



Hope, Opportunity, Perseverance, & Empowerment (HOPE) for Children

901 P St, Suite 411B Sacramento, CA 95814

Request for Proposals (RFP) No. HOPE01-24

Program Administrator

NOTICE TO PROSPECTIVE PROPOSERS

December 23, 2024

You are invited to review and respond to this Request for Proposals (RFP) No. HOPE01-24. The California Hope, Opportunity, Perseverance, and Empowerment (HOPE) for Children Trust Account Program (California HOPE Program) codified in Chapter 16.1 (commencing with section 18997.5) of the Welfare and Institutions Code (Assembly Bill 156, (Chapter 569, Statutes of 2022)) is seeking specific, detailed proposals from qualified firms experienced in Program Administration, Outreach, Enrollment, and Services Coordination, and Website Development and Management for youth-focused programs.

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.

In the opinion of the California HOPE for Children Trust Account Program, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

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Questions regarding this RFP must be submitted in writing no later than January 2, 2025, at 4:00 p.m. PT. Responses to the questions will subsequently be posted by January 7, 2025, in the California State Contracts Register (CSCR). Please note that no verbal information provided will be binding upon the State unless such information is also issued in writing as an official addendum.

TABLE OF CONTENTS

1. PURPOSE AND DESCRIPTION OF SERVICES	Page 1
1.1 Introduction	Page 1
1.2 Scope Overview	Page 2
1.3 Sample Standard Agreement	Page 3
1.4 Background and Program Overview	Page 4
1.5 Scope of Work	Page 9
1.6 Term of Agreement	Page 18
2. MINIMUM QUALIFICATIONS FOR PROPOSERS	Page 18
3. PROPOSAL REQUIREMENTS AND INFORMATION	Page 19
3.1 Key Action Dates	Page 19
3.2 Question and Answers	Page 19
3.3 Content and Format of Proposals	Page 19
3.4 Submission of Proposals	Page 22
4. EVALUATION AND AWARD PROCESS	Page 25
4.1 Evaluation Process	Page 25
4.2 Tiebreaker	Page 27
4.3 Award and Protest	Page 27
4.4 Disposition of Proposals	Page 27
4.5 Agreement Execution and Performance	Page 28
5. PREFERENCE AND INCENTIVE PROGRAMS	Page 28
5.1 Small Business (SB) or Microbusiness (MB) Preference Program	Page 28
5.2 Non-Certified Small Business (SB) or Microbusiness (MB) Preference	Page 28
5.3 Disabled Veterans Business Enterprise (DVBE) Incentive Program	Page 29
5.4 The Target Area Contract Preference Act (TACPA)	Page 30
6. REQUIRED ATTACHMENTS	Page 30
Attachment 1 – Required Attachment Checklist	
Attachment 2 – Proposal/Proposer Certification Sheet	
Attachment 3 – Minimum Qualifications Certification	
Attachment 4 – Proposer References	
Attachment 5 – Resumes of Key Personnel	
Attachment 6 – Cost Proposal Worksheet	
Attachment 7 – Payee Data Record (STD. 204)	
Attachment 8 – Darfur Contracting Act Certification	
Attachment 9 – California Civil Rights Laws Certification	
Attachment 10 – Iran Contracting Act Certification	
Attachment 11 – Contractor Certification Clauses (CCC 04/2017)	
Attachment 12 – GenAI Disclosure and Fact Sheet (Std. 1000)	
Attachment 13 – Bidder Declaration (GSPD-05-105)	
Attachment 14 – Small Business or Microbusiness Preference*	
Attachment 15 – Non-Small Business or Microbusiness Preference*	
Attachment 16 – Disabled Veteran Business Enterprise Incentive Program*	
Attachment 17 – The Target Area Contract Preference Act (TACPA)*	

*if applicable

7. SAMPLE STANDARD AGREEMENT

Standard Agreement (STD. 213 Form)

Exhibit A – Scope of Work

Exhibit A, Attachment 1 – Resumes of Key Personnel

Exhibit B – Budget Detail and Payment Provisions

Exhibit B, Attachment 1 – Cost Proposal

Exhibit C – General Terms and Conditions (GTC 04/2017)

Exhibit D – Special Terms and Conditions

1. PURPOSE AND DESCRIPTION OF SERVICES

1.1 Introduction

The California Legislature Enacted Assembly Bill 156 (Chapter 569, Statutes of 2022) and codified in Chapter 16.1 (commencing with section 18997.5) of the Welfare and Institutions Code (“HOPE Act” or “Act”) to create opportunities, economic autonomy, and hope; and to promote intergenerational wealth and asset building for eligible youth as one of the many strategies California must employ to reverse the state’s record level of inequality. The HOPE Act established the California Hope, Opportunity, Perseverance, and Empowerment Fund (the “HOPE Fund”) in the State Treasury with \$100 million appropriated through the fiscal year 2022 budget and an additional \$15 million annually through ongoing appropriations to fund the HOPE for Children Trust Account Program (“HOPE”).

HOPE will provide individual accounts (“HOPE Accounts”) to eligible children, which includes those from low-income families who have lost a parent or guardian to COVID-19 or long-COVID (“COVID-bereaved”) and children who have been in foster care for at least 18 months and family reunification services have been terminated (“long-term foster children”). The HOPE Fund will have approximately \$145 million available to capitalize HOPE Accounts when the program becomes operational in 2025. This figure reflects appropriations through the state budget process including that for fiscal year 2025, the expected returns on the short-term investment of the unencumbered moneys so far received, and expenditures of up to 5% of appropriated resources for operational costs as required by the HOPE Act.

Based on information received from interagency partners and researchers, HOPE projects that there will be about 56,500 children of various ages who will be eligible for automatic enrollment at the time of the program launch (including 10,000 income-eligible COVID-bereaved children and 46,500 long-term foster youth), and that there will be an estimated additional 10,000 children who become eligible every year after that.

Based on these facts, HOPE projects that each eligible child that will receive annual deposits such that every program enrollee will be able to withdraw a total of approximately \$4,500 in 2025 dollars, adjusted for inflation, when they reach 18 years of age up until the day before their 27th birthday. Additional monies secured via philanthropic and other nonstate sources will enable HOPE to in-part offer each youth the ability to receive financial education and mentoring services until they turn 30 years old to help them learn how to invest, grow, and utilize the money in their HOPE Accounts. With sufficient private money raised, HOPE intends to offer financial incentives to promote completion of financial education and mentoring programs.

The California Legislature designed the HOPE for Children Trust Account Program to be constructed similarly to the model of Baby Bonds, tailored to

California's unique needs and resources. Conceptualized in modern form by economist Dr. Darrick Hamilton, Baby Bonds programs are intended to provide children—no matter their race, ethnicity, background or where they come from—with the resources needed as adults to lead lives that are prosperous, self-directed and fulfilling, and to move us toward closing the racial wealth gap. An early version of Baby Bonds was established in the United Kingdom, which created its Child Trust Fund program in 2005. In the last decade, economists and policymakers have built on the success of that model and introduced local, state, and national legislation, including the American Opportunity Accounts Act (AOAA), first introduced by Senator Cory Booker in 2018 and re-introduced in 2021. Connecticut and Washington DC were the first to pass state or district-wide legislation, in 2021, California's HOPE Act passed in 2022, and other local areas are developing their own models, including New York City's COVID-19 Children's Fund, which, like California, is aiming at serving COVID-impacted youth.¹

1.2 Scope Overview

The Board of Directors of the California Hope, Opportunity, Perseverance, and Empowerment (HOPE) Program solicits proposals from qualified firms and/or organizations to provide: Program Administration, Outreach, Enrollment, and Services Coordination, and Mobile-Optimized Website Development and Management services. The following descriptions serve only as an overview of the services sought; please refer to the Scope of Services for the complete descriptions.

A. Program Administration – provider will (1) create and manage HOPE Accounts, help determine deposit schedules and incentives for participation in financial education and mentoring programs, allocate deposits and incentives, manage disbursement of moneys from HOPE accounts, apply identity verification and fraud prevention protocols, (2) coordinate with government and community-based partners to develop an auto-enrollment process, receive and verify eligibility information as detailed in the Background and Program Overview in section 1.4, and provide an appeals process for enrollment denials, (3) apply protocols to prevent fraud and verify the identity of minors, including those who may not have social security or individual tax identification numbers, (4) provide trauma-informed and youth-oriented customer service support in appropriate languages as deemed necessary, deliver program related notices to enrollees and their primary caregivers (directly and through the Department of Social Services and county welfare offices, as necessary), encourage and track program participation (5) develop and maintain records relating to eligibility, enrollment, accounting, contact information, and voluntary demographic information, and (6) ensure program

¹ Gaudino, L. (2023, May 11). 16,000 NY Kids lost a parent to covid - how this new "baby bonds" bill could help. NBC New York.

adherence to state and federal requirements, and work with enrollees and the community as well as other partners to strategize program improvement and expansion.

B. Outreach, Enrollment, and Services Coordination – provider will maximize enrollment of eligible youth via partnerships with community, tribal, and government partners to create and implement a multifaceted strategy that includes community outreach in areas where Medi-Cal eligible COVID-bereaved youth and long-term foster youth reside, identification of eligible youth, enrollment support, and coordination of the financial education and related services that will be offered to HOPE participants. They will (1) coordinate all partnerships, (2) provide toolkits with outreach materials, training on the enrollment process, materials that support adherence to the HOPE financial education policy, and additional technical assistance as needed, (3) market the HOPE program using the explicit goals of the HOPE Act including opportunity, economic autonomy and wealth-building capacity, hope, as narrative themes developed by the Youth Panel of Experts, (4) coordinate with STO's communications teams, and (5) report on marketing, outreach, enrollment, and financial education participation milestones.

