



CALIFORNIA ACHIEVING A BETTER LIFE EXPERIENCE ACT BOARD

**Achieving a Better Life Experience (“ABLE”)
Act Board**

**Request for Proposals No. ABLE04-23
Marketing Services**

Notice to Prospective Firms

February 6, 2024

You are invited to review and respond to this Request for Proposals No. ABLE04-23 (“RFP”) for Marketing Services.

Proposals for these Services must comply with the instructions included in the RFP. The RFP includes the Sample Standard Agreement the selected firm will be expected to execute. The Agreement that will be entered into with the State of California (“State”) will include by reference the General Terms and Conditions and Contractor Certification Clauses which may be viewed and downloaded online at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. **THE GENERAL TERMS AND CONDITIONS AND ALL EXHIBITS THAT ARE A PART OF THE SAMPLE STANDARD AGREEMENT ARE NOT NEGOTIABLE.** By submitting a proposal, your firm agrees to the terms and conditions stated in this RFP. Any proposal submitted with proposed changes to the Standard Agreement’s Terms and Conditions may be considered nonresponsive and rejected by the ABLE Act Board.

All responses to this RFP must be submitted in hard copy and received by the Board no later than **12:00 p.m. Pacific Time (“PT”) on February 28, 2024**. Fax submissions will not be accepted. The ABLE Act Board does not accept any responsibility for any proposals that are not submitted to the Board by the indicated deadline. All proposals must be mailed or delivered to:

**ABLE Act Board
901 P Street, Suite 413
Sacramento, CA 95814
Attention: Anne Osborne, Deputy Executive Director**

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Independent Living Council

**DEPUTY EXECUTIVE DIRECTOR
ANNE OSBORNE**

In the opinion of the ABLE Act Board, this RFP is complete and without need of explanation. However, if you have questions or should you need any clarifying information, contact staff by email at calable@treasurer.ca.gov. All questions must be submitted by **email by 12:00 p.m. PT on February 13, 2024.**

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum to this RFP.

PLEASE CAREFULLY READ THE RFP AND FOLLOW THE INSTRUCTIONS.

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1. PURPOSE AND DESCRIPTION OF SERVICES

1.1 Scope Overview

The California Achieving a Better Life Experience Act Board (“CalABLE Act Board”, “Board”, or the “State”) is the administrator of California’s 529A Qualified ABLE Program as defined in Welfare and Institutions Code section 4875(k) (“CalABLE Program” or “Program”), and the State agency responsible for the effective and efficient administration of the California ABLE Program Trust (“Trust”).

A qualified marketing services firm is needed to provide the Board with assistance with the development of marketing, communications and public relations services, including drafting a marketing plan to assist with the promotion of the Program; and provide the Board with program branding, design, and assistance with the planning of program related activities. The goal of obtaining these services is to increase the awareness and new funded accounts of the CalABLE Program in California and nationally through marketing, branding, and outreach activities. These activities include a range of marketing approaches designed to educate and raise awareness among targeted consumer groups, including but not limited to adult individuals with disabilities, parents of disabled children and their families, service providers for individuals with disabilities, disability centric publications and media services of the Program, and ensure increased new funded accounts in Fiscal Years 2024-25, 2025-26, 2026-27, and if amended FY 2027-28 and 2028-29 to be measured both quantitatively through enrollment in the program and qualitatively through education and outreach activities.

The marketing services firm will work at the direction of the Board through the delegated authority to the Deputy Executive Director to ensure that critical components of the Program are integrated into a comprehensive marketing/outreach effort, consisting of strategic marketing goals and approximately 30,000 participants enrolled in funded accounts by June 30, 2027. More information about the Board and the CalABLE Program can be found online at www.treasurer.ca.gov/able. The contract will be implemented in July 2024.

1.2 Sample Standard Agreement

This Request for Proposals No. ABLE04-23 (“RFP”) includes a Sample Standard Agreement for each Firm’s review. The Sample Standard Agreement contains the language that the Board expects to utilize for this contract. All terms and conditions noted in the Standard Agreement are not negotiable. Proposals that do not accept all items included in the Standard Agreement will be deemed non-responsive and excluded from evaluation.

1.3 Background

The California Legislature authorized creation of the Board, Program, and Trust in 2015 (Welfare and Institutions Code section 4875 et seq. (“Act”)), intending it to be a qualified ABLE program as defined in Section 529A of the Internal Revenue Code of 1986, as amended (“IRC”). The Act authorizes Trust investments for a beneficiary’s savings for qualified disability expenses. The Board was established to administer the State’s qualified ABLE program.

The Board is the State entity responsible for effective and efficient administration of the Trust. The seven-member Board expects to meet quarterly. Meetings are held in accordance with the California Bagley-Keene Open Meeting Act and will generally be held in Sacramento, California, at the State Treasurer’s Office, 901 P Street, but may also be held at other locations.

CalABLE launched in 2018 and is now one of the largest independent ABLE Plans in the nation. As of December 31, 2023, CalABLE had 10,068 accounts and over \$127,000,000 in assets under management. The Program’s average account balance, as of December 31, 2023, is \$11,040.

1.4. Scope of Work

Under the supervision and direction of the Board and its Staff, the marketing services firm will assist the Board in the design and implementation of a marketing plan for education, enrollment and outreach efforts in the state and on a national level. The marketing services firm will assist the Board in the design, publishing, and implementation of marketing and outreach services for the Program as outlined in the Scope of Work (“SOW”) of this RFP. The marketing services firm will furnish all necessary personnel, office space, equipment, materials, services, transportation, and other necessary resources to perform the work described herein in a professional manner:

- a) Client Service and Assigned Personnel
 - i. The Contractor will designate a dedicated key personnel team to serve the Board.
 - ii. The Contractor will have check-in meetings with CalABLE team on a weekly basis.
 - iii. The Contractor will ensure that the quality and availability of all personnel assigned to perform services under the Agreement will be maintained over the term of the Agreement. Replacements must have substantially the same or better qualifications and experience than the original personnel.
 - iv. The Contractor must notify the Board of any changes to assigned personnel as they occur. Such changes include re-assignments, resignations,

terminations, additions or other changes to the employment status or composition of the professionals assigned to the team.

- v. The Contractor must attend Board meetings when notified by the Board or be represented at all Board meetings (currently held quarterly) unless otherwise notified by the Board Chair or their designee and provide quarterly Program-related reports as requested by the Board or Program Staff.
- vi. The Contractor must also respond to the need for telephone consultation within a 24-hour period and be available at minimum to the Board with no greater than 10 days' notice and Program Staff between the hours of 8 a.m. to 5 p.m. PT.

b) General Compliance

- i. The Contractor will provide work product and materials that demonstrate cultural competence and are designed in compliance with the Americans with Disabilities Act ("ADA"), [Sections 7405](#) and [11135](#) of the [California Government Code, Web Content Accessibility Guidelines 2.1](#) including future updates ("WCAG") for people with disabilities, and "People First" language but are not limited to: PowerPoint presentations, program branding, multi-language survey tools, and special event materials.
- ii. All services (other than those provided by remote workers) shall be performed at the offices of the Contractor, appropriate affiliates, subsidiaries and subcontractors. The Contractor, affiliates, subsidiaries and subcontractors must provide services in compliance with all federal and State laws and regulations.

c) Marketing Services

- i. The Contractor must work with the Board and Deputy Executive Director, the 529A Program/Plan Manager (Vestwell State Savings, LLC), the Communications Office of the California State Treasurer's Office, and the Board's other contractor(s) at the Board's request, to develop an annual Marketing Plan that describes targeted education and outreach campaigns to ensure enrollment numbers meet the expectation of approximately 30,000 participants enrolled in funded accounts by June 30, 2027.
- ii. Work with the Board and Deputy Executive Director, the Program Manager (Vestwell), the Communications Office of the California State Treasurer's Office, and the Board's other contractor(s) at the Board's request, to design and implement cost-effective marketing campaigns that use existing networks. These campaigns should be strategically designed to reach target communities identified by the Board. These campaigns may include, but are not limited to, print, video, broadcast, digital, online, social media, and email promotional vehicles, as well as community outreach activities. The Contractor must monitor and report to the Board on the effectiveness and/or shortcomings associated with each campaign activity.

- iii. Each marketing campaign must include a work plan, marketing methodologies, concept development, outreach strategies, timeline for development and implementation, benefit to the overall Program mission, and an estimate budget within the constraints of the Board. Marketing budgets will not carry over into the following fiscal year and direct costs shall be spent proportionately within each quarter or according to the marketing campaign.
- iv. The Contractor must assist with coordinating efforts with the Board, Executive Director, and staff to interested community groups, consumer advisory groups, and other impacted parties to design materials with specialized messaging and translated materials for different target groups.
- v. The Contractor must work collaboratively with the Board and Executive Director, the Program Manager, the Communications Office of the California State Treasurer's Office, and the Board's other contractor(s) at the Board's request, to develop and implement a marketing and public relations program in California and on a national scale that focuses on CalABLE's eligible population. This would also include efforts to reach non-English speaking populations.
- vi. The Contractor must work to shape and project the image of the Program as a viable financial savings tool for people with disabilities in the state and nationally.
- vii. Identify and develop financial literacy educational materials that promote opening a CalABLE account to gain future financial independence.
- viii. The Contractor must work collaboratively with the Board and Executive Director, the Program Manager, the Communications Office of the California State Treasurer's Office, and the Board's other contractor(s) at the Board's request, to develop and implement a biannual Ambassador campaign with current CalABLE account holders. The 2024 Ambassador campaign is scheduled to release in March 2024.
- ix. Identify and develop an awareness campaign using influencers to promote CalABLE.
- x. The Contractor shall be responsible for producing promotional videos for CalABLE Ambassadors campaign and influencers.
- xi. Provide work product and materials built around consistent messaging in the various promotional vehicles to drive stakeholder engagement through Program information-sharing.

