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| DGS Logo | **PROCUREMENT DIVISION**707 Third Street, 2nd FloorWest Sacramento, CA 95605-2811 |

State of California

**MASTER SERVICE AGREEMENT**

**USER INSTRUCTIONS**

NON-MANDATORY

| ***TITLE*** | ***DESCRIPTION*** |
| --- | --- |
| ISSUE AND EFFECTIVE DATE: | 7/10/2025 |
| DESCRIPTION: | Community Outreach and Education Services |
| CONTRACT NUMBER(S): | 5-23-99-40-001 through 5-23-99-40-271 |
| TERM: | Various through 3/31/2030 |
| CONTRACTOR(S): | Various; Refer to Attachment 1 – MSA Contractor List |
| FOR USE BY: | State and Local Governmental Agencies |
| STATE CONTRACT ADMINISTRATOR: | Joe O’Connor279-799-4519joseph.o’connor@dgs.ca.gov |

User Agencies are instructed to carefully review these User Instructions in their entirety. For questions, please contact the State Contract Administrator and reference the “Title/Description” and/or MSA Contract Number. Changes to this document will be issued through a User Instructions Supplement.

All User Agreements issued under this MSA incorporate the [General Terms and Conditions (GTC 02/2025)](https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-Updates/GTC-225-February-2025.pdf).

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# SUMMARY OF CHANGES

All User Instructions changes from the most recent Supplement are in ***bold red italic***. Additions are enclosed in asterisks; deletions are enclosed in brackets with strikethrough.

| **Supplement Number** | **Description/Sections** | **Date** |
| --- | --- | --- |
| N/A | Original User Instructions posted. | 7/10/2025 |

# USER INSTRUCTIONS

## OVERVIEW

The Department of General Services, Procurement Division (DGS-PD) has established this Master Service Agreement (MSA) for Community Outreach and Education Services. The use of this MSA is non-mandatory and allows all state agencies and local governmental agencies the opportunity to acquire services in accordance with the instructions provided herein and the terms and conditions outlined in the MSA. Unless otherwise specified within this document, the term “User Agencies” will refer to all state agencies and local governmental agencies eligible to utilize this MSA. Ordering and/or usage instructions exclusive to state agencies or local governmental agencies shall be identified within each section.

MSA services include highly interactive peer-to-peer outreach tactics, educational/awareness raising outreach tactics, culturally and linguistically relevant outreach, community navigation/assistance services, service as a convener, training, business support/technical assistance, data analysis and monitoring, and reporting according to the direction of the User Agency. Refer to Exhibit A (Scope of Work) of the MSA for a complete description of services.

Contractors shall provide Community Outreach and Education Services to User Agencies in accordance with the terms and conditions of this MSA. Prior to rendering services, the Contractor and User Agency must execute a User Agreement that incorporates all of the terms of the MSA by reference and may contain additional specific terms and conditions, none of which may alter, rescind, or be in conflict with the terms and conditions of the MSA.

The User Instructions, Attachment 1 – MSA Contractor List contains the contact information, awarded Personnel Classifications, and hourly rates for each awarded MSA contractor.

## TERM

1. This MSA shall be for a five (5) year term. The DGS reserves the right to extend this MSA for two (2) additional one (1) year periods at the same rates, terms and conditions. Extensions will be made by amendment to the MSA.
2. Current MSA term dates are listed on Page 1 of these User Instructions and the individual MSA contract documents posted in [Cal eProcure](https://caleprocure.ca.gov/pages/LPASearch/lpa-search.aspx).
3. User Agencies’ User Agreements must be executed on or before the expiration date of the MSA. The term of the User Agreement may extend for up to twelve (12) months beyond the MSA end date.

