Nutrition Education Obesity Prevention Branch (NEOPB) Media Buy
INVITATION FOR BID - NUMBER 16-10277
Notice to Prospective Bidders

July 11, 2016

You are invited to review and respond to this Invitation for Bid (IFB), entitled NEOPB Media Buy, number 16-10277. In submitting your bid, you must comply with the instructions found herein.

BID DUE DATE

Regardless of postmark or method of delivery, the California Department of Public Health (CDPH), NEOPB must receive bid packages no later than **August 11, 2016, by 12:00 p.m. PST.**

The Department has elected to waive the Disabled Veteran Business Enterprise (DVBE) program participation requirements. This solicitation does not include the option of a DVBE incentive.

FUNDING LIMIT

The proposed contract is valid and enforceable only if sufficient funds are made available by the Budget Act of the appropriate fiscal year for the purpose(s) of the contract.

In addition, the proposed contract is subject to any additional restrictions, limitations, or conditions enacted by the Legislature, which may affect the provisions, terms, or funding of the contract in any manner. If full funding does not become available, CDPH will either cancel the resulting contract or amend it to reflect reduced funding and reduced activities.

Please read the document carefully. In the opinion of CDPH, this IFB is complete and without need of explanation. However, if you have questions, please refer to Section D, Bidder Questions in the IFB.

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

California Department of Public Health
Centralized Contract Services Unit (CCSU)
1616 Capitol Ave., Suite 74.3.26
Mail: PO Box 997377 MS 1802
Sacramento CA 95899-7337

Attachments

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A. Purpose and Description of Services

The Department of Public Health (CDPH), NEOPB, is soliciting bids from firms that will negotiate, place, traffic, steward and evaluate a mass media buy for federal fiscal year (FFY) 2017 for NEOPB. Bids must address all of the services described in Section F of this IFB, entitled "Scope of Work," including those terms in the referenced exhibits.

The CDPH intends to make a single contract award to the responsive and responsible firm offering the lowest bid. This IFB is open to all eligible firms and/or individuals that meet the qualification requirements described in Section G.

Contract Budget:
Subject to the availability of funds and approval by CDPH and the United States Department of Agriculture (USDA), the contract has an estimated value, inclusive of bidder compensation:

- **$4 million - $4.7 million for media buy #1**

If additional funding becomes available:

- **$3 million - $4 million for media buy #2**

Any bids received that exceed the maximum dollar amount will be deemed non-responsive.

B. Time Schedule

Below is the tentative time schedule for this IFB:

Event	Date Time (If applicable)
IFB Released	July 11, 2016
Questions Due	July 19, 2016 at 12:00 p.m.
Question/Answer Summary Posted	July 27, 2016 at 4:00 p.m.
Bid Due Date	August 11, 2016 at 12:00 p.m.
Bid Opening	August 12, 2016 at 2:00 p.m.
Notice of Intent to Award	August 12, 2016 at 9:00 a.m.
Protest Deadline	August 19, 2016 at 5:00 p.m.
Proposed Start Date of Contract	September 16, 2016

C. Contract Term

The term of the resulting contract is anticipated to be effective from September 16, 2016 or upon approval by CDPH and Department of General Services (DGS), with an anticipated 15 month term **with an option to renew for an additional year, OR no more than 30% of the total budget on a one-time basis.** The contract term may change if CDPH cannot execute the contract in a timely manner due to unforeseen delays.

The resulting contract will be of no force or effect until it is signed by both parties and approved by DGS. Bidder is hereby advised not to commence performance until all approvals have been obtained. If performance commences before all approvals are obtained, said services may be considered to have been volunteered and services will not be reimbursed prior to the agreement execution date.

D. Bidder Questions

Bidders shall immediately notify CDPH if clarification is needed regarding the services sought or questions arise about the IFB and/or its accompanying materials, instructions, or requirements. Bidders shall submit questions via email to kaliah.kirkland@cdph.ca.gov.

Bidders that fail to report a known or suspected problem with this IFB and/or any accompanying materials or fail to seek clarification and/or correction of this IFB and/or any accompanying materials shall submit a bid at their own risk. In addition, if awarded the contract, the successful bidder shall not be entitled to additional compensation for any additional work caused by such problem, including any ambiguity, conflict, discrepancy, omission, or error.

1) Verbal questions

CDPH reserves the right not to accept or respond to verbal questions and inquiries. **Spontaneous verbal remarks provided in response to verbal inquiries are unofficial and are not binding on CDPH unless later confirmed in writing.** Any additional requirements shall be issued in the form of an addendum to all potential bidders.

E. Reasonable Accommodations

For individuals with disabilities, CDPH will provide assistive services such as reading or writing assistance, and conversion of the IFB, questions/answers, IFB addenda, or other administrative notices into Braille, large print, audiocassette, or computer disk. To request copies of written materials in an alternate format, please call the number below to arrange for reasonable accommodations.

Kaliah Kirkland	
Telephone number	(916) 445-5661
(TTY) - California Relay telephone number	1-800-735-2929

NOTE: The range of assistive services available may be limited if requestors cannot allow five (5) or more state working days prior to the date the alternate format material is needed.

F. Scope of Work

See **Exhibit A** entitled, “Scope of Work” that is included in the Sample Contract Forms/Exhibits section of this IFB. **Exhibit A** contains a detailed description of the services and work to be performed as a result of this IFB.

G. Qualification Requirements

Failure to meet the following requirements by the bid due date will be grounds for CDPH to deem a bidder non-responsive. In submitting a bid, each bidder must certify that it possesses the following qualification requirements.

1. At least three (3) consecutive years of experience within the past five years in the following:

    a. Negotiating, printing, placing, trafficking, stewarding and evaluating large-scale advertising buys in each of the following mediums: television, radio, outdoor and digital
    b. The use of media measurement resources including Nielsen Research or other standard media measurement in all markets.
    c. The use of Strata Report software system, or an equally advanced media database system.

2. Bidders must certify their proposal response is not in violation of the requirements of the Darfur Contracting Act of 2008, Public Contract Code Sections 10475, et seq. **Attachment 8.**

3. Bidders must certify their willingness to comply with all terms and conditions addressed in Section M of this IFB, entitled "Contract Terms and Conditions," including those terms in the referenced exhibits.

4. Corporations must certify they are in good standing and qualified to conduct business in California.

5. Non-profit organizations must certify they are eligible to claim non-profit status.

6. Bidders must not be tax delinquent to the State of California per Public Contract Code (PCC) 10295.4

7. Bidders must have a past record of sound business integrity and history of being responsive to past contractual obligations. Must provide three (3) references to reflect this.

8. Bidder must carry appropriate liability insurance.

H. Bid Format and Content Requirements

1. General instructions

a. Each individual or firm may submit only one (1) bid. For the purposes of this paragraph, "firm" includes a parent corporation of a firm and any other subsidiary of that parent corporation. If a firm or individual submits more than one (1) bid, CDPH will reject all bids submitted by that firm or individual.

b. Develop bids by following all IFB instructions and instructions or clarifications in question/answer notices, clarification notices, or IFB addenda.

c. Before preparing a bid, seek timely written clarification of any requirements or instructions that are believed to be vague, unclear or that are not fully understood. Contract increases will not be allowed due to poor examination of work sites and/or specifications.

d. Arrange for timely delivery of the bid package to the specified address. Bidders are advised not to wait until shortly before the bid submission deadline to submit the bid.

2. Bid format requirements

a. Submit one (1) original bid package. Bid must be complete with a copy of all required attachments and documentation.

b. The person who is authorized to bind the bidding firm must sign and date each form/attachment that requires a signature. The forms/attachments must be signed in blue ink. **Signature stamps are not acceptable**. Unsigned bids will be rejected.

3. Bid content requirements

This section specifies the order and content of each bid and where applicable, indicates form/attachment completion instructions.

When completing the attachments, follow the instructions in this section and any instructions appearing on the attachment. **Unless otherwise indicated, do not submit supplemental information or other materials that CDPH has not requested**.

Complete and assemble the following items. After completing and signing the applicable attachments, assemble all items in the order shown below and place them in a **sealed** envelope.

