancing federal advocacy efforts that support policies and investments benefiting children prenatal to age five and their families. The Contractor will work closely with F5CA leadership and staff to support legislative engagement, policy monitoring, policy analysis, and the development of advocacy materials that elevate early childhood priorities in California's legislative and budget processes.

This work will include engaging with the Governor's Office, California Legislature, legislative committees, state agencies, and key policy staff to communicate F5CA's policy priorities; tracking and analyzing state legislation, budget proposals, committee hearings, and administrative actions affecting young children and their families; and preparing policy briefs, legislative analyses, testimony materials, talking points, and briefing documents to support F5CA's advocacy efforts.

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The Contractor will also provide regular reporting and strategic guidance to F5CA regarding legislative and policy developments, emerging opportunities, and potential risks affecting early childhood programs, services, and investments.

All analyses, reports, policy materials, communications, and other work products developed by the Contractor and any subcontractors under this Agreement shall become the property of First 5 California (F5CA) during and after the duration of the Agreement.

The following Scope of Work outlines the required tasks, deliverables, timelines, roles and responsibilities, and applicable standards associated with the provision of federal advocacy services under this Agreement.

Task: Agreement Orientation Meeting

The Contractor will participate in a virtual or an in-person orientation meeting scheduled by the F5CA Contract Manager within fifteen (15) business days following the Agreement's effective date. Designated key personnel with responsibilities for implementing the federal advocacy SOW must be present, including the Project Manager, and other primary personnel (including a subcontractor(s) and/or an independent consultant(s), if applicable). If the orientation meeting is held in-person, it shall be held in the F5CA offices at 2399 Gateway Oaks Drive, Suite 120, Sacramento, CA 95833.

The Agreement orientation meeting is an opportunity for F5CA and the Contractor to:

- Discuss proposed methods for coordination, including establishing a contact list of collaborating staff
- Discuss deliverables and timelines
- Review each task in the Scope of Work, including clarifying any additional or unclear tasks
- Set clear expectations for the execution of the Scope of Work
- Share information, ask questions, and resolve other issues, as needed

Additionally, the Contractor shall meet the F5CA Executive Director and/or Chief Deputy Director, either during the Agreement orientation meeting or separately, to understand the high-level executive direction and perspectives in regard to the overall tone of the Scope of Work execution and deliverables.

Deliverable: Within five (5) business days following the Agreement orientation meeting, the Contractor shall deliver Agreement orientation meeting notes to F5CA.

Exhibit A
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Task: Agreement Work Plan and Timeline

In consultation with F5CA, the Contractor shall update the Work Plan and Timeline, submitted by the Contractor as part of its proposal in response to RFP No. CFF 7795, to serve as the Agreement Work Plan and Timeline that guides the project implementation.

The updated Work Plan and Timeline, hereafter referred to as the Agreement Work Plan and Timeline, must include:

- Be signed by the Project Manager
- The date Work Plan and Timeline was submitted to F5CA
- A phased work plan aligned with the three-year contract term
- Major milestones tied to the SOW during which the Contractor will review implementation of Agreement activities and make modifications accordingly
- Deliverables and reporting schedule
- Coordination points with F5CA

F5CA and the Contractor shall review the Agreement Work Plan within thirty (30) calendars days of request by F5CA, and make updates, as needed.

Deliverable: The Contractor shall deliver the initial Agreement Work Plan and Timeline within ten (10) business days following the Agreement orientation meeting.

Deliverable: The Contractor shall deliver an updated Agreement Work Plan and Timeline within thirty (30) calendar days of request by F5CA. If a due date falls on a Saturday, Sunday, or state holiday, the required deliverable must be submitted the following business day.

12. Summary of Tasks and Services

Task	Description	Due
1	Federal Advocacy and Legislative Engagement	As approved by F5CA per Work Plan and Timeline
2	Legislative and Budget Monitoring and Analysis	As approved by F5CA per Work Plan and Timeline
3	Policy Development and Advocacy Materials	As approved by F5CA per Work Plan and Timeline

Exhibit A
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4	Reporting and Strategic Policy Guidance	As approved by F5CA per Work Plan and Timeline
	Program Management & Administration	As approved by F5CA per Work Plan and Timeline

Work Plan Change Order Process

The purpose of the Work Plan Change Order Process is to provide a structured and controlled mechanism for managing changes to the Work Plan within the Scope of Work. Change orders are necessary when modifications, revisions, or additions need to be made to the original Work Plan to accommodate evolving requirements, unforeseen circumstances, or new information that arises during the scope of work's execution.

Changes to the Work Plan may not result in a change to the Agreement's budget unless a formal amendment has been approved by the DGS.

- The Contractor or F5CA who are involved in the project may identify a potential change to the Work Plan within the Scope of Work.
- The Contractor or F5CA should document the proposed change, providing a detailed description, rationale, and any supporting documentation utilizing the Work Plan Change Order Form.

<u>Change Request Submission</u>

- The Contractor or F5CA proposing the change shall submit a Work Plan Change Order Form to the project manager or designated point of contact by email.
- The Work Plan Change Order Form shall include all relevant information regarding the proposed change, such as the affected task or deliverable, the reasons for the change, and any anticipated impacts on timeline and resources.
- F5CA will review the Work Plan Change Order Form and evaluate its feasibility, impact, and alignment with the Scope of Work objectives.
  - The evaluation may involve consulting with relevant stakeholders, including the F5CA Executive Management and the Deputy Director of Communications/External Governmental Affairs project team members.
- Considerations include the complexity of the change, dependencies on other tasks or deliverables, availability of resources, and potential risks or constraints.

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Change Approval/Denial

- Based on the impact assessment, the F5CA will make a decision to approve or deny the change request.
- If approved, F5CA will proceed to the next step by approving the Work Plan Change Order Form and will send the fully signed copy of the approved Work Plan Change Order Form to the Contractor.
- If denied, F5CA will provide a clear rationale for the decision and communicate it to the Contractor in writing.
- For approved change requests, F5CA will prepare a Work Plan Change Order Form document.
- The Work Plan Change Order Form document shall include a detailed description of the change, the updated work plan, timeline adjustments and resource allocation changes.
- F5CA will obtain necessary approvals and signatures from F5CA Executive Director.
- The Contractor will facilitate and incorporate the changes into the work plan, revise tasks, reallocate resources, and adjust timelines as necessary.
- F5CA will ensure that all parties involved are informed about the change and any adjustments required.

Monitoring and Control

- F5CA will closely monitor the implementation of the approved change and assess its impact on the project.
- Any deviations from the updated work plan or potential risks arising from the change will be managed and communicated by F5CA to the Contractor.
- F5CA will ensure that the change is effectively integrated into the project's overall management and control processes.

By following this Work Plan Change Order Process, changes to the Work Plan within the Scope of Work can be properly evaluated, documented, approved, and implemented. This structured approach helps minimize disruptions, maintain project alignment with the scope, and effectively manage any adjustments required throughout the Scope of Work.

Exhibit A1
Work Plan

Exhibit A1: Work Plan

THIS IS A PLACEHOLDER PAGE.

The Work Plan submitted as part of the winning proposal will be attached to the executed Agreement.

Exhibit A2
Resumes

Exhibit A2: Resumes

THIS IS A PLACEHOLDER PAGE.

Resumes included as part of the winning bid will become part of the executed Agreement.

Exhibit A3: Accessibility Requirements

First 5 California content providers must become familiar with the standards and guidelines for achieving Web accessibility. The Contractor must apply the following principles:

Perceivable

- Provide **text alternatives** for non-text content.
- Provide **captions and other alternatives** for multimedia.
- Create content that can be **presented in different ways**, including by assistive technologies, without losing meaning.
- Make it easier for users to **see and hear content.**

Operable

- Make all functionality available from a **keyboard**.
- Give users **enough time** to read and use content.
- Do not use content that causes **seizures**.
- Help users **navigate and find content**.

Understandable

- Make text **readable and understandable**.
- Make content appear and operate in **predictable fashion.**
- Help users **avoid and correct mistakes**.

Robust

- Maximize **compatibility** with current and future user tools.

Accessibility Requirements for both written and electronic documents.

Assembly Bill 434 (Chapter 780, Statutes of 2017) amended Government Code Section § 11546.7 to require, before July 1, 2019 and biennially thereafter, the Director and Chief Information Officer of each Agency/state entity to post on the home page of the Agency/state entity’s internet website a signed certification that the Agency/state entity’s internet website is in compliance with accessibility standards outlined in Government Code Sections 7405 and 11135, as well as the Web Content Accessibility Guidelines 2.0, at a minimum Level AA success criteria.

Required Methods for Conducting Accessibility Testing

Accessibility testing is an important component of the system testing process. Accessibility testing needs to be performed initially as part of the development of the project and continuously as part of maintenance and operations. At a minimum, developers should develop and test their sites and applications using the following combination of operating systems, browsers, and assistive technologies.

Developers should test against the following operating systems and use the browser versions specified below.

