



STATE OF CALIFORNIA

Department of Financial Protection and Innovation

GOVERNOR **Gavin Newsom** • COMMISSIONER **Clothilde V. Hewlett**

**SMALL BUSINESS (SB)
REQUEST FOR OFFER (RFO) 2023-OPA-088380
CalMoneySmart Reporting and Creative Support Services**

MAY 15, 2024

This offer is due by 05:00 PM on June 4, 2024.

You are invited to review and respond to this Request for Offer (RFO), entitled **CalMoneySmart Reporting and Creative Support Services**. Only a current California certified Small Businesses and/or Microbusinesses are qualified to participate in this RFO. In submitting your offer to this RFO, you must comply with all instructions found herein. By submitting an offer, your firm agrees to the terms and conditions stated in this RFO.

Please read the enclosed document carefully. The offer to this RFO is due by 05:00 PM on June 4, 2024.

Responses to this RFO must be submitted by electronic mail, clearly labeled to the department contact noted below.

Department Contact:

Darren Chu
Business Operations Office
Department of Financial Protection and Innovation
Email: Solicitation3@dfpi.ca.gov

1. GENERAL INFORMATION

The Department of Financial Protection and Innovation (DFPI) provides protection to consumers and services to businesses engaged in financial transactions. DFPI regulates a variety of financial services, products, and professions, and oversees the operations of state-licensed financial institutions, including banks, credit unions, money transmitters, issues of payment instruments and traveler's checks, and premium finance companies. Additionally, DFPI licenses and regulates a variety of financial businesses, including securities brokers and dealers, investment advisers, deferred deposit and certain fiduciaries and lenders, and regulates the offer and sale of securities, franchises, and off-exchange commodities.

The CalMoneySmart grant program began when Governor Gavin Newsom signed Senate Bill 455 (Bradford) in October 2019. This created the Financial Empowerment Fund to fund a grant program for nonprofit organizations to provide financial education and empowerment programs and services for unbanked and underbanked consumers in California. As California's state financial regulator, the DFPI was tasked with the execution of the new grant program under SB 455. In 2021-22, Assembly Bill 137 expanded the Financial Empowerment Fund by an additional \$10 million, increasing the annual amount available for grants to \$2 million with a maximum grant award of \$200,000 per fiscal year until the program sunsets on January 1, 2030.

The DFPI is seeking a vendor to offer comprehensive support in the development of the CalMoneySmart Annual Report. In collaboration with the DFPI Grants Team, the selected vendor will be responsible for collating and analyzing quantitative data, qualitative insights, and programmatic outcomes to create a narrative of the program's performance. The vendor will deliver enhancements for the annual report, including crafting storytelling elements and designing layouts, ultimately delivering a final report optimized for dissemination to key audiences.

The selected vendor will also be responsible for developing broad creative and messaging support to amplify the impact of information shared in the CalMoneySmart annual report and throughout the CalMoneySmart grant cycle. This component will include the development of digital creative assets and messaging that can be used to promote the program on the DFPI website and social media channels. The selected vendor will incorporate these assets into a toolkit and provide recommendations for its use.

2. TERM OF CONTRACT AND AVAILABLE FUNDING

Effective upon approval of The Department of General Services (DGS), the term of the contract is anticipated to be from **6/30/2024 to 6/29/2027**.

This Agreement shall not exceed **\$180,000.00**.

DFPI reserves the right to reduce the contract amount to an amount deemed appropriate in the event the budgeted funds do not provide full funding of DFPI contracts. In this event, the Contractor and Project Representative shall meet and reach agreement on a reduced scope of work commensurate with the level of available funding, with an approved amendment.

3. RFO GUIDELINES

This RFO and the Offeror's offer will be made a part of the contract file by reference.

Offers to this RFO must contain all data/information requested and must conform to the format described. It is the Offeror's responsibility to provide all required data and any other information deemed necessary for the Department of Financial Protection and Innovation (DFPI) to determine and verify the Offeror's ability to perform the tasks and activities defined in the Scope of Work (Attachment A, Exhibit A).

All questions concerning this RFO shall be in writing and submitted by email to Solicitation3@dfpi.ca.gov and CC'd to Darren.Chu@dfpi.ca.gov on or prior to **May 22, 2024, by 05:00 PM PST. Questions via fax or telephone shall not be accepted.**

Upon an offer opening, all documents submitted in response to this RFO 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. The State cannot prevent the disclosure of public documents. However, the contents of all offers, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of an offeror's offer, shall be held in the strictest confidence.. We recommend that you register the copyright for any proprietary material submitted.

KEY ACTION DATES

Key Action Dates	Date
Release RFO	5/15/2024
Deadline to Submit Written Questions*	5/22/2024 by 05:00 PM PST
DFPI's Responses to Questions	5/28/2024
Deadline to Submit Offer*	6/4/2024 by 05:00 PM PST
Anticipated Contract Award	6/30/2024
Anticipated Start Date	6/30/2024 or Upon DGS approval, whichever occurs later

4. RFO CONTENT

The Offeror must submit an offer entitled "**Offeror's response to SB RFO 2023-OPA-088380 for CalMoneySmart Reporting and Creative Support Services**" with the following documents:

A. Offeror's Response

The Offeror must submit a response to the Scope of Work (Attachment A, Exhibit A) describing how the experience and/or training qualifies the contractor to perform the Scope of Work.