4. Required attachments/documentation

Attachment/Documentation	Instructions
1 - Bid Form	Complete this form entirely. Do not submit supplemental cost or rate sheets. Any corrections or changes to the dollar amounts entered on the Bid Form after the amounts are originally inserted **must** be initialed in blue ink by the bidder.
2 - 1A – 1L, and 2A – 2L Budget Detail Work Sheets	Complete each form to show how the annual costs appearing on the Bid Form were determined. Identify costs for each cost category shown on the form. Enter $0 if no costs are anticipated in a particular cost category. Please initial, in blue ink, any corrections or changes to the dollar amounts entered on any of these forms. Bidders may create like images or computerized reproductions of the forms included in this IFB. Use as many pages as are necessary to display the detailed budgeted costs. In the footer, show Page # of Page ##. Vendor terms of compensation, shall not exceed 8% of the total approved Net Cost.

Attachment/Documentation	Instructions
3 - Required Attachment Checklist	Check each item with “Yes” or “N/A," as applicable, and sign the form. If necessary, explain the choices on a separate sheet of paper. If a bidder marks “Yes” or “N/A” and attaches an explanation to the checklist to clarify their choice, CDPH considers this a “qualified response." Any “qualified response," determined by CDPH to be unsatisfactory or insufficient to meet a requirement, may cause a bid to be deemed non-responsive.
4 - Business Information Sheet	Completion of the form is self-explanatory and mandatory.
5 - Bidder References	Identify three (3) most recent clients serviced within the past three (3) years that can confirm their satisfaction with the bidder’s services. If possible, identify clients whose needs were similar in scope and nature to the services sought in this IFB. List the most recent clients first. **Bidder references must also be provided for any subcontractors that will be used under this contract.**
6 – Bidder Declaration	Complete and return this form.
7 – CCC-307 Contractor Certification Clauses	Complete and sign this form indicating a willingness and ability to comply with the Contractor Certification Clauses (CCC) appearing in this attachment.
8 – Std. 204, Payee Data Record	Complete and return this form.
9 – Darfur Contracting Act	Complete and return this form. Select the option that applies to your company and follow instructions on the form.
10 – IRAN Contracting Certification	Complete and return this form
11 - Non-Small Business Subcontractor Preference Instructions 11a - Non-Small Business Subcontractor Preference Request **and** 11b - Small Business Subcontractor/Supplier Acknowledgment	**Submission of these forms is optional**. Read and carefully follow the completion instructions in Attachments 10, 10a, and 10b. Complete and return Attachments 10a and 10b <u>only</u> if the bidding firm is not a certified small business but is requesting a subcontractor bidding preference by committing to use one or more certified small business subcontractors for an amount equal to at least 25% of the total bid price.

Attachment/Documentation	Instructions
12 - Business License	All businesses must submit a copy of a current business license issued by the governmental jurisdiction in which the business is located. Submit an explanation if this documentation cannot be supplied or there is reason to believe no license is required.
13 - Proof of Corporation status **(Corporations Only)**	Corporations must either submit a copy of the bidding firm's most current Certificate of Status issued by the State of California, Office of the Secretary of State **or** submit a downloaded copy of the bidding firm's on-line status information from the California Business Portal website of California's Office of the Secretary of State.
14 - Proof of Nonprofit Status **(Nonprofit Organizations Only)**	Nonprofit Organizations must submit a copy of a current IRS determination letter indication nonprofit or 501 (3) (c) tax exempt status.
15 - Proof of financial stability	Include the following financial statements for the last year or latest twelve-month period. a) Annual income statement, and b) Quarterly or annual balance sheets The Bidder may submit copies of financial statements prepared by its internal Accounting Officer/Accounting Department or an auditing firm.

I. Submission of Bids

1) Submission instructions

a. Assemble an original bid package.

b. Place bid package in a single envelope or package. Seal the envelope.

c. Mail the bid package to the CDPH, Centralized Contract Services Unit (CCSU). Bids may not be transmitted electronically by fax or email.

d. Regardless of postmark or method of delivery, the CDPH, must receive the bid package by the date and time stated in Section B of this IFB, entitled "Time Schedule." **CDPH will not open or read late bids.**

e. Label and submit the bid package to:

Overnight Express or U.S. Mail
IFB 16-10277 (Do Not Open) California Department of Public Health CCSU Attn: Kaliah Kirkland 1616 Capitol Ave., Suite 74.3.26 PO Box 997377 MS 1802 Sacramento CA 95899-7337

2) Bidder warning

1) CDPH's internal processing of mail may add 48 hours or more to the delivery time. If the bid package is mailed, consider using certified or registered mail and request a receipt upon delivery.

   NOTE: It is the bidder's responsibility to ensure the bid is received by CDPH, before the bid due date/time. CDPH is not responsible for bids received after the bid due date and/or time due to circumstances beyond CDPH control.

3) Proof of timely receipt

1) Upon receipt of bid package, CDPH staff will stamp each bid package/envelope with a date/time stamp or handwrite date and time and initial.

2) To be timely, CDPH must receive bid packages at the stated place of delivery no later than the time specified in Section B of this IFB, entitled "Time Schedule" on the bid due date. Delivery to the CDPH mailroom or the presence of a U.S. postmark will not serve as proof of timely delivery.

3) CDPH will deem late bid packages non-responsive.

4) Receipt of bid delivery will be provided upon request.

4) Bidder costs

Bidders are responsible for all costs of developing and submitting a bid package. Such costs cannot be charged to CDPH or included in any cost element of a bidder's price offering.

J. Bid Opening

All bid packages properly received according to the IFB instructions on or before the bid due date will be publicly opened and read at the following address, at the date and time stated in Section B of this IFB, entitled "Time Schedule":

California Dept of Public Health
Centralized Contract Services Unit (CCSU)
Conference Room 74.154
1616 Capitol Avenue
Sacramento CA 95899-7337

Visitors must check in with the Guard. A CCSU staff member will escort visitors to the Bid Opening.

K. Bid Requirements and Information

1) Non-responsive bids

In addition to any condition previously indicated in this IFB, the following occurrences **may** cause CDPH to deem a bid non-responsive.

a. Failure of a bidder to:

   1. Meet bid format/content or submission requirements including, but not limited to, the sealing and/or labeling of the bid package.

b. If a bidder submits:

   1. A bid that is conditional, materially incomplete or contains material alterations or irregularities of any kind to include obvious erasures.

   2. Price information that contradicts the price/cost figures on the Bid Form or submits cost information in a format contrary to the IFB instructions.
   3. False, inaccurate, or misleading information or falsely certifies compliance on any IFB attachment.

c. If CDPH discovers at any stage of the bid process or upon contract award that a bidder is unwilling or unable to comply with the contract terms, conditions and/or exhibits cited in this IFB and/or the resulting contract.

d. If other irregularities occur in a bid response that are not specifically addressed herein (i.e., the bidder places any conditions on performance of the scope of work, submits a counter offer/proposal, etc.). Any deviation from the specifications may be cause for rejection of the bid.

2) Bid modifications after submission

a. All bid packages are to be complete when submitted. However, an entire bid package may be withdrawn and the bidder may resubmit a new bid package, prior to submission deadline.

b. To withdraw and/or submit a new bid package, follow the instructions appearing in the Section K of this IFB, entitled "Bid Requirements and Information," paragraph 4.

3) Bid mistakes

If prior to contract award, award confirmation, or contract signing, a bidder discovers a mistake in their bid that renders the bidder unable or unwilling to perform all scope of work services for the price/costs offered, the bidder must immediately notify CDPH and submit a written request to withdraw its bid following the procedures set forth in Section K of this IFB, entitled "Bid Requirements and Information," paragraph 4, b.

4) Withdrawal and/or resubmission of bids

a. Withdrawal deadline

A bidder may withdraw its bid any time prior to the bid due date.

b. Submitting a withdrawal request

1) Submit a written withdrawal request signed by an authorized representative of the bidder.

2) Label and submit the withdrawal request using one of the following methods:

Overnight Express/US Mail:
Withdrawal IFB 16-10277 California Department of Public Health CCSU Attn: Kaliah Kirkland 1616 Capitol Ave., Suite 74.3.26 PO Box 997377 MS 1802 Sacramento CA 95899-7337
Email: **kaliah.kirkland@cdph.ca.gov** **Withdrawal IFB 16-10277**

3) An originally signed withdrawal request is generally required before CDPH will return/release a bid package to a bidder. CDPH may grant an exception if the bidder informs CDPH that the bidder will submit a new or replacement bid package immediately following the withdrawal, but prior to the bid due date.

c. Resubmitting a bid package

After withdrawing a bid package, bidders may submit a new bid package according to the submission instructions. Replacement bid packages must be received at the stated place of delivery by the due date and time stated in Section B of this IFB, entitled "Time Schedule."