<u>Operating Systems</u>
- Microsoft Windows 7 SP1 or above (Extended Support runs to 2020)
- Apple OS-X 10.7 (Mountain Lion) or above (Support ran out for Apple OS-X 10.6 and below)

<u>Internet Browsers</u> (State Template)
- Microsoft Internet Explorer 9 or higher
- Mozilla Firefox 10.0 or higher
- Google Chrome 17.0 or higher
- Apple Safari 5.0 or higher

Adaptive Technology tools to be tested should include, but are not limited to, the following:

<u>Screen Readers</u>
- Freedom Scientific JAWS 14 or above (Support for Windows 7, Internet Explorer 9)
- AiSquared Window-Eyes 8.0 or above (Support for Windows 8, Internet Explorer 10)
- NonVisual Desktop Access 15.2 or above (Support for Windows 7, Internet Explorer)
- Apple VoiceOver (Built-in screen reader for OS-X)

<u>Magnification Software</u>
- AiSquared ZoomText 10.0 or above (Support for Windows7, Internet Explorer 9)
- Freedom Scientific Magic 12 or above (Support for Windows 7, Internet Explorer

Exhibit A4
Work Plan Change Order Form

Exhibit A4: Work Plan Change Order Form

FIRST 5 CALIFORNIA

WORK PLAN
CHANGE ORDER FORM

The Work Plan Change Order Form must be submitted and approved by First 5 California Authorized Signer prior to work being performed. Changes only apply to the Work Plan.

Changes may not be made to Exhibit A, Scope of Work or budget without formal approval from the Department of General Services.

The completed form must be forwarded to the First 5 California Contract and Procurement Office once completed.

Contract #	Click or tap here to enter text.	Change Order #	Click or tap here to enter text.
Vendor Name	Click or tap here to enter text.	Date	Click or tap to enter a date.

Task #	Click or tap here to enter text.	Task Title	Click or tap here to enter text.
F5CA Contract Manager Name	Click or tap here to enter text.	F5CA Contract Manager Signature & Date	Click or tap here to enter text.

DESCRIPTION OF CHANGES

Click or tap here to enter text.

Exhibit A4
Work Plan Change Order Form

Task Duration. These changes (select one):

☐ Extend Time ☐ Shorten Time ☐ Request doesn't affect the duration.

Completion: The original date of completion is Click or tap to enter a date.

The new date for completion is Click or tap to enter a date.

Payment Schedule. These changes will adjust the budget schedule as follows:

Click or tap here to enter text.

☐ **Approved** ☐ **Denied**

X_______________________________ **First 5 California Auth. Signer**

X_______________________________ **Contractor Authorized Signer**

Exhibit B
Budget Detail and Payment Provisions
(Standard Agreement)

Exhibit B: Budget Detail and Payment Provisions

For services and deliverables satisfactorily rendered and upon receipt and approval of complete and accurate invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates and total costs as specified in Exhibit B1, Cost Sheet.

1. Invoicing and Payment

A. No payment shall be made in advance of services rendered.

B. The Contractor shall be responsible for costs incurred while making modifications to materials and deliverables that require approval by First 5 California (F5CA).

C. The Contractor is not allowed to charge profit, fees, or mark-ups on any subcontracted budget item.

D. Invoices submitted for payment shall include:

- Summary page describing what is included in the invoice
- “Bill To” name and address
- “Payable To” name and address
- Agreement number: CFF 7795
- Invoice number and date
- Period of work covered by invoice
- The Contractor’s hourly rates by classification and number of hours worked by task during the invoiced period
- Other permissible expenses identified in Exhibit B1, Cost Sheet, including equipment, travel, materials, etc.
- Calculation of withhold/retention amount, if applicable
- Subcontractor expenses, if applicable, by subcontractor and task
- Documentation including, but not limited to, timesheets for labor, receipts for other expenses, subcontractor invoices, and description of services and/or deliverables provided during invoice period

Invoices shall be submitted in duplicate, not more frequently than monthly in arrears to:

To be determined

E. Payment of any invoice will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed invoice detailing all charges and expenses. Failure to use the above-referenced information will

Exhibit B
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(Standard Agreement)

result in return of the invoice to the Contractor. Payment will be withheld until the required information is provided. All invoices must be approved by the F5CA Contract Manager prior to releasing payment.

F. The Contractor is required to mark “Final Invoice” on the last invoice to be submitted to F5CA for payment. For agreements that include one or more Disabled Veteran Business Enterprise (DVBE) subcontractors, F5CA shall withhold $10,000.00 from the final payment (or the full final payment if it is less than $10,000.00) until the Contractor submits to F5CA the DGS PD 810P certification of DVBE participation and payment (DGS PD 810P) required by Exhibit D, Special Terms and Conditions, paragraph 8. If Contractor fails to submit the DGS PD 810P certification, F5CA shall provide Contractor written Notice to Cure the failure to submit. If contractor fails to provide the certification within 30 days of the date of the Notice to Cure, F5CA shall permanently deduct $10,000.00 from the final payment (or the full final payment if it is less than $10,000.00).

G. If the final invoice is received after 90 calendar days after the termination of the Agreement or expiration of the Agreement by its own terms, the Contractor waives the right to receive any further payments under this Agreement.

H. If an invoice is disputed, the Contractor will be notified within fifteen (15) working days of receipt of the invoice. The Contractor will be informed of the reason for the dispute and the disposition of the invoice. If the invoice is corrected, the payment process will continue. However, if the invoice remains unacceptable and cannot be processed, F5CA will issue a written dispute, which will stop the clock for prompt payment, and processing will not be restarted until the corrected invoice is returned to F5CA.

2. Allowable Costs

Allowable costs for this Agreement shall be limited to those expenditures which are: (1) in conformance with the approved Agreement budget and have specific prior approval when required; and (2) for goods and services necessary to the project’s operation at the time the costs are incurred. Any expenses not meeting these criteria may be disallowed.

Allowable costs include all costs, direct and indirect, incurred in the performance of work identified in the Contractor’s proposal, if applicable and if capped as specified in the Exhibit B1, Cost Sheet of the Contractor’s proposal. Costs must be incurred within the term of the Agreement. F5CA will pay for State or local sales or use taxes on the services rendered or equipment, parts, or software supplied to F5CA pursuant to this Agreement.

Exhibit B
Budget Detail and Payment Provisions
(Standard Agreement)

3. Budget Contingency Clause

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 the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.

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 the Contractor to reflect the reduced amount.

4. Availability of Funds

The Agreement will be valid and enforceable only if sufficient funds are available in the appropriate account of the F5CA Children and Families Trust Fund with which to carry out the purposes of the Agreement. In addition, the Agreement will be subject to any additional restrictions, limitations, transfers, reductions, or conditions enacted by the Legislature, that may affect the provisions, terms, or funding of the Agreement in any manner.

The Contractor understands and agrees that the Agreement is subject to the condition that sufficient funds are available in the appropriate account of the F5CA Children and Families Trust Fund. If sufficient funds are not available in the appropriate account of the F5CA Children and Families Trust Fund due to a decrease in projected tax revenue collected pursuant to Revenue and Taxation Code section 30131.2, or restrictions, limitations, transfers, reductions, or conditions enacted by the Legislature, the Agreement shall be invalid and of no further force and effect. In this event, the State of California and/or F5CA shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under the Agreement and the Contractor shall not be obligated to perform any provisions of the Agreement. If sufficient funds are not available in the appropriate account of the F5CA Children and Families Trust Fund due to an action by the Commission to transfer funds to another account, F5CA will exercise its right to terminate this Agreement upon thirty (30) days written notice.

Exhibit B
Budget Detail and Payment Provisions
(Standard Agreement)

5. 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).

6. Taxes

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 or use tax imposed by another state.

7. Retention

In accordance with the requirements set forth in the *State Contracting Manual* (SCM), Volume 1, section 7.33.B., F5CA shall retain or withhold an amount not less than ten percent (10%) of each invoiced payment amount pending final completion of the Agreement.

If an Agreement consists of the performance of separate and distinct tasks/deliverables, then any funds retained for a particular task/deliverable may be paid upon F5CA's determination that the Contractor has satisfactorily completed said task/deliverable (Public Contract Code, section 10346).

8. Travel Reimbursement

F5CA agrees to reimburse authorized travel and per diem expenses incurred in the performance of this Agreement. The Contractor shall be reimbursed at State rates. Travel expenditures will be reimbursed at the State rate in accordance with current California Department of Human Resources (CalHR), provisions related to CalHR Rules for Excluded Employees. Travel expenditures must be itemized and submitted, coupled with receipts and expense documentation on a State of California Travel Expense Claim Form Std. 262, or an alternative form approved by F5CA.

F5CA will NOT reimburse out-of-state travel without PRIOR written authorization from the F5CA Project Representative or F5CA Project Representative designee. Any invoice submitted without the required travel expenditure documentation may be returned to the Contractor for further processing. Failure of the Contractor to provide required documentation of travel expenditures and report travel expenditures on the required form may preclude F5CA from approving and reimbursing travel expenses.

Exhibit B
Budget Detail and Payment Provisions
(Standard Agreement)

CalHR travel rate provisions and the required travel expense claim form(s) are accessible at the following Web site addresses:

- CalHR Travel Reimbursement Information
- CalHR Forms

9. Overpayment Provision

If it is determined that an overpayment has been made to the Contractor, F5CA will seek recovery immediately upon discovery of overpayment by (a) written request to the Contractor for a refund of the overpayment amount within thirty (30) days after receipt of notice; or (b) offset subsequent Contractor payments by the amount of the overpayment if Contractor repayment is not received within thirty (30) days from the notice.