The offers shall contain all information requested and submitted in the format described herein. It is the Offeror's responsibility to provide all required data and information necessary for DFPI's Assessment Team to determine and verify the Offeror's ability to perform services identified in the Scope of Work and the Cost Worksheet (Attachment 2).

In responding to this RFO, Offerors must describe their approach in a detailed work plan and explain what capacities and experiences uniquely set them apart to be successful in the required services. The detailed work plan should include a description of how tasks described will be accomplished, including a proposed schedule. Offers will be evaluated based on the narrative response that addresses the qualifications and experience of the Offeror as it related to Investor Education Media Buy.

B. Cost Worksheet

The Offeror must provide price and total by description of services to be charged for work requested as identified in the attached Cost Worksheet (Attachment 2). All four (4) cost tables on the Cost Worksheet need to be completed to be responsive.

C. Resumes

The Offeror must provide resumes of all staff including subcontractors who will work on this contract. Resumes should clearly demonstrate the relevant experience described in the offer. An acceptable resume must include the individual's experience and education, any applicable credentials and certifications, current work history and a summary of similar work performed.

D. Client References

The Offeror shall provide three (3) customer references for projects of a similar nature, using Attachment 12. References cannot be with the DFPI. The reference information for the company must include the following:

- Name of customer organization
- Name of the project
- Company's role or the project
- Types of services provided
- Customer's point of contact, including email address and phone number

5. RFO REVIEW AND COMPARISON

At the time offers are reviewed, each offer shall be screened for the presence or absence of required information in conformance with the submission requirements (See Attachment 1, RFO Required Checklist).

DFPI shall review each offer to determine its responsiveness to the RFO, Scope of Work (Attachment A), and Cost Worksheet (Attachment 2). If a response is missing information required in RFO Content (Section 4) and RFO Required Checklist (Attachment 1), the offer may be deemed not responsive and may be rejected. Further review is subject to DFPI's discretion. The award of a contract resulting from this RFO will be based on best value.

Tie Breaker:

In the event of a precise tie between the low responsible offer of a certified small business and the low responsible offer of a certified disabled veteran owned business that is also a small business, the contract will be awarded to the disabled veteran owned small business. All other ties will be decided by coin toss.

Evaluation and Scoring Criteria

A twenty (20) point scale will be used to score the Offeror's responses to this Agreement. Offerors will be awarded points based on the point assignment criteria described below.

Point Range	Interpretation	General Basis For Point Assignment
0	Inadequate	The Proposal does not address the criteria, provides an unclear or confusing description of the criteria, or otherwise contains fatal flaws or omissions.
1-6	Barely Adequate	The Proposal addresses the core component of the criteria, but contains substantial flaws or omissions, or is vague.
7-13	Adequate	The Proposal addresses the core component of the criteria and does so in a manner that is clear and fully meets the expectations. Any flaws or omissions are inconsequential.
14-20	Excellent	The Proposal fully addresses the criteria in a clear and concise manner. The Proposal has one or more enhanced features or methods that will enable performance to exceed expectations.

Criteria	Points Possible
1) Total Score – Executive Summary	40
The Offeror provides a clear, concise, and comprehensive Executive Summary in the proposal.	20
The Offeror demonstrates understanding of the purpose, objectives, and key goals of the CalMoneySmart program.	20
2) Total Score – Project Management and Reporting	40
The Offeror outlines a project management methodology for managing tasks, milestones, and deliverables throughout the project lifecycle.	20
The Offeror presents reporting mechanisms for tracking progress and communicating with stakeholders, including frequency and format of reports.	20
3) Total Score – Creative Capability	80
The Offeror demonstrates creativity in crafting storytelling elements that effectively communicate project impact and outcomes.	20
The Offeror displays innovation in designing layouts and visual elements to enhance project reporting.	20
The Offeror demonstrates the ability to develop digital creative assets and messaging aligned with the DFPI's branding guidelines for use on website and social media channels.	20
The Offeror demonstrates the ability to integrate storytelling elements and creative assets into a cohesive toolkit for dissemination to key audiences.	20
4) Total Score – Offeror Experience	60
The Offeror has experience in developing similar publications for government and/or large-scale agencies.	20
The Offeror has experience engaging in successful collaboration with government and/or large-scale agencies.	20
The Offeror demonstrates expertise in data analysis, narrative development, and report design.	20

Total Technical Assessment Scores	Points Possible
Executive Summary	40
Project Management and Reporting	40
Creative Capability	80
Offeror Experience	60
Maximum Points for Stage 2	220
Minimum Points Required to go on to Stage 3	154
Maximum Points for Cost Evaluation	100
Total Maximum Points (Stage 2 and 3 Evaluation)	320

Cost Evaluation

Offeror costs will be scored relative to other offers received. The Offeror with the lowest cost will be awarded 40 points. The following formula will be used to assign scores to Offeror's costs. The formula below is based on the Grand Total Cost in Cost Table 3 on the Cost Worksheet (Attachment 2).