- xii. Assist and advise Board staff on maintaining brand consistency in the production of newsletters and program updates for public consumption across various media channels, including internet and email, social media, and other channels with proven history of reaching the targeted audiences.
- xiii. Identify and develop effective marketing materials that promote collaboration with disability groups nationally, statewide, and locally by building on existing programs with shared consumer interests to support the recruitment and retention of Program participants.

d) Measurable Outcomes

- i. The marketing conversions should support the enrollment strategy and will be measured on a bi-annual basis.
- ii. Prepare weekly reports on paid advertising or media. This should include the number of impressions, clicks, google search results and reach.
- iii. Prepare Quarterly reports which include the number of impressions and funded accounts to the Board and the Executive Director, detailing whether or not the campaign was effective, and any lessons learned to apply to future campaigns.
- iv. Marketing campaigns should be designed to achieve the estimated enrollment numbers outlined below.

Estimated New Enrollments Ranges	
Year 1	6,000 – 8,000
Year 2	8,000 – 10,000
Year 3	10,000 – 12,000
Total	24,000 – 30,000
Each renewal year, if any	10,000 – 12,000

- v. Marketing campaigns not reaching the desired outcomes will be evaluated and a new strategy will be implemented.

e) State Seed Funding Optional Program

- i. CalABLE shall have the right to request the selected Contractor to add a seed funding marketing campaign in addition to the Services defined above. CalABLE will provide the Contractor with a 30-day notice of its intent to develop a seed funding marketing campaign. The seed funding campaign shall not exceed one (1) year or until the funds are exhausted, whichever

occurs first. At the request of the Board, these optional marketing services may include the following:

A. Create a seed funding marketing campaign with a budget allocation determined by the legislature. The Seed Funding marketing campaign must include a work plan, concept development, outreach strategies and a deliverable schedule based on one (1) year funding allocation and monetary incentives for new account holders determined by CalABLE.

- Identify suitable influencer(s) that help with promoting the Seed Funding campaign.
- Create Seed Funding promotional materials, including paid media ads and social media content.
- The campaign might emphasize activities such as creating awareness and attracting new account holders.

1.5 Term of Agreement

The term of the Agreement entered into pursuant to this RFP, if any, will be for a three-year period beginning July 1, 2024, through June 30, 2027, services shall not exceed \$915,000.00 (\$305,000.00 per year). At the Board's sole discretion, there will be an option to extend this agreement up to two (2), one (1) year extensions for an additional \$305,000.00, for each possible term not to exceed five (5) years.

Additionally, CalABLE will provide the Contractor with a 30-day notice to amend the agreement to add a Seed Funding Marketing Campaign. Exercise of an amendment to add the Marketing Campaign may occur independently and is not conditioned upon CalABLE's exercise of the optional one-year extensions mentioned above.

The Agreement will require approval by the Department of General Services ("DGS"). In no event shall services be performed prior to approval by DGS.

2. MINIMUM QUALIFICATIONS FOR FIRMS

Each Firm must complete Attachment 5 certifying that it meets the following minimum qualifications. If the Firm's proposal includes subcontractors, all subcontractors must also establish compliance with all minimum qualifications except subsection (a) below.

- a) Firm must have a minimum of three (3) years of experience designing, producing, and implementing marketing communication services and outreach to the disability consumer demographics.
- b) Firm must be willing to tailor marketing campaigns to hard-to-reach target audiences, including individuals with disabilities, their families, and support organizations.

- c) Firm may not currently or during the term of the Agreement executed pursuant to this RFP have a contractual or other business relationship with the Board's ABLE consultant or with its investment consultant or with its program/plan manager.
- d) Firm must be qualified to do business in the State of California and must provide either (i) evidence of registration from the California Secretary of State or (ii) certification that no impediments to registration exist.
- e) Firm, either on its own or in conjunction with subcontractor(s), must provide all of the services detailed under Sections 1.4(a)-(e) of the Scope of Work.

Desirable Qualifications

- a) Firm has a minimum of five (5) years of experience designing, producing, and implementing marketing communication services and outreach to the disability consumer demographics.
- b) Experienced staff or subcontractors who employ people with disabilities.

3. PROPOSAL REQUIREMENTS AND INFORMATION

3.1 Schedule (Key Action Dates)

All Proposers are hereby advised of the following schedule and will be expected to adhere to the required dates and times (all times listed are Pacific Time (PT)).

Date	Action
Tuesday, February 6, 2024	RFP Available to Prospective Firms
Tuesday, February 13, 2024, at 12:00 pm	Deadline to Submit any Written Questions
Thursday, February 15, 2024	Answers to Written Questions Distributed
Wednesday, February 28, 2024, at 12:00 pm	Deadline to Submit Proposals
February 29, 2024 – March 7, 2024	Evaluation of Proposals
March 8, 2024 – March 17 2024	Possible Finalist Interviews
March 18, 2024	Notice of Intent to Award Contract
July 1, 2024	Commencement of Contract (pending Board and DGS approval)

The Board reserves the right to change the above dates and times, and, if so, CalABLE may modify this RFP prior to the date fixed for submission of proposals by the issuance of an addendum. CalABLE will also provide post updates online at www.treasurer.ca.gov/able and <https://caleprocure.ca.gov/pages/index.aspx>. CalABLE reserves the right to reject all proposals and not award an Agreement.

3.2 Questions and Answers

In the opinion of the Board, this RFP is complete and needs no further explanation. However, if you have questions, or should you need any clarifying information, you may submit written questions no later than 12:00 p.m. PT on February 13, 2024 by email to calable@treasurer.ca.gov.

Answers to all written questions received by 12:00 p.m. PT on February 13, 2024 will be available online at www.treasurer.ca.gov/able and on Cal eProcure at <https://caleprocure.ca.gov/pages/index.aspx> by close of business on February 15, 2024.

3.3 Content and Format of Proposals

- a) Proposals should provide straightforward and concise descriptions of the Firm's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate, answer the questions in numerical order, use 12-point font, have 1-inch margins, and be single spaced. The proposal's maximum page number is 50 pages, excluding resumes and attachments. Electronic submissions, inaccuracies, or misstatements may be cause for rejection of a proposal.
- b) In preparing Proposals, Firms should:
 - i. Include a cover letter with the following items:
 - A. The name, address, email, and phone numbers of the principal contact responsible for the oversight of the Agreement. Indicate the availability of this person for meetings with the Board.
 - B. The name, address, email, and phone numbers of the project representative who will be available to the Board on a day-to-day basis during the term of the Agreement.
 - C. The name, address, email, and phone numbers, and name of a key contact at each partner and subcontractor.
 - ii. List responses to each Question in Sections 3.3.1–3.3.4 in the same order as listed in this RFP. Questions should be answered for each relevant partner or subcontractor to the extent applicable.
- c) Questions in this Section are intended to demonstrate the Firm's qualifications. Points will be awarded for the Firm's response(s) to each question. The allocation of points is defined in Section 3.5 of this RFP entitled "Evaluation Process."

3.3.1 Background, Organization, and Personnel, (Maximum 20 Points)

- a) Provide an overview of the Firm including mission statement and vision statement, and number of years of experience providing consultation. How does the Firm's mission statement and vision statement align with CalABLE's mission statement?
- b) Provide a brief history of the Firm. Describe the organizational structure and explain how this structure will be used to perform the requirements of this contract. Explain the advantages of this structure.
- c) Identify the personnel who will be providing the services if awarded the contract, including years and type of experience for each person. Experience should include number of years at the current firm as well as all prior relevant employment. Please also include staff of subcontractors, if any. The contractor is expected to ensure that the quality and availability of personnel assigned to perform services under the contract will be maintained over the term of the contract. Replacements must have substantially the same or better qualifications and experience than the original personnel. Any change in assigned personnel must be pre-approved by the Board.
- d) Identify the role each person will serve in the contract and his/her title. (Attachment 16)
 - i. Provide detailed resumes (Attachment 16) for the individuals that will be directly involved in providing the services under the contract including any proposed subcontractors and their employees, if any.
 - ii. Indicate who will have ultimate responsibility for this contract. Indicate the availability of this person for live or telephone meetings with the Board. Describe the Firm's backup procedures if the primary person assigned to this account leaves the firm or is otherwise unavailable.
- e) Provide a narrative of the Firm's desirable qualifications (if applicable)

3.3.2 Experience/Expertise in Marketing Services (Maximum of forty (40) points)

- a) Describe the Firm's experience in providing marketing and communications services to boards or other types of governmental bodies/entities. Include the names of the boards/entities and the size of the programs the Firm provided services for.
- b) CalABLE is currently the fourth largest ABLE program in the nation. What special expertise does the Firm bring to make CalABLE the largest ABLE program in the 529A marketplace?
- c) Using CalABLE's updated marketing materials, website, account holder data and demographics, describe how the Firm would use this information to create a

marketing campaign to reach an enrollment growth of 30,000 new funded accounts by June 30, 2027.

- d) Provide a list of proposed deliverables to achieve the enrollment growth and increasing overall awareness of CalABLE plan. Using the table below, specify, the anticipated number of enrollments for each year.

Deliverables Examples:
Digital Marketing
Influencers
Paid Media
Email marketing campaign / promotional emails
Data-driven insights / reports and analytics

Estimated New Funded Accounts Ranges	
Year 1	
Year 2	
Year 3	
Total	
Each renewal year, if any	

- e) Describe any ways in which you would propose to work with national and California-based disability advocacy and service provider groups to reach eligible individuals and their family members to promote CalABLE awareness and participation.
- f) Describe the Firm’s ability to perform every item in the SOW. List any items the Firm would not be able to provide and if Firm would subcontract these items.
- g) Describe the Firm’s ability to assist the Board in developing and implementing the CalABLE Program marketing and communications plan. Describe the Firm’s ability and commitment to make the resources available to avoid any resource constraints against competing client priorities or engagements.
- h) Describe the Firm’s experience interacting with, and preparing materials for: people with disabilities, non-English speakers, and people of varying cultural and ethnic identities.
- i) Preference will be given to firms with minimum of 3 years’ experience marketing to communities of people with disabilities.
- j) Share specific examples or ways the Firm has, in the past, tailored marketing campaigns to hard-to-reach audiences, especially people with disabilities.