10. Staff Expenses

The Contractor represents that it has or shall secure at its own expense and all staff required to perform the services described in this Agreement.

Salaries of personnel who are providing services for more than one agreement must be charged to each agreement on a proportional basis and are only allowable for the time the employee is assigned to this Agreement.

11. Budget Change or Amendment Requests

The Contractor shall submit in writing to the F5CA Project Representative or F5CA Project Representative designee any request for a budget change or budget amendment. The Contractor must receive written approval from F5CA for the budget change or amendment prior to expending funds affected by the change or amendment set forth in *State Contracting Manual* (SCM), Volume 1, section 3.09. In administration of the budget for this Agreement, the Contractor shall comply with the following budget change/amendment provisions:

A. For budget changes in one or more categories, the Contractor must submit a written request to the F5CA Project Representative. These requests shall require a formal amendment to the Agreement to be approved either by the Department of General Services (DGS) or the F5CA Project Representative, under the delegated authority approved by DGS. The Contractor must receive written

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approval for the amendment from one of the parties prior to implementing the amendment.

B. Prior written approval by the F5CA Project Representative is required before any changes in personnel can be made to this project.

C. Funds approved for expenditure in the current Fiscal Year (FY) that are not fully expended may be continuously rolled to subsequent FYs to accomplish the scope of work defined.

12. Accounting Requirements

The Contractor and all its subcontractors for this Agreement are required to maintain financial and accounting records and other documents and evidence, including but not limited to electronic versions (hereinafter “documents”) pertaining to the fulfillment of the Agreement obligations in accordance with generally accepted accounting principles and other procedures that may be specified by F5CA. The accounting system must include adequate cost accounting procedures which will provide accurate costing for contractual amendments, and for any other costs incurred which relate to payment claimed by the Contractor.

These documents must be made available to the F5CA Project Representative or F5CA Project Representative designee, upon request, during the Agreement term and any extension. These documents must be retained for three (3) years from the date of final payment of the Agreement, or for an extended time in the case of an audit or litigation as described in paragraph 13.

13. Fiscal Audits

F5CA or any duly authorized representative shall have access and the right to examine, audit, review, excerpt, and transcribe any books, documents, papers, or records of the Contractor and/or subcontractor which, in the opinion of the State, may be related or pertinent to this Agreement. Such material for each year of the Agreement must be retained for a period of three (3) years from the date of final payment of the Agreement. An exception to the three-year period is when an Agreement audit is in dispute or litigation. In those instances, the retention period for records is extended until such time the dispute or litigation is resolved.

Audits and reviews may be conducted at any time during the performance of the Agreement or during the three (3) years following the completion of the contracting period. Actual costs incurred by the Contractor for expenses should be substantiated with appropriate source documentation. It is the Contractor’s responsibility to ensure

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that all expenditures claimed, including all subcontractor expenditures, are allowable costs associated in performing the contracted services.

If the Contractor/subcontractor/independent consultant received payments that are determined to be unallowable, in addition to any other remedies F5CA may have, F5CA may withhold payments from the Contractor to recover these costs. In addition to any other remedies F5CA may have, F5CA reserves the option to collect any unallowable cost from the Contractor in monthly installments.

If disallowed or questionable costs are found, a draft report will be issued to the Contractor for review and comment. The Contractor will have thirty (30) days to submit written comments and/or supply additional source documentation to F5CA for consideration in preparing the final report. The parties hereto mutually agree that the resolution of any issues pertaining to audits shall be resolved.

Exhibit B1
Cost Sheet

Exhibit B1: Cost Sheet

(The Cost Sheet that is submitted as part of the proposal shall be incorporated into this page and included as the budget in the final Agreement.)

Component	**Upon DGS Approval - 06/30/26**	**07/01/26 - 06/30/27**	**07/01/27 - 06/30/28**	**07/01/28 - Approx. 04/30/29**	**Total**
Federal advocacy & Legislative Engagement					$
Legislative & Budget Monitoring and Analysis					$
Policy Development & Advocacy Materials					$
Strategic Policy Guidance & Reporting					$
Program Management & Administration					$
Agreement Total	$	$	$	$	$

Exhibit C
Cost Sheet

Exhibit C: General Terms and Conditions

THIS IS A PLACEHOLDER PAGE.

General Terms and Conditions (GTC 02/2025) language is hereby referenced and incorporated into this Agreement. A copy of "Exhibit C" – General Terms and Conditions (GTC 02/2025) can be found at the DGS Internet site: Standard Contract Language.

Under the standardized contract process, "Exhibit C" is not included as a paper copy in the standard agreement package. If you do not have Internet capabilities, you may request a hard copy of "Exhibit C" by contacting the Procurement Official listed in the RFP Notice.

Exhibit D
Special Terms and Conditions
(Standard Agreement)

Exhibit D: Special Terms and Conditions

1. Order of Precedence

   In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Agreement, the following order of precedence shall apply:

   A. This Agreement

   B. RFP No. CFF 7795

   C. Response to RFP No. CFF 7795

2. Evaluation of Contractor

   The performance of the Contractor under this Agreement may be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet, Std. 4 (STD 004 Form) and maintained in the Agreement file.

   For consultant agreements, a copy of the evaluation will be sent to the Department of General Services (DGS), Office of Legal Services, if it is negative and over $5,000.00.

3. Resumes

   A resume for each participant who will exercise a key role in the project is attached hereto and made a part of this Agreement (State Contracting Manual, Volume 1, section 3.02.1, A.3.). Prior approval by the First 5 California (F5CA) Contract Manager is required before any changes in such personnel may be made to this project.

4. Disabled Veteran Business Enterprise (DVBE)

   The Contractor shall fulfill his/her obligations in dispensing that portion of the Agreement amount to the DVBE's as identified in the reply to the DVBE Incentive Program. Said reply by reference is a part of this Agreement and is on file and available for review Monday through Friday between the hours of 9:00 a.m. and 3:00 p.m., Pacific Time at the contracting location.

   In the event the Agreement is amended to increase the amount, the Contractor will be required to comply with the original DVBE Incentive Program commitment for the amended amount.

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The Contractor agrees that the State or its delegate will have the right to review, obtain, and copy all records pertaining to performance of the Agreement. The Contractor agrees to provide the State or its delegate with any relevant information requested and shall permit the State or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees, 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 PCC section 10115 et seq. and Title 2, California Code of Regulations (CCR), section 1896.60 et seq., the Contractor further agrees to maintain such records for a period of three (3) years after final payment under the Agreement (Title 2, CCR, section 1896.77).

5. DVBE Participation Reports

The Contractor shall submit DVBE Participation Reports twice a year during the months of January and July for the term of the Agreement to the F5CA Contract Manager. The reports shall certify the following:

A. The total amount the prime contractor ("Contractor") received under the Agreement.

B. The name and address of the DVBE(s) that participated in the performance of the Agreement.

C. The amount each DVBE and the amount each received from the Contractor.

D. Certification that all payments under the Agreement have been made to the DVBE(s).

E. The actual percentage of DVBE participation that was achieved.

A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation as defined in Military and Veterans Code (M&VC) section 999.5(f).

6. Substitution of DVBE Subcontractors

In the event this Agreement was awarded based on a commitment to subcontract a portion of the total amount of the Agreement to a DVBE identified in the bid or offer, per M&VC section 999.5(g), the Contractor's DVBE subcontractor may replace or substitute the DVBE subcontractor only with another DVBE subcontractor. This shall require the approval of F5CA and DGS prior to commencement of subcontract services. Changes to the scope of work that impact the DVBE subcontractor(s)

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identified in the bid or offer that are approved for DVBE substitutions by F5CA will be documented by an Agreement amendment.

Failure of the Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for Agreement termination, recovery of damages under right and remedies due to the State, and penalties as outlined in M&VC section 999.9; or PCC section 10115.10.

7. Certification of Small Business (SB) and DVBE Subcontractor Payment

   Upon completion of this Agreement, the Contractor must certify, via submission of DGS PD 810P (DGS PD 810P), all of the following:

   A. The total amount the prime contractor received under the contract.

   B. The name and address of the SB(s)/DVBE(s) that participated in the performance of the Agreement.

   C. The amount and percentage of work the Contractor committed to provide each DVBE received from the prime contractor.

   D. That all payments under the Agreement have been made to the SB(s)/DVBE(s).

8. Approval by DGS

   This Agreement is of no force or effect until signed by both parties and approved by the DGS, if required. The Contractor may not commence performance until such approval has been obtained.

9. Agency Liability

   The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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10. Amendments

A. This Agreement may be amended only by mutual written consent of the parties signed by each party's authorized representative or his/her designee or successor. Amendments to the Agreement require DGS approval to be effective. No alternative or variation of the terms of this Agreement will be valid or binding unless so made and no prior oral understanding or agreement not incorporated herein is binding on any of the parties hereto.