$$\frac{\text{Lowest Cost}}{\text{Offeror Cost}} \times 100 = \text{Offeror Score}$$

6. ADMINISTRATIVE REQUIREMENTS

- a. The Bidder's Declaration (Attachment 3) must be completed. If the offeror is using subcontractors, the firm name, contact person, and address including City/State/Zip, telephone number, and email must be listed on the Bidders Declaration.
- b. Provide a copy of current certification as a California-certified small business. If proof of current certification status as an SB cannot be verified, DFPI reserves the right to award the contract to the next lowest offeror.
- c. California Civil Rights Laws Certification (Attachment 7) must be completed. Prior to submitting an offer or executing a contract or renewal for a State of California contract for goods or services of \$100,000 or more, an offeror must certify that it is in 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). Additionally, if a contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor shall certify 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).
- d. Provide responses to Attachments required on the RFO Required Checklist (Attachment 1).

- e. The Generative Artificial Intelligence (GenAI) Disclosure and Factsheet (Attachment 16) must be completed.

7. GENERAL TERMS AND REQUIREMENTS

- a. DFPI reserves the right at any time to reject any or all offers.
- b. The evaluation of the responses, and the award of any resulting contracts shall be made in compliance with Government Code (G.C.) Section 14838.5, its amendment Assembly Bill (AB) 2890, and Senate Bill (SB) 1049 of the Statutes. These codes allow the State or Departments to unilaterally award a service contract to a certified small business, microbusiness, or DVBE without following the normal requirements for advertising, bidding and protests, so long as two price quotes have been received from certified small businesses, microbusinesses, or DVBEs and the award is to a small business, microbusiness, or DVBE.
- c. All offers and related documents submitted in response to this RFO become public information and the property of the State of California and shall be retained for official purposes.
- d. All offer development costs are the Offeror's responsibility and shall not be chargeable to DFPI.
- e. It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.
- f. Upon award of the agreement resulting from this RFO, the contractor will be required to comply with the insurance requirements contained in Exhibit D of Attachment 14 - Sample Standard Agreement.

8. ATTACHMENTS

Attachment A – Exhibit A Scope of Work

Attachment 1 – RFO Required Checklist

Attachment 2 – Exhibit B-1, Cost Worksheet

Attachment 3 - Bidders Declaration GSPD-05-105

Attachment 4 – Payee Data Record – STD 204

Attachment 5 - DGS PD 843 – DVBE Declaration (if applicable)

Attachment 6 – California Small Business Certification

Attachment 7 – California Civil Rights Laws Certification

Attachment 8 – Commercially Useful Function Certification

Attachment 9 – Darfur Certification

Attachment 10 – Contractor Certification Clauses CCC 04/2017

Attachment 11- Offeror's response

Attachment 12- Client References

Attachment 13 – Resumes

Attachment 14 - Sample Standard Agreement

Attachment 15 – Sample Work Authorization Form

Attachment 16 – STD 1000 Generative Artificial Intelligence Disclosure

EXHIBIT A

STANDARD AGREEMENT

1. Pursuant to Government Code Sections 4525-4529 and California Code of Regulations, Title 14, Sections 4725-4736, the State does hereby engage Contractor to furnish all materials, labor, incidentals to provide **CalMoneySmart Reporting and Creative Support Services** for the State.
2. The **CalMoneySmart Reporting and Creative Support Services** shall be performed at dates, times, and locations specified by the DFPI. Work to be conducted virtually within DFPI business hours, and/or on weekends, if needed, excluding State observed holidays.
3. Work may be conducted before 7:00 a.m., after 5:00 p.m., and/or on weekends, if needed, excluding State observed holidays.
4. The Agreement representatives during the term of this Agreement will be:

State Agency:	Dept. of Financial Protection & Innovation	Contractor:	
Section/Unit:	Office of Public Affairs	Section/Unit:	
Attention:	Julie Michaelson	Attention:	
Address:	2101 Arena Blvd.	Address:	
City/State/Zip Code:	Sacramento, CA 95834	City/State/Zip Code:	
Phone:	(916) 579-8622	Phone:	
Fax:		Fax:	
E-mail Address:	Julie.michaelson@dfpi.ca.gov	E-mail Address:	

There shall be no change in the Contractor's Project Representative or members of the project team without written approval by the State. Changes to, or deviations from the contract documents shall not be made, unless approved in writing by the Agreement Representative.

DETAILED SCOPE OF WORK

BACKGROUND

The CalMoneySmart grant program began when Governor Gavin Newsom signed Senate Bill 455 (Bradford) in October 2019. This created the Financial Empowerment Fund to fund a grant program for nonprofit organizations to provide financial education and empowerment programs and services for unbanked and underbanked consumers in California. As California's state financial regulator, the DFPI was tasked with the execution of the new grant program under SB 455. In 2021-22, Assembly Bill 137 expanded the Financial Empowerment Fund by an additional \$10 million, increasing the annual amount available for grants to \$2 million with a maximum grant award of \$200,000 per fiscal year until the program sunsets on January 1, 2030.