- k) Provide a portfolio with samples of print materials (e.g., brochures, direct mail pieces, posters, customer survey forms), non-print materials (e.g., broadcast media such as online, digital, social media, Internet, TV and radio), and any other materials that provide examples of the firm’s design abilities and experience with public sector campaigns. This portfolio must include two recent examples of marketing, branding, and outreach activities developed by the Firm that represents persons with disabilities.
- l) Please provide an outline for an optional Seed Funding marketing campaign if an allocation was approved by legislature.

3.3.3 Marketing Campaigns (Maximum of 5 Points)

- a) Using the table below, provide up to three examples of recent similar marketing campaigns you have completed. Duplicate the table, if applicable.

Marketing Campaign [#1]	
Name of client/program	
Contact information for client reference who can speak to your marketing campaign	
Description of Campaign (100 words max.)	
Number of impressions	
Number of conversions (if applicable)	
Month/year of campaign	
Time it took to complete campaign	
Was campaign successful? Why or why not?	

- b) Confirm your ability to grow CalABLE by 30,000 new funded accounts by June 30, 2027. Do you foresee any issues that would potentially impact your ability to meet this deadline?

3.3.4 References (Maximum of 5 Points)

- a) Using the format in Attachment 4, provide the name, address, telephone number, contact name, and title for five (5) firms you have served within the last five years, including a minimum of two (2) references from State Agencies. Provide three (3) references for any subcontractors you plan to use. Identify the individuals at Bidder’s Firm who were responsible for providing marketing services to these

clients/entities. **Submission of Attachment 4 is mandatory.** Proposals that fail to submit Attachment 4 shall be considered nonresponsive and rejected.

3.3.5 Cost Proposal (Maximum of 30 Points)

Use Attachment 3 (Cost Proposal) as a guide in completing your cost proposal for each year of the contract term (including the optional extension year), which will be a full and final estimate. **The Board expects the total amount of the contract not to exceed \$1,525,000.00 for this potential five-year contract.** Review this section and the calculations in your Cost Proposal carefully. Mathematical errors may be corrected by the Board. **Do not make any modifications to the Cost Proposal form.**

a) The cost proposal shall:

- i. Follow the template outlined in Attachment 3
- ii. Identify and include an hourly rate for each level of staff who will be assigned to work on the services outlined in this RFP. The hourly rates identified will be utilized in the contract awarded to the winning bidder for reimbursement for services performed. All-inclusive flat fees and/or retainer fees will not be accepted for consideration.
- iii. Include hourly staff cost for Seed Funding marketing campaign, if any, associated with your response to question (3.3.2 (I)).

Travel costs are capped at \$10,000.00 per year. The rates for travel costs shall be set in accordance with the California Department of Human Resources (CalHR) rates for comparable classes and no travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Board.

3.4 Submission of Proposal

- a) All proposals must be submitted in hard copy under sealed cover and received by the Board by **12:00 p.m. (PT) on February 28, 2024. Proposals received after this date and time will not be considered.** Proposals received by fax or email will be rejected.
- b) One (1) original, two (2) copies, and one (1) digital copy of the proposal must be mailed or delivered to the following address:

**ABLE Act Board
Attention: Anne Osborne, Deputy Executive Director
901P Street, Suite 413
Sacramento, California 95814**

- c) The original proposal must be marked "**ORIGINAL COPY.**" All documents contained in the original proposal package must have **original signatures** and must be signed by a person who is authorized to bind the Firm. The digital copy of the proposal must be submitted via disc or USB as a non-encrypted pdf file. The digital copy must also include: (i) a separate Microsoft Word file containing the Firm's Cost Proposal (Attachment 3 to this RFP), and (ii) a separate Microsoft Word file containing any resumes (Attachment 16 to this RFP) submitted with the Firm's proposal. Proposals received by fax or email will be rejected.
- d) The proposal envelopes must be plainly marked with the RFP number and title, Firm's name and address, and "**DO NOT OPEN,**" as shown in the following example:

Request for Proposals No. ABLE04-23
Marketing Services
Firm Name
Firm Address
Contact Person and Phone Number
"DO NOT OPEN"

- e) If the proposal is made under a fictitious name or business title, Firm's actual legal name must be provided.
- f) Proposals not submitted under sealed cover and marked as indicated may be rejected.
- g) Proposals that omit the Minimum Qualifications Certification that is included as Attachment 5 will not be considered.
- h) Proposals shall include each of the Attachments (if applicable) on the **Required Attachment Check List in Section 6**. Proposals that do not comply with the requirements of the RFP shall be deemed nonresponsive. A nonresponsive proposal is one that does not meet the basic proposal requirements and may be rejected.
- i) The Board reserves the right to reject all proposals and not to award an Agreement pursuant to this RFP.
- j) Proposals must be submitted for the performance of all the services described in Section 1.4, Scope of Work, subsections (a)-(e). Any deviation from the work specifications will not be considered and may cause a proposal to be rejected.
- k) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The Board may reject any or all proposals and may waive any immaterial deviation in a proposal. The Board's

waiver of immaterial defects shall in no way modify the RFP document or excuse the Firm from full compliance with all requirements if awarded the Agreement.

- l) The Firm is solely responsible for the costs of developing proposals and costs incurred in anticipation of award of the Agreement. Those costs shall not be charged to the Board.
- m) An individual who is authorized to bind the proposing Firm contractually shall sign Attachment 2, the Proposal/Firm Certification Sheet. The signature must indicate the title or position that the individual holds in the Firm. An unsigned proposal may be rejected.
- n) A Firm may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Schedule (Key Action Dates) in Section 3.1 of this RFP. The submission of a new proposal must comply with the requirements in this section. Proposal modifications offered in any other manner, oral or written, will not be considered.
- o) A Firm may withdraw its proposal by submitting a written withdrawal request to the Board, signed by the Firm or an agent authorized in accordance with subsection (m) above. A Firm may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to the proposal submission deadline.
- p) The Board may modify this RFP prior to the date fixed for the submission of proposals by the issuance of an addendum to all potential Proposers providing contact information, including an email address and phone number. The contact information should be provided to Anne Osborne at calable@treasurer.ca.gov by February 15, 2024, when the Board will provide answers to any questions submitted in accordance with Section 3.2 of this RFP.
- q) Upon the announcement and release of this RFP and until selection of the winning Proposal (and notice of intent to award the Agreement), Proposers are not permitted to communicate with the Board, its Staff, or its Consultants with respect to the RFP except in connection with the process and procedures related to the RFP. Any allowable communication must be directed to CalABLE at calable@treasurer.ca.gov.
- r) Firms are cautioned not to rely on the Board to discover and report to Firms any defects and/or errors in the submitted documents. Before submitting proposals, Firms should carefully review, correct all errors, and confirm compliance with all the RFP requirements.

- s) More than one proposal from any firm, organization, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Firm has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that Firm. If there is reason for believing that collusion exists among Firms, none of the participants in that collusion will be considered in this or future procurements.
- t) Where applicable, Firms should carefully examine work sites and specifications. Additions or increases to the Agreement amount shall not be made due to a lack of careful examination of work sites and specifications.
- u) Oral understanding or agreement shall not be binding on either party.

3.5 Evaluation Process

- a) All proposals will be reviewed by an Evaluation Committee. The initial review of the proposals will confirm that all information has been submitted in conformity with the requirements of this RFP. The absence of required information will cause a proposal to be deemed nonresponsive and may result in the proposal's disqualification. Proposals that do not accept the Terms and Conditions contained in the Standard Agreement may be considered nonresponsive and rejected by the Board. Responsive proposals will be scored according to criteria herein.
- b) The evaluation committee will allot points for each scored category of the RFP, up to 110 points. The scoring will be done in two phases. The first phase will be worth 100 points, with all items being scored with the exception of the Interview portion. In this first phase a minimum score of 85 out of 100 is required to be eligible for the second phase, the Interview. The Proposers with the top three highest scoring proposals after the first phase is completed may be contacted for an interview.
- c) Optional Interview (maximum of 7 additional points)

Answers provided to questions during the interview will be the basis for awarding up to 7 points. Only Proposers with the top three highest scoring proposals, scoring a minimum of 85 points in the first phase of the evaluation process, may be interviewed. CalABLE reserves the right to not conduct interviews if deemed unnecessary to the selection of a Marketing Services (e.g., only one proposal scored a minimum of 85 points in the first phase).

- d) Proposers' second phase score will be added to the first phase score, and the responsive and responsible proposal earning the highest total score will be announced as the winner. The weighting of the Cost Proposal evaluation will be adjusted to 33 points if an interview is granted, to retain the necessary 30-percent weighting margin for cost.

The scored categories and the corresponding weighting of each scored category is as follows:

Evaluation Criteria	Weighting
Background, Organization and Personnel	20 points
Experience/Expertise in Marketing Services	40 points
Marketing Campaign	5 points
References	5 Points
Cost Proposal	30 points [33 points if interviews are held]
Total	100 points
Optional Interview	Additional 7 points
Total Possible Points	110 points

- e) The following point scale will be used to score the responses to each scored category except with regard to cost.

Percent of Maximum Score Allotted to Particular Weighted Criterion

- 100% Excellent response backed by demonstrated ability.
85% Good response backed by demonstrated ability.
75% Fair response backed by demonstrated ability.
60% Poor response.
0% Response does not demonstrate ability.