## CONTRACT USAGE/RULES

### State Agencies

* 1. The use of this MSA is non-mandatory for state agencies.
	2. State agencies must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual, as applicable.
	3. The acquisition method and type for this MSA is:

| **Acquisition Method** | **Acquisition Type** |
| --- | --- |
| Leveraged Procurement Agreements (competition required) – Master Agreement | Non-IT Services |

* 1. Prior to executing User Agreements against this MSA, state agencies must have been granted purchasing authority by DGS-PD for the use of the acquisition method and type listed above. For more information, contact the DGS-PD Purchasing Authority Management Section at PAMS@dgs.ca.gov.
	2. There is no minimum dollar amount required for a User Agreement. Limits are determined by the individual agency’s purchasing authority threshold. No User Agreement may be executed by a state agency that exceeds that agency’s purchasing authority threshold. State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the [List of State Departments with Approved Purchasing Authority website](http://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority).
	3. State agencies must obtain approval from the DGS, Office of Legal Services (DGS-OLS) for User Agreements over $50,000, unless an agency has applied for and received a higher exemption level from DGS-OLS. Refer to State Contracting Manual Volume 1, Chapter 4, for obtaining contract approvals from DGS-OLS.
	4. State agencies using the MSA must complete and retain an Agreement Summary (STD 215), including a Government Code (GC) section 19130 justification, within their contract file.

### Local Governmental Agencies

1. Use of this MSA is optional for local governmental agencies.
2. Local governmental agencies are defined in Public Contract Code sections10298-10299 as “any city, county, city and county, district or other governmental body or corporation”, empowered to expend public funds for the acquisition of goods, information technology, or services; this includes the California State Universities (“CSU”) and University of California (“UC”) systems, K-12 schools and community colleges.
3. Each local governmental agency should determine whether these MSAs are consistent with its procurement policies and regulations.
4. Local governmental agencies desiring to use the MSA shall be required to adhere to the same responsibilities as state agencies and have no authority to amend, modify or change any condition of the MSA.

## DGS ADMINISTRATIVE FEES

### State Agencies

The DGS will bill each state agency an administrative fee for use of the MSA. The administrative fee shall NOT be included in the User Agreement total, nor remitted before an invoice is received from DGS.

The current DGS-PD fees are accessible on the [DGS Price Book](https://www.dgs.ca.gov/OFS/Price-Book?search=price%20book) webpage (https://www.dgs.ca.gov/OFS/Price-Book?search=price%20book).

### Local Governmental Agencies

For all local governmental agency transactions issued against the awarded MSA, Contractor is required to remit DGS-PDan incentive fee of an amount equal to one point twenty-five (1.25) percent of the total contract amount. This incentive fee shall not be included in the User Agency’s purchase price, nor invoiced separately to the User Agency. All prices quoted to a local governmental agency shall reflect MSA contract pricing, including any and all applicable discounts, and shall not include add-on fees.

## CONTRACT ADMINISTRATORS

The State and Contractor contract administrators, assigned as single points of contact for problem resolution and related contract issues, are listed below.

### DGS-PD State Contract Administrator

Name: Joe O’Connor, Contract Administrator

Phone: (279) 799-4519

Email: joseph.o’connor@dgs.ca.gov

Address: Department of General Services

Procurement Division

707 Third Street, 2nd Floor

West Sacramento, CA 95605

### Contractor Contact

Refer to the User Instructions, Attachment 1 – MSA Contractor List.

## PROBLEM RESOLUTION/CONTRACTOR PERFORMANCE

User Agencies should first attempt to resolve complaints, issues or disputes informally with the Contractor. If the issue or dispute cannot be resolved by the User Agency, the issue may be elevated to the DGS-PD State Contract Administrator.

## MSA INFORMATION

### Personnel Classifications

MSA contractors will provide services in accordance with the terms and conditions of the MSA which include the following Personnel Classifications:

1. CEO, President, or Executive Director
2. Project Manager / Program Director
3. Program Support Manager / Program Coordinator
4. Outreach / Operations Coordinator / Community Organizer
5. Community Engagement Specialist (Community Outreach Worker, Community Navigator, Promotor, Canvasser)
6. Multi-Lingual Community Engagement Specialist (Community Outreach Worker, Community Navigator, Promotor)
7. Communications Specialist/Media Coordinator
8. Language and Communication Access Specialist
9. Keynote Speaker / Lecturer
10. Data Analytics Supervisor
11. Data Analyst
12. Technical Writer / Product Manager
13. Technical Assistance Advisor

Refer to the User Instructions, Attachment 1 – List of MSA Contractors for the awarded Personnel Classifications for each contractor and Exhibit A (Scope of Work) of the MSA for detailed Personnel Classifications descriptions.