Currently in its fifth cycle, the CalMoneySmart program has evolved into a pivotal resource for addressing the financial needs of marginalized communities across the state. By providing grant funding to diverse nonprofit organizations, CalMoneySmart has facilitated the implementation of innovative initiatives, empowering individuals with essential financial knowledge and skills, while also catalyzing community-driven solutions to address financial barriers.

The CalMoneySmart Annual Report provides a summary of the program results. It is derived by aggregating the final reports submitted by grantees at the end of each funding year. These reports describe the impact of grant funding using quantitative and qualitative information.

The report also serves as a platform to showcase the contributions of CalMoneySmart's nonprofit grantees and their impact in advancing financial education and empowerment across California. Additionally, the report plays a vital role in communicating the program's results to stakeholders, including legislators, nonprofit partners, and the communities served.

As CalMoneySmart continues to evolve, there is a need to elevate the program's Annual Report to more effectively capture and communicate the program's impact. For this RFO, the successful vendor will describe their approach to compiling and presenting the information provided by grantees in a way that optimizes clarity, relevance, and stakeholder engagement. This entails a proactive approach to storytelling, data visualization, and impact measurement, ensuring that the annual report succinctly and holistically captures performance results and enhances public and stakeholder awareness of the program's impact on Californian communities.

SCOPE OF WORK

DFPI is seeking a vendor to offer comprehensive support in the development of the CalMoneySmart Annual Report. In collaboration with the DFPI Grants Team, the selected vendor will be responsible for collating and analyzing quantitative data, qualitative insights, and programmatic outcomes to create a narrative of the program's performance. The vendor will deliver enhancements for the annual report, including crafting storytelling elements and designing layouts, ultimately delivering a final report optimized for dissemination to key audiences.

The selected vendor will also be responsible for developing broad creative and messaging support to amplify the impact of information shared in the CalMoneySmart annual report and throughout the CalMoneySmart grant cycle. This component will include the development of digital creative assets and messaging that can be used to promote the program on the DFPI website and social media channels. The selected vendor will incorporate these assets into a toolkit and provide recommendations for its use.

TASK AND DELIVERABLES

In responding to this RFO, Offerors must describe their approach in a detailed work plan and explain what capabilities and experiences uniquely set them apart to be successful in planning and executing these Tasks in the Proposal. The detailed work plan should include a description of how the sub-tasks described below will be accomplished, including a proposed schedule.

Proposals will be evaluated based on the narrative response for how tasks and deliverables are to be executed. Offerors are encouraged to review the evaluation section of this RFO to understand how responses will be scored. Offerors are asked to restrict their response to the RFO to between 10-15 pages, single-spaced, 12pt Arial font. This applies only to the narrative response to the sub-tasks and deliverables described below.

Scope of Work Tasks	Approximate Percentage of Budget
Task 1: Project and Account Management	5%
Task 2: Development of CalMoneySmart Annual Report	60%
Task 3: Creative and Messaging Support	35%
Total	100%

Task 1: Project and Account Management

Sub-Tasks:

- A. Meet with DFPI team to review goals and tasks.
- B. Prepare meetings and conduct follow-ups.
- C. Determine status meeting frequency.
- D. Confirm success criteria, business objectives, and stakeholders.
- E. Identify team members, support channels, and communication paths for the project.

Task 1: Deliverables

- 1.1 Kickoff meeting
- 1.2 Project plan
- 1.3 Project schedule
- 1.4 Ongoing Account Management

Task 2: Development of CalMoneySmart Annual Report

Sub-Tasks:

- A. Compile and analyze data received from end of year grantee reports.
- B. Develop creative assets that enhance the report's visual appeal, help audience visualize key data, and help illustrate program impact.
- C. Create copywriting that pulls together narratives from individual reports into unified and engaging reports.
- D. Design report layout and structure to optimize readability and engagement with content.
- E. Review, revise, and deliver final report to DFPI.

Task 2: Deliverables

- 2.1 Interim data report to summarize findings from grantees' Final Reports
- 2.2 Visual assets (i.e. graphs, charts, and infographics) to illustrate key findings and data reports.
- 2.3 Documentation of data sources, methodologies, and analyses used in report development.
- 2.4 Comprehensive annual report document covering all aspects of CalMoneySmart performance and impact.

Task 3: Creative and Messaging Support

Sub-Tasks

- A. Develop a strategy to communicate impact through DFPI website, social media, and other communication channels throughout the year.
- B. Design, develop, and produce messaging and digital assets to support communication strategy.
- C. Develop social media toolkit(s) that can be used by partners and stakeholders to amplify communications efforts around key events: e.g. the publication of the annual report, the opening of a new grant year, announcement of new grant awards, etc.

Task 3: Deliverables

- 3.1 Creative and messaging strategy document outlining key themes, messaging frameworks, campaign objectives, and proposed timeframes.
- 3.2 Key messaging and digital assets
- 3.3 Social media toolkit including creative assets (i.e. copywriting, graphics, multimedia content, promotional materials)

TASKS AND WORK AUTHORIZATIONS

- A. Prior to the commencement of work associated with each task, a Work Authorization (WA) must be completed by the DFPI Contract Manager and signed by both parties. Each WA shall consist of a detailed statement of the purpose, objective, and goals. Each WA shall also contain the cost estimate, based on hourly rates established in the Offeror's RFO response.
- B. DFPI has the right to require the Contractor to stop or suspend work on any WA.