- f) Cost Proposal / Evaluation Formula

Lowest cost proposal, based on the estimated Total Cost Proposal for Contract Term from Attachment 3, is awarded the maximum cost points. Other proposals are awarded cost points based on the following calculation:

Question	Costs Proposal	Maximum Points
(1)	Total Cost Proposal for five (5) years	25
(2)	Optional Seed Funding Staff Costs	5

The proposal with the lowest Cost Proposal shall be awarded a maximum 25 points for Question (1). Other proposals shall be awarded points based on the following calculation:

- $(\text{Lowest Firm's Cost Proposal}) / (\text{Other Firm's Cost Proposal}) = (\text{Factor})$
- $\text{Cost Points awarded to Other Firm} = (\text{Factor}) \times (\text{Maximum Points})$

EXAMPLE:

- A maximum of 25 points is available for Question (a). The Firm with the lowest Cost Proposal receives the maximum 25 points.
- Lowest Firm's Cost Proposal= \$700,000.00
- Other Firm's Cost Proposal= \$915,000.00
- $(\text{Lowest Firm's Cost Proposal} / \text{Other Firm's Cost Proposal}) = \$700,000.00 / \$915,000.00 = 0.77$
- Points awarded to Other Firm = 0.77×25 maximum points = 19.25 points

The proposal with the lowest optional hourly staff costs for Seed Funding marketing campaign shall be awarded a maximum 5 points for Question (2). The hourly staff costs will be evaluated based on a blended hourly rate that will be an average of the hourly rate for all professionals expected to provide services under this anticipated contract (Partner, Managing Directors, Associate, etc.), not including support services or for training of staff.

The Firm with the lowest optional hourly staff costs for Seed Funding Campaign shall be awarded the maximum 5 points. Other proposals shall be awarded points based on the above calculation (see example above).

The Total Cost Proposal will be determined by adding **(1) Cost Proposal and (2) optional hourly staff costs for Seed Funding marketing campaign.**

Proposals submitted with a cost proposal that fails to meet any of the specified requirements outlined above, or in a form other than as provided for in Attachment 3, will be considered non-responsive and rejected.

- g) Tiebreaker – In the event two (2) or more responsive and responsible proposers earn the highest score, the contract will be awarded to the responsive and responsible firm earning the higher score for cost. If the scores for cost are the same, the contract will be awarded to the responsive and responsible firm earning the higher score in Qualifications and Experience.
- h) Proposals that contain false or misleading statements, or that provide references that do not support an attribute or condition claimed by the Firm, may be rejected. If, in the opinion of the Board, that information was intended to mislead the Board in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.
- i) The contract will be awarded to the responsible and responsive proposal with the highest total score.

j) The Board is not required to award an Agreement.

3.6 Award and Protest

Notice of the proposed will be posted in a public place in the office of the California ABLE Act Board located at 901 P Street, Sacramento, CA 95814 and will be posted online at www.treasurer.ca.gov/able five (5) working days prior to awarding the Agreement.

If any proposing company, prior to the award of the Agreement, files a protest with ABLE and the Department of General Services (DGS) on the grounds that their company would have been awarded an Agreement had ABLE correctly applied the evaluation standard in Section C.4 of the RFP, or had ABLE followed the evaluation and scoring methods in Section 3.5 of the RFP, the Agreement shall not be awarded until either the protest has been withdrawn or DGS has made a decision on the matter.

An initial written statement of protest, including the RFP Number, the name of the State Agency, and the contact person listed within the RFP, should be submitted to:

State Treasurer's Office
California ABLE Act Board
Attention: Deputy Executive Director
901 P Street, Suite 413
Sacramento, CA 95814
Email Address:
calbale@treasurer.ca.gov

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

If submitting the initial written statement of protest via mail, it is recommended that the company do so via certified or registered mail.

Within five (5) days of submitting the initial statement of protest, the company shall then submit to ABLE and DGS a full and complete detailed written statement specifying the grounds for the protest.

If the protest is based on permissible grounds, DGS will decide the protest and prepare a written decision within 30 days of the final submission of evidence.

3.7 Disposition of Proposals

- a) Upon proposal opening, all documents submitted in response to this RFP will become the property of the Board and the State and will be regarded as public records under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and subject to review by the public.
- b) Proposal packages may be returned only at the Firm's expense, unless that expense is waived by the Board.
- c) The Board has the right to use any or all ideas or concepts presented in any proposal. The selection or rejection of the proposal does not affect this right.

3.8 Agreement Execution and Performance

- a) Performance shall start on the Agreement start date, or on the express date set by the Board and the Firm, after all approvals have been obtained and the Agreement is fully executed. If the Firm fails to commence work at the agreed upon time, the awarding agency, upon five days written notice to the Firm, reserves the right to terminate the Agreement. In addition, the Firm shall be liable to the State for the difference between Firm's proposal price and the actual cost of performing work by another contractor.
- b) All performance under the Agreement shall be completed on or before the termination date of the Agreement.

4. LEGAL, DISCIPLINARY, AND CONFLICTS OF INTEREST DISCLOSURES

Please provide responses to each item below. Please note that a) The Board may reject a proposal due to any disclosure or conflict of interest (potential or actual) that is material in the sole opinion of the Board.

- a) Advise if any partner, officer, or employee of the Bidder's firm has been convicted or pleaded no contest in a case stemming from a felony indictment. Any such conviction or plea must be disclosed and must be accompanied by a full explanation of the circumstances surrounding it.
- b) Advise if the Firm is or was a defendant in litigation relating to any services that it proposes to provide to the Board. Any final settlement, administrative decision, or judgment made in connection with this litigation shall be disclosed and shall be accompanied by a full explanation of the circumstances surrounding it.
- c) Advise if Firm has ever been terminated for cause from any contract. If the answer is yes, cite the background of the contract, reason for the termination, and what Firm

has done subsequently to change operations or personnel to preclude the circumstances regarding the termination from re-occurring.

- d) Disclose any business relationships, that may be construed to be potential or actual conflicts of interest. The selected Firm will have a continuing requirement to disclose any business relationships that may be construed to be a potential or actual conflict. The disclosure shall be sufficiently detailed to inform the Board of the nature, implications, and potential consequences of each conflict and shall include an explanation of how the Firm addresses, or intends to manage or mitigate, each conflict.

5. PREFERENCE AND INCENTIVE PROGRAMS

5.1 Small Business or Microbusiness Preference

(If there are any inconsistencies herein with the applicable statutes, regulations, and State Contracting Manual, the statutes, regulations, and State Contracting Manual shall supersede.)

A five percent (5%) preference will be applied to certified small businesses submitting proposals for this RFP. To obtain the preference, Firm must either be certified as a small business and submit a copy of their certification approval letter from DGS / Office of Small Business and DVBE Services (OSDS) or submit a complete application for certification to DGS / OSDS by 5:00 pm PT on the proposal due date. However, the proposed winning Firm must be a certified small business at the time of contract award. The 5% preference is used only for computation purposes to determine the winning Firm and does not alter the amounts of the resulting contract.

Once each proposal has been scored, if the highest scored proposal is from a non-certified small business, then 5% of the highest scoring proposal is added to the total "earned" points for each proposal submitted by a certified small business. These final numbers, with the 5% included, are then used to determine the highest scoring proposal.

Questions regarding the small business certification or preference approval should be directed to the OSDS at (916) 375-4940 or can be found online at <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>.

5.2 Non-Small Business Preference

(If there are any inconsistencies herein with the applicable statutes, regulations, and State Contracting Manual, the statutes, regulations, and State Contracting Manual shall supersede.)

A five percent (5%) preference is available to a non-small business claiming twenty-five percent (25%) California certified small business subcontractor participation. If

claiming the non-small business subcontractor preference, the proposal must include a list of the small business(es) with which the Firm commits to subcontract in an amount of at least 25% of the net proposal price with one or more California certified small businesses. Each listed certified small business must perform a “commercially useful function” in the performance of the Contract as defined in Section 14837(d)(4) of the Government Code.

The required list of California certified small business subcontractors must be attached to the proposal and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net proposal price (as specified in the solicitation) per subcontractor.

Firms claiming the 5% preference must commit to subcontract for at least 25% of the net proposal price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the OSDS no later than 5:00 pm PT on the proposal due date. Questions regarding certification should be directed to the OSDS at (916) 375-4940 or can be found online at <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>.

The preference to a non-small business firm that commits to California certified small business subcontractor participation of 25% of its net proposal price shall be 5% of the highest scoring proposal. A non-small business, which qualifies for this preference, may not take an award away from a certified small business.

5.3 Target Area Contract Preference Act (TACPA)

This solicitation provides for an optional TACPA preference. The TACPA program was established to stimulate business investments in distressed areas of the State and create job opportunities for Californians. Proposing companies are not required to apply for this preference. Both the TACPA workplace and workforce preferences will be evaluated for this solicitation.

Workplace preference - TACPA provides a 1 to 5 percent (1-5%) preference for a California business that is located in a qualified zone.

Workforce preference - TACPA provides a 1 to 4 percent (1-4%) preference for a California business that employs persons with a high risk of unemployment (Government Code Section 4532)

- 1% for 5-9% of workforce
- 2% for 10-14% of workforce
- 3% for 15-19% of workforce
- 4% for 20% or more of workforce

Proposing companies wishing to take advantage of the TACPA preference will need to review the following website and submit the appropriate documents with the proposal response: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-a-Target-Area-Contract-Preference>

TACPA Preference Request (STD 830)
Bidder's Summary of Contract Activities and Labor Hours (TACPA Form 526)

ABLE will send the applicable TACPA request documents to the Department of General Services, Procurement Division, Dispute Resolution Unit. TACPA preference requests are typically reviewed and processed by DGS within five (5) business days. If an award of this agreement is made based on the TACPA preference, DGS will monitor compliance directly with the Contractor throughout the life of the contract.

5.4 Disabled Veteran Business Enterprise (DVBE) Incentive

(If there are any inconsistencies herein with the applicable statutes, regulations, and State Contracting Manual, the statutes, regulations, and State Contracting Manual shall supersede.)

This RFP does not include a minimum DVBE participation requirement. However, a DVBE incentive will be applied as provided in Attachment 11.