C. Mobile-Optimized Website Development and Management – will create and maintain a user-friendly, multilingual mobile-optimized website that provides program information, an eligibility portal, and an account dashboard. The eligibility portal should allow youth and/or their primary caregivers to answer eligibility related questions, upload documents, electronically sign statements, receive user support, and submit appeals for denied enrollment. It should also include tutorial videos and guides to help respondents provide the necessary information. The account dashboard should be similarly designed to help enrolled participants access and understand their HOPE Accounts, including the amounts deposited, amounts expected to be available by their 18th birthday up until the day before their 27th birthday, opportunities to access and verify participation in financial education resources and services, and the ability to submit and resolve disputes, among other features.

1.3 Sample Standard Agreement

Section 7 of this RFP includes a Sample Standard Agreement. All terms and conditions noted in the Standard Agreement are not negotiable. Proposals that do not accept all items included in the Standard Agreement shall be deemed to be nonresponsive and will be excluded from evaluation. The agreements entered into pursuant to this RFP, if any, will become effective upon approval by the Department of General Services (DGS).

1.4 **Background and Program Overview**

The information in this section is being provided as a reference of information to provide context of the essential components of the Program, foreseen potential barriers, programmatic goals, and inter-agency collaboration with community and governmental partners. This information is being provided to aid prospective proposers in their responses to the RFP.

A. Program Eligibility Criteria and Analysis – The HOPE Act limits eligibility to children in low-income families who have lost a parent or guardian to COVID-19 (“COVID-bereaved youth”) and those who have been in the state’s foster care system 18 months or more and/or family reunification services have been terminated (“long-term foster youth” note that the 18 months need not be consecutive: many youths go in and out of the foster system). The Act further requires the Program to include youth who do not have social security numbers (“SSN”) or individual tax identification numbers (“ITIN”) but otherwise meet eligibility requirements.

Children who are eligible for a HOPE account will include minors (under age 18) who are undocumented, Indigenous, from low-income and immigrant families, impacted by the carceral system, parents of young children, multi- and non-English speakers, youth with disabilities or major mental and other health issues, victims of and vulnerable to identity theft, homeless, children of essential and other highly COVID impacted families, and many others who live at the intersection of multiple and systemic socially and economically marginalizing forces.

B. COVID-bereaved youth – California residents who meet all three of the following criteria are eligible to have a HOPE Account opened for them: (1) they have lost a parent, guardian, or Indian custodian to COVID, long COVID, or a consequence of COVID since the declaration of the federal public health emergency in March 2020, (2) were under 18 years old when that death occurred, and (3) their household income before that death was equal to or less than the amount that made a child in that household eligible for Medi-Cal benefits under Chapter 7 (commencing with Section 14000) of Part 3 (“Medi-Cal for Children”).

There are potentially 10,000 children from low-income households across California who have lost a parent, legal guardian, or Indian custodian to death because of COVID-19, long-term COVID-19, and the health consequences of these illnesses since the declaration of the federal health emergency in March 2020.

During the COVID-19 pandemic, child poverty more than doubled from 5.2% to 12.4% from 2021-2022, the largest one-year increase ever. COVID-19 has disproportionately impacted Latine/ Hispanic and African Americans ages 18 to 34, as well as women and immigrants in low-wage jobs. Due to

long-standing wealth and income inequalities among these populations, they had fewer resources to fall back on when the COVID-19 pandemic abruptly reduced their incomes, be it due to illness, mandated shutdowns, or both. Children who lost a parent or primary caregiver are particularly vulnerable.

Additionally, a growing number of adults are dying from long-COVID related illnesses, while California's lowest-income adults are more than twice as likely as their higher-income peers to experience long COVID symptoms: 50% of adults with incomes 0–99% of the federal poverty level compared to 22% of adults 300% FPL and above.

C. Long-term foster youth – California residents who, as of September 27, 2022, were under 18 years old and have been subject to a foster care order under Welfare Institutions Code sections 300, 601, or 602 for 18 months or longer (cumulative, not consecutively) are eligible to have a HOPE account opened for them.²

Children who are in foster care for over 18 months and stop receiving parental reunification services are more likely to transition from foster care directly into independent living as opposed to having the financial and social support that non-foster youth are more likely to maintain into adulthood. Statistically, they are more likely to have 50% lower earnings and 20% lower employment rates by age 26 compared to a sample of young adults with similar levels of education. Approximately one-third experience homelessness.³ Providing trauma-informed, developmentally appropriate support for transition-age youth is crucial to ensuring their lifelong success and protecting them from the difficult outcomes that youths aging out of foster care often experience.

Data provided by the California Department of Social Services (CDSS), which works with all of California's fifty-eight counties, indicates that there will be more than 46,500 long-term foster youth who will be eligible for a HOPE account when the program launches in 2025.

D. Outreach – HOPE will need to partner with trusted leaders and service providers embedded in the communities where COVID-19 most heavily and disproportionately impacted the population, including undocumented and tribal communities, to identify and enroll low-income COVID-19 bereaved children. These include tribal services organizations, churches, mutual aid societies, and peer support networks, which typically operate through volunteer-driven and donor-dependent operations budgets, which are organized to ensure low-income kids and surviving parents are fed, housed, vaccinated, and otherwise materially supported

² WIC section 18997.51(d)(2)A

³ Bald, Anthony and Doyle, Joseph John and Gross, Max and Jacob, Brian A., Economics of Foster Care (April 2022). NBER Working Paper No. w29906.

as they mourn the loved ones who passed away due to COVID-19, long COVID, and the fatal consequences of these illnesses.

In addition, HOPE expects that approximately 7,000 long-term foster youth will be over 18 years old when the Program launches. This makes them immediately eligible to withdraw from their HOPE Account. Some will have opted not to enroll in extended foster care services (which provide care until age 21), and CDSS may not have their contact information. Therefore, there will be a need to conduct outreach to locate and enroll these youths to comply with the HOPE Act requirement to maximize participation in the program.

- E. Enrollment** – HOPE has committed to avoid burdening eligible children and any surviving parents with limited resources with difficult procedural requirements such as requiring expensive and difficult-to-attain documents that would then need to be copied, and then mailed or scanned and uploaded. This approach is the standard best practice of other successful savings programs administered under the Treasurer's Office. All HOPE-eligible children must be able to enroll, especially those who lack trusting and reliable relationships with adults.

Following this commitment, HOPE's program administrators will bear the duty of identifying participants who are eligible for enrollment using interagency agreements and other means of verifying eligibility; this may include residency verification, such as a utility bill, birth or death certificates, if potential participants readily have these items, and any other documents they deem pertinent. HOPE will also accept signed legal attestations to establish enrollment eligibility where official documents are unavailable given that tribal children, children without SSNs or ITINs, and children whose parent(s) do not have SSNs or ITIN, among others, may not have access to certain government-issued documents or be included in government created records subject to HOPE Program interagency agreements.

Once eligibility is verified, HOPE will create and allocate money from the HOPE Fund into the HOPE Accounts and provide materials to the children and their primary caregivers and information about how to learn more about the account.

- F. Program Infrastructure** – The HOPE Act established the HOPE Board of Directors which includes the California State Treasurer, or their designee (who serves as the chair), the Director of Finance, or their designee, the Controller, or their designee, an individual with expertise in poverty alleviation and the racial wealth gap appointed by the Senate Committee on Rules, an individual with investment expertise appointed by the Speaker of the Assembly, an expert on financial empowerment and consumer protection appointed by the Governor, a public member who has experienced childhood poverty appointed by the Governor, and two

additional nonvoting members appointed by the Governor- all of whom serve at the pleasure of the appointing authority. Current board members are listed here: <https://www.treasurer.ca.gov/hope/members.asp>.

The HOPE for Children Trust Account Program staff includes Kasey O'Connor, Executive Director, HOPE's program manager, analysts and an administrative assistant, all of whom operate from the State Treasurer's Office (STO). They also receive support from the STO's communications team, legal, investment management team, and legislative advocacy teams.

The Board also convenes standing subcommittees including the Philanthropic Leadership Committee, the Outreach Committee, the Financial Education Committee, and the Youth Ambassador Committee. Each committee is chartered to support critical operation support such as securing nonstate money for financial education and outreach, developing and supporting outreach strategies that will maximize enrollment, developing the financial education services policies for partnering with and evaluation providers, and supporting ongoing youth leadership in the design and improvement of the HOPE program.

- G. Interagency Partners** – Additional state agencies supporting HOPE include the California Departments of Social Services (“CDSS”) and California Department of Public Health (“CDPH”), Medi-Cal for Kids & Teens, and the Franchise Tax Board (“FTB”).

The HOPE Act makes CDSS responsible for determining eligibility for long-term foster children. HOPE will work through an interagency data-sharing agreement with CDSS, which is currently being developed, to auto-enroll all eligible long-term foster children using information available to the agency as a normal part of coordinating the state's foster care system. The agreement will maintain the foster children's confidentiality while providing sufficient deidentified information to allow them to log in to the HOPE portal to verify their accounts.

Unfortunately, there is no comparable government entity that has kept track of children impacted by the death of parents or guardians due to COVID-19. To enroll COVID-bereaved youth, HOPE will work with the CDPH and the National Association for Public Health Statistics and Information Systems (NAPHSIS) to verify vital records including death certificates that list as the cause or underlying cause of death for deceased parents COVID, long-term COVID, or the consequences of either. HOPE will work with Medi-Cal to identify youth enrolled in that program and with the FTB and Income and Eligibility Verification System (IEVS) to verify household income before the decedent's death.

- H. Contracted Vendors** – HOPE has contracted an investment consultant who will work under the general direction of the Executive Director and

program staff, other consultants, and the Board to create an investment plan that will include investment management goals, principles, and policies. They will help determine the amount of money that each youth program participant will receive annually based on the size of the HOPE Fund, expected returns on investment, any additional money secured or expected, and the estimated number of children who will be eligible when the program launches and annually after that.

The executive director, with support from the team of staff and contracted service providers, will determine the amount and timing of annual deposits to HOPE Accounts to maximize the number of program enrollees, participation by eligible children and their autonomous wealth-building capacity, and the amount of money allocated per account based on (1) the number and age distribution of program enrollees; (2) money available from the HOPE Fund and any other sources that may be used to make deposits in HOPE trust Account ; (3) ensuring that eligible youth will be able to withdraw the maximum amount possible from their HOPE Account upon reaching 18 years of age in amounts that adjust for inflation after 2025, and (4) any grants, gifts, appropriations, and other money received from federal, state, or local government or any other person, firm, partnership, corporation, or other entity for deposit to the HOPE Fund.