- C. If the Contractor determines that they will exceed the authorized estimated work hours for the WA, the Contractor must notify DFPI Contract Manager by submitting an additional WA for approval of the excess hours. It is at the discretion of DFPI Contract Manager to either authorize or deny the request for additional hours.
- D. It is understood and agreed upon by both parties that all the terms of this Agreement shall remain in force with the inclusion of any such WA. A WA shall in no way serve to amend or supersede the provisions outlined in this Agreement.
- E. Vendors should refer to Attachment 15 – Exhibit E for a sample Work Authorization.

UNANTICIPATED TASKS

- A. DFPI may authorize Contractor to perform unanticipated tasks that may occur during the term of this agreement, not to exceed 5% of the total agreement amount awarded.
- B. In the event of unanticipated tasks, the Contractor will be compensated in accordance with the rates specified in the Cost Worksheet (Attachment 2).

ATTACHMENT 1

REQUIRED SB RFO CHECKLIST

CONTRACTOR NAME:

REQUIRED ATTACHMENT CHECK LIST

A complete package will consist of the items identified below. Complete this checklist to confirm the items in your offer package. Place a check mark or "X" next to each item that you are submitting to the DFPI. All attachments identified below (unless noted otherwise) are required and must be returned as instructed or your offer may be considered nonresponsive.

Return this checklist with your offer package.

<u>Included</u>	<u>Name of Document</u>	<u>Description of Document</u>
_____	Attachment 1	Required RFO Checklist
_____	Attachment 2	Cost Worksheet
_____	Attachment 3	Bidder's Declaration GSPD-05-105
_____	Attachment 4	Payee Data Record – STD 204
_____	Attachment 5	DGS PD 843 – DVBE Declaration (if applicable)
_____	Attachment 6	California Small Business Certification (copy)
_____	Attachment 7	California Civil Rights Laws Certification
_____	Attachment 8	Commercially Useful Function Certification
_____	Attachment 9	Darfur Certification
_____	Attachment 10	Contractor Certification Clauses CCC 04/2017
_____	Attachment 11	Offeror's response
_____	Attachment 12	Client Reference form
_____	Attachment 13	Resumes
_____	Attachment 14	Sample Standard Agreement
_____	Attachment 15	STD 1000 – Generative Artificial Intelligence Disclosure and Factsheet

EXHIBIT B-1

COST WORKSHEET

The Contractor shall provide all labor, materials, equipment, and every other item of expense, direct or indirect, necessary to complete the services in accordance with the specifications described in the Section II of the RFO (Scope of Work and Deliverables) at the rates specified below. DFPI makes no guarantee, expressed or implied, on the actual number of services/hours that shall be required for this Agreement, and reserves the right to omit portions or quantities of work, as may be deemed necessary. Payment for service performed under this Agreement shall be for actual expenditures incurred. The rates referenced below shall be binding for the term of the Agreement.

General Instructions

1. When completing the Cost Worksheet, include all estimated costs to perform the services for the entire term of the contract.
2. On all cost tables, provide specific costs on a per person, per task basis for labor costs.
3. All unit rates/costs, if any (i.e. salary rates/ranges), must be multiplied out and totaled.
4. Please record costs using whole dollars only. Round fractional dollar amounts or cents to the nearest whole dollar amount.
5. When completing the Cost Worksheet, use as many pages as are necessary to display the detailed budgeted costs.
6. Bidders shall identify labor costs for all positions needed to fulfill Tasks 1, 2, and 3 in their respective Cost Tables.
7. Bidders shall complete lines 1 through 3 and provide the Grand Total on line 4 on Cost Table 4.
8. Bidders shall not exceed the budgeted amount (identified in Section I introduction of the RFO, Available Funding and How Award is Determined). For the purpose of the RFO evaluation, the bidder with the lowest average Labor Costs will be awarded the maximum cost points. The Number of Hours estimates provided in the table below will be used for proposal scoring purposes. Bidders will be held to the Rates listed in the table. however, Number of Hours shall be based upon mutually agreed upon level effort for each task as identified in each Work Authorization.

Note: No travel will be reimbursed under this agreement. The Bidder further understands that the quoted rate(s) must be fully loaded, including but not limited to, operating expenses, labor, transportation/travel costs, mileage or per diem expenses,

equipment costs, supplies, overhead, annual inflation costs/rate adjustments, profit margin, taxes, sales tax, shipping, etc.

Additional rows may be added to the table below only for the labor categories and direct costs categories.

COST TABLE 1: Labor Costs for Task 1 - Project and Account Management (5%)

Cells that are grayed out should be left blank.