B. This Agreement may be amended to extend for up to one year from the Agreement's original expiration date if it is determined to be in the best interest of the State. Upon signing the amendment and DGS approval, the Contractor agrees to provide services for the extended period at the rates and terms specified in the original Agreement, or any subsequent amendment.

11. Approvals

All approvals, orders for correction or disapprovals from the State shall be in writing. If the State rejects a deliverable as unacceptable, the Contractor shall make required corrections within the time frame required by the F5CA Counsel.

Failure by the Contractor to obtain the State's prior approval of the Project Plan, deliverables, or products shall not relieve the Contractor of performing the related Agreement responsibilities and providing related required deliverables or products to the State. The State shall have no liability for payment of any work, of any kind whatsoever, which the Contractor commences without the State's prior approval.

12. Assignment

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the F5CA in the form of a formal written amendment.

13. Certification Clauses

The *Contractor Certification Clauses* contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of the Agreement by this reference as if attached hereto.

14. Computer Software Copyright Compliance

By signing this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance

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of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

15. Confidentiality

A. All data and information related to F5CA operations, which are designated confidential by F5CA or developed by the Contractor and deemed confidential by F5CA, shall be properly safeguarded and protected by the Contractor from unauthorized use and disclosure. At a minimum, during non-business hours, F5CA paper and/or electronic documents, reference materials, or any materials related thereto shall be kept in a locked, secure place. All electronic data shall be password protected and secure at all times.

B. The Contractor and its employees are hereby considered agents only for confidential data purposes and will be liable under the state and federal statutes for unauthorized disclosures. In the event of subcontracting, the subcontractor and/or independent consultant, and its employees will also be considered agents only for confidential data purposes and will be held liable under said state and federal statutes.

C. The Contractor and all subcontractors and/or independent consultants shall immediately notify F5CA of any request from a third party for disclosure of any information relating to this Agreement, including, but not limited to, subpoena, deposition proceedings, public records request, court order, or other legal action. Unless the F5CA Contract Manager authorizes the disclosure of the information in writing, the contractor and all subcontractors and/or independent consultants shall use every means, to the maximum extent permitted by law and at no cost to the State, to protect the information from disclosure.

16. Conflict of Interest

It is the policy of F5CA to avoid conflicts of interest or the appearance of conflicts of interest on the part of the Contractor, subcontractors, or employees, officers, and directors of the Contractor or subcontractors. Thus, the State reserves the right to determine, at its sole discretion, whether any information received from any source indicates the existence of a conflict of interest.

A. The Contractor shall submit an economic interest statement (Fair Political Practices Commission's Form 700) from each key personnel or subcontractor whom F5CA has determined is a consultant under the Political Reform Act, and thus subject to the requirements of that Act and the F5CA Conflict of Interest Code. The determination as to who is a consultant by the F5CA Counsel shall be requested by the F5CA Contract Manager before work by the key personnel or

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subcontractor begins. The F5CA Counsel also shall determine which disclosure category in the F5CA Conflict of Interest Code is applicable.

Based on an examination of the roles and responsibilities of key personnel, the F5CA Counsel will determine which individuals are deemed "public officials" within the meaning of the Political Reform Act, and who will be asked to submit economic interest statements according to the assuming office, annual, and leaving office deadlines under the Political Reform Act.

The Contractor shall provide the attached Notice of Form 700 Filing Requirement to each of these named individuals. (See Exhibit D1.) Each of these individuals shall report all income and investments, including, but not limited to, gifts, loans, and travel payments, from any person, business entity or nonprofit corporation that engages in the design, development, implementation, research and evaluation of child development and education fields; training; website development; or in any service or product related to the performance of the Scope of Work of this Agreement. Each of these individuals also shall report any status as a director, officer, partner, trustee, employee, or holder of any position of management in any such business entity or nonprofit corporation.

The Contractor is responsible to ensure that each of these individuals timely file the Form 700 with F5CA: 1) an assuming office statement within 30 days after execution of this Agreement; 2) an annual statement by March 30 of each year; and 3) a leaving office statement no later than 30 days after the end of the individual's responsibilities under the Agreement.

B. If the State becomes aware of a known or suspected conflict of interest, the Contractor or subcontractor will be given an opportunity to submit additional information, or to resolve the conflict. A contractor or subcontractor with a suspected conflict of interest will have five (5) business days from the date of notification of the conflict by the State to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by the State and cannot be resolved to the satisfaction of the State, before or after the award of the Agreement, the conflict will be grounds for termination of the Agreement.

C. No contractor shall participate in the making of, or in any way attempt to influence, a decision in which the Contractor knows, or has reason to know, that it has a financial interest. The Contractor shall notify the F5CA Contract Manager immediately in writing if the Contractor has a potential, or actual, conflict of interest relating to this Agreement.

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

1. As applicable, failure of key personnel to complete and submit all required Form 700s within the 30-day period as required by law or respond to any request from F5CA for additional information regarding any such Form 700s.

2. The Contractor's failure to notify F5CA of a potentially disqualifying conflict of interest.

3. The determination by F5CA 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 section 87100, provided, however, that F5CA may opt to waive such breach if the Contractor replaces any such individual within two (2) business days after a determination of such financial interest.

E. No person, firm, or subsidiary thereof who has been awarded a consulting services agreement may submit a bid for, nor be awarded an agreement for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services agreement. This does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services agreement which amounts to no more than ten percent (10%) of the total monetary value of the consulting services agreement.

17. Darfur Contracting Act

PCC section 10475 et seq., the Darfur Contracting Act of 2008, establishes restrictions against contracting with vendors doing certain types of business in Sudan. The Act sets forth criteria to determine if a vendor is a "scrutinized company" and therefore ineligible to bid on or submit a proposal for State contracts. When a company submitting a bid or proposal has or within the previous three (3) years has had business activities or other operations outside the United States, they must execute a certification stating they are not a scrutinized company as defined, or demonstrate they obtained permission under the statues. (PCC sections 10478, 10477(b).) The Act includes penalties for false certifications. (PCC section 10479.)

18. Force Majeure

No damages shall be due either party due to a failure of performance occurring due to Acts of God, war, government regulations or mandates, disaster or strikes, any of which make performance impossible.

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19. Indemnification

The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting in any person, firm or corporation who may be injured or damaged by Contractor in the performance of this agreement.

20. Insurance Requirement

The Contractor hereby represents and warrants that the Contractor is currently, and shall for the duration of this Agreement, including any extension in the term, be insured against commercial property, commercial general, workers compensation, and employee dishonesty insurance. The Contractor agrees to carry a minimum coverage of $5,500,000 for commercial general liability with special form coverage and no co-insurance. Commercial general liability with a limit of no less than $1,000,000 per occurrence. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal injury, multimedia injury and all liability assumed under and insured contract. Employee dishonesty insurance must have a limit of no less than $100,000 per loss. The Contractor shall maintain statutory worker' s compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Employer's liability limits of $1,000,000 shall be required. The Contractor shall provide a waiver of subrogation in favor of the State for the workers' compensation policy. The Contractor shall be responsible for any deductibles included in the insurance policies.

The certificate of insurance must include the following provisions:

- First 5 California must be named as the “Certificate Holder” as follows:

  State of California
  First 5 California
  2399 Gateway Oaks Drive, Suite 120
  Sacramento, CA 95833

- The insurer will not cancel the insured’s coverage without thirty (30) days prior written notice to the State.

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- Place the language as stated below in the "Description" section:

  "The State of California, its officers, agents, employees, and servants are hereby named as additional insured, but only with respect to work performed for the State of California."

The Contractor agrees that the liability insurance herein provided for shall be in effect at all times during the term of this Agreement. If insurance coverage expires at any time during the term of this Agreement, the Contractor agrees to provide, at least thirty (30) calendar days before said expiration date, a new Certificate of Insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement or for a period of not less than one (1) year. New Certificates of Insurance may be subject to the approval of the DGS, Office of Risk and Insurance Management. The Contractor agrees that no work or services shall be performed prior to such approval. The State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

Such coverage(s) as referenced herein shall be a condition of F5CA's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, the Contractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by the Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State does not convey any rights or privileges to F5CA. It does, however, serve to provide the State with proof that the Contractor is insured up to the required minimums, as required by the State. F5CA and DGS reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of DGS. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State reserves the right to terminate this Agreement and seek any other remedies afforded by the laws of this State.

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.

21. Information Security Incidents

The Contractor agrees to notify the F5CA Contract Manager by email of any use or disclosure of information not provided for by this Agreement of which it becomes aware within three (3) business days of initial detection. Written reports of information security incidents shall contain information of the incident (e.g., hacking,

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virus, theft), description of the information that was comprised and classification of the information (e.g., confidential, sensitive, personal). The system or device affected by an information security incident shall be removed from operation immediately. It shall remain removed from operation until correction and mitigation measures have been applied to the satisfaction of F5CA.