DGS established a DVBE incentive pursuant to Senate Bill 115 (Chapter 451, Statutes of 2005) and the Section 999.5(a) of the Military and Veterans Code. The regulations apply to all competitive solicitations for public works, services, goods, and information technology goods and services posted or released after October 9, 2007. The DVBE incentive is required in solicitations that include DVBE program requirements and may be offered in other competitive solicitations. DGS' policy implements this program by rewarding prime Firms for increased DVBE participation: the more DVBE participation, the greater the incentive. This incentive program helps State agencies to meet their annual DVBE participation goals.

Attachment 11 outlines the DVBE Incentive Program. Companies who have been certified by the State of California as a DVBE must submit a completed DGS-PD. 843 (Disabled Veteran Business Enterprise Declaration) form. All disabled veteran owners and disabled veteran managers of the DVBE must sign the form. DVBE Incentive participation is *optional* and at the discretion of the proposing firm.

NOTE: For this RFP, the Incentive application is based on the High Score Method and shall not exceed five percent (5%), nor be less than one percent (1%) of the total score (see Table in Attachment 11).

6. REQUIRED ATTACHMENTS

Refer to the following pages for additional Required Attachments

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

Complete this checklist to confirm the inclusion of attachments listed below. Place a check mark or "X" next to each item that you are submitting to the Board. **For your proposal to be responsive, all required attachments must be included in a binder separate from the rest of the written proposal. Two copies of this binder must be submitted to the Board. RETURN THIS CHECKLIST WITH YOUR PROPOSAL PACKAGE.**

<u>ATTACHMENT</u>	<u>ATTACHMENT NAME/DESCRIPTION</u>
<input type="checkbox"/> Attachment 1	Required Attachment Check List
<input type="checkbox"/> Attachment 2	Proposal/Firm Certification Sheet
<input type="checkbox"/> Attachment 3	Cost Proposal
<input type="checkbox"/> Attachment 4	Firm References
<input type="checkbox"/> Attachment 5	Minimum Qualifications Certification
<input type="checkbox"/> Attachment 6	Bidder Declaration (GSPD-05-105)
<input type="checkbox"/> Attachment 7	Payee Data Record (STD. 204)
<input type="checkbox"/> Attachment 8	Contractor Certification Clauses (CCC 04/2017)
<input type="checkbox"/> Attachment 9	Darfur Contracting Certification
<input type="checkbox"/> Attachment 10	California Civil Rights Laws Certification
<input type="checkbox"/> Attachment 11	Small Business or Microbusiness Preference (if applicable)
<input type="checkbox"/> Attachment 12	Non-Small Business Preference (if applicable)
<input type="checkbox"/> Attachment 13	Target Area Contract Preference Act (TACPA) (if applicable)
<input type="checkbox"/> Attachment 14	Disabled Veteran Business Enterprise (DVBE) Program Participation Instructions (if applicable)
<input type="checkbox"/> Attachment 15	Iran Contracting Act Certification
<input type="checkbox"/> Attachment 16	Resumes of Key Personnel

ATTACHMENT 2

PROPOSAL/FIRM CERTIFICATION SHEET

This Proposal/Firm Certification Sheet must be signed and returned along with all the "required attachments" as an entire package with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

- A. Place all required attachments behind this certification sheet.
- B. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.
- C. The signature below certifies to the best of your knowledge that the information provided on this document is true and complete.

An Unsigned Proposal/Firm Certification Sheet May Be Cause for Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Firm's Name (Print)	11. Title	
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as:		
a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/>		
b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/>		
If yes, enter certification number: _____		
No <input type="checkbox"/>		
If yes, enter your service code below: _____		
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes".		
Date application was submitted to OSDS, if an application is pending: _____		

Completion Instructions for Proposal/Firm Certification Sheet

Complete the numbered items on the Proposal/Firm Certification Sheet by following the instructions below.

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

ATTACHMENT 3
COST PROPOSAL

YEAR ONE

DIRECT LABOR (Staff Level/Title)	HOURS	MULTIPLY	HOURLY RATE	EQUALS	TOTAL	<u>TOTALS</u>
<i>TOTAL DIRECT LABOR</i>						
INDIRECT COSTS (OVERHEAD & FRINGE BENEFITS)			%	TOTAL		
Overhead Rate				\$		
Fringe Benefits				\$		
<i>TOTAL INDIRECT COSTS</i>						\$0
TRAVEL COSTS					TOTAL	
Travel Costs					\$10,000	
<i>TOTAL TRAVEL COSTS</i>						\$ 10,000 ¹
DIRECT COSTS					TOTAL	
<i>TOTAL DIRECT COSTS</i>						
<i>TOTAL ANNUAL COST YEAR ONE</i>						

¹ Total travel costs are capped at \$10,000.00 per year for the contract term.

ATTACHMENT 3
COST PROPOSAL

YEAR TWO

DIRECT LABOR (Staff Level/Title)	HOURS	MULTIPLY	HOURLY RATE	EQUALS	TOTAL	<u>TOTALS</u>	
<i>TOTAL DIRECT LABOR</i>							
INDIRECT COSTS (OVERHEAD & FRINGE BENEFITS)			%	TOTAL			
Overhead Rate				\$			
Fringe Benefits				\$			
<i>TOTAL INDIRECT COSTS</i>						\$0	
TRAVEL COSTS					TOTAL		
Travel Costs					\$10,000		
<i>TOTAL TRAVEL COSTS</i>						\$ 10,000 ¹	
DIRECT COSTS					TOTAL		
<i>TOTAL DIRECT COSTS</i>							
<i>TOTAL ANNUAL COST YEAR TWO</i>							

¹ Total travel costs are capped at \$10,000.00 per year for the contract term.

ATTACHMENT 3
COST PROPOSAL

YEAR THREE

DIRECT LABOR (Staff Level/Title)	HOURS	MULTIPLY	HOURLY RATE	EQUALS	TOTAL	<u>TOTALS</u>
<i>TOTAL DIRECT LABOR</i>						
INDIRECT COSTS (OVERHEAD & FRINGE BENEFITS)			%	TOTAL		
Overhead Rate				\$		
Fringe Benefits				\$		
<i>TOTAL INDIRECT COSTS</i>						\$0
TRAVEL COSTS					TOTAL	
Travel Costs					\$10,000	
<i>TOTAL TRAVEL COSTS</i>						\$ 10,000 ¹
DIRECT COSTS					TOTAL	
<i>TOTAL DIRECT COSTS</i>						
<i>TOTAL ANNUAL COST YEAR THREE</i>						

¹ Total travel costs are capped at \$10,000.00 per year for the contract term.

ATTACHMENT 3
COST PROPOSAL

OPTIONAL YEAR FOUR

DIRECT LABOR (Staff Level/Title)	HOURS	MULTIPLY	HOURLY RATE	EQUALS	TOTAL	<u>TOTALS</u>
<i>TOTAL DIRECT LABOR</i>						
INDIRECT COSTS (OVERHEAD & FRINGE BENEFITS)			%	TOTAL		
Overhead Rate				\$		
Fringe Benefits				\$		
<i>TOTAL INDIRECT COSTS</i>						\$0
TRAVEL COSTS					TOTAL	
Travel Costs					\$10,000	
<i>TOTAL TRAVEL COSTS</i>						\$ 10,000 ¹
DIRECT COSTS					TOTAL	
<i>TOTAL DIRECT COSTS</i>						
TOTAL ANNUAL COST YEAR FOUR						

¹ Total travel costs are capped at \$10,000.00 per year for the contract term.

ATTACHMENT 3
COST PROPOSAL

OPTIONAL YEAR FIVE

DIRECT LABOR (Staff Level/Title)	HOURS	MULTIPLY	HOURLY RATE	EQUALS	TOTAL	<u>TOTALS</u>	
<i>TOTAL DIRECT LABOR</i>							
INDIRECT COSTS (OVERHEAD & FRINGE BENEFITS)			%	TOTAL			
Overhead Rate				\$			
Fringe Benefits				\$			
<i>TOTAL INDIRECT COSTS</i>						\$0	
TRAVEL COSTS					TOTAL		
Travel Costs					\$10,000		
<i>TOTAL TRAVEL COSTS</i>						\$ 10,000 ¹	
DIRECT COSTS					TOTAL		
<i>TOTAL DIRECT COSTS</i>							
<i>TOTAL ANNUAL COST YEAR FIVE</i>							

¹ Total travel costs are capped at \$10,000.00 per year for the contract term.

In the table below, please include hourly staff costs for Seed Funding marketing campaign costs, if any, associated with your response to Section 3.3.2, Question (I). **The hourly staff cost will become part of the Cost Proposal (Attachment 3 to this RFP) and the Agreement.** The hourly staff cost will be valid for the entire term of the Agreement and cannot be increased. If your firm cannot provide an hourly staff costs, the firm is ineligible to be scored in the Seed Funding campaign evaluation.

Item	Hourly Staff Costs
DIRECT LABOR (Staff Level/Title)	

ATTACHMENT 4

FIRM REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed nonresponsive.

List below five (5) references for services performed within the last five years including a minimum of two (2) references from State Agencies, which are similar to the scope of work to be performed in this contract. If five references cannot be provided, provide an explanation on an attached sheet of paper.

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 4

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	

Brief Description of Service Provided

REFERENCE 5

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	

Brief Description of Service Provided

SUBCONTRACTOR REFERENCES (if applicable)

List below three references for services performed by your subcontractor(s) within the last five years, which are similar to the scope of work to be performed in this contract. If three references cannot be provided, provide an explanation on an attached sheet of paper.

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

ATTACHMENT 5

MINIMUM QUALIFICATIONS CERTIFICATION

The Firm certifies that it fulfills all of the minimum qualifications outlined in Section 2 of the Request for Proposal No. ABLE04-23 (the "RFP"). By signing this attachment, the Firm also agrees to notify the ABLE Act Board immediately upon its failure to continue to meet the minimum qualifications, if selected as the Marketing Services firm for the Board.