Line #	Labor Costs for Task 1 – Project and Account Management (5%)			
	List Name and Position Titles that Apply	# of Hours	Rate	Total
1	Total Labor Cost (Task 1)			

COST TABLE 2: Labor Costs for Task 2 - Development of CalMoneySmart Annual Report (60%)

Line #	Labor Costs for Task 2 – Development of CalMoneySmart Annual Report (60%)			
	List Name and Position Titles that Apply	# of Hours	Rate	Total
2	Total Labor Cost (Task 2)			

COST TABLE 3: Labor Costs for Task 3 - Creative and Messaging Support (35%)

Line #	Labor Costs for Task 3 – Creative and Messaging Support 35%)			
	List Name and Position Titles that Apply	# of Hours	Rate	Total
3	Total Labor Cost (Task 3)			

COST TABLE 4 – Summary Table

Line #	Description	Total Cost
1	Total Cost Table 1 (Labor Cost for Task 1 – Line 1)	
2	Total Cost Table 2 (Labor Cost for Task 2 – Line 2)	
3	Total Cost Table 3 (Labor Cost for Task 3 – Line 3)	
4	Grand Total (Sum of Lines 1 through 3)	

BIDDER DECLARATION

1. Prime bidder information (**Review attached Bidder Declaration Instructions prior to completion of this form**):
- a. Identify current California certification(s) (**MB, SB, NVSA, DVBE**): _____ **or None** ☐ (If “None,” go to Item #2)
- b. Will subcontractors be used for this contract? **Yes** ☐ **No** ☐ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.
- _____
- _____
- c. If you are a California certified DVBE: (1) Are you a broker or agent? **Yes** ☐ **No** ☐
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ☐ **No** ☐ **N/A** ☐

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>

3. **CERTIFICATION: By signing this form, I certify under penalty of perjury that the information provided is true and correct.**
- Printed Name: _____ Signature: _____ Date Signed: _____
- Page _____ of _____

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

3. Read the certification at the bottom of the page. An individual that is authorized to bind the firm contractually is to print their name, sign and date the form. Also, complete the "Page ____ of ____" accordingly.

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information**NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 – Entity Type****Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2)☐ **SOLE PROPRIETOR / INDIVIDUAL**☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*☐ **PARTNERSHIP**☐ **ESTATE OR TRUST****CORPORATION** (see instructions on page 2)☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)☐ **LEGAL** (e.g., attorney services)☐ **EXEMPT** (e.g., nonprofit)☐ **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**

_____ - _____

Section 4 – Payee Residency Status (See instructions)☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.☐ No services performed in California☐ Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification*****I hereby certify under penalty of perjury that the information provided on this document is true and correct.******Should my residency status change, I will promptly notify the state agency below.*****NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency****Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE****UNIT/SECTION****MAILING ADDRESS****FAX****TELEPHONE** (include area code)**CITY****STATE****ZIP CODE****E-MAIL ADDRESS**

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status**Are you a California resident or nonresident?**

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900

E-mail address: wscs.gen@ftb.ca.gov

For hearing impaired with TDD, call: 1-800-822-6268

Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

DGS PD 843 (Rev. 9/2019)

Formerly STD. 843

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: _____ DVBE Ref. Number: _____

Description (materials/supplies/services/equipment proposed): _____

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____

(FOR STATE USE ONLY)

SECTION 2**APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.**

- ☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.
- ☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). *(Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Owner/Manager) (Signature of DV Owner/ Manager) (Date Signed)_____
(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)Firm/Principal for whom the DVBE is acting as a broker or agent: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3**APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.**

- ☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.
- ☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2*, subsections (c) and (g). *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

(Printed Name) (Signature) (Date Signed)_____
(Address of Owner) (Telephone) (Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Manager) (Signature of DV Manager) (Date Signed)

Page ____ of ____

PRINT**CLEAR**

ATTACHMENT 6

SMALL BUSINESS CERTIFICATION

The offeror should be a California-certified Small Business (SB). A current copy of the prime contractor's or subcontractor's SB certification should be included as part of your Offer. SB certifications can be found and printed from the from the following link:

<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

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	

COMMERCIALLY USEFUL FUNCTION CERTIFICATION

DFPI – ASU (Rev. 09-2022)



COMMERCIALLY USEFUL FUNCTION

I certify my company performs the following on all purchase order/service contracts entered into with the California Department of Financial Protection and Innovation within the period of performance described below. A business performing a commercially useful function is one that DOES all of the following:

1. Is responsible for the execution of a distinct element of the work of the contract.
2. Carries out its obligation by actually performing, managing or supervising the work involved.
3. Performs work that is normal for its business services and functions.
4. Is responsible, with respect to products, inventories, materials and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.
5. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's or supplier's role is limited to that of an extra participant in the transaction, contract or project through which funds are passed in order to obtain the appearance of a small business, microbusiness or DVBE participation.

I certify my firm performs a commercially useful function as described above.

Vendor Signature

Date

Company Name

**IF YOU ARE CONSIDERING ENTERING INTO AN AGREEMENT WITH DFPI TO WHICH THIS CERTIFICATION DOES NOT APPLY, PRIOR TO ENTERING INTO SUCH AGREEMENT, YOU MUST IMMEDIATELY NOTIFY DFPI AT
ASU@DFPI.CA.GOV**

DARFUR CONTRACTING ACT CERTIFICATION

DGS PD 1 (Rev. 12/19)

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i>	

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services 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.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i>	

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.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

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 lesser 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.

CLIENT REFERENCES

Offerors are required to list below three(3) client references, for which your firm has provided Executive Recruiting Services. Failure to complete and return this Attachment may cause your offer to be rejected.