22. Iran Contracting Act

PCC section 2202 et seq., the Iran Contracting Act of 2010, establishes restrictions against contracting with vendors that provide specified levels of goods or services or other investment activities, as defined, in the energy sector of Iran. The Act requires that the DGS post a list of persons determined to fall within the Act's prohibitions, and to update the list every 180 days. Agencies receiving bids or proposals or entering or renewing contracts valued at $1 million or more must obtain a certification from the vendor certifying they are not on the list and are not a financial institution extending credit to an ineligible vendor on the list. Agencies should independently check the DGS list to verify the certification. (PCC section 2204.) The Act includes certain exceptions. (PCC section 2203(c).)

23. Liability for Nonconforming Work

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of project, the State, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing the State for any additional expenses incurred to cure such defects.

24. Licenses and Permits

The Contractor shall be an individual or firm licensed to do business in California 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.

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 other remedies it may have, terminate this Agreement upon occurrence of such event.

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25. Lobbying, Political Activities, and Politicians

A. The Contractor shall not use Agreement funds for direct or indirect lobbying.

(1) Direct lobbying, for the purposes of this Agreement, is defined as any explicit attempt to promote a yes or no vote on a specific local ordinance or state or local ballot measure or federal measure that impact Californian families and children through any oral, written, or other form of communication with any member or employee of a legislative body, or any government official or employee who participates in the formulation of or decision-making regarding that specific local ordinance or ballot measure.

(2) Indirect lobbying, for the purposes of this Agreement, is defined as any oral or written communication to the general public or any segment of the general population which explicitly attempts to promote a yes or no vote on a specific local ordinance or state or local ballot measure or federal measure that impact Californian families and children by encouraging the recipients of the communication to attempt to influence a legislator or an employee of a legislative body or any other government official or employee who participates in the formulation of or decision-making regarding that local ordinance or ballot measure.

B. The Contractor shall not use Agreement funds to promote, directly or indirectly, any candidate for an elective public office.

C. The Contractor and its subcontractors shall not feature the image or voice of any elected public official or candidate for public office, nor shall the Contractor and its subcontractors directly represent the views of any elected public official or candidate for public office, in any work generated by this Agreement.

26. News Releases and Publicity

The Contractor shall not issue any news release or make any public statement to the media regarding the products or materials created pursuant to this Agreement, operational procedures of this Agreement, the meetings or decisions related to this Agreement without prior written approval of F5CA.

27. Ownership of Intellectual Property, Products, and Copyrights

A. The State shall be the owner of all rights, title, and interest in, but not limited to, the copyright to, any and all intellectual property or other products created or developed under this Agreement, whether published or produced. The copyright and other property rights to any and all products created or developed under this

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Agreement, whether published or produced, belongs to the State from the moment of creation. If the Contractor should lose its ability to service the Agreement with the State, the State shall retain the right to use said materials without further compensation to the Contractor.

B. The State retains all rights to use, reproduce, distribute, or display any products created, developed, or produced under this Agreement and any derivative products based on Agreement products, as well as all other rights, privileges, and remedies granted or reserved to a copyright owner under statutory and common-law copyright law.

C. Any time the Contractor enters into an agreement with another party in order to perform the work required under this Agreement, the Contractor shall require the agreement to include language granting the State the copyright or other intellectual property rights for any products created, developed, or produced under the agreement and ownership of any products not fixed in any tangible medium of expression. In addition, the Contractor shall require the other party to assign those rights to the State in a format prescribed by the State. For any products for which the copyright is not granted to the State, the State shall retain a royalty-free, nonexclusive, and irrevocable license throughout the world to reproduce, to prepare derivative products, to distribute copies, to perform, to display, or otherwise use, duplicate, or dispose of such products in any manner for governmental purposes and to have or permit others to do so.

D. All products distributed under the terms of this Agreement and any reproductions of products shall include a notice of copyright in a place that can be visually perceived at the direction of F5CA. This notice shall be prominently placed on products and set apart from other matter on the page or medium where it appears. The notice shall state “Copyright” or “©,” the year in which the work was created, and “First 5 California,” or other appropriate mark as directed by F5CA.

28. Potential Subcontractors and Independent Consultants

Nothing contained in this Agreement or otherwise shall create a contractual relation between the State and any subcontractors and/or independent consultants, 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/or independent consultants, 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 and/or independent consultants is an independent obligation from the State's obligation to make payments to the

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Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor and/or independent consultant.

29. Problem Escalation

The parties acknowledge and agree that certain technical and/or project-related problems or issues may arise, and that such matters shall be brought to F5CA's attention immediately. Problems or issues shall be reported in regular status reports or in-person meetings. However, there may be instances where the severity of the problem justifies escalated reporting. To this extent, the Contractor's project manager or Contractor's Project Representative shall determine the level of severity and notify the appropriate F5CA personnel as detailed below. The F5CA personnel notified and the time taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue. F5CA personnel include, but are not limited to, the following:

- First level, F5CA Project Representative
- Second level, F5CA, Director, Contracts and Procurement Office
- F5CA Counsel

30. Release of Data or Products

Except as specified in this Agreement, the Contractor shall not release or disclose any data or products created, produced, or developed pursuant to this Agreement to any person, except to the Contractor's personnel, subcontractors, attorneys, prospective vendors, the Contractor's law firms, and other companies or individuals who are necessary for, and are to be directly involved in, the development, production, and distribution of the products. Products include, but are not limited to, drafts or works in progress. The Contractor agrees to ensure that any agents, including a subcontractor, to whom it provides the data, agrees to the same restrictions and conditions that apply to the Contractor with respect to such information. The Contractor shall employ reasonable procedures to protect these products from unauthorized use and disclosure. The State retains the right to approve any procedures employed by the Contractor to comply with this provision. If the Contractor wishes to make any presentations using the data or products created, produced, or developed pursuant to this Agreement, the Contractor must first obtain the prior written consent of F5CA. Such written consent shall be requested by the Contractor no less than ten (10) business days prior to the Contractor committing to or entering into an agreement to make such a presentation.

The Contractor may not disseminate any written information, materials, or deliverables to the field, public, or any other third party without approval by F5CA.

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31. Representation of Ownership

The Contractor represents and warrants that everything created, produced, to be used, or made available to the State pursuant to this Agreement is either (a) owned solely and exclusively by the Contractor or (b) unless otherwise agreed by the parties, has been licensed in writing to the Contractor for the benefit and use of the State. The State relies upon this representation and warranty, which is a material term of this Agreement. The Contractor shall deliver to the State, immediately upon request, written documentation (a) evidencing the Contractor's exclusive ownership rights or (b) its licensed rights as set forth above.

32. Responsibilities Upon Termination

After receipt of notification of termination of this Agreement, and except as otherwise specified by the State, the Contractor shall stop work under this Agreement on the date specified in the written notice of termination. The Contractor shall do all the following:

A. Place no further orders or enter into any further subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated.

B. Assign to the State, effective on the date of termination, in the manner, and to the extent specified by the State all of the rights, titles, and interests for the Contractor under the orders and subcontracts terminated, in which case the State has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts and reduce any settlement amount determined by the amount paid for such orders or subcontracts.

C. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent the State may require. The State’s approval or ratification shall be final for the purposes of this section.

D. Upon the effective date of termination of the Agreement and payment of all items properly chargeable to the State hereunder, the Contractor shall transfer, assign, and make available to the State all property and materials belonging to the State and no extra compensation is to be paid to the Contractor for its services in connection with any such transfer or assignment.

E. Take such action as may be necessary, or as the State may specify, to protect and preserve any property related to this Agreement which is in the possession of the Contractor and in which the State has or may acquire an interest.

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33. Return or Destruction of Data

The Contractor agrees to notify F5CA within thirty (30) days of the completion of the purposes specified in this Agreement. Upon such notice, or upon expiration of the Agreement, whichever occurs sooner, F5CA will notify the Contractor to either return all data files to F5CA or its designee in an agreed-upon format, or to destroy such data. If F5CA elects to have the data returned, the Contractor agrees to return all files to F5CA or its designee within thirty (30) days of receiving notice to that effect. If F5CA elects to have the Contractor destroy the data, the Contractor agrees to certify the destruction of the files in writing within thirty (30) days of receiving notice to that effect. The Contractor agrees that no data obtained or derived pursuant to this Agreement shall be retained by Contractor when the data file(s) are returned or destroyed, unless F5CA provides Contractor with authorization in writing for the retention of such file(s). The Contractor shall ask F5CA for instructions under this section if instructions have not been received within thirty (30) days after the expiration date. Further, if F5CA elects to have the data returned, the Contractor agrees to deliver all documentation that explains the database structure, security provisions, logins, passwords, and relationships to other applications, such as a web server “front-end.” The documentation provided shall list all tools necessary to maintain and support information system deliverables provided pursuant to this Agreement. Documentation shall also explain all relationships and logic necessary to recreate the production system in a new environment.

34. Right to Terminate

The State reserves the right to terminate this Agreement subject to thirty (30) days written notice to the Contractor. The Contractor may submit a written request to terminate this Agreement only if the State should substantially fail to perform its responsibilities as provided herein.

The State also reserves the right to terminate this Agreement immediately 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.