- I. Evaluation Partnership** – The Stanford Center on Poverty and Inequality and the HOPE team are working together to evaluate the impact of the program on participating youth. The research includes three basic components: 1) simulation of the effects of the HOPE program in existing longitudinal data from the Panel Study of Income Dynamics; 2) qualitative analysis of existing data from the CPI's American Voices Project, an archive of "life story" interviews, to identify key moments when asset shortfalls affect decisions, investments, and long-term outcomes; and 3) direct assessment of the short-term effects of baby bonds on youth who will eventually become eligible to access their HOPE Accounts and their caregivers and on young adults as they become eligible to withdraw and spend the resources provided.

- J. Youth Leadership** – For the last year, consultants and advocates have convened the HOPE Youth Panel of Experts ("YPE"), a group of young folks, ages 14 - 23, from across California who have either lost a parent/caregiver to COVID-19 or have been in the foster care system. This group of resilient individuals helped design and provide recommendations to help shape the Program because HOPE believes the best solutions come from those directly on the front lines. Each panelist is either eligible for a HOPE Account or would have been eligible if the program had previously existed. The partners who brought the YPE together held multiple online meetings and two in-person weekend retreats during which we asked questions designed to solicit the youth's "user" perspective.

These panelists gave critical insight into the needs they struggle to meet and what services would best assist them in reaching their goals. They also provided important information about outreach, website design and features, the enrollment process, and customer support. Insights collected through this process will be provided to the selected Contractor.

The next phase of youth leadership is to create a Youth Ambassadors program to empower and amplify the voices of young individuals within the HOPE Program (above the age of 16) by advocating for the needs of HOPE enrollees, communicating their perspectives to HOPE staff and Board, and supporting outreach and marketing efforts. The Board has established a Youth Ambassadors Subcommittee to develop and manage this program.

1.5 Scope of Work

The following scope of work details the Board's expectations for the Program Administrator. The program administrator will provide all program administration services, mobile-optimized website development and management, develop and manage outreach, enrollment, and services coordination and other general responsibilities. Further description of each service area is provided below.

A. Program Administration

1. Information Management System

- a. Create an Information Management System (IMS) to support the Program that will allow the HOPE program staff to securely view information about the number of enrolled children, date of enrollment, age, other personally identifiable information for match purposes, earliest potential draw date, participant engagement, balance and fund allocations per account, number and amounts of contributions year to date and since inception, disbursement dates, periodic updates on the number and approximate ages of expected newly eligible youth, participant in financial education programs, and other demographic and economic information about program participants on the individual and aggregate level.
- b. At a minimum, the proposed IMS solution should provide the following capabilities:
 1. Software as a Service (SaaS) Federal Risk and Authorization Management Program (FedRAMP) Security Authorization and associated Infrastructure as a Service (IaaS) and Platform as a Service (PaaS) FedRAMP Security Authorization at Moderate level or higher.

2. Securely controlling data so that it is processed, stored, and accessible only from within the United States.
 3. Maintenance, including responsiveness and minimal downtimes.
 4. Support single sign on and multifactor authentication.
 5. Role-based access and user management.
 6. Product meets all applicable accessibility guidelines.
 7. Data or business dictionary functionality.
 8. Full and incremental data loads.
 9. Batch and real time processes to load data changes.
 10. Data quality flags.
 11. Matching, merging, and unmerging capabilities.
 12. Matching analytics and reporting.
 13. Refining matches and identifying mismatches based on new information.
 14. Self-service reporting, canned reports, and dashboards.
- c. Train HOPE staff on how to use the IMS.

2. Enrollment

- a. Establish or continue the development of data-sharing agreements/Interagency Agreements with local, state, and federal partners, including the Department of Social Services, Department of Public Health, and Medi-Cal, the Income and Eligibility Verification System, the National Association for Public Health Statistics and Information Systems, and any other similar partners to access necessary information for verifying eligibility of youth.
- b. Create processes to efficiently auto-enroll youth whose eligibility can be established and verified via the above data-sharing agreements and to enroll youth who present documentation, including legal attestations (statements signed under penalty of perjury), that establish eligibility.
- c. Create and implement a process to appeal enrollment denials that will allow those appealing to provide additional information and receive a decision within 60 days.

- d. Develop and implement fraud prevention and identity verification protocols that will allow minors, many of whom may not have social security or taxpayer identification numbers or other traditional identification documents, to be verified using available government-issued identification, alternative documentation (e.g., school records, birth certificates), as well as mobile number verification, digital identity checks, and other noninvasive means.

3. Account Management

- a. Within 6 months of date of contract execution, the contractor shall create a policy and procedure for the HOPE program that clearly identifies:
 1. Eligibility
 2. Enrollment into the program
 3. Grievance process
 4. Impose appropriate monitoring safeguards on contributions and withdrawals from accounts
 5. Develop incentives for youth in financial education mentoring program.
 6. Develop incentives for participation in financial education and mentoring program
 7. Track youth in financial education program.
 8. Provide CDSS and HOPE a list of newly enrolled foster youth.
 9. Provide quarterly and annual statements to enrolled youth.
 10. Provide account closure statement 60 days prior to enrolled participants 27th birthday to remind participants that funds must be withdrawn before their 27th birthday.
 11. Provide an annual financial audit to HOPE.
 12. Contractor representative will attend Board meetings and provide program related reports to the Board.
- b. Create HOPE Accounts and coordinate with the HOPE Fund investment team to determine a schedule of allocations from the Fund to the Accounts so that every enrolled youth will have access to an equitable amount when they turn 18 years old, adjusting for inflation.

- c. Help determine the value of monetary incentives to be allocated to those who participate in financial education and mentoring programs, based on the availability of private secured funds.
- d. Develop a dynamic allocation schedule that can be adjusted in real-time based on changes in participant circumstances or legislative updates, maximizing flexibility and responsiveness.
- e. Plan for and manage funds for disbursement to participants eligible to withdraw (from their 18th birthday through their entire 26th year, i.e. 11:59 pm before their 27th birthday).
- f. Develop and employ disbursement through secure, traceable transactions that ensure that disbursements from HOPE accounts are deposited only to an eligible account, currently defined as a checking, savings, or prepaid card account that is subject to 12 CFR Part 1005, Regulation E, and is either solely owned by the eligible youth or has been established by a fiduciary for the eligible youth as the sole principal beneficiary. CalSavers and CalABLE accounts are considered eligible accounts.
- g. Notify banks of statutory protections on HOPE deposits.

4. Participant Engagement and Customer Service

- a. Provide initial and regular notices to enrollees, parents/guardians/caregivers, directly, and via the Department of Social Services and county welfare offices.
- b. Offer comprehensive customer support that includes multi-channel (phone, email, chat), trauma-informed, and multilingual support that provides timely responses to inquiries.
- c. Provide ongoing, specialized training for customer service staff to properly handle secure data, act with empathy, and manage crisis calls with trauma-informed and culturally sensitive care.
- d. Provide automated, personalized notifications via text and email to engage participants at critical milestones, such as upcoming eligibility deadlines or financial education opportunities.
- e. Implement a data reporting system to track interactions, identify service gaps, generate detailed monthly reports, and identify opportunities for program improvement.

B. Mobile-Optimized Website Development and Management

- 1. Within 6 months from the date of contract execution, contractor shall develop, maintain, and update a mobile-optimized, HOPE-**

branded website (with potential multilingual capabilities) with an intuitive interface that is easy for youth to use, has secure login, and clear navigation and instructions, and includes the following:

- a. An eligibility portal that allows youth or their parents or other caregivers the ability to (1) answer questions, (2) upload or create electronically singable documents, including signed statements under penalty of perjury, and (3) provide other necessary information that the Program Administrator can verify via interagency agreement partners and other processes to establish eligibility and set up a HOPE Account.
- b. A website that clearly identifies eligibility criteria. This should include consent screens and language explaining reasons for requesting specific Personal Identity Information (PII). Should include an option to opt-out of sharing data and if it means the applicant can't verify their eligibility.
- c. An account dashboard that provides an updated history of the dollars allocated to their HOPE Account, projections for the amount of money expected to be available by their 18th birthday and on the last day of age 26, and opportunities to access and verify participation in financial education resources and services.
- d. The ability for HOPE participants to submit and resolve disputes; capture participant and other stakeholder feedback; and participate in periodic surveys, including those developed by the Stanford Center on Poverty and Inequality and other partners to document program engagement and impact evaluation.
- e. Tutorial videos and other guides to help respondents learn about the following topics: the HOPE program in general, information that is needed in the eligibility portal with explanatory information, how a participant provides the necessary information, how to access the account dashboard and the information that will be provided via the dashboard, how to submit disputes, how to request disbursement from their HOPE Account, and other relevant topics.
- f. Website is compliant with the Americans with Disabilities Act ("ADA"), Sections 7405 and 11135 of the California Government Code, Web Content Accessibility Guidelines ("WCAG") for people with disabilities, and uses "People First" language. The website should provide access to Program information.
- g. Includes interactive "live chat" features that allow enrollees to interact with customer service.

- h. Website is compliant with the Americans with Disabilities Act (“ADA”), Sections 7405 and 11135 of the California Government Code, Web Content Accessibility Guidelines (“WCAG”) for people with disabilities, and uses "People First" language. The website should provide access to Program information.
- i. Develop, produce, and distribute official disclosure statements and any necessary supplements or updates. These documents must also be made available in Spanish.