5) Evaluation and selection

This section describes, in general, the process that CDPH will use to evaluate timely bid packages.

a. Bid opening/reading

All bid packages properly received according to the IFB instructions on or before the bid due date will be publicly opened, read, and recorded.

b. Bid package review

1. After the bid opening and reading, bids are reviewed and evaluated. One or more evaluators will convene to review each timely bid package to confirm its responsiveness to the IFB requirements. This is a pass/fail evaluation.

2. If deemed necessary by CDPH, additional bidder documentation may be collected to confirm the claims made by each bidder and to ensure that each bidder is responsive to all IFB requirements.

3. If the materials submitted by a bidder do not prove, support or substantiate the claims made on the Required Attachment/Certification Checklist, as identified in Section H 4, Required attachments/documentation, the bid will be deemed non-responsive and rejected from further consideration.

4. If applicable, CDPH will adjust bid amounts for any claimed preference following confirmation of eligibility with DGS.

c. Notice of Intent to Award

CDPH will not post a Notice of Intent to Award, unless requested in writing per Public Contract Code (PCC) Section 10345 (a)(1). In response to the written request, CDPH will post the Notice of Intent to Award on the FI$Cal website caleprocure.ca.gov.

6) Contract award and protests

a. Contract award

1. Award of the contract, if awarded, will be to the responsive and responsible bidder that offers the lowest cost. The lowest cost will be determined after CDPH adjusts bidder costs for applicable preferences and/or incentives.

b. Settlement of tie bids

1. In the event of a precise tie between the lowest responsive bid submitted by a non-small business that was granted small business subcontractor preference and the lowest responsive bid submitted by a certified small business or micro business, the contract will be awarded to the certified small business or micro business.

2. In the absence of a California law or regulation governing a specific tie, CDPH will settle all other tie bids in a manner CDPH determines to be fair and equitable (e.g., coin toss, lot drawing, etc.). In no event will CDPH settle a tie by dividing the work among the tied bidders.

c. Protests

Information regarding the protest of an award may be found by going to http://www.documents.dgs.ca.gov/pd/poliproc/v2Chapt07_10_0730.doc under Chapter 7: Protest and Post Award Disputes. For additional details go to www.dgs.ca.gov

A protest to this bid must adhere to PCC Section 10345.

The envelope containing the written protest must clearly state: **"Protest Concerning IFB Number 16-10277 for the Department of Public Health"**. Protests **MUST** be filed with:

ORIGINAL	COPY
	HAND or MAIL DELIVERY
Department of General Services Office of Legal Services Attn: Protest Coordinator 707 Third Street, 7th Floor, Suite 7-330 West Sacramento, CA 95605	**Department of Public Health** CCSU Attn: Kaliah Kirkland 1616 Capitol Ave., Suite 74.3.26 Mail: PO Box 997377 MS 1802 Sacramento CA 95899-7337

7) Disposition of bids

a. All materials submitted in response to this IFB will become the property of the CDPH and, as such, are subject to the Public Records Act (GC Section 6250, et seq. and Civil Code Section 1798, et seq.). CDPH will disregard any language purporting to render all or portions of any bid package confidential.

b. All documents submitted in response to this IFB and all documents used in the selection process (e.g., review checklists, letters of intent, etc.) will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and shall be available for public inspection.

8) Inspecting or obtaining copies of bids

a. Who can inspect or copy bid materials

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

b. What can be inspected/copied and when

After the bid opening, all bids, bidders list, conference sign-in/attendance sheet, checklists and/or evaluation sheets become public records. These records shall be available for review, inspection and copying during normal business hours.

c. Inspecting or obtaining copies of bid materials

Persons wishing to view or inspect any bid related materials must identify the items they wish to inspect and must make an inspection appointment by contacting **CDPH CCSU, Kaliah Kirkland at (916) 445-5661.**

Persons wishing to obtain copies of bid materials must mail a written request to the CDPH office identified below. The requestor must identify the items they wish to have copied. Materials will not be released from CDPH premises for the purposes of making copies.

Unless waived by CDPH, a check covering copying and/or mailing costs must accompany the request. Copying costs, when applicable, are charged at a rate of **ten cents ($0.10)** per page. CDPH will fulfill all copy requests as promptly as possible. Submit copy requests as follows:

Request for Copies – IFB 16-10277

Overnight Express/US Mail:
California Department of Public Health CCSU Attn: Kaliah Kirkland 1616 Capitol Ave., Suite 74.3.26 PO Box 997377 MS 1802 Sacramento CA 95899-7337 Phone: (916) 445-5661

9) Verification of bidder information

By submitting a bid, bidders agree to authorize CDPH to:

a. Verify any and all claims made by the bidder including, but not limited to verification of prior experience and the possession of other qualification requirements, and

b. Check any reference identified by a bidder or other resources known by the state to confirm the bidder's business integrity and history of providing effective, efficient and timely services.

10) CDPH rights

In addition to the rights discussed elsewhere in this IFB, CDPH reserves the following rights.

a. IFB corrections

1. CDPH reserves the right to do any of the following up to the bid submission deadline:

   a) Modify any date or deadline appearing in this IFB or the IFB Time Schedule.

   b) Issue clarification notices, addenda, alternate IFB instructions, forms, etc.

   c) Waive any IFB requirement or instruction for all bidders if CDPH deems said requirement or instruction unnecessary, erroneous or unreasonable.

   d) Allow bidders to submit questions about any IFB change, correction or addenda via FI$Cal website caleprocure.ca.gov, as stated in "Time Schedule."

b. Collecting information from bidders

1. If deemed necessary by CDPH, CDPH may request a bidder to submit additional documentation following the bid opening and/or evaluation. CDPH will advise the bidders orally, via email, or in writing of the documentation that is required and the time line for submitting the documentation. CDPH will follow-up oral instructions in writing by fax, email, or mail. Failure to submit the required documentation by the date and time indicated may cause CDPH to deem a bid non-responsive.

2. At its sole discretion, CDPH reserves the right to collect by mail, email, fax or other method, the following omitted and/or additional information:

   a) Signed copies of any form submitted without a signature.

   b) Data or documentation omitted from any submitted IFB attachment/form.

   c) Information/material needed to clarify or confirm certifications or claims made by a bidder.

   d) Information/material or form(s) needed to correct or remedy an immaterial defect in a bid package.

c. Immaterial bid defects

1. CDPH may waive any immaterial defect in any bid package and allow the bidder to remedy those defects. CDPH reserves the right to use its best judgment to determine what constitutes an immaterial deviation or defect.

2. CDPH's waiver of an immaterial defect in a bid package shall in no way modify this IFB or excuse a bidder from full compliance with all bid requirements.

d. Correction of clerical or mathematical errors

1. At its sole discretion, CDPH reserves the right to overlook, correct or require a bidder to remedy any obvious clerical or mathematical errors on a bid form.

2. If the correction of an error results in an increase or decrease in the total price, CDPH shall give the bidder the option to accept the corrected price or withdraw their bid.

3. Bidders may be required to initial corrections to costs and figures on the Bid Form if the correction results in an alteration of the cost(s) offered.

4. If a mathematical error occurs in a total or extended price and a unit price is present, CDPH will use the unit price to settle the discrepancy.

e. Right to remedy errors

CDPH reserves the right to remedy errors caused by:

1. CDPH office equipment malfunctions or negligence by agency staff.

2. Natural disasters (i.e., floods, fires, earthquakes, etc.).

f. No contract award or IFB cancellation

The issuance of this IFB does not constitute a commitment by CDPH to award a contract. CDPH reserves the right to reject all bids and to cancel this IFB if it is in the best interest of CDPH to do so.

Refer to Exhibit B and Exhibit D(F) for additional information.

g. Contract amendments after award

As provided in the Public Contract Code governing contracts (contracts) awarded by competitive bid, CDPH reserves the right to amend the contract after CDPH makes a contract award.

L. Preference and Incentive Programs

To confirm the identity of the lowest responsive bidder, CDPH will adjust the total bid cost for applicable claimed preference(s) and/or incentive(s). CDPH will apply preference and/or incentive adjustments to eligible bidders according to state regulations following verification of eligibility with DGS, Office of Small Business and DVBE Services (OSDS).