35. Rights in Data

The Contractor and F5CA mutually agree that F5CA retains ALL ownership rights (including title and possessory rights) to the data and/or data file(s) referred to in this Agreement and the Contractor does not obtain any right, title, or interest in any of the data furnished to the Contractor pursuant to this Agreement. The Contractor represents and warrants that such data file(s) will be

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used solely for the purposes described in this Agreement. For purposes of this Agreement, data includes any and all information collected by the Contractor in the process of fulfilling the requirements of this Agreement, including but not limited to personally identifiable information such as names of participants and/or the names of participants' parents or guardians, addresses, telephone numbers, social security numbers, driver's license numbers, state identification numbers, dates of birth and/or unique identifiers.

36. Rules/Regulations

The Contractor shall observe and comply with all Federal, State, City, and County laws, rules or, regulations affecting the work. Any work done that does not comply with any laws, rules, or regulations will be remedied at the Contractor's expense.

37. Settlement of Disputes

F5CA shall be the sole judge of the acceptability of all work performed by the Contractor. Should the work performed by the Contractor fail to meet the minimum F5CA conditions, requirements or other applicable standards, specifications or guidelines, the following resolution process shall be employed:

A. The F5CA Contract Manager shall notify the Contractor in writing, within fifteen (15) business days after any acceptance problems by identifying the specific inadequacies and/or failures in the services performed by the Contractor.

B. The Contractor shall, within five (5) business days after initial problem notification in accordance with paragraph 30, Problem Escalation, respond to the F5CA Contract Manager by submitting a detailed explanation describing precisely how the identified services actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services. Failure by the Contractor to respond to the F5CA Contract Manager's initial problem notification within the required time limits may result in the immediate termination of the Agreement. In the event of such termination, F5CA shall pay all amounts due to the Contractor for all work accepted prior to termination.

C. F5CA shall, within five (5) business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If F5CA rejects the explanation and/or plan, the Contractor shall submit a revised corrective action plan within three (3) business days of notification of rejection. Failure by the Contractor to respond to the F5CA notification of rejection by submitting a revised corrective action plan within the required time limit may result in the

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immediate termination of the Agreement. In the event of such termination, F5CA shall pay all amounts due to the Contractor for all work accepted prior to termination with proper documentation.

D. F5CA shall, within three (3) business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan shall result in the immediate termination of the Agreement. In the event of such termination, F5CA shall pay all amounts due to the Contractor for all work accepted prior to termination.

E. In the event of a dispute, Contractor shall file a “Notice of Dispute” with the F5CA Counsel within ten (10) business days of discovery of a problem. Within thirty (30) calendar days, the Deputy Director or F5CA Counsel may meet with the Contractor and the F5CA Contract Manager for the purposes of resolving the dispute. The F5CA Counsel will render a decision regarding the dispute within sixty (60) calendar days of receiving Contractor’s notification of dispute. The decision of the F5CA Counsel shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

38. Stop Work

F5CA may, at any time, by written notice to the Contractor, require the Contractor to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in project schedule, misrepresentations, and the like.

A. Compliance: Upon receipt of such stop work order, the Contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.

B. Equitable Adjustment: An equitable adjustment shall be made by F5CA based upon a written request by the Contractor. Such adjustment request must be made by the Contractor within thirty (30) days from the date of the stop work order.

C. Canceling a Stop Work Order: The Contractor shall resume the work only upon receipt of written instructions from F5CA.

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39. Subcontractors, Independent Consultants, and Vendors

A. As used in this Agreement, the terms “subcontractor” and “independent consultant” shall include any individual or entity that enters into a written subcontract with the Contractor for performance of any part of this Agreement.

B. No portion of the work under this Agreement may be subcontracted by the Contractor without the express written consent of F5CA. The Contractor shall submit to the F5CA Contract Manager the final written subcontract and the subcontractor’s and/or independent consultant’s Conflict of Interest Certificate, as necessary, prior to commencing work under the subcontract. At its discretion, F5CA may approve commencement of work by a subcontractor and/or independent consultant prior to receipt of these documents, but such approval shall be contingent upon the review and approval of the final written subcontract and the subcontractor’s and/or independent consultant’s Conflict of Interest Certificate within five (5) business days of commencement of work.

   If a subcontractor’s and/or independent consultant’s final written subcontract and Conflict of Interest Certificate were included with the materials submitted by a successful bidder pursuant to a competitive bid process, no additional written approval of that subcontractor and/or independent consultant is required, absent material change in the subcontract’s terms, or the scope or nature of work to be performed by the subcontractor and/or independent consultant.

   It is the Contractor’s responsibility to promptly alert F5CA to any material changes, as described above, in any subcontractor’s and/or independent consultant’s responsibilities or subcontract.

C. No subcontract entered into by the Contractor under this Agreement shall in any way release the Contractor from any term or provision of this Agreement.

40. Tax Delinquencies Contract Ban

Public Contract Code (PCC) section 10295.4 provides that a state agency shall not enter into any contract for goods or services with 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. This prohibition applies to contracts executed on or after July 1, 2012. Franchise Tax Board (FTB) and Board of Equalization (BOE) will post and periodically update lists of the 500 largest tax delinquencies on their websites as required by law. Starting July 1, 2012, prior to executing contracts, state agencies must check the FTB and BOE lists to ensure the proposed awardee/vendor is not on either list.

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41. Timeliness

Time is of the essence in this Agreement.

42. Transfer of Ownership

Except as provided in Section 33, Return or Destruction Data upon the termination or expiration of this Agreement, the Contractor shall transfer, assign, and make available to the State, or its authorized representative, all property, data, information, and materials in the Contractor's possession or control belonging to the State. Property, data, information, and materials in electronic format (Electronic Property), such as websites, software, and databases, shall be transferred in fully functioning and/or accessible format, complete with appropriate documentation, such that F5CA will be able to reasonably access, host, and administer such Electronic Property. In the event that the Contractor has hosted such Electronic Property in a proprietary software, server, or system without F5CA's prior written approval elsewhere in this Agreement, it will, at its own expense, carry out all efforts necessary to ensure that F5CA can access, host, and administer such Electronic Property upon termination of this Agreement.

The Contractor shall also cooperate in transferring, with approval of third parties in interest, all reservations, license agreements, agreements, and arrangements with media, or others, for media space or materials in use or yet to be used and all related rights and claims, upon being duly released from such obligations.

43. Web Accessibility

A. Adherence to Specified Accessibility Requirements

The Contractor must apply the following principles for achieving universal Web accessibility:

Perceivable

- Provide **text alternatives** for non-text content.
- Provide **captions and other alternatives** for multimedia.
- Create content that can be **presented in different ways**, including by assistive technologies, without losing meaning.
- Make it easier for users to **see and hear content.**

Operable

- Make all functionality available from a **keyboard**.

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- Give users **enough time** to read and use content.
- Do not use content that causes **seizures**.
- Help users **navigate and find content**.

Understandable

- Make text **readable and understandable**.
- Make content appear and operate in **predictable fashion.**
- Help users **avoid and correct mistakes**.

Robust

- Maximize **compatibility** with current and future user tools.

B. Accessibility Requirements for both written and electronic documents.

Assembly Bill 434 (Chapter 780, Statutes of 2017) amended Government Code Section § 11546.7 to require, before July 1, 2019 and biennially thereafter, the Director and Chief Information Officer of each Agency/state entity to post on the home page of the Agency/state entity's internet website a signed certification that the Agency/state entity's internet website is in compliance with accessibility standards outlined in Government Code Sections 7405 and 11135, as well as the Web Content Accessibility Guidelines 2.0, at a minimum Level AA success criteria.

C. Required Methods for Conducting Accessibility Testing

Accessibility testing is an important component of the system testing process. Accessibility testing needs to be performed initially as part of the development of the project and continuously as part of maintenance and operations. At a minimum, developers should develop and test their sites and applications using the following combination of operating systems, browsers, and assistive technologies.

Developers should test against the following operating systems and use the browser versions specified below.

Operating Systems

- Microsoft Windows 7 SP1 or above (Extended Support runs to 2020)
- Apple OS-X 10.7 (Mountain Lion) or above (Support ran out for Apple OS-X 10.6 and below)

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Internet Browsers (State Template)

- Microsoft Internet Explorer 9 or higher
- Mozilla Firefox 10.0 or higher
- Google Chrome 17.0 or higher
- Apple Safari 5.0 or higher

Adaptive Technology tools to be tested should include, but are not limited to, the following:

Screen Readers

- Freedom Scientific JAWS 14 or above (Support for Windows 7, Internet Explorer 9)
- AiSquared Window-Eyes 8.0 or above (Support for Windows 8, Internet Explorer 10)
- NonVisual Desktop Access 15.2 or above (Support for Windows 7, Internet Explorer)
- Apple VoiceOver (Built-in screen reader for OS-X)

Magnification Software

- AiSquared ZoomText 10.0 or above (Support for Windows7, Internet Explorer 9)
- Freedom Scientific Magic 12 or above (Support for Windows 7, Internet Explorer 10

44. Loss Leader

It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. PCC § 10344(e)

45. 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. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State

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determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 (thirty) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit D1
Notice of Form 700 Filing Requirement

Exhibit D1: Notice of Form 700 Filing Requirement

You have been identified as a key personnel or subcontractor under a contract with the State of California who is deemed to be a “consultant” and “public official” within the meaning and context of the Political Reform Act at Government Code, sections 87100 *et seq.*, and the Fair Political Practices Commission (FPPC) California Code of Regulations, Title 2, §18701 (a)(2)(b). As such, you are required to file a Statement of Economic Interests Form 700 according to the following schedule:

- Upon “assuming office” or within 30 days of the execution of the contract.
- Annually, no later than March 30 of each year for the prior calendar year.
- Upon “leaving office” or within 30 days after your responsibilities under the contract are complete.