C. Outreach, Enrollment, and Services Coordination

1. Create and implement an outreach and enrollment support strategy.

Within 6 months from the date of contract execution, the contractor will provide a market and outreach plan that will provide:

- a. Methodology to outreach in rural areas.
- b. Methodology to reach COVID bereaved youth in high Medi-cal populated areas.
- c. Methodology to market HOPE using social marketing and media that utilizes HOPE branding.
- d. Develop toolkits that includes outreach materials, enrollment process and materials that support the financial education policy.
- e. Work with STO’s external affairs teams.
- f. Create and enrollment guide and HOPE program brochure.
- g. Contractor shall provide a monthly report to HOPE by the 20th of each month, a report that contains ongoing and completed marketing and outreach efforts of the preceding month.
- h. Identify community, agency, and institutional partners that operate in the communities in which HOPE eligible youth reside. These partners will facilitate spreading awareness of the HOPE program, helping to identify eligible youth, and providing enrollment support (digitally, telephonically, or in person).
- i. Work with these partners to develop a comprehensive outreach and enrollment support plan that includes digital, in-person, and grassroots strategies. Use data analytics to target outreach and enrollment support effectively.

- j. Work with COVID-19 Bereaved Outreach subcommittee to ensure current and future outreach methodology to reach COVID-19 Bereaved youth, tribal liaison partners and long-term foster youth.
- k. Offer regular, interactive training sessions and webinars for outreach and enrollment partners, supplemented with a library of digital and other resources for ongoing support.
- l. Implement a robust data tracking system to measure the effectiveness of outreach and enrollment activities to continuously improve them based on feedback and engagement metrics.

2. Market the HOPE Program

- a. Use existing logos and branding tools and your own market research to create local and social media campaigns that will build recognition for the HOPE program across key audiences. These includes the communities that eligible children and youth live in and frequent, community organizations that serve eligible youth (such as nonprofits with civic and service missions and faith-based institutions), philanthropic leaders, policy makers, voters, and the wider public.
- b. Use the explicit goals of the HOPE Act including hope, opportunity, economic autonomy and wealth-building capacity, as well as narrative themes developed by the Youth Panel of Experts and Youth Ambassadors to increase engagement among eligible youth and their caregivers.
- c. Foster strategic partnerships with community organizations, educational institutions, and local agencies to extend the program's reach, provide additional resources and support, and help build trust within the community.

3. Create and implement HOPE's financial education program

- a. Adhering to the HOPE Financial Education Policy, vet and develop service agreements with financial education providers, such as experienced community-based nonprofit service providers, government agencies, and others, to maximize HOPE program participants' economic autonomy by helping them develop their own individualized plan to use, match or safely leverage their HOPE funds for wealth-building opportunities.
- b. Develop financial education participation goals and strategies to meet them. This includes providing financial incentives to participants for completion of programs, depending on availability of private secured financial resources.

D. General Responsibilities

1. Report to the HOPE Executive Director and designated staff

- a. Regularly meet with HOPE staff and attend board meetings, as needed.
- b. Engage with Youth Ambassadors, board members, and community partners, as needed, to identify areas and plans for ongoing program improvement.

2. Create infrastructure that can adapt as needed and easily coordinates with other Contracted Vendors

- a. Create program infrastructure that can adapt to legal, regulatory, and policy changes that may affect the amount of state resources available to the program, the size of eligible populations to be served, and other program features.
- b. Program infrastructure must also allow easy coordination between Program Administration, Website Development and Management, and Outreach, Enrollment, and Service Coordination to ensure that each participant has an uninterrupted experience from finding out about the HOPE program through enrollment, participation in financial education and mentorship programs, and disbursement.

3. Advance Diversity, Equity, and Inclusion (DEI)

- a. Collaborate with the Executive Director to continuously improve the DEI strategies of the HOPE team to support long-term program performance.
- b. Provide DEI training for program staff, inclusive outreach strategies, and tailored services to meet the diverse needs of participants.
- c. Ensure service design and delivery reflects the diversity of target audiences, is culturally appropriate, developed with community leaders, and engages targeted communities such as through tailored messaging, inclusive imagery, and partnerships with trusted local organizations.

4. Recordkeeping

- a. Use secure systems to create, receive, manage, and maintain records and documents relating to eligibility, enrollment, accounting, contact information, and program engagement for every participant, consistent with the requirements of the Information Practices Act of 1977 (Civil Code Section 1798, et seq.) and in adherence with industry standard security protocols such as

encrypted data storage and sharing methods;

- b. Track engagement by eligible children, their caregivers, and program enrollees, such as engagement with community outreach services, enrollment support, use of the eligibility portal and dashboard, customer service requests and appeals and their resolutions, use of financial education services, and disbursements.
- c. Request, gather, and maintain demographic information that may be voluntarily provided by the program enrollee, their parent(s), legal guardian(s), Indian custodian(s), or primary caregiver(s), regarding eligible children, program enrollees, and eligible youth in the program, such as gender, race or ethnicity, geographic location, language, and general income level, to improve the HOPE program.
- d. Develop comprehensive data management policies that include data minimization, access control, and real-time monitoring to detect unauthorized access or breaches and implement automated data integrity checks and continuous backups to ensure data accuracy and security.

5. Compliance

- a. Develop and implement a comprehensive compliance and risk management plan that includes regular external audits, continuous monitoring for legal, regulatory and policy changes, and a rapid response strategy for relevant compliance issues, e.g., participant confidentiality, secure data transmission and storage, identity verification, and fraud prevention.
- b. Produce audited reports, as needed.
- c. Implement a detailed program assessment framework to evaluate program performance against multiple metrics, including participant outcomes, engagement, and satisfaction.
- d. Provide ongoing program assessment and recommendations regarding program administration, interagency agreements, and policy per the HOPE Act and adopted operation values.
- e. Provide proactive policy recommendations and scenario planning to prepare for potential changes in the legal, regulatory, and policy environment and support program expansion.

6. Provide Report on outreach, enrollment, marketing, and financial education activities, accomplishments, and expenditures

- a. No less than every 90 days, then firm shall provide HOPE a report that details marketing updates including but not limited to

outreaches conducted, marketing in rural areas, financial activities.

1.6 Term of Agreement

The term of the Agreement entered into pursuant to this RFP, if any, will be for a three-year period beginning February 10, 2025 through February 9, 2028 and shall not exceed \$2,500,000. The California HOPE Program shall have three options to extend the Agreement by one additional year and up to \$500,000 per year. The Agreement shall not exceed \$4,000,000.00 for the entire term, including all optional extensions. This Agreement is subject to the approval of the Department of General Services (DGS). In no event shall services be performed prior to the approval of the agreement by the DGS Office of Legal Services.

2. MINIMUM QUALIFICATIONS FOR PROPOSALS

Firms must complete Attachment 3 certifying that the firm meets the following qualifications.

If the proposal includes subcontractors, all subcontractors must also certify compliance with the following minimum requirements via Attachment 3.

- Hold and maintain all licenses and registrations required by or otherwise needed to comply with applicable federal and state laws for businesses offering the required services.
- Be qualified to do business in the State of California. If awarded a contract, firm(s) must be able to provide, at the State's request, evidence of qualification to do business in the State of California by the California Secretary of State.
- Have a minimum of five years of experience providing the services as detailed in the Scope of Work.
- Be technically and professionally capable of providing the services.
- Be free from conflicts of interest, not only at the time of selection, but throughout the term of the Agreement as well.
- The selected contractor will have a continuing requirement to disclose any business relationships that may be construed to be a potential or actual conflict. The disclosure must be sufficiently detailed to inform the Board of the nature, implications and potential consequences of each conflict and must include an explanation of how the firm addresses, or intends to manage or mitigate, each conflict. 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.

- Be immediately available to provide the services set forth in the Scope of Work.
- All infrastructure created to provide the services in this RFP must be operational within six months of the start of the Agreement(s).

3. PROPOSAL REQUIREMENTS AND INFORMATION

3.1 Schedule (Key Action Dates)

All prospective 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
December 23, 2024	RFP available to Prospective Proposers
January 2, 2025 at 12:00pm PT	Written Question Submittal Deadline
January 7, 2025	Answers to Written Questions Distributed
January 22, 2025 at 5:00pm PT	Deadline for Proposal Submission
January 23 - 27, 2025	Evaluation of Proposals
January 28 - 31, 2025	Finalist Interviews
February 3, 2025	Notice of Intent to Award
February 10, 2025	Anticipated Commencement of Agreement

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

3.2 Question 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 January 2, 2025, by email to hopeforchildren@treasurer.ca.gov.

Answers to all written questions received by 12:00 p.m. PT on January 2, 2025, will be available online at <https://www.treasurer.ca.gov/hope/index.asp> and on Cal eProcure at <https://caleprocure.ca.gov/pages/index.aspx> by close of business on January 7, 2025.

3.3 Content and Format of Proposals

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. Omissions, inaccuracies, or misstatements may be cause for rejection of a proposal.

A. Cover Letter (required, not scored)

1. 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.
2. Include your primary business focus, the length of time your company has been in business, the size of your company (including the number of employees), and your company’s background and experience as it relates to the Scope of Work.

B. Background and Personnel Information (maximum of thirty (30) points)

1. Provide the title and name, address, and telephone number, for three (3) firms to serve as references for the firm, using the format in Attachment 4. Provide three (3) references for any subcontractors you plan to use. Identify the individuals at the firm who were responsible for providing services to these agencies. Submission of Attachment 4 is mandatory. Proposals that fail to submit Attachment 4 shall be considered non-responsive and rejected.
2. Describe the organizational structure and explain how this structure will be used to perform the requirements of this contract.
3. Describe your firm’s Diversity, Equity and Inclusion initiatives. Complete the table in Attachment 5 of Section 6 identifying all individuals who will exercise a significant role under this RFP (the “Key Personnel”). This should include, but not be limited to the executive with overall responsibility for the firm’s engagement to the Board, the day-to-day manager, senior-most professional(s) responsible for administration, recordkeeping and customer service. Please also include the individual who will assist with education and outreach. Provide professional resumes for each of these individuals and include as part of Attachment 5.

Name	Title & Responsibility	Total Years' Experience	Years with Firm	Most Advanced Degree

4. Provide professional resumes of each of the individuals who will be assigned to this account and the professional resumes of all individuals who will be responsible for reviewing or otherwise influencing the work of individuals assigned to this account.
5. Indicate who will have ultimate responsibility for this contract. Indicate the availability of this person for live or telephone meetings with HOPE. Describe the firm's backup procedures if the primary person assigned to this account leaves the firm or is otherwise unavailable.