1) Small/Micro Business Preference (preference not to exceed $50,000)

a. A responsive bidder, certified as a small/micro business in a relevant business category or type, will be granted a preference up to five percent (5%) of the lowest responsive bid. Small business means a responsive/responsible bidder that is certified by the California DGS as a small business or micro business. The “service” category or business type will most likely apply to this procurement. Nonprofit Veteran Service Agencies (NVSA) are to view the instructions in Section L 3 of this IFB, entitled “Preference and Incentive Programs,” paragraph 4.

b. In granting small/micro business preference, no bid price will be reduced by more than five percent (5%). The cost adjustment is for computation purposes only and does not alter the actual cost offered by the bidder.

c. To be certified as a California small/micro business and eligible for a bidding preference the business concerned must meet the state’s eligibility requirements and must have submitted an application for small/micro business status no later than 4:00 p.m. on the bid submission deadline.

d. Firms desiring small/micro business certification must obtain the Small Business Certification Application (i.e., STD 812 or other form) from DGS, OSDS, fully complete the application, and submit it to DGS as instructed in the application. Prospective bidding firms desiring small business certification assistance, may contact the DGS by the following means:

1. (916) 322-5060 (24 hour recording and mail requests), or

2. (916) 375-4940 (Small business assistance) or (800) 559-5529 (live operator-central receptionist), or

3. Internet address: www.pd.dgs.ca.gov/smbus/getcertified.htm or

4. Fax: (916) 375-4950, or

5. Email: OSDSHelp@dgs.ca.gov

2) Non-Small Business Subcontractor Preference (preference not to exceed $50,000)

a. Non-small business means a responsive/responsible bidder that is not certified by the California Department of General Services as a small business or micro business.

b. If the tentative low bidder is not a certified DVBE or small/micro business, a bid preference up to five percent (5%) is available to a responsive non-small business claiming twenty-five percent (25%) small business subcontractor participation with one or more small businesses. This preference is authorized pursuant to Title 2, California Code of Regulations Section 1896.6 (b) and Government Code Section 14835.

c. If a bidder claims the non-small business subcontractor preference, the bid response must identify each proposed small business subcontractor, the participation percentage amount committed to each identified subcontractor, and substantial proof to enable verification of each subcontractor's small business status. The total small business subcontractor participation must equal no less than twenty-five percent (25%) of the total bid price or cost offered.

d. To be granted preference, each proposed small business subcontractor must possess an active small business or micro business certification issued by the California DGS, must perform a "commercially useful function" under the contract, and the basic functions to be performed must be identified at the time of bidding.

e. In granting the non-small business subcontractor preference, no bid price will be reduced by more than five percent (5%). The cost adjustment is for computation purposes only and does not alter the actual cost offered by the bidder.

f. Complete **Non-Small Business Subcontractor Preference Acknowledgement and Bidder Declaration** to request the non-small business subcontractor preference.

g. Refer to Section K of this IFB, entitled "Bid Requirements and Information," paragraph 6, b to learn how tie bids will be resolved.

CDPH has elected to waive the Disabled Veteran Business Enterprise (DVBE) participation requirements in this solicitation and does not opt to include the DVBE incentive.

3) Nonprofit Veteran Service Agency (NVSA) Small business Preference (preference not to exceed $50,000)

A. Pursuant to Military and Veteran Code Section 999.50 et seq., responsive/responsible NVSAs claiming small business/micro business preference and verified as such in the relevant category or business type prior to the bid submission due date will be granted a preference up to five percent (5%) of the lowest responsive bid, if the lowest responsive bid is submitted by a bidder not certified as a small business/micro business. The "service" category is the business type that will most likely apply to this procurement.

B. In granting small business preference to NVSAs, no bid will be reduced by more than five percent (5%). The preference cost adjustment is for computation purposes only and does not alter the actual cost offered by the bidder.

C. To be eligible for the NVSA small business preference, the business concern must:

1. Request preference at the time of bid submission, and

2. Become certified as a small business or micro business by the appropriate office of the California DGS prior to the bid submission due date.

D. Refer to Section L of this IFB, entitled "Bid Requirements and Information," paragraph 6, b to learn how tie bids will be resolved.

5) Commercially Useful Function: Authorities: Military and Veterans Code Section 999; Government Code 14837; Title II California Code of Regulations, Section 1896.4 and 1896.62

A California certified small business or Microbusiness shall provide goods or services that contribute to the fulfillment of the contract requirements by performing a "commercially useful function" as defined:

a. Is responsible for the execution of a distinct element of the work of the contract;

b. Carries out its obligation by actually performing, managing or supervising the work involved;

c. Performs work that is normal for its business services and functions;

d. Is responsible with respect to products, inventories, materials, and supplies required for the contact, for negotiating price, determining quality and quantity, ordering, installing (if applicable) and making payment: and,

e. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

Note: A small or microbusiness contractor, subcontractor or supplier is not performing a "commercially useful function" if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of small business or microbusiness participation. (Government Code Section 14837(d)(4))

6) Other Preference Programs

Information regarding other preference programs is available at the following Internet sites:

a. Target Area Contract Preference Act (TACPA), www.pd.dgs.ca.gov/edip/tacpa.htm.

M. Contract Terms and Conditions

The winning bidder must enter into a contract that may contain the bidder's bid form or budget, a scope of work, standard contract provisions, and one or more of the contract forms and/or exhibits identified below. Other exhibits, not identified herein, may also appear in the resulting contract.

The exhibits identified in this section contain contract terms that require strict adherence to various laws and contracting policies. A bidder's unwillingness or inability to agree to the terms and conditions shown below or contained in any exhibit identified in this IFB may cause CDPH to deem a bidder non-responsible and ineligible for an award. CDPH reserves the right to use the latest version of any form or exhibit listed below in the resulting contract if a newer version is available.

In general, CDPH will not accept alterations to the General Terms and Conditions (GTC), the Special Terms and Conditions, or the Scope of Work; or alternate contract/exhibit language submitted by a prospective contractor. CDPH will consider a bid containing such provisions "a counter proposal" and CDPH may reject such a bid.

1) Contract forms/exhibits

Form/Exhibit Title

STD 213 – Standard Agreement
Exhibit A – Scope of Work
Exhibit B – Budget Detail and Payment Provisions
Exhibit C * – General Terms and Conditions
Exhibit D (F) – Special Terms and Conditions
Exhibit E – Additional Provisions
Exhibit F – Contractor's Release

2) Unanticipated tasks

In the event unanticipated or additional work must be performed that is not identified in this IFB, but in CDPH's opinion is necessary to successfully accomplish the scope of work, CDPH will request a bid quote for only the unanticipated work and amend the contract to include the additional work. Unless otherwise indicated, all terms and conditions appearing in the resulting contract and the salary, wage, unit rates and/or other expenses appearing on the bidder's Bid Form and Budget Detail Work Sheets (Attachment 1A – 1L and 2A- 2L) will apply to any additional work.

3) Resolution of differences between IFB and contract language

If an inconsistency or conflict arises between the terms and conditions appearing in the final contract and the proposed terms and conditions appearing in this IFB, any inconsistency or conflict will be resolved by giving precedence to the contract.

4) **Subcontractors**

All subcontractors identified in the bid, must be experts in their field and capable of performing the tasks for which they are hired to do.

If awarded the agreement, the Contractor must identify all of the SB/MB firms identified on the SB Participation Summary and must be identified in the bidder's submission of Attachment 1, Bid Form Budget Detailed Worksheet and should also reference back to the activities being performed in Exhibit A, Scope of Work. (i.e. Subcontractor name: Exhibit A, Paragraph 5. D. 3-5.)

Subcontractor must adhere to the Subcontractor Requirements referenced in Exhibit D(F) in the Sample Contract Documents.

The CDPH reserves the right to approve substitutions of subcontractors as long as certified business participation levels remain unchanged.