You must report all income and investments, including, but not limited to, gifts, loans, and travel payments, from any person, business entity or nonprofit corporation that engages in the design, development, implementation, research, and evaluation of child development and education fields; training; website development; or in any service or product related to the performance of the Scope of Work of this Agreement. Each of these individuals also shall report any status as a director, officer, partner, trustee, employee, or holder of any position of management in any such business entity or nonprofit corporation.

The Form 700 and instructions for completing it can be located at Form 700. General information about the Fair Political Practices Commission (FPPC) can be found at FPPC Website. Should you have questions, please call the FPPC toll free at 1-866-ASK-FPPC or 1-866-275-3772.

You must submit the form by the regulatory deadlines to:

Form 700 Filing Officer
First 5 California
2399 Gateway Oaks Drive, Suite 120
Sacramento, CA 95833

Please note that failure to submit timely the Form 700 could result in fines levied against you by the FPPC.

Exhibit D2
DVBE Activity Report Form

Exhibit D2: DVBE Activity Report Form

Prime Contractor:		DVBE Sub-Contractor:	
Contact Name:		Contact Name:	
Telephone Number:		Telephone Number:	
First 5 California Contract Number:	CFF 7795	DVBE OSDS No.:	
Report Date:		Percent Subcontracted:	
Contract Amount:		**Commitment Goal:**	

DVBE Invoice or Order Number	Date Service or Commodity Provided	Service or Commodity Provided	Invoice Amount	Date Paid
		TOTAL		

Are you reporting 90-day DVBE Activity? ☐ *Yes* ☐ *No*

Are you making a Final DVBE Activity Report? ☐ *Yes* ☐ *No*

Reporting Period: _______________ *to* _______________

What is the status of the DVBE services or commodities to be used? (i.e., have services begun, are commodities on order, etc.?)

If services or commodities have not been obtained, how and when will the commitment be achieved?

Authorized Signature: ____ *Title:* ___________________________________

Exhibit D2
DVBE Activity Report Form

Instructions for Completing the DVBE Activity Report

Contractor:

1. You are responsible for reporting your company's DVBE sub-contracting activity.
2. If the DVBE services or commodities are of an ongoing nature throughout the term of the contract, you are required to provide 90-day activity reports. If the contract term is extended reports will be required for the duration of the amended term.
3. If the DVBE services or commodities are a one-time purchase and meet the commitment goal, a single report will satisfy the reporting requirement.
4. The first report is due 90 days after the date of contract approval.
5. When the approval process of a contract extends beyond the *intended* start date of a contract, the first report will be due 90 days after final approval. For example: August 1, 2017 is the intended contract start date. The contract approval process is not completed until September 10, 2017. The first 90-day report will be due January 10, 2018.
6. Final Activity Reports are due 14 days prior to the contract expiration date.
7. Reports must be made to both the DVBE Advocate for the Agency and the program's project manager.

Completing the DVBE Activity Report Form

1. Complete both Prime Contractor and DVBE Contractor Information; provide contact names and telephone numbers.
2. Identify the contract number associated with this report.
3. Provide the DVBE contractor's Department of General Services OSDS certification number.
2. Identify the report date and the percent subcontracted to the DVBE contractor.
3. Identify the contract amount and the DVBE sub-contracting commitment goal, shown in dollars. This dollar amount will be equal to the percent of the total contract amount for which you have agreed to sub-contract with the DVBE contractor.
4. Provide the subcontracting transaction information: Identify invoice or order numbers, dates the service or commodities were provided, the type of service or commodities provided by the DVBE, the amount invoiced, and the date paid. Provide the total transaction amount(s) for this report.
5. First 5 California may request copies of paid invoices. If so, include copies of invoice(s) with submittal of this report.
6. Identify whether this report is a 90-day or final activity report. For 90-day activity reports, identify the report period.
7. Provide a status on the use of the DVBE. Are his/her services needed yet? Will services begin soon? Are the commodities on order? Are commodities needed at a later phase of the contract? If so, identify when they will be required.
8. If the DVBE has not yet been utilized, explain when and how the commitment will be achieved.
9. Provide the authorized signature and title.

Fax to both*:

- First 5 California DVBE Advocate at (916) 263-1050
- First 5 California Contract Manager

*One fax may be sent to the attention of the DVBE Advocate and the First 5 California Contract Manager.

Exhibit D3
Certification of SB and DVBE Subcontractor Payment

Exhibit D3: Certification of SB and DVBE Subcontractor Payment

As the contractor of record for the First 5 California Agreement No CFF 7795 I certify, in accordance with Government Code section 14841 and MVC section 999.5, that all payments have been made to the Small Business or DVBE firm or firms listed below for commodities or services rendered as the SB or DVBE subcontractor(s) of record pursuant to the terms and conditions of the above Agreement. I understand certification must be made to First 5 California within 60 days of receiving final payment under this Agreement. I further understand and acknowledge that falsification of this Certification may result in the imposition of civil or criminal penalties for not less than $2,500 or more than $25,000 for each violation. *Please copy this form to include as many Small Businesses or DVBE firms as necessary. Authorized signatures and information are required on each separately submitted form.*

CONTRACTOR INFORMATION

NAME OF CONTRACTOR COMPANY					
Representative's Name					
Representative's Title					
Representative's Phone	( )		Fax	( )	
FIRM ADDRESS	Street				
	City		State	Zip Code	
FIRST 5 CALIFORNIA CONTRACT NUMBER	CFF 7795				
Total Received Under this Contract	$		Final Payment Received	/ /	

Small Business-DVBE SUBCONTRACTOR INFORMATON

	SB/DVBE Subcontractor	Address Street City /State Zip Code	Amount Paid	Participation Achieved
1			$	%
2			$	%
3			$	%

PRINTED NAME	______________________	**SIGNATURE**	______________________
TITLE	______________________	**DATE**	

Exhibit E
Postconsumer-Content Certification

Exhibit E: Postconsumer-Content Certification

STATE OF CALIFORNIA
Department of Resources Recycling and Recovery
(CalRecycle)
CalRecycle 74 (Revised 01/10 for State Agencies)

Postconsumer-Content Certification

To be completed by the State agency	
State Agency:	
Purchasing Agent:	PO #:
Phone:	E-mail:

The State Agency Buy Recycled Campaign (SABRC) is a state mandated program that requires the reporting of all purchases made within 11 specified product categories. All state agencies are required to verify the recycled-content of all products purchased within each of these categories.

All businesses shall certify in writing to the contracting officer or his or her representative the minimum percentage, if not exact percentage, of postconsumer recycled-content (PCRC) material in the products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the minimum content requirements specified in law (see reverse side). The certification shall be furnished under penalty of perjury. The certification shall be provided regardless of content, even if the product contains no recycled material. A State agency may waive the certification requirement if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet website.

Contractor/Company Name____
Address____________________________________**Phone**________________

Purchase Order # RFQ # RFP # IFB # Cal Card Order #	Item #	Product or Services Description	[1]Percent Postconsumer Recycled-Content Material	[2]SABRC Product Category Code	Meets SABRC

Public Contract Code sections 12205 (a) (1), (2), (3) and (b) (1), (2), and (3)

Pursuant to Public Contract Code 12205(a)(1), I certify under penalty of perjury under the laws of the State of California that the above information is true and correct.

____
Print Name Signature Title Date

Exhibit E
Postconsumer-Content Certification

FOOTNOTES:

1. "Postconsumer recycled-content material" is defined as products that were bought, used, and recycled by consumers. For example, a newspaper that has been purchased, recycled, and used to make another product would be considered postconsumer material.
2. "Product category" refers to one of the categories listed below, into which the reportable purchase is best placed.
3. If the product does not belong in any of the product categories, enter "N/A." Common "N/A" products include wood products, natural textiles, aggregate, concrete, and electronics such as computers, TV, software on a disk or CD, and telephones.
4. Reused or refurbished products, there is no minimum content requirement. (PCC 12209 (l))