C. Experience/Expertise with General Program Overview (maximum of forty (40) points)

1. Describe your company's experience in providing the services identified in the scope of work, your firm has provided to local, state, or federal programs of comparable size. Include the names of the agencies, their mission, their size, the number of years that the firm has provided these services, the number of agencies or boards to which the firm is currently providing these services, and the approximate value of these services. Include a discussion of any unique strengths possessed by your company. Explain how your company's experience and unique strengths will benefit the HOPE Program.
2. Demonstrate your company's ability to meet the needs of the communities that the HOPE program is designed to serve based on your understanding of their demographics, socio-economic stressors, cultural practices, linguistic profiles, and economic aspirations, and how you developed this understanding.
3. Demonstrate your company's ability to serve HOPE eligible youth and create trusting working relationships with HOPE partners, such as government agencies, local civic leaders, and community service providers including non-profit organizations across diverse regions of California. Include a description of your company's:
 - a. Culturally appropriate communication strategies,
 - b. Accessibility to and inclusivity of people with disabilities, varying literacy, numeracy, and digital literacy,
 - c. Provision of technical assistance and other resources to support effective working relationships.

D. Experience/Expertise in Specified Areas Described in the Scope of Work (maximum of forty (40) points)

1. Describe the firm's ability to perform every item listed in the Scope of Work clearly indicating each section of the scope of work as described in the scope of work:

- a. Program Administration; This includes recordkeeping, customer service, account management.
- b. Website Development and Management: This includes development and management of a mobile-optimized website as indicated in the scope of work.
- c. Outreach, Enrollment, and Services Coordination; and items in section D General.

E. Cost Proposal (maximum of ninety (90) points)

Use Attachment 6 (Cost Proposal) to provide your proposed itemized costs for the services described in the Scope of Work. The term of the Agreement entered into pursuant to this RFP, if any, will be for a three-year period beginning February 10, 2025 through February 9, 2028 and shall not exceed \$2,500,000.

Costs for the development of a mobile-optimized website, development of an automated and integrated enrollment system, including multi-factor identity verification processes, and development of a basic, multilingual eligibility portal and simple user interface for a website is expected not to exceed \$1,000,000.

The contractor shall also develop a comprehensive outreach plan, setting up a basic digital record management system and developing standardized record-keeping protocols, create a robust marketing and outreach plan utilizing DEI language and develop a comprehensive program procedure that includes the enrollment process and incentive for youth participation in financial education mentorship.

The California HOPE Program shall have three options to extend the Agreement by one additional year and up to \$500,000 per year at the same rates as those provided for the initial three-year term. The Agreement shall not exceed \$4,000,000.00 for the entire term, including all optional extensions.

3.4 Submission 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. Omissions, inaccuracies, or misstatements may be cause for rejection of a proposal.
- B. All proposals must be submitted under sealed cover and sent to the California HOPE Program by the date and time shown in Key Action Dates (Section C.1.). Proposals received after this date and time will not be considered. Proposals not submitted under sealed cover and marked as

indicated may be rejected.

- C. A minimum of one (1) unbound original and two (2) copies of the proposal must be submitted. All responses to this RFP must be submitted in hard copy. Emailed or faxed submissions will not be accepted.
- D. 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 proposing firm. All additional proposal sets may contain photocopies of the original package.
- E. The proposal envelopes must be plainly marked with the RFP number and title, the firm name and address; marked with "DO NOT OPEN", as shown in the following example:

Request for Proposal No. HOPE01-24
Firm Name
Firm Address
Contact Person and Phone Number
"DO NOT OPEN"

- F. Proposals that omit the Minimum Qualification Certification that is included as Attachment 3 in Section 6 will not be considered. 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 non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements and will be rejected.
- G. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- H. 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. HOPE may reject any or all proposals and may waive an immaterial deviation in a proposal. HOPE's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the firm from full compliance with all requirements if awarded the agreement.
- I. The proposing firm is entirely responsible for the costs of developing proposals and costs incurred in anticipation of award of the Agreement. Such costs shall not be charged to HOPE.
- J. An individual who is authorized to bind the proposing firm contractually shall sign Required Attachment 2, Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.

- K. 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). 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.
- L. A firm may withdraw its proposal by submitting a written withdrawal request to HOPE, signed by the proposing firm or an authorized agent. 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.
- M. Upon announcement and release of this RFP and until selection of a Contractor (and notice of intent to award the Agreement), proposing firms (or potential proposing firms) are not permitted to communicate with HOPE staff or its consultants with respect to the RFP except in connection with the process and procedures related to the RFP. Any communication must be directed through hopeforchildren@treasurer.ca.gov.
- N. HOPE reserves the right to reject all proposals. HOPE is not required to award an agreement.
- O. Firms are cautioned against relying on HOPE to discover and report any defects or errors in submitted documents. Before submitting a response to this RFP, firms should carefully review, correct all errors, and confirm compliance with the RFP requirements.
- P. Where applicable, firms should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- Q. 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 any 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 the proposing firms, none of the participants in such collusion will be considered in this or future procurements.
- R. No oral understanding or agreement shall be binding on either party.

4. EVALUATION AND AWARD PROCESS

4.1 Evaluation Process

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 the required information will cause a proposal to be deemed nonresponsive and may result in the proposal's disqualification. Responsive proposals will then be scored according to criteria herein.

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

Scored Category	Weight
Background and Personnel Information	30 points
Experience/Expertise with general program overview	40 points
Experience/Expertise Outreach and Marketing, Program Administration: Recordkeeping, Customer Service, Account Management and Web Design and Maintenance	40 points
Cost Proposal	90 points
Possible point Upon Initial Evaluation	200 points
Interview	100 points
Total Possible Points	300 points

The scoring will be done in two phases.

The first phase will be worth a maximum total 150 points, with all items being scored except for the interview portion. Following the initial phase of the evaluation process, the evaluation committee will invite the firms that receive the highest scores based on the point system above.

In the second phase, interviews will be conducted pursuant to the specifications below:

- Interviews will be set for one hour
- There will be a maximum of three (3) presenters for each firm interviewed.
- At HOPE's discretion, the highest scoring firms, will be interviewed.
- Responses provided to specific questions during the interview will be the basis for awarding up to 100 points.
- Interviews will be scored based on the firm's responses to a set of specific questions according to the point scale outlined in Section 4. Firms will be asked the same set of questions. Generally, firms will be asked about the following areas:
 - Background and personnel information
 - Areas identified in the Scope of Work

- Experience/Expertise with COVID Bereaved outreach, reaching foster youth, tribal liaisons and working with vulnerable population
- No unsolicited information, material or presentation may be provided at the interview. Firms are limited in their responses to only information provided in their written proposal and may not introduce new services, products, or other information.
- HOPE reserves the right to not conduct interviews if deemed unnecessary to the selection process.

The following point scale will be used to score the responses to the questions presented under each of the scored category unless otherwise specified.

Points Awarded	Interpretation	General Basis for Point Assignment
100%	Excellent	Response fully meets the Board’s needs, requirements or expectations with a high degree of confidence in the response. Firm offers one or more enhancing feature, method, or approach exceeding basic expectations.
75%	Good	Response fully addresses category being scored. Good degree of confidence in the response. Minimal weaknesses are acceptable.
50%	Adequate	Response (i.e. content and/or explanation offered) is adequate to meet the Board’s needs, requirements or expectations. Any omission(s), flaw(s), or defect(s), are inconsequential and acceptable.
0%	Inadequate	Response fails to address any portion of the category being scored. The omission(s), flaw(s), or defect(s) are significant and unacceptable.

The lowest cost proposal, based on the estimated Total Cost for a Three-Year Contract Term (two years and an optional one-year extension) from Attachment 3, is awarded the maximum cost points. Other proposals are awarded cost points based on the following calculation:

$$\begin{aligned} & (\text{Lowest Cost Proposal} / \text{Other Cost Proposal}) = (\text{Factor}) \\ \text{Cost Points for Other Cost Proposal} & = (\text{Factor}) \times (\text{Maximum Cost Points}) \end{aligned}$$

EXAMPLE (when a maximum of 90 points is available):

$$\begin{aligned} \text{Lowest Cost Proposal} & = \$1,875,000.00 \\ \text{Other Cost Proposal} & = \$2,500,000.00 \end{aligned}$$

$$\$1,875,000.00 / \$2,500,000.00 = 0.75$$

$$(\text{Lowest Cost Proposal} / \text{Other Cost Proposal}) = (\text{Factor})$$

Cost Points awarded to Other Cost Proposal:

$$0.75 (\text{Factor}) \times 90 (\text{Maximum Cost Points}) = 67.50 \text{ Cost Points}$$

4.2 Tiebreaker

In the event two (2) or more responsive and responsible firms earn the highest score, the contract will be awarded to the responsive and responsible firm earning the higher score in Experience/Expertise. If the scores for Experience/Expertise are the same, the contract will be awarded to the responsive and responsible firm earning the higher score in the Background and Personnel Information. If the scores in the Background and Personnel Information are the same, the contract will be awarded to the responsive and responsible firm earning the higher score for Cost.

Proposals that contain false or misleading statements or provide references that do not support an attribute or condition claimed by the firm may be rejected. If, in the opinion of HOPE, such information was intended to mislead HOPE 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.

HOPE is not required to award an Agreement.

4.3 Award and Protest

Notice of the proposed award shall be posted in a public place in the office of the California HOPE Program, 901 P Street, 411B, Sacramento, CA 95814 and on the following Internet site for five (5) working days prior to awarding the agreement: <https://www.treasurer.ca.gov/hope/index.asp>.

- A. If any firm, prior to the award of agreement, files a protest with the California HOPE Program and DGS, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds provided under Public Contract Code Section 10345(b), the agreement shall not be awarded until either the protest has been withdrawn or DGS has decided the matter. It is suggested that the firm submit any protest by contacting the Bid Protest Coordinator at OLSProtests@dgs.ca.gov.
- B. Within five (5) days of filing the initial protest, the protesting firm shall file with DGS, Office of Legal Services, and the California HOPE Program a full and complete written statement specifying the grounds for the protest.