On behalf of _____, I certify
(Firm Name)
that said firm complies with the Minimum Qualifications set forth in Section 2 of the RFP.

(Authorized Signature of Firm) _____
(Firm Name)

(Print Name) _____
(Date)

(Title)

ATTACHMENT 6

BIDDER DECLARATION (GSPD-05-105)

All Firms must complete the **Bidder Declaration (GSPD-05-105)** and include it with their response. When completing the declaration, Firm must identify all subcontractors proposed for participation in the contract. Firms awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract. The Bidder Declaration (GSPD-05-105) can be accessed from the following link:

<https://www.documents.dgs.ca.gov/dgs/fmc/qs/pd/gspd05-105.pdf>

ATTACHMENT 7

PAYEE DATA RECORD (STD. 204)

All Proposers must complete the Payee Data Record (STD. 204) and include it with the bid response. The Payee Data Record form can be accessed from the following link:

<https://www.documents.dgs.ca.gov/dgs/FMC/PDF/Std204.pdf>

ATTACHMENT 8

CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO

REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The

contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT 9

DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code section 10478, if a Firm currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Initialing (for Options 1 or 2)</i>	

1. _____ We do not currently have, or we have not had within the previous
Initials three years, business activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code
Initials section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3. _____ We currently have, or we have had within the previous three years,
Initials business activities or other operations outside of the United States,
+ certification but we certify below that we are not a scrutinized company
below as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Firm/Firm to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

ATTACHMENT 10

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a Firm executes or renews a contract over \$100,000 on or after January 1, 2017, the Firm hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts over \$100,000 executed or renewed after January 1, 2022, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts over \$100,000 executed or renewed after January 1, 2022, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Firm Name (Printed)</i>		
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

ATTACHMENTS 11 & 12

PREFERENCE PROGRAMS (IF APPLICABLE)

Attach proof in claiming Small Business or Microbusiness Preference, Non-Small Business Preference, or Target Area Contract Preference Act Program, if applicable.

Small Business or Microbusiness Preference

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

Non-Small Business Preference

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

ATTACHMENT 13

Target Area Contract Preference Act (TACPA)

This solicitation provides for an optional TACPA preference. The TACPA program was established to stimulate business investments in distressed areas of the State and create job opportunities for Californians. Proposing companies are not required to apply for this preference. Both the TACPA workplace and workforce preferences will be evaluated for this solicitation.

Workplace preference - TACPA provides a 1 to 5 percent (1-5%) preference for a California business that is located in a qualified zone.

Workforce preference - TACPA provides a 1 to 4 percent (1-4%) preference for a California business that employs persons with a high risk of unemployment (Government Code Section 4532)

- 1% for 5-9% of workforce
- 2% for 10-14% of workforce
- 3% for 15-19% of workforce
- 4% for 20% or more of workforce

Proposing companies wishing to take advantage of the TACPA preference will need to review the following website and submit the appropriate documents with the proposal response: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-a-Target-Area-Contract-Preference>

TACPA Preference Request (STD 830)

Bidder's Summary of Contract Activities and Labor Hours (TACPA Form 526)

ABLE will send the applicable TACPA request documents to the Department of General Services, Procurement Division, Dispute Resolution Unit. TACPA preference requests are typically reviewed and processed by DGS within five (5) business days. If an award of this agreement is made based on the TACPA preference, DGS will monitor compliance directly with the Contractor throughout the life of the contract.

ATTACHMENT 14

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM PARTICIPATION INSTRUCTIONS

DVBE PARTICIPATION REQUIREMENT. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC) section 10115 et seq., Military and Veterans Code (MVC) section 999 et seq., and California Code of Regulations (CCR), title 2, section 1896.60 et seq. **This RFP DOES NOT include a minimum DVBE participation requirement. DVBE participation is NOT required in the proposal. However, a DVBE incentive will be applied as provided below.**

DVBE INCENTIVE. The State will apply a DVBE incentive for responsive and responsible proposals that propose DVBE participation. The DVBE incentive will vary in relation to the percentage of confirmed DVBE participation. The following percentages shall apply.

Confirmed DVBE Participation of	DVBE Incentive
5% and above	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

As applicable: (1) Awards based on low price – The DVBE incentive is applied by reducing the proposed cost by the amount of DVBE incentive as computed from the lowest responsive proposed cost submitted by a responsible Firm. The DVBE incentive is for evaluation purposes only. Application of the DVBE incentive shall not displace an award to a small business with a non-small business.

(2) Awards based on high score – The DVBE incentive is a percentage of the total possible available points, not including points for socioeconomic incentives or preferences. The DVBE incentive points are included in the sum of non-cost points. The DVBE incentive points cannot be used to achieve any applicable minimum point requirements.

Firms who have been certified by California as a DVBE (or who are proposing the participation of subcontractors certified by California as a DVBE) must also submit a completed form DGS-PD. 843 (**Disabled Veteran Business Enterprise Declarations**). All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). Should the form not be included with the solicitation, contact the State contracting official or obtain a copy at the following website: https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf. The completed form should be included with the proposal response.

At the State's option prior to award, Firms may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for rejection.

RESOURCES AND INFORMATION*

U.S. Small Business Administration:

Central Contractor Registration on-line database
www.ccr.gov

FOR:

Service-Disabled Veteran-Owned
Businesses in California

Local Organizations:

DVBE local contacts
<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>

FOR:

List of Potential DVBE Subcontractors

**Department of General Services, Procurement Division
(DGS-PD) eProcurement:**

Website: <https://caleprocure.ca.gov/>
Phone: (916) 375-2000
Email: eprocure@dgs.ca.gov

FOR:

- SB/DVBE Search
- CSCR Advertisements
- Training Modules

DGS-PD Office of Small Business and DVBE Services (OSDS):

707 Third Street, Room 1-400, West Sacramento, CA 95605
Website: <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>
OSDS Receptionist: (916) 375-4940
PD Receptionist: (800) 559-5529
Fax: (916) 375-4950
Email: OSDSHelp@dgs.ca.gov

FOR:

- Directory of OSDS Certified DVBEs
 - Certification Applications
 - Certification Information
 - Certification Status, Concerns
 - General DVBE Program Information
 - DVBE Business Utilization Plan
 - SB/DVBE Advocates
 - Lists of Trade and Focus Publications
-

Commercially Useful Function Definition

Military and Veterans Code section 999(b)

California Code of Regulations, title 2, section 1896.62(l)

ATTACHMENT 15

IRAN CONTRACTING ACT CERTIFICATION **(Public Contract Code sections 2202-2008)**

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

ATTACHMENT 16

RESUMES OF KEY PERSONNEL

Provide detailed resumes for the individuals that will be directly involved in providing the services under the contract including any proposed subcontractors and their employees, if any. Indicate who will have ultimate responsibility for this contract. Indicate the availability of this person for live or telephone meetings with the Board. Describe the Firm's backup procedures if the primary person assigned to this account leaves the firm or is otherwise unavailable.

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER SAMPLE	PURCHASING AUTHORITY NUMBER (If Applicable)
-----------------------------------	---

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California ABLE Act Board

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

July 1, 2024 (or upon approval by the Department of General Services, whichever is later)

THROUGH END DATE

June 30, 2027

3. The maximum amount of this Agreement is:

\$915,000.00 (nine hundred fifteen thousand dollars and zero cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A		
Exhibit A, Attachment 1		
Exhibit B		
Exhibit B, Attachment 1		
Exhibit C		
Exhibit D		

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

TBD

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

SAMPLE

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California ABLE Act Board

CONTRACTING AGENCY ADDRESS

901 P Street, Suite 413

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Anne Osborne

TITLE

Deputy Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

The Scope of Work is comprised of this Section of Exhibit A and the Contractor's Proposal submitted in response to RFP No. ABLE04-23. The following Scope of Work details the Board's services expectations for the Contractor.

1. Under the supervision and direction of the Board and its Staff, the marketing services firm will assist the Board in the design and implementation of a marketing plan for education, enrollment and outreach efforts in the state and on a national level. The marketing services firm will assist the Board in the design, publishing, and implementation of marketing and outreach services for the Program as outlined in the Scope of Work ("SOW") of this RFP. The marketing services firm will furnish all necessary personnel, office space, equipment, materials, services, transportation, and other necessary resources to perform the work described herein in a professional manner:

a) Client Service and Assigned Personnel

- i. The Contractor will designate a dedicated key personnel team to serve the Board.
- ii. The Contractor will have check-in meetings with CalABLE team on a weekly basis.
- iii. The Contractor will ensure that the quality and availability of all personnel assigned to perform services under the Agreement will be maintained over the term of the Agreement. Replacements must have substantially the same or better qualifications and experience than the original personnel.
- iv. The Contractor must notify the Board of any changes to assigned personnel as they occur. Such changes include re-assignments, resignations, terminations, additions or other changes to the employment status or composition of the professionals assigned to the team.
- v. The Contractor must attend Board meetings when notified by the Board or be represented at all Board meetings (currently held quarterly) unless otherwise notified by the Board Chair or their designee and provide quarterly Program-related reports as requested by the Board or Program Staff.
- vi. The Contractor must also respond to the need for telephone consultation within a 24-hour period and be available at minimum to the Board with no greater than 10 days' notice and Program Staff between the hours of 8 a.m. to 5 p.m. PT.

b) General Compliance

- i. The Contractor will provide work product and materials that demonstrate cultural competence and are designed in compliance with the Americans

EXHIBIT A
(Standard Agreement)

with Disabilities Act ("ADA"), [Sections 7405](#) and [11135](#) of the [California Government Code, Web Content Accessibility Guidelines 2.1](#) including future updates ("WCAG") for people with disabilities, and "People First" language but are not limited to: PowerPoint presentations, program branding, multi-language survey tools, and special event materials.