### Pricing

Hourly rates for the awarded Personnel Classifications are guaranteed for the entire MSA term as the maximum hourly rates to be charged to User Agencies. User Agencies are encouraged to seek lower rates from the MSA contractors during the ordering process. Refer to the User Instructions Attachment 1 – List of MSA Contractors for the hourly rates by MSA contractor.

User Agencies may allow for travel reimbursement in accordance with Exhibit B of the MSA. Travel reimbursement must be itemized separately on the User Agreement.

## INVOICING AND PAYMENT

### Payment Terms

Refer to Exhibit B of the MSA for payment terms and provisions.

### Payee Data Record (State Agencies Only)

Each State agency’s accounting office must have a copy of the Contractor’s Payee Data Record (Std. 204) in order to process payment of invoices. State agencies should request a Std. 204 from the contractor and forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment to the contractor may be unnecessarily delayed. The Std. 204 can be found in FI$CAL or may be requested from the Contractor.

### CAL-Card Use

State agencies may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of a Standard Agreement (STD 213) and must include all required documentation applicable to the purchase.

CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve User Agencies from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manuals. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.

## ORDERING PROCEDURES

### Contractor Selection Process

* + 1. State Agencies
1. State agencies electing to use this MSA must select a contractor by soliciting offers from a minimum of three (3) eligible MSA contractors using a Request for Offer (RFO) process. DGS-PD encourages soliciting offers from more than the minimum required.
2. The RFO should include a Statement of Work (SOW) that contains specific details including but not limited to:
* User Agency contact information.
* Requested date(s) of service (if known).
* Location and description of necessary services.
* Special requirements.
1. RFOs must be sent to only those MSA contractors that offer the Personnel Classifications that are required to fulfill the obligations set forth in the User Agency’s SOW.
2. If an MSA contractor does not respond to the RFO, Contractors must acknowledge and respond to a state agency’s RFO within the timeframe specified by the state agency. State agencies must contact MSA Contractors to determine and document why they did not respond. The rationale for proceeding with less than the minimum responses must be documented in the procurement file.
	* 1. Local Governmental Agencies

Local governmental agencies may use the contractor selection process described in Section 8.A.1 above or other process in accordance with their procurement policies and regulations.

### User Agreement Requirements

Prior to rendering services, the User Agency and the selected MSA contractor must execute an User Agreement that:

1. Incorporates all of the terms and conditions of the MSA by reference (i.e. *“Master Service Agreement <MSA Number> and its amendments are hereby incorporated by reference and made a part of this agreement.”).*
2. Includes a Statement of Work (SOW) outlining the specific services being ordered and specific User Agency terms and requirements (i.e. User Agency contact, payment provisions, as applicable) none of which may alter, rescind, or be in conflict with the terms and conditions of the MSA.

The contract language for the MSA executed with DGS is not to be attached to the User Agency’s User Agreement. Do not change or repeat the terms and conditions of the MSA.

User Agencies are to add the following language to their User Agreements: *“In addition to any other provision of this User Agreement, the User Agency may terminate this User Agreement or cancel a portion of the service(s) for any reason with thirty (30) days written notice.”*

### User Agreement Form and Execution

* + - 1. State Agencies

State agencies must use the Standard Agreement (STD 213) form to establish a User Agreement. The Agreement Summary (STD 215) form must be completed with the STD 213 form. The STD 213 and STD 215 forms are available on the [DGS-OLS](https://www.dgs.ca.gov/OLS/Forms) website.

* + - 1. Local Governmental Agencies

Local governmental agencies may use their own contract document in lieu of the State’s contract form.