Required Attachments

Bid Form

Annual Costs

	Cost	Fiscal Year Dates
	$	9/16/16 – 09/30/16
	$	10/01/16 – 9/30/17
	Total Cost	**$**

Company Name_____

Name of Company Representative_____

Title/Position of Company Representative_____

Signature of Company Representative_____

Date Signed_____

Required Attachment / Certification Checklist

	Qualification Requirements. I certify that I meet the following qualification requirements:	**Confirmed by CDPH**
☐ Yes ☐ N/A	My firm possesses at least three consecutive years of experience of the types listed in Item 1 of the IFB section entitled, "Qualification Requirements". That experience occurred within the past five years.	☐ Yes ☐ No
☐ Yes ☐ N/A	My firm has read and is willing to comply with the terms, conditions, and contract exhibits addressed in the IFB section entitled, "Contract Terms and Conditions".	☐ Yes ☐ No
☐ Yes ☐ N/A	My firm is in good standing and qualified to conduct business in California. **[Check "N/A" if not a Corporation.]**	☐ Yes ☐ No
☐ Yes ☐ N/A	My firm is eligible to claim nonprofit status. **[Check "N/A" if not a nonprofit organization.]**	☐ Yes ☐ No
☐ Yes ☐ N/A	My firm has a past record of sound business integrity and a history of being responsive to past contractual obligations. My firm authorizes the State to confirm this claim.	☐ Yes ☐ No
☐ Yes ☐ N/A	My firm will supply before contract execution, proof of self-insurance or copies of insurance certificates proving possession of appropriate liability insurance that meets the requirements stipulated in the IFB Section G entitled, "Qualification Requirements".	☐ Yes ☐ No

	Bid Content. I have completed and returned the following Attachments:	**Confirmed by CDPH**
☐ Yes ☐ N/A	Attachment 1, Bid Form	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 1A – 1L, 2A – 2L and 3A – 3L Budget Detail Worksheets	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 2, Required Attachment / Certification Checklist	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 3, Business Information Sheet	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 4, Bidder References	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 5, Bidder Declaration	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 6, CCC 307 – Certification	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 7, Payee Data Record	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 8, Darfur Contract Act	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 9, IRAN Contracting Certification	☐ Yes ☐ No
☐ Yes ☐ N/A	Attachment 10a, Non-Small Business Subcontractor Preference Request **and** Attachment 10b, Small Business Subcontractor/Supplier Acknowledgement **Check "N/A" if not applying for this subcontractor preference.**	☐ Yes ☐ No
☐ Yes ☐ N/A	**California Businesses -** Copy of a current business license issued by the government jurisdiction in which the business is located. Attach an explanation if a license copy cannot be supplied or there is reason to believe no license is required. **Check "N/A" if not a California business or no business license is required.**	☐ Yes ☐ No
☐ Yes ☐ N/A	**Corporations -** Either a copy of the Certificate of Status issued by California's Office of the Secretary of State **or** a copy of the bidding firm's active on-line status information downloaded from the California Business Portal website. Attach an explanation if the required documentation cannot be supplied. **Check "N/A" if not a Corporation.**	☐ Yes ☐ No
☐ Yes ☐ N/A	**Nonprofit Organizations -** A copy of a current IRS determination letter indicating nonprofit or 501 (3) (c) tax exempt status. **Check "N/A" if not a nonprofit organization.**	☐ Yes ☐ No
☐ Yes ☐ N/A	**Proof of Financial Stability –** Annual income statement and Quarterly or annual balance sheets for the last year or latest twelve-month period.	☐ Yes ☐ No

Name of Bidding Firm:	**Signature**
Printed Name/Title:	Date:

Business Information Sheet

A signature affixed hereon and dated certifies compliance with all bid requirements. The signature below authorizes the State to verify the claims made on this form.

Name of Bidding Firm:		CA Corp. No. (If applicable)	Federal ID Number
Name of Principal (If not an	Title:	Telephone Number	Fax Number
Street Address / P.O. Box	City	State	Zip Code

Type of Business Organization / Ownership (Check all that apply)

Ownership	Corporation	Governmental	Other Type of Entity
☐ Sole Proprietor ☐ Partnership ☐ Joint venture ☐ Association	☐ Nonprofit ☐ For Profit ☐ Private ☐ Public	☐ City/County, California State Agency, Federal Agency, State (other than California) ☐ Other: _____	☐ Public or Municipal Corporation, School or Water District, California State College, University of California, Joint Powers Agency ☐ Auxiliary College Foundation ☐ Other: _____

California Certified Small Business Status ☐ N/A ☐ Microbusiness ☐ Small business ☐ NVSA

☐ Certified By DGS Certification No: _____ Expiration Date: _____

If certified, attach a copy of certification letter. If an application is pending, date submitted to DGS: _____

Small Business Type (If applicable) ☐ N/A ☐ Services ☐ Non-Manufacturer ☐ Manufacturer

☐ Contractor (Construction Type): _____ ☐ Contractor's License Type: _____

Veteran Status of Business Owner ☐ N/A (not a veteran or not certified by DGS)

☐ Disabled Veteran Certified by DGS Certification No. _____ Expiration Date: _____

If certified, attach a copy of certification letter. If an application is pending, date submitted to DGS: _____

Disadvantaged Business Enterprise Status: ☐ N/A ☐ Approved by the Cal Trans, Office of Civil Rights.

Certification number issued by Cal Trans: _____ Expiration Date: _____

Indicate possession of required licenses and/or certifications (if applicable): ☐ N/A (None required)

Contractor's State Licensing Board No.	PUC License Number CAL-T-	Required Licenses/Certifications (If applicable)

Signature	Date Signed
Printed/Typed Name	Title

Public Records Information

The above information is required for statistical reporting purposes. Completion of this form is mandatory. This information will be made public upon award of the contract and will be supplied to department contract staff, Department of General Services and possibly other public agencies. To access contract related records, contact the Contract Management Unit, 1501 Capitol Avenue, Suite 71.5178, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377 or call (916) 650-0100.

Bidder References

List at least three (3) client references that can attest to the Bidder's qualifications to fulfill the requirements of the Scope of Work. List the most recent first. Client references must also be provided for any subcontractors identified in the Bidder's response. Duplicate and attach additional pages as necessary. A negative reference check may result in bid rejection at the sole discretion of the CDPH.

REFERENCE 1

Name of Firm			
Street address	City	State	Zip Code
Contact Person	Telephone number ( )		
Dates of service	Value or cost of service		
Brief description of service provided			

REFERENCE 2

Name of Firm			
Street address	City	State	Zip Code
Contact Person	Telephone number ( )		
Dates of service	Value or cost of service		
Brief description of service provided			

REFERENCE 3

Name of Firm			
Street address	City	State	Zip Code
Contact Person	Telephone number ( )		
Dates of service	Value or cost of service		
Brief description of service provided			

If three references cannot be provided, explain why:

CCC 307 – 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. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (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 Contract 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 Contract.

   Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both and Contractor may be ineligible for award of any future State contracts if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 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. (PCC 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.

NOTE: This form represents only the certification portion of the Contractor Certification Clauses (CCC). Additional information about contracting with the State appears in the full text of the applicable CCC. Visit this web site to view the entire document: http://www.ols.dgs.ca.gov/Standard Language/default.htm.

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9) STD. 204 (Rev. 5/06)_CDPH

1

INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this **fully completed** form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.
NOTE: Governmental entities, federal, state, and local (including school districts), are not required to submit this form.

2

PAYEE'S LEGAL BUSINESS NAME (Type or Print)	
SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	**E-MAIL ADDRESS**
MAILING ADDRESS	**BUSINESS ADDRESS**
CITY, STATE, ZIP CODE	**CITY, STATE, ZIP CODE**

3

PAYEE ENTITY TYPE

CHECK ONE BOX ONLY

ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): ☐ ☐ — ☐☐☐☐☐☐☐

☐ **PARTNERSHIP**

☐ **ESTATE OR TRUST**

CORPORATION:
☐ **MEDICAL** (e.g., dentistry, psychotherapy, chiropractic, etc.)
☐ **LEGAL** (e.g., attorney services)
☐ **EXEMPT** (nonprofit)
☐ **ALL OTHERS**

☐ **INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER:** ☐☐☐ — ☐☐ — ☐☐☐☐

(SSN required by authority of California Revenue and Tax Code Section 18646)

NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.

4

PAYEE RESIDENCY TYPE

☐ California resident—qualified to do business in California or maintains a permanent place of business in California.

☐ California nonresident (see reverse side)—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 attached.

5

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.

AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	**TITLE**	
SIGNATURE	**DATE**	**TELEPHONE** ( )

6

Please return completed form to:

Department/Office: California Department of Public Health

Unit/Section: Centralized Contract Services Unit

Mailing Address: P.O. Box 997377, MS 1802

City/State/ZIP: Sacramento, CA 95899-7377

Telephone: (916) 445-5661 **FAX:**

E-Mail Address: kaliah.kirkland@cdph.ca.gov

PAYEE DATA RECORD

STD. 204 (Rev. 5/06)_CDPH (Page 2)

1	**Requirement to Complete Payee Data Record, STD. 204** A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies. Payees who do not wish to complete the STD. 204 may elect to not 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 backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.
2	Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.
3	Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. 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 the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a). The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).
4	**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. Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are $1,500 or less for the calendar year. 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
5	Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.
6	This section must be completed by the State agency 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.

Darfur Contracting Act

Pursuant to Public Contract Code Section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code (PCC) Section 10476. A scrutinized company is a company doing business in Sudan as defined in PCC Section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services (PCC Section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC Section 10477(b).

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

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

OR

2. _____ Initials — 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 (DGS) to submit a bid or proposal pursuant to Public Contract Code Section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

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

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

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

YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH # 1 OR # 2 INITIALED OR PARAGRAPH # 3 INITIALED AND CERTIFIED.

IRAN CONTRACTING CERTIFICATION

Section 2200 et seq. of the California Public Contract Code prohibits a person from submitting a proposal for a contract with a public entity for goods and services of $1,000,000 or more if that person is identified on a list created by the Department of General Services (DGS) pursuant to Section 2203(b) of the California Public Contract Code. The list will include persons providing goods or services of $20,000,000 or more in the energy sector of Iran and financial institutions that extend $20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. DGS is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

In accordance with Section 2204 of the California Public Contract Code, the undersigned hereby certifies that:

It is not identified on a list created pursuant to Section 2203(b) of the California Public Contract Code as a person engaging in investment activities in Iran described in Section 2202.5(a), or as a person described in Section 2202.5(b), as applicable; or

It is on such a list but has received permission pursuant to Section 2203(c) or (d) to submit a bid or proposal in response to this Invitation for Bid (IFB) #13-10048, Nutrition Education Obesity Prevention Branch (NEOPB) Media Buy.

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

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

Non-Small Business Subcontractor Preference Instructions

Preference information	Non-small business bidders will be granted up to a five percent (5%) non-small business subcontractor preference on a bid evaluation by an awarding department when a responsive non-small business has submitted the lowest priced responsive bid and when a non-small business bidder: 1. Has included in its bid a notification that it commits to subcontract at least twenty-five percent (25%) of its total bid price with one or more small businesses; and 2. Has submitted a timely, responsive bid; and 3. Is determined to be a responsible bidder; and 4. Lists the small businesses it commits to subcontract with for a commercially useful function in the performance of the resulting contract.
Commercially useful function	A subcontractor is deemed to perform a commercially useful function if the subcontractor does the following: 1. Is responsible for the execution of a distinct element of the contracted work; carrying out its obligation by actually performing, managing or supervising the work involved; and performing work that is normal for its business services and functions; and 2. Is not further subcontracting a greater portion of the work than would be expected by normal industry practices. 3. Is responsible, with respect to materials and supplies provided on the subcontract, for negotiating price, determining quality and quantity, ordering the material, installing (when applicable), and paying for the material itself. A subcontractor will not be considered as performing a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to achieve the appearance of participation.
How to calculate 25% subcontract participation	Unless otherwise instructed in the solicitation document, first determine the total dollar value or amount that will be bid for the entire contract term, then multiply this figure by 25% to determine how much of the bid price must be committed to small business subcontracts that will perform commercially useful functions including but not limited to things such as labor, supplies, materials, equipment, or support services.
Use of proposed subcontractors / substitution	If awarded the contract, the selected contractor must faithfully use each small business subcontractor proposed for use and identified in its preference request. No substitutions or alterations are allowed after a bid is submitted. Substitutions are only allowed after contract execution if the Contractor submits a Request for Substitution to the CDPH Program Contract Manager and that request is subsequently granted by CDPH. Small business subcontract substitution instructions will appear in the resulting contract in a clause entitled “Use of Small Business Subcontractors”.
Preference request instructions	If preference is claimed, indicate so on the Bid Form and complete Attachment 10a identifying each small business or microbusiness subcontractor that will be used. For each subcontractor identified on Attachment 10a, obtain a completed and signed Small Business Subcontractor/Supplier Acknowledgment (Attachment 10b). Affix each Attachment 10b to Attachment 10a for submission with the bid response. If a signed Attachment 10b cannot be collected from each subcontractor in time for bid submission, indicate why. Submission of a signed Attachment 10b for each subcontractor listed on Attachment 10a is a prerequisite for contract award confirmation. Identify only currently certified small business or microbusiness subcontractors, as active certification is required and certification possession will be verified. The detailed budget worksheets, if required to be submitted in a bid, must list each subcontract service provider and its respective dollar value as identified on Attachment 8a. All proposed subcontracted services must appear in the Scope of Work.

Non-Small Business Subcontractor Preference Request

List each certified small business or microbusiness that will be subcontracted with. To be granted a bidding preference, total small business or microbusiness subcontractor use must equal at least 25% of the total price or cost offered. Each named subcontractor must be actively certified as a small business or microbusiness by the bid submission due date and must acknowledge their participation as claimed herein via a Small Business Subcontractor/Supplier Acknowledgement (Attachment 10b). **Attach to this form an acknowledgement (Attachment 10b) signed by an authorized representative of each named subcontractor acknowledging their proposed use as described herein.**

Name of certified small business (or microbusiness) Subcontractor

Name of Subcontractor

Street address	City	State	Zip Code

Contact Person	Telephone number ( )

Small Business Certification No.	Certification exp. date	Participation dollar value $	Committed % of total bid %

Brief description of the commercially useful function(s) to be performed and/or provided:

Name of certified small business (or microbusiness) Subcontractor

Name of Subcontractor

Street address	City	State	Zip Code

Contact Person	Telephone number ( )

Small Business Certification	Certification exp. date	Participation dollar value $	Committed % of total bid %

Brief description of the commercially useful function(s) to be performed and/or provided:

Name of certified small business (or microbusiness) Subcontractor

Name of Subcontractor

Street address	City	State	Zip Code

Contact Person	Telephone number ( )

Small Business Certification	Certification exp. date	Participation dollar value $	Committed % of total bid %

Brief description of commercially useful function(s) to be provided

If necessary or desired, this form may be photocopied or reproduced in a like form for use in a bid response. If the bidding firm chooses to render a like copy by computer or other means, the instructions appearing on Attachment 10 may be omitted.

Small Business Subcontractor/Supplier Acknowledgement

Name of Bidding Firm / Prime Contractor	CDPH IFB or RFP Number:
Total Dollar Value of Subcontractor Use	CDPH Bid Number:

This document confirms and acknowledges that the firm named below agreed to be identified by a bidding firm as a proposed small business or microbusiness subcontractor or supplier for a CDPH procurement.

Subcontractor acknowledgements:

A. The subcontracting firm named herein has committed to perform or provide services/labor or supplies equal to a percentage of the total bid/cost proposal price submitted by the bidding firm named above.

B. The subcontracting firm named herein acknowledges the total dollar value of claimed participation identified above.

C. The subcontracting firm named herein agrees to provide the following subcontracted services/labor or supplies under the resulting contract if the bidding firm named above receives the contract award:

   Below and/or continued on an attachment is a brief description of the commercially useful function(s) that the subcontractor/supplier identified herein will provide or supply:

The subcontracting firm named herein understands it is its sole responsibility to contact the bidding firm named above to learn if the Proposer was awarded the contract pursuant to the referenced bid number and to confirm its subcontract contract. If the bidding firm named above receives an award based in part on non-small business subcontractor preference incentive, the bidding firm/contractor is obligated to use each small and/or microbusiness subcontractor or supplier identified in its proposal unless a subcontractor substitution is requested after contract execution pursuant to Public Contract Code Section 4107 and Title 2 California Code of Regulations Section 1896.10.

The person signing below certifies the information supplied on this form is true and accurate to the best of its knowledge and agrees to allow the State to confirm this information, if deemed necessary.

Name of Proposed Subcontractor/Supplier		Date Signed
Signature of Subcontractor/Supplier Representative	Telephone number ( )	Email address (if applicable)
Printed/Typed Name	Title	

Sample Contract Forms/Exhibits

EXHIBIT A
(Scope of Work)

1. Service Overview

Pursuant to California Health and Safety Code Section 104650(c), and the United States Department of Agriculture (USDA), Supplemental Nutrition Assistance Program Education (SNAP-Ed), Healthy, Hunger-Free Kids (HHFK) Act of 2010 (Public Law 11-296), Contractor (to be determined [TBD]) herein referred to as the Contractor, agrees to provide the California Department of Public Health (CDPH) the services described herein:

The Contractor will negotiate, purchase, place, print, traffic, steward and evaluate a media buy for the NEOPB advertising campaign.