Code	Product Categories	Product Examples *Examples are inclusive but are not limited to the individual product.*	Minimum Postconsumer Content Requirement
1	Paper Products	Paper janitorial supplies, cartons, wrapping, packaging, file folders, and hanging files, building insulation and panels, corrugated boxes, tissue, and toweling.	30 percent by fiber weight postconsumer fiber.
2	Printing and Writing Papers	Copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications.	30 percent by fiber weight postconsumer fiber.
3	Mulch, Compost, and Co-compost Products	Soil amendments, erosion controls, soil toppings, ground covers, weed suppressants, and organic materials used for water conservation; yard trimmings and wood byproducts that are separated from the municipal solid waste stream or other source of organic materials such as biosolids or other comparable substitutes such as livestock, horse, or other animal manure, food residues or fish processing byproducts; mechanical breakdown of materials.	80 percent recovered material that would otherwise be normally disposed of in a landfill.
4	Glass Products	Windows, test tubes, beakers, laboratory or hospital supplies, fiberglass (insulation), reflective beads, tiles, construction blocks, desktop accessories, flat glass sheets, loose-grain abrasives, deburring media, liquid filter media, and containers.	10 percent postconsumer, by weight.
5	Lubricating Oils	Intended for use in a crankcase, transmission, engine, power steering, gearbox, differential chainsaw, transformer dielectric, fluid, cutting, hydraulic, industrial, or automobile, bus, truck, vessel, plane, train, heavy equipment, or machinery powered by an internal combustion engine.	70 percent re-refined base oil.
6a	Plastic Products	Printer or duplication cartridges, diskette, carpet, office products, plastic lumber, buckets, wastebaskets, containers, benches, tables, fencing, clothing, mats, packaging, signs, posts, binders, sheet, buckets, building products, garden hose, and trays.	10 percent postconsumer, by weight.
6b	Printer or Duplication Cartridges		a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridge after their useful life and ensure that the cartridge is recycled and comply with the definition of recycled as set forth in section PCC 12156.
7	Paint	Water-based paint, graffiti abatement, interior and exterior, and maintenance.	50 percent postconsumer paint (exceptions when 50 percent postconsumer content is not available or is restricted by a local air quality management district, then 10 percent postconsumer content may be substituted).
8	Antifreeze	Recycled antifreeze, and antifreeze containing a bittering agent or made from polypropylene or other similar non-toxic substance.	70 percent postconsumer material.
9	Tires	Truck and bus tires, and those used on fleet vehicles and passenger cars.	Retreaded: Must use an existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
10	Tire- Derived Products	Flooring, mats, wheelchair ramps, playground cover, parking bumpers, bullet traps, hoses, bumpers, truck bedliners, pads, walkways, tree ties, road surfacing, wheel chocks, rollers, traffic control products, mudflaps, and posts.	50 percent recycled used tires.
11	Metal	Staplers, paper clips, steel furniture, desks, pedestals, scissors, jacks, rebar, pipe, plumbing fixtures, chairs, ladders, file cabinets, shelving, containers, lockers, sheet metal, girders, building and construction products, bridges, braces, nails, and screws.	10 percent postconsumer material, by weight.
For additional information, please visit www.calrecycle.ca.gov/BuyRecycled/StateAgency/			

Exhibit F
Protection of Confidential and Sensitive Information

Exhibit F: Protection of Confidential and Sensitive Information

1. For purposes of this Exhibit, “Contractor” means any contractor or researcher, including a Non-State Entity contractor or researcher, receiving funds from, doing business with, conducting research for, or performing services for First 5 California (“Agency”) pursuant to a contract, purchase order, research agreement, grant or loan agreement, joint powers agreement, or other contractual vehicle (collectively “Contract”). The term “Contractor” also includes the Contractor’s officers and employees and Affiliates. For purposes of this Exhibit, the term “Affiliate” means a person or entity forming a partnership, joint venture, subcontract, sales contract, or other legal relationship with the Contractor to carry out the terms of the Agreement.

2. This Exhibit shall apply to all contractors the terms of whose Agreements with Agency require or permit access to Confidential or Sensitive Information in conducting business with Agency or performing duties under an Agreement with Agency.

3. The Contractor shall impose all the requirements of this Exhibit on all of its officers, employees, and Affiliates with access to Confidential and/or Sensitive Information.

4. For purposes of this Exhibit, “Non-State Entity” shall mean a business, organization or individual that is not a State entity, but requires access to State information assets in conducting business with the State. This definition includes, but is not limited to, researchers, vendors, consultants, and their subcontractors, officers, employees, and entities associated with federal and local governments and other states.

5. For purposes of this Exhibit, “Confidential Information” means information, the disclosure of which is restricted or prohibited by any provision of State or federal law, or which is treated as privileged or confidential under such laws. Such Confidential Information includes, but is not limited to, information that is exempt from disclosure under the California Public Records Act (Government Code [GC] sections 6250 et seq.), public social services client information described in California Welfare and Institutions code section 10850, and “personal information” about individuals as defined in California Civil Code section 1798.3 of the Information Practices Act (IPA) if the disclosure of the “personal information” is not otherwise allowed by the IPA. Such Confidential Information may also include financial, statistical, personal, technical, and other data and information relating to operation of Agency.

6. For purposes of this Exhibit, “Sensitive Information” means information that requires special precautions to protect it from unauthorized modification or deletion. Sensitive information may be either public records or Confidential

Exhibit F
Protection of Confidential and Sensitive Information

Information. Examples include statistical reports, financial reports, and logon procedures.

7. The Contractor shall take all necessary measures to protect Confidential or Sensitive Information to which it or its Affiliates gain access from unauthorized access (accidental or intentional), modification, destruction, or disclosure. These measures may include, but are not limited to, password protection of electronic data, encrypted transmission of electronic data, and secure mailing and locked storage of paper and taped copies. Such measures may also include the establishment of secure workstations and maintenance of a secure workstation access log.

   The Contractor shall also apply appropriate security patches and upgrades and keep virus software up to date on all systems on which Confidential or Sensitive Information may be used.

8. The Contractor shall ensure that all media, including electronic media, containing Confidential or Sensitive Information, to which they are given access are protected at the level of the most confidential or sensitive piece of data on the media.

9. The Contractor and Affiliate personnel allowed access to Confidential and Sensitive Information shall be limited to those persons with a demonstrable business need for such access. The Contractor shall maintain a current listing of all the Contractor and Affiliate personnel with access to Confidential and Sensitive Information.

10. The Contractor agrees to abide by all security protocols directed by Agency, as they may be modified during the term of this Agreement, that may be required by the governing IRB to safeguard any of the subject, data, or information related to this Agreement.

11. The Contractor agrees to notify Agency in writing via e-mail of any use or disclosure of information not provided for by this Agreement of which it becomes aware, within three (3) business days of initial detection. Written reports of information security incidents shall contain information on the incident (e.g., hacking, virus, theft), description of the information that was compromised and classification of the information (e.g., confidential, sensitive, personal). The system or device affected by an information security incident shall be removed from operation immediately. It shall remain removed from operation until correction and mitigation measures have been applied.

12. The Contractor shall comply with all State policies and laws regarding use of information resources and data, including, but not limited to, GC section 11019.9 and Civil Code sections 1798 et seq. regarding the collection, maintenance, and

Exhibit F
Protection of Confidential and Sensitive Information

disclosure of personal and confidential information about individuals.

13. If the Contractor obtains access to Confidential Information containing personal identifiers, such as name, social security number, address, date of birth, race/ethnicity, and gender of individuals, Contractor shall substitute non-personal identifiers as soon as possible.

14. All data, reports, information, inventions, improvements, and discoveries used, compiled, developed, processed, stored, or created by the Contractor or the Contractor's Affiliates using Confidential and/or Sensitive Information shall be treated as Confidential and/or Sensitive Information by the Contractor and the Contractor's Affiliates. No such data, reports, information, inventions, improvements, or discoveries shall be released, published, or made available to any person (except to the agency) without prior written approval from Agency.

15. The Contractor and all subcontractors shall immediately notify Agency of any request from a third party for disclosure of any information relating to this Agreement, including, but not limited to, subpoena, deposition proceedings, court order or other legal action. Unless Agency authorizes the disclosure of the information in writing, the Contractor and all subcontractors shall use every means, to the maximum extent permitted by law and at no cost to Agency, to protect the information from disclosure.

16. At or before the termination date of the Agreement, the Contractor shall either (a) destroy all Confidential and Sensitive Information in accordance with approved methods of confidential destruction; or (b) return all Confidential and Sensitive Information to Agency; or (c) if required by law to retain such information beyond the termination date of the contract, provide for Agency's review and approval a written description of (i) applicable statutory or other retention requirements; (ii) provision for confidential retention in accordance such requirements and the terms of this Exhibit and (iii) provision for eventual destruction in accordance with all applicable provisions of State and federal law using approved methods of confidential destruction.

17. The Contractor shall cooperate with Agency's Information Security Officer or his designee in carrying out the responsibilities set forth in this Exhibit.

18. Failure to adhere to these requirements may be grounds for termination of the Agreement and for imposition of civil and criminal penalties.

19. The completed Non-Disclosure Certificate(s) (Exhibit D3) is attached hereto and by this reference is incorporated herein.

Exhibit G
Confidential Information Non-Disclosure Certificate

Exhibit G: Confidential Information Non-Disclosure Certificate

I hereby certify my understanding that access to Confidential and Sensitive Information is provided to me pursuant to the terms and restrictions of the **Protection of Confidential and Sensitive Information**, **Exhibit F** of Agreement No. CFF 7795. I hereby agree to be bound by those terms and restrictions. I understand that all Confidential and Sensitive Information, as defined in the **Protection of Confidential and Sensitive Information**, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with **Exhibit F.** I acknowledge that a violation of this certificate may result in termination of the Contract and/or imposition of civil or criminal penalties.

Signed:	
Printed Name and Title of Person Signing:	
Date:	