- ii. All services (other than those provided by remote workers) shall be performed at the offices of the Contractor, appropriate affiliates, subsidiaries and subcontractors. The Contractor, affiliates, subsidiaries and subcontractors must provide services in compliance with all federal and State laws and regulations.
- c) Marketing Services
- i. The Contractor must work with the Board and Deputy Executive Director, the 529A Program/Plan Manager (Vestwell State Savings, LLC), the Communications Office of the California State Treasurer's Office, and the Board's other contractor(s) at the Board's request, to develop an annual Marketing Plan that describes targeted education and outreach campaigns to ensure enrollment numbers meet the expectation of approximately 30,000 participants enrolled in funded accounts by June 30, 2027.
 - ii. Work with the Board and Deputy Executive Director, the Program Manager (Vestwell), the Communications Office of the California State Treasurer's Office, and the Board's other contractor(s) at the Board's request, to design and implement cost-effective marketing campaigns that use existing networks. These campaigns should be strategically designed to reach target communities identified by the Board. These campaigns may include, but are not limited to, print, video, broadcast, digital, online, social media, and email promotional vehicles, as well as community outreach activities. The Contractor must monitor and report to the Board on the effectiveness and/or shortcomings associated with each campaign activity.
 - iii. Each marketing campaign must include a work plan, marketing methodologies, concept development, outreach strategies, timeline for development and implementation, benefit to the overall Program mission, and an estimate budget within the constraints of the Board. Marketing budgets will not carry over into the following fiscal year and direct costs shall be spent proportionately within each quarter or according to the marketing campaign.
 - iv. The Contractor must assist with coordinating efforts with the Board, Executive Director, and staff to interested community groups, consumer

EXHIBIT A
(Standard Agreement)

advisory groups, and other impacted parties to design materials with specialized messaging and translated materials for different target groups.

- v. The Contractor must work collaboratively with the Board and Executive Director, the Program Manager, the Communications Office of the California State Treasurer's Office, and the Board's other contractor(s) at the Board's request, to develop and implement a marketing and public relations program in California and on a national scale that focuses on CalABLE's eligible population. This would also include efforts to reach non-English speaking populations.
- vi. The Contractor must work to shape and project the image of the Program as a viable financial savings tool for people with disabilities in the state and nationally.
- vii. Identify and develop financial literacy educational materials that promote opening a CalABLE account to gain future financial independence.
- viii. The Contractor must work collaboratively with the Board and Executive Director, the Program Manager, the Communications Office of the California State Treasurer's Office, and the Board's other contractor(s) at the Board's request, to develop and implement a biannual Ambassador campaign with current CalABLE account holders. The 2024 Ambassador campaign is scheduled to release in March 2024.
- ix. Identify and develop an awareness campaign using influencers to promote CalABLE.
- x. The Contractor shall be responsible for producing promotional videos for CalABLE Ambassadors campaign and influencers.
- xi. Provide work product and materials built around consistent messaging in the various promotional vehicles to drive stakeholder engagement through Program information-sharing.
- xii. Assist and advise Board staff on maintaining brand consistency in the production of newsletters and program updates for public consumption across various media channels, including internet and email, social media, and other channels with proven history of reaching the targeted audiences.
- xiii. Identify and develop effective marketing materials that promote collaboration with disability groups nationally, statewide, and locally by

**EXHIBIT A
(Standard Agreement)**

building on existing programs with shared consumer interests to support the recruitment and retention of Program participants.

d) Measurable Outcomes

- i. The marketing conversions should support the enrollment strategy and will be measured on a bi-annual basis.
- ii. Prepare weekly reports on paid advertising or media. This should include the number of impressions, clicks, google search results and reach.
- iii. Prepare Quarterly reports which include the number of impressions and funded accounts to the Board and the Executive Director, detailing whether or not the campaign was effective, and any lessons learned to apply to future campaigns.
- iv. Marketing campaigns should be designed to achieve the estimated enrollment numbers outlined below.

Estimated New Enrollments Ranges	
Year 1	6,000 – 8,000
Year 2	8,000 – 10,000
Year 3	10,000 – 12,000
Total	24,000 – 30,000
Each renewal year, if any	10,000 – 12,000

- v. Marketing campaigns not reaching the desired outcomes will be evaluated and a new strategy will be implemented.

e) State Seed Funding Optional Program

- i. CalABLE shall have the right to request the selected Contractor to add a seed funding marketing campaign in addition to the Services defined above. CalABLE will provide the Contractor with a 30-day notice of its intent to develop a seed funding marketing campaign. The seed funding campaign shall not exceed one (1) year or until the funds are exhausted, whichever occurs first. At the request of the Board, these optional marketing services may include the following:
 - A. Create a seed funding marketing campaign with a budget allocation determined by the legislature. The Seed Funding marketing campaign must include a work plan, concept development, outreach strategies and a deliverable schedule based on one (1) year funding allocation and monetary incentives for new account holders determined by CalABLE.

**EXHIBIT A
(Standard Agreement)**

- Identify suitable influencer(s) that help with promoting the Seed Funding campaign.
- Create Seed Funding promotional materials, including paid media ads and social media content.
- The campaign might emphasize activities such as creating awareness and attracting new account holders.

2. Term of Agreement

The term of the Agreement entered into pursuant to this RFP, if any, will be for a three-year period beginning July 1, 2024, through June 30, 2027, services shall not exceed \$915,000.00 (\$305,000.00 per year.) At the Board's sole discretion, there will be an option to extend this agreement up to two (2), one (1) year extensions for an additional \$305,000.00, for each possible term not to exceed five (5) years.

Additionally, CalABLE will provide the Contractor with a 30-day notice to amend the agreement to add a Seed Funding Marketing Campaign. Exercise of an amendment to add the Marketing Campaign may occur independently and is not conditioned upon CalABLE's exercise of the optional one-year extensions mentioned above.

The Agreement will require approval by the Department of General Services ("DGS"). In no event shall services be performed prior to approval by DGS.

3. Project Representatives

The project representatives during the term of this agreement will be:

State Agency: California ABLE Act Board	Contractor: TBD
Name: Anne Osborne, Deputy Executive Director	Name: TBD
Address: 901 P Street, Suite 413 Sacramento, CA 95814	Address: TBD
Phone: (916) 651-6088	Phone: TBD
Email: Anne.Osborne@treasurer.ca.gov	Email: TBD

EXHIBIT A
(Standard Agreement)

Direct all inquiries to:

State Agency: California ABLE Act Board	Contractor: TBD
Attention: Anne Osborne	Attention: TBD
Address: 901 P Street, Suite 413 Sacramento, CA 95814	Address: TBD
Phone: (916) 653-0665	Phone: TBD
Email: Anne.Osborne@treasurer.ca.gov	Email: TBD

**EXHIBIT A, ATTACHMENT 1
(Standard Agreement)**

RESUMES OF KEY PERSONNEL

RESUMES OF KEY PERSONNEL FROM CONTRACTOR'S RFP SUBMISSION

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto as Attachment 1 to Exhibit B and made part of this agreement. Travel costs are capped at \$10,000.00 per year. The rates for necessary traveling expenses and per diem shall be set in accordance with the rates of the California Department of Human Resources (CalHR) for comparable classes and no travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CalABLE.
- B. Invoices shall include Agreement Number ABLE04-23 and shall be submitted not more frequently than monthly in arrears to:

ABLE Act Board
901 P Street, Suite 413
Sacramento, CA 95814
Attention: Anne Osborne

In consideration for the satisfactory completion of the services described herein, the Board agrees to pay Contractor, in arrears, upon receipt of an invoice, for services rendered under this Agreement. The invoice shall be submitted by Contractor in sufficient scope and detail to define the actual work performed, including a description of the activities of Contractor and subcontractors, if any, and the hours allocated to those activities. The hourly rate for services rendered shall not exceed those as set forth herein or as attached hereto.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

EXHIBIT B
(Standard Agreement)

3. 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.

**EXHIBIT B, ATTACHMENT 1
(Standard Agreement)**

COST PROPOSAL

COST PROPOSAL WORKSHEET FROM ATTACHMENT 3 TO CONTRACTOR'S RFP
SUBMISSION

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

Exhibit C to this Agreement, the General Terms and Conditions (GTC 04/2017), is hereby incorporated by reference and made part of this agreement as if attached hereto. The General Terms and Conditions can be viewed at:

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

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with a Deputy Treasurer of the State Treasurer's Office within ten (10) days of discovery of the problem. Within ten (10) days, the Deputy Treasurer shall meet with the representatives of Contractor and the State identified in Section 5 of Exhibit A for purposes of resolving the dispute. The decision of the Deputy Treasurer shall be final.

3. Evaluation of Contractor

Pursuant to Public Contract Code sections 10367 and 10369 within sixty (60) days after the completion of this Agreement, the State shall complete a written evaluation of Contractor's performance under this Agreement. If this Agreement is a contract for consultant services and if Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the Department of General Services (DGS), Office of Legal Services, and to the Contractor within fifteen (15) working days of the completion of the evaluation in accordance with Public Contract Code section 10371.

4. No 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.

**EXHIBIT D
(Standard Agreement)**

5. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of the State to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. Force Majeure

Neither party to this Agreement shall be liable for damages resulting from delayed or defective performance when such delays arise out of causes beyond the control and without the fault or negligence of the offending party. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the State in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.

7. Waivers

No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power, or privilege hereunder, nor any single or partial exercise of any right, power, or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

8. Incorporation of Amendments to Applicable Laws

Any references to sections of federal or state statutes or regulations shall be deemed to include a reference to any amendments thereof and any successor provisions thereto.

9. Confidentiality

All financial, statistical, personal, technical, and other data and information relating to the operations of the State which are designated confidential by the State and become available to Contractor shall be protected by Contractor from unauthorized use and disclosure.

**EXHIBIT D
(Standard Agreement)**

10. Titles/Section Headings

Titles and headings are for convenience of reference only and shall have no effect on the construction or legal effect of this Agreement.