4.4 Disposition of Proposals

- A. Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California and will be regarded as

public records under the California Public Records Act (Government Code section 6250 et seq.) and subject to review by the public.

- B. Proposal packages may be returned only at the firm's expense unless such expense is waived by the California HOPE Program.

4.5 Agreement Execution and Performance

- A. Performance shall start on the express date set by the California HOPE Program and the selected Contractor, after all approvals have been obtained and the agreement is fully executed. Should the company fail to commence work at the agreed upon time, the California HOPE Program, upon five (5) working days written notice to the firm, reserves the right to terminate the agreement. In addition, the firm shall be liable to the California HOPE Program for the difference between the 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.

5. PREFERENCE AND INCENTIVE PROGRAMS

5.1 Small Business (SB) or Microbusiness (MB) Preference Program

Five percent (5%) preference will be applied to certified SBs/MBs submitting proposals in response to this RFP. To obtain the preference, the proposing company must either be a certified SB/MB or be in the process of becoming a certified SB/MB. Proposing companies that wish to obtain the preference shall submit a copy of their certification approval letter from the Department of General Services or shall submit a complete application for certification to the Department of General Services by 5:00 p.m. PT on the proposal due date. Proposing companies in the process of becoming a certified SB/MB must complete the certification process by the time of Agreement award.

[Apply for or Re-Apply for Certification as a Small Business or Microbusiness](#)

The 5% preference is used only for computation purposes to determine the winning proposal and does not alter the amounts of the resulting Agreement, if any. Once each proposal has been scored, if the highest scored proposal is from a non-certified SB/MB, then 5% of the highest scoring proposal is added to the total "earned" points for each proposal submitted by a certified SB/MB. These final numbers, with the 5% preference included, are then used to determine the new highest scoring proposal.

5.2 Non-Small Business (SB) or Microbusiness (MB) Preference

A five percent (5%) preference is available to a non-certified SB/MB claiming at least twenty-five percent (25%) subcontractor participation by a certified SB/MB. If claiming the non-certified SB/MB subcontractor preference, the

proposal must include a list of the certified SBs/MBs with which the proposing company commits to subcontract in an amount of at least 25% of the net proposal price. Each certified SB/MB included in the list must perform a "commercially useful function" as defined in Government Code Section 14837(d)(4).

The required list of SBs/MBs with which the proposing company commits to subcontract in an amount of at least 25% of the net proposal price shall be included on the Bidder Declaration (GSPD-05-105) as provided in Attachment 13.

The preference to a non-certified SB/MB shall be 5% of the highest scoring proposal. A non-certified SB/MB, which qualifies for this preference, may not take an award away from a certified SB/MB.

5.3 Disabled Veterans Business Enterprise (DVBE) Incentive Program

A DVBE incentive will be applied to responsive proposals from responsible proposing companies that are certified DVBEs or that commit to subcontract with a certified DVBE.

[Apply for or Re-Apply for Certification as a Disabled Business Veteran Enterprise](#)

If committing to subcontract with a certified DVBE, the proposal must include a list of the certified DVBEs that will be acting as subcontractors. The required list of certified DVBEs shall be included on the Bidder Declaration (GSPD-05-105) as provided in Attachment 13. Each certified DVBE included in the list must perform a "commercially useful function" as defined in Government Code Section 14837(d)(4).

Proposing companies or subcontractors who have been certified by the Department of General Services as a DVBE must submit a completed DGS PD 843 (Disabled Veteran Business Enterprise Declaration) form with the proposal response. The form is available at: https://www.documents.dgs.ca.gov/dgs/fmc/gsp/pd/pd_843.pdf.

The DVBE incentive will vary in relation to the percentage of confirmed DVBE participation (up to five percent (5%)). See Attachment 16 for more information.

Any Agreement awarded to a company committing to subcontract with a certified DVBE will follow requirements as provided in MVC 999.7 including permanent withholds and deductions for non-compliance with the Std. 817 reporting process.

5.4 The 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. See Attachment 17 for more information.

6. REQUIRED ATTACHMENTS

6.1 Required Attachments Checklist (Attachment 1)

For the proposal to be considered responsive, all required attachments listed on Attachment 1 must be included in the proposal and received by the California HOPE Program by the dates and times shown in Section 3, Proposal Requirements and Information, Item 3.1, Key Action Dates.

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

A complete proposal or proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package also.

Attachment # Attachment Description

- ___ Attachment 1 - Required Attachment Checklist
- ___ Attachment 2 - Proposal/Proposer Certification Sheet
- ___ Attachment 3 - Minimum Qualifications Certification
- ___ Attachment 4 - Proposer References
- ___ Attachment 5 - Resumes of Key Personnel
- ___ Attachment 6 - Cost Proposal Worksheet
- ___ Attachment 7 - Payee Data Record (STD. 204)
- ___ Attachment 8 - Darfur Contracting Act Certification
- ___ Attachment 9 - California Civil Rights Laws Certification
- ___ Attachment 10 - Iran Contracting Act Certification
- ___ Attachment 11 - Contractor Certification Clauses (CCC 04/2017)
- ___ Attachment 12 - GenAI Reporting and Factsheet (Std. 1000)
- ___ Attachment 13 - Bidder Declaration (GSPD-05-105)
- ___ Attachment 14 - Small Business or Microbusiness Preference*
- ___ Attachment 15 - Non-Small or Microbusiness Business Preference*
- ___ Attachment 16 - Disabled Veteran Business Enterprise Incentive Program*
- ___ Attachment 17 - The Target Area Contract Preference Act (TACPA)*

*If Applicable

ATTACHMENT 2

PROPOSAL/PROPOSER CERTIFICATION SHEET

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

Do not return the RFP nor the "Sample Agreement" at the end of this RFP.

- 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.

An Unsigned Proposal/Proposer 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. Proposer'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. Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	
NOTE: Proof of Certification is required to be included if either of the above items is checked "Yes" and will be verified.		
Date application was submitted to OSDS, if an application is pending:		

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the Proposal/Proposer 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 OSDS.

ATTACHMENT 3

MINIMUM QUALIFICATIONS CERTIFICATION

The company certifies that it fulfills the minimum qualifications outlined in Section 2 of Request for Proposals No. HOPE01-24.

On behalf of _____,
(Company Name)

I certify that said company, including any and all subcontractors, complies with the Minimum Qualifications set forth in Section 2 of RFP No. HOPE01-24.

(Authorized Signature)

(Company Name)

(Print Name)

(Date)

(Title)

ATTACHMENT 4

PROPOSER 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 three references for services performed within the last five years, which are similar to the scope of work to be performed in this Agreement. If three references cannot be provided, please explain why on an attached sheet of paper.

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

ATTACHMENT 5

RESUMES OF KEY PERSONNEL

A resume must be provided for each member of the staff identified in the table below as someone who will exercise a significant administrative, policy, or consulting role under the resulting Agreement.

Name	Title & Responsibility	Total Years' Experience	Years with Firm	Most Advanced Degree

ATTACHMENT 7

PAYEE DATA RECORD (STD. 204)

Contractor must provide a taxpayer identification number (TIN) that has been assigned by the Federal Government. The TIN is entered on the Payee Data Record (Std. 204) and retained in our accounting department.

Click here to access the Payee Data Record (Std. 204) form:
<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

ATTACHMENT 8

DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code section 10478, if a proposer 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 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, and have not had within the previous three years,
Initials business activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code section
Initials 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, business
Initials activities or other operations outside of the United States, but we certify that we are not a scrutinized company as defined in Public Contract section 10476.

CERTIFICATION for Paragraph # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer to the clause listed above in Paragraph # 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 9

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, 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 executed or renewed after January 1, 2017, 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.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Executed in the County of	Executed in the State of
Date Executed	

ATTACHMENT 10

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code sections 2202-2208)

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>

ATTACHMENT 11

CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

CERTIFICATION

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/Proposer 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 12

GENERATIVE ARTIFICIAL INTELLIGENCE REPORTING & FACTSHEET

The State of California seeks to realize the potential benefits of Generative Artificial Intelligence (GenAI), through the development and deployment of GenAI tools, while balancing the risks of these new technologies. Proposer must notify the State in writing if their solution or service includes, or makes available, any GenAI, including GenAI from third parties or subcontractors.

The State has developed a GenAI Reporting and Factsheet (STD. 1000) to be completed by the Proposer.

Failure to report GenAI to the State may void any resulting contract. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.

Upon receipt of a Proposer's GenAI Reporting and Factsheet (STD. 1000), the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject proposals that present an unacceptable level of risk to the state.

Click here to access the most recent version of the GenAI Reporting and Factsheet (STD. 1000) form: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std1000.pdf>

ATTACHMENT 13

BIDDER DECLARATION (GSPD-05-105)

Complete the Bidder Declaration (GSPD 05-105) form and identify if your company is a Small Business, Micro-Business, and/or Disabled Veteran Business Enterprise. Also indicate any subcontractors, if applicable.

Click here to access the most recent version of the Bidder Declaration (GSPD 05-105) form:

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

ATTACHMENT 14

SMALL BUSINESS (SB) OR MICROBUSINESS (MB) PREFERENCE PROGRAM

(If Applicable)

A five percent (5%) preference will be applied to certified SBs/MBs submitting proposals in response to this RFP. To obtain the preference, the proposing company must either be a certified SB/MB or be in the process of becoming a certified SB/MB. Proposing companies that wish to obtain the preference shall submit a copy of their certification approval letter from the Department of General Services or shall submit a complete application for certification to the Department of General Services by 5:00 p.m. PT on the proposal due date. Proposing companies in the process of becoming a certified SB/MB must complete the certification process by the time of contract award.

[Apply for or Re-Apply for Certification as a Small Business or Microbusiness](#)

The 5% preference is used only for computation purposes to determine the winning proposal and does not alter the amounts of the resulting contract, if any. Once each proposal has been scored, if the highest scored proposal is from a non-certified SB/MB, then 5% of the highest scoring proposal is added to the total “earned” points for each proposal submitted by a certified SB/MB. These final numbers, with the 5% preference included, are then used to determine the new highest scoring proposal.