REFERENCE 1

Name of Firm:

Address:

Street

City

State

Zip Code

Contact Person:

Telephone Number:

Email Address

Dates of Service

Value or Cost of Service

Brief Description of Service Provided

REFERENCE 2

Name of Firm:

Address:

Street

City

State

Zip Code

Contact Person:

Telephone Number:

Email Address

Dates of Service

Value or Cost of Service

Brief Description of Service Provided

REFERENCE 3

Name of Firm:

Address:

Street

City

State

Zip Code

Contact Person:

Telephone Number:

Email Address

Dates of Service

Value or Cost of Service

Brief Description of Service Provided

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit B-1	Attachment B - Cost Worksheet	
Exhibit C*	General Terms and Conditions	
Exhibit D	Special Terms and Conditions	

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.)

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A
SCOPE OF WORK

<Scope of Work will be incorporated into the final agreement
from RFO Attachment A Scope of Work>

SAMPLE

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Department of Financial Protection and Innovation
Attn: Accounting Office
2101 Arena Blvd
Sacramento, CA 95834
AccountingAP@DFPI.ca.gov

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 B – ATTACHMENT 1
Cost Worksheet

<Offeror's Cost Worksheet will be incorporated into the final agreement as Exhibit B Attachment1 Contractor's Rates>

SAMPLE

EXHIBIT C

STANDARD GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final contract. The General Terms and Conditions will be included in the contract by reference to Internet site:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language#accordion-4069c2de-bd94-4ab3-bcbe-c50757d76084>

SAMPLE

Exhibit D

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. The State of 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 the Department of Financial Protection and Innovation, Commissioner, within ten (10) days of discovery of the problem. Within ten (10) business days, the Commissioner shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Commissioner shall be final.

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

3. 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.

4. Potential Subcontractors

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

5. **Confidentiality of Data**

The Software Management Policy requires that state contractors certify they have appropriate systems and controls in place to ensure that state funds will not be used in the performance of a contract for the acquisition, operation or maintenance of computer software in violation of copyright laws. These requirements are incorporated as standard language in contracts awarded by the State.

All financial, statistical, personal, technical and other data and information relating to DFPI'S operations which are designated confidential by DFPI and made available to the Contractor in order to carry out this Agreement/Contract, shall be protected by the Contractor from unauthorized use and disclosure. No reports, information, discoveries or data obtained, assembled or developed by the Contractor pursuant to this contract shall be released, published or made available to any individual/entity without prior written approval from DFPI. The Contractor shall retain as confidential all recommendations made to DFPI, all discussions between staff of DFPI and the Contractor and all communications, written, oral or electronic, between the Contractor and DFPI.

The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement or is rightfully obtained from third parties.

6. **Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

7. **Cancellation**

DFPI reserves the right to cancel the Agreement with thirty (30) days advance written notice to the Contractor.

8. **Stop Work Order**

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

9. **Amendments**

DFPI reserves the right to amend this agreement for an additional funds or time under mutual agreement. The Agreement may be amended for time up to one (1) year or additional monies not to exceed more than 30% of the original contract amount if it is determined to be in the best interest of the state.

10. **Travel & Per Diem**

- A. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts paid to State of California employees or verification supplied that indicates such rates are not available to Contractor.
- B. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from State.
- C. Travel and per diem reimbursement when part of a training contract, shall be limited to only those individuals who provide direct training as outlined in the SOW. No other individuals will be authorized to travel under this agreement, unless prior written authorization is obtained from the DFPI contract manager.
- D. The contractor must submit names of each contract participant who will be reimbursed for travel and receive written authorization from the DFPI contract manager prior to travel.

11. **Insurance**

A. **General Liability**

Contractor shall maintain general liability with limits of not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the contractor's limit of liability. This endorsement must be supplied under form acceptable to the Department of General Services, Office of Risk and Insurance Management. If self-insured, review of financial information may be required. Contractor is responsible for any deductible or self-insured retention contained within the insurance program.

This policy must include the State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this contract are concerned.

B. **Worker's Compensation and Employer's Liability**

Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the workers' compensation policy shall

contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided to the contract administrator. Insurance must have the following: the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State.

C. **Motor Vehicle Liability**

Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

D. **Primary Clause**

Evidence of insurance shall meet the requirements specified in the Agreement and shall be of a form and content acceptable to Department of General Services, Office of Risk and Insurance Management (ORIM). Coverage needs to be in force for complete term of contract. If self-insured, review of financial information may be required. Contractor is responsible for any deductible or self-insured retention contained within the insurance program.

Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the State.

E. **Certificate Holder**

All certificates of insurance shall clearly indicate the Department of Financial Protection and Innovation (DFPI) Agreement number and be submitted to:

Department of Financial Protection and Innovation
Business Operations Office
2101 Arena Blvd.
Sacramento, CA 95834
Solicitation3@dfpi.ca.gov

F. **Coverage Term**

Coverage needs to be in force for complete term of contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. This new insurance must still meet the terms of the original contract. In the event contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event, subject to the provisions of the contract.