Media Buy #1: October 1, 2016-March 30, 2017- The advertisements (ads) will appear in the following eight Designated Market Areas (DMAs): Bakersfield, Chico, El Centro (California buy only), Eureka, Monterey, Palm Springs, San Francisco, and Santa Barbara. Television (TV) would be used as the primary medium, complemented by radio, outdoor and digital advertising.

Media Buy #2: April 1, 2017-September 30, 2017- The ads will appear in the following 12 DMAs: Bakersfield, Chico, El Centro (California buy only), Eureka, Fresno, Los Angeles, Monterey, Palm Springs, Sacramento, San Diego, San Francisco, and Santa Barbara. Television (TV) would be used as the primary medium, complemented by radio, outdoor and digital advertising.

2. Service Location

The services are to be performed in California at the Contractor's place of business, as well as various statewide facilities accessible to the Contractor within the state of California where the media will be purchased and/or services will be conducted.

3. Service Hours

Services shall be provided during the normal Contractor working hours, Monday through Friday, excluding Federal and State holidays.

4. Project Representatives

A. The project representatives during the term of this contract will be:

California Department of Public Health	Contractor
[TBD], Contract Manager	Name of Contractor's Contract Manager [TBD]
Telephone:	Telephone: [TBD]
Fax:	Fax: [TBD]
Email:	Email: [TBD]

EXHIBIT A
(Scope of Work)

B. Direct all inquiries to:

California Department of Public Health	Contractor
NEOPBB	Section or Unit Name, if applicable [TBD]
	Attention: [TBD]
P.O. Box 997377, MS 7204	Street Address: [TBD]
Sacramento, CA 95899-7377	P.O. Box Number: [TBD]
	City, State, Zip Code: [TBD]
Telephone:	Telephone: [TBD]
Fax:	Fax: [TBD]
Email:	Email: [TBD]

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this contract.

5. Services to be Performed

By September 30, 2016, the Contractor will negotiate and purchase Media Buy # 1: October 1, 2016 – March 30, 2017. The Contractor will print, place, traffic, steward, and evaluate the buy in FFY 2017.

If additional funding becomes available:

By September 30, 2016, the Contractor will negotiate Media Buy # 2: April 1, 2016 – September 30, 2017. Contractor will purchase, print, place, traffic, steward, and evaluate the buy in FFY 2017.

A. The Contractor and/or Subcontractor shall perform the following buy assurances for pre-existing ads which will be provided by NEOPB once media buy has been approved: Please identify the responsible party for each deliverable in the Scope of Work.

1. All mediums: TV, Radio, Outdoor, and Digital

   a. Provide the Summary of Proposed Buys that are accurate and complete, inclusive of filling all empty columns across the Budget Detail Worksheets (see Attachments 1A-1L and 2A – 2L).
   b. Provide details of proposed media buy on a media flow chart for each media buy (#1-2). An updated flow chart should be provided as needed once media is negotiated and placed.
   c. Implement a media plan that effectively delivers messaging to audiences comprised of CalFresh recipients and eligibles that will achieve USDAs requirement of delivering over 50 percent of purchased weight to individuals living at or below 185 percent of Federal poverty level (FPL).
   d. Media buys must be designed to reach no less than 85 percent of California's low-income population for the entire contract term. See attached document: Estimated Number of Income-Eligible Individuals by DMA.
   e. Schedule for continuity to deliver top of mind target audience awareness.
   f. Target media vendors who provide the greatest concentrations and coverage of the target audience.
   g. Utilize media vehicles that can most cost efficiently provide effective levels of target audience reach and frequency while minimizing waste to non-qualifying populations.

2. Television

EXHIBIT A
(Scope of Work)

a. Achieve or exceed the weekly English and Spanish-language TV Target Rating Point (TRP) goals, by DMAs and within budget.
b. Achieve TV buy in each market comprised of most major broadcast stations and dispersed among a variety of programs.
c. Provide guarantee TV rates four weeks prior to the TV start date, as time allows upon contract execution. This will allow the Contractor to cancel the negotiated buy should the proposed media buy not be approved in time to meet the scheduled start dates, thus avoiding payment liability.
d. Forfeit a portion of the contractor's compensation should the weighted delivery (weighted by market) of the English and Spanish-language TV TRPs fall below 80 percent of the goal.
e. Traffic to stations High Definition versions of existing ads.

3. Radio

a. Achieve or exceed the number of radio TRP goals and by DMA within budget.
b. Provide guarantee radio rates four weeks prior to the radio start date, as time allows upon contract execution. This will allow the Contractor to cancel the negotiated buy should the proposed media buy not be approved in time to meet the scheduled start dates, thus avoiding payment liability.
c. Forfeit a portion of the Contractor's compensation should the weighted delivery (weighted by market) of the English and Spanish-language radio TRPs fall below 80 percent of the goal.

4. Outdoor

a. Achieve or exceed the weekly English and Spanish-language outdoor by unit type; subject to availability and by DMA and within budget, using specified measurement methodology. See links 8a, 8b, and 8c below to qualifying census tracts:
http://www.cdph.ca.gov/programs/cpns/Pages/FFY16SNAP-EdResources.aspx
Attachment 8a: ACS 2010-2014 Census Tracts, All Races (New 01 28 16)
Attachment 8b: ACS 2010-2014 Census Tracts, Ethnicities (New 02 03 16)
Attachment 8c: ACS 2010-2014 Census Block Groups, All Races (New 02 03 16)
b. Submit outdoor postings location details, including census tracts, once the buy has been secured.
c. Provide guarantee outdoor rates 90 days prior to the outdoor posting date, as time allows upon contract execution. This will allow the Contractor to cancel the negotiated buy should the proposed media buy not be approved in time to meet the scheduled start dates, thus avoiding payment liability.
d. Achieve or exceed outdoor flights as specified by market and unit type, subject to availability. Outdoor should be purchased one month per flight.
e. Forfeit a portion of the contractor's compensation should the English and Spanish-language units fall below 80 percent of the goal.
f. Print outdoor executions and traffic to vendors.

5. Digital

a. Achieve or exceed the geodemographic targeted monthly impressions for English and Spanish-language digital goals, using specified measurement methodology and within budget. See links to qualifying census tracts in Outdoor section 4a above.
b. Agree to use targeting parameters for all digital buys such as:

EXHIBIT A
(Scope of Work)

Demotargeting

- Multicultural buy: Women 18-54 with school aged children in the household
- Spanish-language buy: Women 18-49 with school aged children in the household
- Household income of less than $35,000

Geotargeting

- Target by zip codes within the approved census tracts
- Use census data to reach neighborhoods with high concentrations of low-income individuals

Behavioral and Contextual

- Heavy consumers of packaged goods, sugary beverages, frozen meals, junk foods, and candy
- Heavy consumers of fast food
- Purchasers of baby products: baby food, diapers, wipes, etc.
- Discount store shoppers: like Target, Walmart, etc.
- Heavy couponers
- Researchers of disease associated with obesity: type 2 diabetes, heart disease, cancer
- Use of quick and easy healthy recipes

c. Provide guarantee digital rates four weeks prior to the start date as time allows upon contract execution. This will allow the Contractor to cancel the negotiated buy should the proposed media buy not be approved in time to meet the scheduled start dates, thus avoiding payment liability.

B. Negotiate all mediums per Budget Detail Worksheets

1. Target audiences
   a. Adults living in households below 185 percent of the FPL; specifically multicultural Caucasian, Latina and African American, women with school-aged children; and Spanish-language dominant women with school-aged children.
   b. Women 18-54 for English-language programming and women 18-49 for Spanish-language programming; concentrating on the millennial segment of these target populations.
   c. Men living in low-income households are a strong secondary target audience.

2. Dayparts and percent buying mix for broadcast. Use dayparts below or similar based on industry standards.

   a. 10 percent - Early Morning (EM).
   b. 50 percent - Daytime (DT).
   c. 40 percent - Early Fringe (EF).
   d. Total ratings should not exceed 20 percent in weekend placement for each daypart.
   e. Contractor will ensure buys reach optimization by purchasing a combination of network affiliates, independent stations, and cable providers for each daypart, in each market.
   f. No more than two spots should appear per one hour of programming.