ATTACHMENT 15

NON SMALL BUSINESS (SB) OR MICROBUSINESS (MB) PREFERENCE

(If Applicable)

A five percent (5%) preference is available to a non-certified SB/MB claiming twenty-five percent (25%) subcontractor participation by a certified SB/MB. If claiming the non-certified SB/MB subcontractor preference, the proposal must include a list of the certified SBs/MBs with which the proposing company commits to subcontract in an amount of at least 25% of the net proposal price. Each certified SB/MB included in the list must perform a "commercially useful function" as defined in Government Code Section 14837(d)(4).

The required list of SBs/MBs with which the proposing company commits to subcontract in an amount of at least 25% of the net proposal price shall be included on the Bidder Declaration (GSPD-05-105) as provided in Attachment 10.

The preference to a non-certified SB/MB shall be 5% of the highest scoring proposal. A non-certified SB/MB, which qualifies for this preference, may not take an award away from a certified SB/MB.

ATTACHMENT 16

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE PROGRAM

(If Applicable)

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 solicitation 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 proposals (herein “proposal” or “proposals”) from responsible proposers 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%

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.

DVBE PARTICIPATION COMMITMENT. **Proposers seeking the DVBE incentive must submit a completed Disabled Veteran Business Enterprise Declaration, DGS PD 843, which demonstrates DVBE participation and qualification for a DVBE incentive.** All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s) which may be obtained through the following link: https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf. The completed form should be included with the submitted proposal.

DVBE participation information submitted by the intended awardee will be verified by the State. If evidence of an alleged violation is found during the verification process, the State or the Department of General Services, Office of Small Business and DVBE Services (OSDS) shall initiate an investigation in accordance with PCC section 10115 et seq., MVC section 999 et seq., and CCR, title 2, section 1896.60 et seq. Contractors found to be in violation of certain provisions may be subject to loss of certification, contract termination, and/or other penalties.

Only State of California OSDS certified DVBEs that perform a commercially useful function relevant to this solicitation may be used for the DVBE incentive and to comply with the DVBE Participation Goal Program. Please see MVC section 999(b) and CCR, title 2, section 1896.62(l) regarding the performance of a commercially useful function. Proposers are to verify each DVBE subcontractor's certification with OSDS to ensure DVBE eligibility. Proposers cannot demonstrate DVBE incentive eligibility and DVBE Participation Goal Program compliance by performing a good faith effort.

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

RESOURCES AND INFORMATION*

U.S. Department of Labor: System for Award Management Formerly Central Contractor Registration on-line database https://www.dol.gov/general/business-ccr	FOR: Service-Disabled Veteran-Owned Businesses in California
Local Organizations: DVBE local contacts www.pd.dgs.ca.gov/smbus	FOR: List of Potential DVBE Subcontractors
Department of General Services, Procurement Division (DGS-PD) eProcurement : Website : https://caleprocure.ca.gov/pages/index.aspx Phone : (916) 375-2000 Email : eprocure@dgs.ca.gov	FOR: <ul style="list-style-type: none">• 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: www.pd.dgs.ca.gov/smbus OSDS Receptionist: (916) 375-4940 PD Receptionist: (800) 559-5529 Fax: (916) 375-4950 Email: osdchelp@dgs.ca.gov	FOR: <ul style="list-style-type: none">• 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)

*Contact information and available resources may be subject to change by the respective administration, department, division, or office. DVBEs must be certified by OSDS.

ATTACHMENT 17

THE 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 5 percent (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](#))

The California HOPE Program 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.

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 HOPE for Children Trust Account Program Board

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

February 10, 2025 (or upon approval by the Department of General Services, whichever is later)

THROUGH END DATE

February 9, 2028

3. The maximum amount of this Agreement is:

\$2,500,000.00 (two million five hundred 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	Scope of Work	10
Exhibit A, Attachment 1	Resumes of Key Personnel	1
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit B, Attachment 1	Cost Proposal	1
Exhibit C *	General Terms and Conditions (GTC 04/2017)	1
Exhibit D	Special Terms and Conditions	9

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 HOPE for Children Trust Account Program Board

CONTRACTING AGENCY ADDRESS

901 P Street, Suite 411B

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Kathryn O'Connor

TITLE

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 following scope of work details the Board's expectations for the Program Administrator. The program administrator will provide all program administration services, mobile-optimized website development and management, develop and manage outreach, enrollment, and services coordination and other general responsibilities. Further description of each service area is provided below.

1. Program Administration

A. Information Management System

- i. Create an Information Management System (IMS) to support the Program that will allow the HOPE program staff to securely view information about the number of enrolled children, date of enrollment, age, other personally identifiable information for match purposes, earliest potential draw date, participant engagement, balance and fund allocations per account, number and amounts of contributions year to date and since inception, disbursement dates, periodic updates on the number and approximate ages of expected newly eligible youth, participant in financial education programs, and other demographic and economic information about program participants on the individual and aggregate level.
- ii. At a minimum, the proposed IMS solution should provide the following capabilities:
 - a. Software as a Service (SaaS) Federal Risk and Authorization Management Program (FedRAMP) Security Authorization and associated Infrastructure as a Service (IaaS) and Platform as a Service (PaaS) FedRAMP Security Authorization at Moderate level or higher.
 - b. Securely controlling data so that it is processed, stored, and accessible only from within the United States.
 - c. Maintenance, including responsiveness and minimal downtimes.
 - d. Support single sign on and multifactor authentication.
 - e. Role-based access and user management.
 - f. Product meets all applicable accessibility guidelines.
 - g. Data or business dictionary functionality.

- h. Full and incremental data loads.
 - i. Batch and real time processes to load data changes.
 - j. Data quality flags.
 - k. Matching, merging, and unmerging capabilities.
 - l. Matching analytics and reporting.
 - m. Refining matches and identifying mismatches based on new information.
 - n. Self-service reporting, canned reports, and dashboards.
- iii. Train HOPE staff on how to use the IMS.

B. Enrollment

- i. Establish or continue the development of data-sharing agreements/Interagency Agreements with local, state, and federal partners, including the Department of Social Services, Department of Public Health, and Medi-Cal, the Income and Eligibility Verification System, the National Association for Public Health Statistics and Information Systems, and any other similar partners to access necessary information for verifying eligibility of youth.
- ii. Create processes to efficiently auto-enroll youth whose eligibility can be established and verified via the above data-sharing agreements and to enroll youth who present documentation, including legal attestations (statements signed under penalty of perjury), that establish eligibility.
- iii. Create and implement a process to appeal enrollment denials that will allow those appealing to provide additional information and receive a decision within 60 days.
- iv. Develop and implement fraud prevention and identity verification protocols that will allow minors, many of whom may not have social security or taxpayer identification numbers or other traditional identification documents, to be verified using available government-issued identification, alternative documentation (e.g., school records, birth certificates), as well as mobile number verification, digital identity checks, and other noninvasive means.

C. Account Management

- i. Within 6 months of date of contract execution, the contractor shall create a policy and procedure for the HOPE program that clearly identifies:
 - a. Eligibility
 - b. Enrollment into the program
 - c. Grievance process
 - d. Impose appropriate monitoring safeguards on contributions and withdrawals from accounts
 - e. Develop incentives for youth in financial education mentoring program.
 - f. Develop incentives for participation in financial education and mentoring program
 - g. Track youth in financial education program.
 - h. Provide CDSS and HOPE a list of newly enrolled foster youth.
 - i. Provide quarterly and annual statements to enrolled youth.
 - j. Provide account closure statement 60 days prior to enrolled participants 27th birthday to remind participants that funds must be withdrawn before their 27th birthday.
 - k. Provide an annual financial audit to HOPE.
 - l. Contractor representative will attend Board meetings and provide program related reports to the Board.
- ii. Create HOPE Accounts and coordinate with the HOPE Fund investment team to determine a schedule of allocations from the Fund to the Accounts so that every enrolled youth will have access to an equitable amount when they turn 18 years old, adjusting for inflation.
- iii. Help determine the value of monetary incentives to be allocated to those who participate in financial education and mentoring programs, based on the availability of private secured funds.
- iv. Develop a dynamic allocation schedule that can be adjusted in real-time based on changes in participant circumstances or legislative updates, maximizing flexibility and responsiveness.

- v. Plan for and manage funds for disbursement to participants eligible to withdraw (from their 18th birthday through their entire 26th year, i.e. 11:59 pm before their 27th birthday).
- vi. Develop and employ disbursement through secure, traceable transactions that ensure that disbursements from HOPE accounts are deposited only to an eligible account, currently defined as a checking, savings, or prepaid card account that is subject to 12 CFR Part 1005, Regulation E, and is either solely owned by the eligible youth or has been established by a fiduciary for the eligible youth as the sole principal beneficiary. CalSavers and CalABLE accounts are considered eligible accounts.
- vii. Notify banks of statutory protections on HOPE deposits.

D. Participant Engagement and Customer Service

- i. Provide initial and regular notices to enrollees, parents/guardians/caregivers, directly, and via the Department of Social Services and county welfare offices.
- ii. Offer comprehensive customer support that includes multi-channel (phone, email, chat), trauma-informed, and multilingual support that provides timely responses to inquiries.
- iii. Provide ongoing, specialized training for customer service staff to properly handle secure data, act with empathy, and manage crisis calls with trauma-informed and culturally sensitive care.
- iv. Provide automated, personalized notifications via text and email to engage participants at critical milestones, such as upcoming eligibility deadlines or financial education opportunities.
- v. Implement a data reporting system to track interactions, identify service gaps, generate detailed monthly reports, and identify opportunities for program improvement.