G. Policy Cancellation or Termination and Notice of Non-Renewal

Contractor is responsible to notify the State within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage. In the event Contractor fails to always keep in effect the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

SAMPLE

EXHIBIT E

Work Authorization

WA #: _____

Contractor Name: _____

Contract #:

Title	<ul style="list-style-type: none">Entered by Operational Supervisor or Manager
Summary:	<ul style="list-style-type: none">Entered by Operational Supervisor or Manager
Tasks:	<ul style="list-style-type: none">Entered by Operational Supervisor or ManagerJob duty statements for the hiring positions to be attachedWork with vendor to develop and reviewTasks start with active verbsEach task should have a deliverable
Deliverable:	<ul style="list-style-type: none">Entered by Operational Supervisor or ManagerWork with vendor to develop and reviewDeliverables are nounsEach deliverable should have at least one acceptance criteria
Acceptance Criteria:	<ul style="list-style-type: none">Entered by Operational Supervisor or ManagerAcceptance Criteria are the conditions that a deliverable must satisfy to be acceptedHas a clear pass/fail result
Schedule Dates:	Start: Entered by Operational Supervisor or Manager Completion: Entered by Operational Supervisor or Manager
DFPI Primary Contact for this work authorization (Operational Supervisor or Manager):	
Cost Estimates for this WA: ✓ Provided by Contractor	

- This WA is deliverable Based.
- The task(s) under this Work Authorization will be performed in accordance with this Work Authorization and the provisions of Contract No.

Approval of Work Authorization:

Contractor Project Manager

Date

Generative Artificial Intelligence (GenAI) Disclosure & Factsheet

Bidder/Offer Information

Solicitation Number	Bidder ID/Vendor ID (optional)		
Business Name	Business Telephone Number		
Business Address	City	State	Zip Code

GenAI Disclosure & Factsheet

Will you be using or offering GenAI technology, model, or service (collectively, “system”)? ☐ Yes ☐ No (If No, skip to Signature section of this form.)

If yes, provide details regarding the GenAI system”). See *GenAI Disclosure & Factsheet Definitions* at the end of this form for more information.

Failure to disclose GenAI to the State and submit the detailed description may result in disqualification and may void any resulting contract.

1. GenAI Model Name, Version (including number of parameters)	
2. Model Owner	
3. Overview	
4. Purpose	
5. Intended Domain	
6. Model Training Data	
7. Model Information	

8. Input and Outputs	
9. Performance Metrics	
10. Optimal Conditions	
11. Poor Conditions	
12. Bias	
13. Test Data	

Explain below how you are ensuring the GenAI system is not adversely affecting “decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.” (AB 302, Department of Technology: High-Risk automated decision systems: inventory).

Signature

By signing this document, I certify that I have identified and disclosed, if any, all GenAI components in the proposed solution or service.

GenAI Disclosure & Factsheet Definitions

Please use the following definitions to complete the GenAI Disclosure and Factsheet:

1. Model Name, Version & Number of Parameters:

- Definition: The unique identifier or name assigned to the specific GenAI model or service.
- Purpose: Allows users to refer to and distinguish between different GenAI models.

2. Model Owner

- Definition: The name of the organization or entity responsible for creating or deploying the GenAI model or service.
- Importance: Helps identify the source and accountability for the GenAI system.

3. Overview:

- Definition: A concise summary of the GenAI model's purpose, functionality, and key characteristics.
- Role: Provides a high-level understanding for users and stakeholders.

4. Purpose:

- Definition: The intended use or goal of the GenAI model (e.g., image recognition, natural language processing, text summarization).
- Significance: Helps users assess whether the GenAI model aligns with their needs.

5. Intended Domain:

- Definition: The context, subject matter or domain for which the GenAI model is designed to operate effectively.
- Importance: Helps users determine if the GenAI model is suitable for their specific use case.

6. Training Data:

- Definition: Information used to train the GenAI model (e.g., labeled images, text corpora).
- Role: Influences the GenAI model's behavior and performance.

7. Model Information:

- Definition: Details about the architecture, parameters, and configuration of the GenAI model.
- Relevance: Provides insights into how the GenAI model functions.

8. Inputs and Outputs:

- Definition:
 - Inputs: The data or features provided to the model for prediction (e.g., images, text).
 - Outputs: The GenAI model's predictions or results (e.g., class labels, probabilities).
- Understanding: Crucial for integrating the GenAI model into applications.

9. Performance Metrics:

- Definition: Quantitative measures (e.g., accuracy, F1-score) used to evaluate the GenAI model's performance.
- Assessment: Determines how well the GenAI model meets its intended purpose.
- Continuous Monitoring Plan: Establishes a plan for continuous monitoring and evaluation of the GenAI model's performance.

10. Optimal Conditions:

- Definition: The ideal environment or context for the GenAI model to perform optimally.
- Contextual Guidance: Helps users achieve the best results.

11. Poor Conditions:

- Definition: Scenarios or conditions where the GenAI model's performance may degrade.
- Risk Awareness: Alerts users to potential limitations.

12. Bias:

- Definition: Any systematic error or unfairness in the GenAI model's predictions due to biased training data or design.
- Mitigation: Addressing bias is crucial for ethical and unbiased GenAI.

13. Test Data:

- Definition: Independent data used to evaluate the GenAI model's performance after training.
- Validation: Ensures the GenAI model generalizes well to unseen examples.