11. Choice of Law

Notwithstanding Paragraph 14 of Exhibit C (General Terms and Conditions), this Agreement shall be administered, construed, and enforced according to the laws of the State of California (without regard to any conflict of laws provisions) to the extent such laws have not been preempted by applicable federal law. Any suit brought hereunder, including any action to compel arbitration or to enforce any award or judgment rendered thereby, shall be brought in state court sitting in Sacramento, California, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by California law.

12. Notices

The parties agree that to avoid unreasonable delay in the progress of the services performed hereunder, Contractor and the State have designated in Section 5 of Exhibit A specific staff representatives for the purpose of communication between the parties. Any notice or other written communication required, or which may be given hereunder shall be deemed given when delivered personally, or by mail three (3) days after the date of mailing, unless by express mail then upon the date of confirmed receipt, to the representatives named in Section 5 of Exhibit A.

Either party hereto may, from time to time by notice in writing served upon the other as aforesaid, designate a different mailing address or a different or additional person to which all such notices or demands thereafter are to be addressed.

13. Permits and Licenses

Contractor shall carry out its duties and responsibilities herein in accordance with, be limited in the exercise of its rights by, and observe and comply with, all federal, state, city and county laws, rules or regulations affecting services under this Agreement. Contractor shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the work contemplated in this Agreement.

**EXHIBIT D
(Standard Agreement)**

14. Books and Records

Contractor shall keep accurate books and records connected with the performance of this Agreement for a period of at least three (3) years. Contractor shall ensure that books and records of subcontractors, suppliers, and other providers shall also be accurately maintained. Such books and records shall be kept in a secure location and shall be available for inspection and copying by the State and its representatives at any time.

15. Key Personnel

- a. A resume for each member of Contractor's staff who will exercise a significant administrative, policy, or consulting role under this Agreement is attached to this Agreement as Exhibit E. These members of Contractor's staff shall be hereafter referred to (both individually and collectively) as "Key Personnel."
- b. Contractor shall not substitute, replace, or reassign Key Personnel without the prior approval of the State.
- c. This Agreement may be terminated immediately, in the sole discretion of the State and upon written notice from the State to Contractor, because of any change in or departure of any of the Key Personnel.

16. Changes in Control, Organization or Key Personnel

Contractor shall promptly, and in any case within five (5) days, notify the State in writing: (i) if any of Contractor's representations and warranties, as set forth in this Agreement, cease to be true at any time during the term of this Agreement; (ii) of any change in Contractor's staff who exercises a significant administrative, policy, or consulting role under this Agreement, including without limitation any Key Personnel; (iii) of any change in the majority ownership, control, or business structure of Contractor; or (iv) of any other material change in Contractor's business, partnership or corporate organization. All written notices from Contractor under this provision shall contain sufficient information to permit the State to evaluate the changes within Contractor's staff or organization under the same criteria as was used by the State in its award of this Agreement to Contractor.

17. Insurance Requirements

Contractor warrants that it carries adequate liability, worker's compensation and other necessary insurance and shall maintain such insurance at levels acceptable to the State in full force and effect during the term of this Agreement. Contractor agrees to furnish satisfactory evidence of this insurance coverage to the State upon request.

**EXHIBIT D
(Standard Agreement)**

18. Subcontractors

- a. Contractor shall perform the work contemplated by this Agreement with resources available within its own organization except for subcontracted work identified in this Agreement or other attachment incorporated hereto. No other portion of the work pertinent to this Agreement shall be subcontracted without written authorization by the State. The subcontractor must be mutually agreed upon in advance by both parties.
- b. Contractor shall require that any subcontractor agree to be bound by all provisions of this Agreement, as applicable.

19. Notice of Proceedings

Contractor shall promptly notify the State in writing of any investigation, examination or other proceeding involving Contractor, including any Key Personnel, commenced by any regulatory agency, which proceeding is not conducted in the ordinary course of Contractor's business.

20. Cumulative Remedies

The rights and remedies provided herein are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

21. Binding Effect

This Agreement, any instrument or agreement executed pursuant to this Agreement, and the rights, covenants, conditions and obligations of Contractor and the State contained therein, shall be binding upon the parties and their successors, assigns and legal representatives.

22. Publicity

No publicity release or announcement concerning this Agreement, or the transactions contemplated herein shall be issued by Contractor without advance written approval by the State.

23. Services or Procurement Resulting from Agreement

Neither Contractor, nor any of its subsidiaries, officers, or directors, may submit a bid or be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise

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deemed to be an outgrowth of the advice or recommendations that Contractor provides under this Agreement.

24. Agreement Does Not Violate Law

Contractor represents and warrants that neither the execution of this Agreement nor the acts contemplated hereby nor compliance by Contractor with any provisions hereof will:

- a. Violate any provision of the charter documents of Contractor;
- b. Violate any statute or law or ordinance or any judgment, decree, order, regulation or rule of any court or governmental authority applicable to Contractor; or
- c. Violate, or be in conflict with, or constitute a default under, or permit the termination of, or require the consent of any person under, any agreement to which Contractor may be bound, the violation of which in the aggregate would have a material adverse effect on the properties, business, prospects, earnings, assets, liabilities or condition (financial or otherwise) of Contractor.

25. Power and Authority

Contractor represents and warrants that it has the power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution of this Agreement has been duly authorized by Contractor and no other proceeding on the part of Contractor is necessary to authorize this Agreement. Contractor has completed, obtained, and performed all registrations, filings, approvals, authorizations, consents, or examinations required by any government or governmental authority for its acts contemplated by this Agreement.

26. Signature Authorization

The person signing this Agreement warrants that he/she is an agent of Contractor and is duly authorized to enter into this Agreement on behalf of Contractor.

27. Entire Agreement; Order of Precedence

- a. This Agreement, including documents that have been incorporated in this Agreement by reference, contains all representations and the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are replaced in total by this Agreement.

**EXHIBIT D
(Standard Agreement)**

- b. In the event there are any inconsistencies or ambiguities among the terms of this Agreement and incorporated documents, the following order of precedence shall be used: (i) applicable laws; (ii) the terms and conditions of this Agreement, including exhibits and attachments; (iii) the Request for Proposal (RFP) if any; (iv) Contractor's response to the RFP if any; and (v) any other provisions, terms, or materials incorporated herein.

28. Termination at Option of the State

In addition to the provisions of Paragraph 7 of Exhibit C (General Terms and Conditions), this Agreement may be terminated in whole or in part at any time upon 30 calendar days' written notice by the State, for any reason. Upon receipt of a termination notice, Contractor shall promptly discontinue all services affected unless the notice specifies otherwise. In the event the State terminates all or a portion of this Agreement for any reason, it is understood that the State will provide payment to Contractor for satisfactory services rendered prior to the termination, but not in excess of the maximum amount of this Agreement.

29. Termination for Insolvency

Contractor shall notify the State immediately in writing in the event that Contractor files any federal bankruptcy action or state receivership action, any federal bankruptcy or state receivership action is commenced against Contractor, Contractor is adjudged bankrupt, or a receiver is appointed and qualifies. In the event of any of the foregoing events, or if the State determines, based on reliable information, that there is a substantial probability that Contractor will be financially unable to continue performance under this Agreement, the State may terminate this Agreement and all further rights and obligations immediately.

30. Completion

In the event of termination for default, the State reserves the right to take over and complete the work by contract or other means. In such case, Contractor will be liable to the State for any additional cost incurred by the State to complete the work whether reimbursed or not.

31. Effect of Termination

All duties and obligations of the State and Contractor shall cease upon termination of this Agreement, except that:

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(Standard Agreement)**

- a. Each party shall remain liable for any rights, obligations, or liabilities arising from activities carried on by it under this Agreement prior to the effective date of termination; and
- b. Contractor shall provide for the return of all records of the State to the State or its designee and shall cooperate fully to affect an orderly transfer of services.

32. Termination for Expatriation

Contractor shall notify the State immediately in writing in the event that Contractor or its parent files any notice with the Securities and Exchange Commission that Contractor intends to reincorporate offshore. In the event of such notice, the State may terminate this Agreement and all further rights and obligations immediately by giving five (5) days' notice in writing in the manner specified herein.

33. Compliance With Political Reform Act

Contractor acknowledges that the State is subject to the provisions of the Political Reform Act (Government Code section 81000 et seq. and all regulations adopted thereunder, including, but not limited to, California Code of Regulations, title 2, section 18700 et. seq.) and Contractor shall comply promptly with any requirement thereunder. If required by law, Contractor shall require its personnel, including without limitation, its Key Personnel all later substitutions therefore, to file Statements of Economic Interests in compliance with the Conflict-of-Interest Code for the Office of the State Treasurer and the various boards, authorities, commissions, and committees chaired by the State Treasurer (California Code of Regulations, title 2, section 1897). All such reports shall be filed simultaneously with the State.

34. Darfur Contracting Act

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code section 10475 et seq.) The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan of which the Darfur region is a part, for the reasons described in Public Contract Code section 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a).)

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Therefore, Public Contract Code section 10478(a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency. A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from DGS according to the criteria set forth in Public Contract Code section 10477(b).

35. Labor Neutrality Policy

ABLE recognizes the value of labor organizing and encourages the entities with which it contracts to demonstrate that they also value this principle by encouraging management neutrality in labor organizing activities.

To remain “neutral” means not to take any action or make any statement that will directly or indirectly state or imply any support for or opposition to the selection by the Contractor’s employees of a collective bargaining agent, or preference or opposition to any particular union as a bargaining agent. Nothing in this section obligates or prohibits the Contractor from entering into private neutrality, labor peace or other lawful agreements with a labor organization seeking to represent or who currently represents the Contractor’s employees.

36. Executive Order N-6-22 Russia Sanctions

The Contractor shall comply with 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 determine the 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 the Contractor advance written notice of such termination, allowing the Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.