EXHIBIT A
(Scope of Work)

3. Types of units per medium

    a. TV: 30 second ads.
    b. Radio: 60 seconds ads and 30 second ads.
    c. Outdoor: 30-sheet and 8-sheet ads.
    d. Digital: audio streaming, display banners, mobile banners, and pre-roll video.

4. Additional media guidelines

    a. Third party media research tools should be used for all broadcast placements.
    b. Posting Live is preferred in all markets.
    c. For Spanish-language TV TRPs, please use Nielsen ratings converted to Hispanic viewers for calculations.
    d. Outdoor and digital advertising should be planned and negotiated to appear in qualifying low-income census tracts in order to optimize reach of low-income populations.
    e. For digital buys use as many primary targeting parameters as possible.

C. Placement

1. NEOPB reserves the right for revision(s) of the media buy flow charts, after awarding the contract. Budget parameters will not change.
2. Contractor shall place (commit) the proposed buys with media vendors once the Media Authorizations from NEOPB are signed.

D. Traffic

Upon award of contract the NEOPB will provide guidance on specific placement of up to:

1. English: 2 TV, 1 radio, 8 outdoor, 29 digital ads
2. Spanish-language: 2 TV, 1 radio, 8 outdoor, 29 digital ads

E. Stewardship

1. Contractor will steward all media buys on a weekly basis to ensure purchased schedules are placed as ordered, and as needed, to reach required TRPs/impressions.
2. Any placements missed due to pre-emption, or for technical reasons, must be made good or secured at equal or higher value than the missed ads, and within four weeks of the missed placement dates. If media outlets cannot accommodate, make goods within a four week period after the last flight, monetary credit to CDPH is acceptable.
3. Provide guarantee to steward the buy to ensure ordered ads are being placed appropriately.
4. Thirty days prior to outdoor postings, contractor will provide exact locations of all outdoor 8-sheet and 30-sheet posters, report the census tracts which they are located within, and confirm whether or not the census tracts qualify as low-income, per the list of qualifying census tracts. This shall be done on a continuous basis if outdoor posters rotate to new locations.

F. Reporting Procedures

1. Submit a post-buy analysis at the end of the buying cycle. Analysis should include all media types of actual media placement, including actualized ratings, spots, or impressions. Summary information with detail should be provided in an electronic format and the Contractor should discuss the results upon request.

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 and/or allowable costs specified herein. Contractor's Compensation not to exceed 8% of net cost for each medium.

B. Invoices shall include the contract number and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Department of Public Health
NEOPB
1616 Capitol Ave., Suite 74.516
P.O. Box 997377, MS 7204
Sacramento, CA 95899-7377
Attn: Monica Cortez

The State, at its discretion, may designate an alternate invoice submission address. A change in the invoice address shall be accomplished via a written notice to the Contractor by the State and shall not require an amendment to this contract.

C. Invoices shall:

1) Be submitted on Contractor letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized representative certifying that the expenditures claimed represents actual expenses for the service performed under this contract.

2) Bear the Contractor's name as shown on the contract.

3) Identify the billing and/or performance period covered by the invoice.

4) Itemize costs for the billing period in the same or greater level of detail as indicated in this contract. Subject to the terms of this contract, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this contract and approved by the NEOPB Branch.

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 Contract does not appropriate sufficient funds for the program, this Contract 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 Contract and Contractor shall not be obligated to perform any provisions of this Contract.

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 Contract with no liability occurring to the State, or offer an contract 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
Budget Detail and Payment Provisions

4. Amounts Payable

A. The amounts payable under this contract shall not exceed:

1) $_____ for the period of 9/16/16 through 09/30/16.
2) $_____ for the period of 10/01/16 through 09/30/17.

B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

C. Contractor will be reimbursed for services satisfactorily performed based on the Exhibit B, Budget Detailed Worksheets Attachments 1A – 1L, 2A- 2L and 3A – 3L.

D. The Contractor must maintain records reflecting actual expenditures for each state fiscal year covered by the term of this contract.

5. Expense Allowability / Fiscal Documentation

A. Invoices, received from a Contractor and accepted and/or submitted for payment by the State, shall not be deemed evidence of allowable contract costs.

B. Contractor shall maintain for review and audit and supply to the NEOPB Branch upon request, adequate documentation of all expenses claimed pursuant to this contract to permit a determination of expense allowability.

C. If the allowability or appropriateness of an expense cannot be determined by the State because of invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

D. Costs and/or expenses deemed unallowable are subject to recovery by CDPH, NEOPB.

E. The contractor will reimburse the State for each unused screening tool kit that is returned to contractor.

6. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this contract, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked “Final Invoice”, thus indicating that all payment obligations of the State under this contract have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.

Exhibit B
Budget Detail and Payment Provisions

C. The Contractor is hereby advised of its obligation to submit to the state, with the final invoice, a completed copy of the **“Contractor’s Release (Exhibit F)”**.

Exhibit E
Additional Provisions

1. Cancellation / Termination

A. This contract may be cancelled by CDPH **without cause** upon 30 calendar days advance written notice to the Contractor.

B. CDPH reserves the right to cancel or terminate this contract immediately for cause. The Contractor may submit a written request to terminate this contract only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this contract.

D. Contract termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.

E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.

F. In the event of early termination or cancellation, the Contractor shall be entitled to compensation for services performed satisfactorily under this contract and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this contract.

2. Avoidance of Conflicts of Interest by Contractor

A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.

B. Conflicts of interest include, but are not limited to:

1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the contract.

2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the contract. CDPH may, at its discretion

Exhibit E
Additional Provisions

upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

3. Use of Small Business Subcontractors

(Only applicable to contracts awarded in part due to the granting of non-small business subcontractor preference where the Contractor committed to use small business subcontractors for at least 25% of the initial contract cost or amount bid.)

A. All Non-Small Business Subcontractor Preference Request attachments and Small Business Subcontractor/Supplier Acknowledgment attachments, however labeled, completed as a condition of bidding, are incorporated herein and made a part of this contract by this reference.

B. Contractor agrees to use each small business subcontractor/supplier, as identified in previously submitted Non-Small Business Subcontractor Preference Request attachments, unless the Contractor submits a written request for substitution of a like or alternate subcontractor. All requests for substitution must be approved by CDPH, in writing (including email or fax), prior to using a proposed substitute subcontractor.

C. Requests for substitution must be approved by the funding program and must include, at a minimum:

1) An explanation of the reason for the substitution.
2) A written description of the business enterprise that will be substituted, including its small business certification status.
3) If substitution of an alternate small business does not occur, include a written justification and description of the steps taken to try to acquire a new small business and how that portion of the contract will be fulfilled.
4) A written description of the work to be performed by the substituted subcontractor identified by both task (if applicable) and dollar amount or percentage of the overall contract that the substituted subcontractor will perform. The substituted business, if approved, must perform a commercially useful function in the contract pursuant to Title 2, California Code of Regulations §1896.6.

D. CDPH may consent to the substitution in any of the situations set forth in Public Contract Code Section 4107 of the Subletting and Subcontracting Fair Practices Act.

E. Prior to the approval of the prime contractor's request for the substitution, the funding program shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and the reasons for the request to substitute. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor that has been so notified shall have five (5) working days after the receipt of the notice to submit written objections to the substitution to the funding program. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution.

If written objections are filed, CDPH shall give notice in writing of at least five (5) working days to the listed subcontractor of a hearing by CDPH on the prime contractor's request for substitution.

F. Failure of the contractor to subcontract with the small businesses listed in its bid or proposal to CDPH, or failure to follow applicable substitution rules and regulations may be grounds for the Department of General Services to impose sanctions pursuant to Government Code Section

Exhibit E
Additional Provisions

14842.5 and Title 2, California Code of Regulations § 1896.16. In the event such sanction are to be imposed, the Contractor shall be notified in writing and entitled to a hearing pursuant to Title 2, California Code of Regulations § 1896.18 and § 1896.20.

G. If requested by CDPH, Contractor agrees to provide documentation/verification, in a form agreed to by CDPH, that small business subcontractor usage under this contract complies with the commitments specified during the contractor selection process.

Exhibit F

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to **contract number** 16-10277 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of $** _____ and **dated** _____
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH contract, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): _____

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____