### Vetted Forms/Certifications

The DGS-PD, as the awarding department, has assessed the MSA contractor forms and certifications during the solicitation evaluation process. Consequently, when executing User Agreements pursuant to this MSA, it is not necessary for state agencies to request the completion of the following certifications and forms:

* Contractor Certification Clauses (CCC 04/2017)
* Darfur Contracting Act Form
* California Civil Rights Certification Form
* Iran Contracting Act Verification
* Federal Debarment

State agencies should make a notation of this within their procurement file.

## USER AGREEMENT AMENDMENTS

If the User Agreement included options for changes that were assessed and considered in the selection for award during the RFO process, state agencies may amend a User Agreement for time and/or money provided that:

* The MSA is active at the time the amendment is executed. An amendment cannot be executed if the underlying MSA is expired.
* The User Agreement is active at the time the amendment is executed. An expired User Agreement cannot be amended.
* Amendments for time do not exceed twelve (12) months beyond the end date of the MSA.
* Amendments are conducted in accordance with SCM Volume 1, Section 3.09.

User Agencies shall not amend User Agreements to add Personnel Classifications that were not evaluated in the original RFO.

## SB/DVBE PARTICIPATION

The available Small Business (SB) certification and percentage commitments for MSA contractors are listed in the table below. There is no Disabled Veteran Business Enterprise (DVBE) participation for this MSA.

| **Contractor** | **Subcontractor** | **Subcontractor OSDS Certification Number** | **Subcontracting Percent (%)** |
| --- | --- | --- | --- |
| **1 Solution Foundation** | EVITARUS, Inc. | 1794758 (SB) | 25% |

The MSA contractor listed in the table above has committed to subcontracting twenty-five (25) percent to the identified SB subcontractor. The MSA contractor must meet this commitment for each User Agreement awarded to them under their MSA. The subcontractor (EVITARUS, Inc.) is a California certified SB. For each User Agreement placed through the identified MSA contractor, state agencies can claim twenty-five (25) percent SB participation.

State agencies must:

* Verify the participation amount with the MSA contractor by obtaining a Bidder Declaration Form specific to the user agreement.
* Verify that the certifications are currently valid at [www.caleprocure.ca.gov](http://www.caleprocure.ca.gov).
* Review the activities to be performed to assure that the firm performs a “commercially useful function” as defined by Title 2 CCR section 1896.71(b).
* Incorporate the subcontractor to be utilized in the individual User Agreements.

Any irregularities or concerns regarding prime or SB/DVBE subcontractor responsibilities are to be immediately documented and reported to the State Contract Administrator for further investigation. Information provided to the State Contract Administrator includes, but is not limited to:

* Copy of executed User Agreement
* Work performance issue or concern
* State agency contact name, email, and phone number.

## CERTIFICATION OF PAYMENT OPTIONS – MILITARY & VETERANS CODE §999.5 AND §999.7(A) (SB 588)

In accordance with the State Contracting Manual, Volume 1, Section 8.16, State departments shall require the Contractor to submit a complete an accurate Prime Contractor’s Certification – DVBE Subcontracting Report (STD. 817) upon acceptance of ordered goods or services for which the Contractor committed to DVBE subcontractor participation.

Upon delivery or completion of ordered goods or services, State departments shall do the following:

* Provide proper withhold notification to prime contractors.
* Withhold $10,000 or the full amount of the final invoice if less than $10,000 pending receipt of the complete and accurate STD 817.
* Review the STD 817. If it is determined to be complete and accurate, authorize payment of the withhold.
* If the STD 817 is late or incomplete, department must send the prime contractor a cure notice allowing at least 15 days, but not more than 30 days, to meet the Certification of Payments to DVBE Subcontractors requirements.
* If the prime contractor does not comply by the identified deadline, permanently deduct the withhold.
* Retain all records for a minimum of six years.

## GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI)

State agencies must follow the required GenAI purchase procedures outlined in the State Contracting Manual (SCM) and the California Department of Technology GenAI policies.

## ATTACHMENTS

ATTACHMENT 1 – MSA CONTRACTOR LIST