2. Mobile-Optimized Website Development and Management

- A. Within 6 months from the date of contract execution, contractor shall develop, maintain, and update a mobile-optimized, HOPE- branded website (with potential multilingual capabilities) with an intuitive interface that is easy for youth to use, has secure login, and clear navigation and instructions, and includes the following:
 - i. An eligibility portal that allows youth or their parents or other caregivers the ability to (1) answer questions, (2) upload or create electronically singable documents, including signed statements under penalty of perjury, and (3) provide other necessary information that the Program

Administrator can verify via interagency agreement partners and other processes to establish eligibility and set up a HOPE Account.

- ii. A website that clearly identifies eligibility criteria. This should include consent screens and language explaining reasons for requesting specific Personal Identity Information (PII). Should include an option to opt-out of sharing data and if it means the applicant can't verify their eligibility.
- iii. An account dashboard that provides an updated history of the dollars allocated to their HOPE Account, projections for the amount of money expected to be available by their 18th birthday and on the last day of age 26, and opportunities to access and verify participation in financial education resources and services.
- iv. The ability for HOPE participants to submit and resolve disputes; capture participant and other stakeholder feedback; and participate in periodic surveys, including those developed by the Stanford Center on Poverty and Inequality and other partners to document program engagement and impact evaluation.
- v. Tutorial videos and other guides to help respondents learn about the following topics: the HOPE program in general, information that is needed in the eligibility portal with explanatory information, how a participant provides the necessary information, how to access the account dashboard and the information that will be provided via the dashboard, how to submit disputes, how to request disbursement from their HOPE Account, and other relevant topics.
- vi. Website is compliant with the Americans with Disabilities Act ("ADA"), Sections 7405 and 11135 of the California Government Code, Web Content Accessibility Guidelines ("WCAG") for people with disabilities, and uses "People First" language. The website should provide access to Program information.
- vii. Includes interactive "live chat" features that allow enrollees to interact with customer service.
- viii. Website is compliant with the Americans with Disabilities Act ("ADA"), Sections 7405 and 11135 of the California Government Code, Web Content Accessibility Guidelines ("WCAG") for people with disabilities, and uses "People First" language. The website should provide access to Program information.
- ix. Develop, produce, and distribute official disclosure statements and any necessary supplements or updates. These documents must also be made available in Spanish.

3. Outreach, Enrollment, and Services Coordination

A. Create and implement an outreach and enrollment support strategy.

Within 6 months from the date of contract execution, the contractor will provide a market and outreach plan that will provide:

- i. Methodology to outreach in rural areas.
- ii. Methodology to reach COVID bereaved youth in high Medi-cal populated areas.
- iii. Methodology to market HOPE using social marketing and media that utilizes HOPE branding.
- iv. Develop toolkits that includes outreach materials, enrollment process and materials that support the financial education policy.
- v. Work with STO's external affairs teams.
- vi. Create and enrollment guide and HOPE program brochure.
- vii. Contractor shall provide a monthly report to HOPE by the 20th of each month, a report that contains ongoing and completed marketing and outreach efforts of the preceding month.
- viii. Identify community, agency, and institutional partners that operate in the communities in which HOPE eligible youth reside. These partners will facilitate spreading awareness of the HOPE program, helping to identify eligible youth, and providing enrollment support (digitally, telephonically, or in person).
- ix. Work with these partners to develop a comprehensive outreach and enrollment support plan that includes digital, in-person, and grassroots strategies. Use data analytics to target outreach and enrollment support effectively.
- x. Work with COVID-19 Bereaved Outreach subcommittee to ensure current and future outreach methodology to reach COVID-19 Bereaved youth, tribal liaison partners and long-term foster youth.
- xi. Offer regular, interactive training sessions and webinars for outreach and enrollment partners, supplemented with a library of digital and other resources for ongoing support.

- xii. Implement a robust data tracking system to measure the effectiveness of outreach and enrollment activities to continuously improve them based on feedback and engagement metrics.

B. Market the HOPE Program

- i. Use existing logos and branding tools and your own market research to create local and social media campaigns that will build recognition for the HOPE program across key audiences. These includes the communities that eligible children and youth live in and frequent, community organizations that serve eligible youth (such as nonprofits with civic and service missions and faith-based institutions), philanthropic leaders, policy makers, voters, and the wider public.
- ii. Use the explicit goals of the HOPE Act including hope, opportunity, economic autonomy and wealth-building capacity, as well as narrative themes developed by the Youth Panel of Experts and Youth Ambassadors to increase engagement among eligible youth and their caregivers.
- iii. Foster strategic partnerships with community organizations, educational institutions, and local agencies to extend the program's reach, provide additional resources and support, and help build trust within the community.

C. Create and implement HOPE's financial education program

- i. Adhering to the HOPE Financial Education Policy, vet and develop service agreements with financial education providers, such as experienced community-based nonprofit service providers, government agencies, and others, to maximize HOPE program participants' economic autonomy by helping them develop their own individualized plan to use, match or safely leverage their HOPE funds for wealth-building opportunities.
- ii. Develop financial education participation goals and strategies to meet them. This includes providing financial incentives to participants for completion of programs, depending on availability of private secured financial resources.

4. General Responsibilities

A. Report to the HOPE Executive Director and designated staff

- i. Regularly meet with HOPE staff and attend board meetings, as needed.
- ii. Engage with Youth Ambassadors, board members, and community partners, as needed, to identify areas and plans for ongoing program improvement.

B. Create infrastructure that can adapt as needed and easily coordinates with other Contracted Vendors

- i. Create program infrastructure that can adapt to legal, regulatory, and policy changes that may affect the amount of state resources available to the program, the size of eligible populations to be served, and other program features.
- ii. Program infrastructure must also allow easy coordination between Program Administration, Website Development and Management, and Outreach, Enrollment, and Service Coordination to ensure that each participant has an uninterrupted experience from finding out about the HOPE program through enrollment, participation in financial education and mentorship programs, and disbursement.

C. Advance Diversity, Equity, and Inclusion (DEI)

- i. Collaborate with the Executive Director to continuously improve the DEI strategies of the HOPE team to support long-term program performance.
- ii. Provide DEI training for program staff, inclusive outreach strategies, and tailored services to meet the diverse needs of participants.
- iii. Ensure service design and delivery reflects the diversity of target audiences, is culturally appropriate, developed with community leaders, and engages targeted communities such as through tailored messaging, inclusive imagery, and partnerships with trusted local organizations.

D. Recordkeeping

- i. Use secure systems to create, receive, manage, and maintain records and documents relating to eligibility, enrollment, accounting, contact information, and program engagement for every participant, consistent with the requirements of the Information Practices Act of 1977 (Civil Code Section 1798, et seq.) and in adherence with industry standard security protocols such as encrypted data storage and sharing methods;
- ii. Track engagement by eligible children, their caregivers, and program enrollees, such as engagement with community outreach services, enrollment support, use of the eligibility portal and dashboard, customer service requests and appeals and their resolutions, use of financial education services, and disbursements.
- iii. Request, gather, and maintain demographic information that may be voluntarily provided by the program enrollee, their parent(s), legal guardian(s), Indian custodian(s), or primary caregiver(s), regarding eligible children, program enrollees, and eligible youth in the program, such as

gender, race or ethnicity, geographic location, language, and general income level, to improve the HOPE program.

- iv. Develop comprehensive data management policies that include data minimization, access control, and real-time monitoring to detect unauthorized access or breaches and implement automated data integrity checks and continuous backups to ensure data accuracy and security.

E. Compliance

- i. Develop and implement a comprehensive compliance and risk management plan that includes regular external audits, continuous monitoring for legal, regulatory and policy changes, and a rapid response strategy for relevant compliance issues, e.g., participant confidentiality, secure data transmission and storage, identity verification, and fraud prevention.
- ii. Produce audited reports, as needed.
- iii. Implement a detailed program assessment framework to evaluate program performance against multiple metrics, including participant outcomes, engagement, and satisfaction.
- iv. Provide ongoing program assessment and recommendations regarding program administration, interagency agreements, and policy per the HOPE Act and adopted operation values.
- v. Provide proactive policy recommendations and scenario planning to prepare for potential changes in the legal, regulatory, and policy environment and support program expansion.

F. Provide Report on outreach, enrollment, marketing, and financial education activities, accomplishments, and expenditures

- i. No less than every 90 days, then firm shall provide HOPE a report that details marketing updates including but not limited to outreaches conducted, marketing in rural areas, financial activities.

5. Term of Agreement

The term of the Agreement will be for a three-year period beginning February 10, 2025 through February 9, 2028 and shall not exceed \$2,500,000. The California HOPE Program shall have three options to extend the Agreement by one additional year and up to \$500,000 per year. The Agreement shall not exceed \$4,000,000.00 for the entire term, including all optional extensions. This Agreement is subject to the approval of the Department of General Services

(DGS). In no event shall services be performed prior to the approval of the agreement by the DGS Office of Legal Services.

6. Project Representatives

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

State Agency: California HOPE for Children Trust Account Program Board	Contractor: TBD
Contact Name: Kathryn O'Connor	Contact Name:
Address: 901 P Street, Suite 411B Sacramento, CA 95814	Address:
Phone: (916) 651-0549	Phone:
Email: kasey.o'connor@treasurer.ca.gov	Email:

EXHIBIT A, ATTACHMENT 1
(Standard Agreement)

RESUMES OF KEY PERSONNEL

EXHIBIT B
(Standard Agreement)

BUDGET DETAILS AND PAYMENT PROVISIONS

1. Invoicing and Payment

For services satisfactorily rendered, and upon receipt and approval of invoices, the State agrees to compensate the Contractor at the rates provided in Exhibit B, Attachment 1 (Cost Proposal).

Invoices shall include Agreement Number HOPE01-24 and shall be submitted not more frequently than monthly in arrears to:

California HOPE for Children Trust Account Program Board
Attn: Accounting Office
P.O. Box 942809
Sacramento, CA 94209

Each invoice shall be itemized and shall include at a minimum the name of the employee performing services and specific activities of each classification.

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.

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 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 may be viewed and downloaded 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 paragraph 1 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.

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.

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 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 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.

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 A. 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.

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 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.
- 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 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:

- 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).)

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

The State 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.

37. Generative Artificial Intelligence (GenAI) Technology Use & Reporting

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.